

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

Comprising City of Zeeland, Park Township and City of Holland



West Michigan Airport Authority

Meeting Agenda

October 14th, 2024

11:30 a.m. – 1:30 p.m.

60 Geurink Blvd. Holland, MI 49423

Zoom:

<https://zoom.us/j/93336989292?pwd=2aqSKi5FszowsEqsENVrhMYaq0Pwi0.1>

Authority Members

City of Holland

Scott Corbin
Charles Murray
Quincy Byrd

City of Zeeland

Sally Gruppen
Beth Blanton
Al Dannenberg

Park Township

Elisa Hoekwater
Skip Keeter
Ken Brandsen

Ex-officio

Jim Storey
VACANT

1. Roll Call

2. Public Comment

*All public comments are limited to **3 minutes** per speaker. The Public Comment period is established for members of the public to voice opinions to the Board only. The Chair hold discretion on any interaction by the Board, otherwise Members of the Airport Authority Board or staff do not respond during this period.*

3. Approval of Agenda (3 Minutes): **Action Requested.**

4. Approval of September 9, 2024, Minutes (3 Minutes): **Action Requested.**

5. Consent Agenda (2 Minutes): **Action Requested.**

A. Acceptance of Correspondence from 4 One Air, LLC (3 documents received)

B. Acceptance of Correspondence Email between 4 One Air and Chairman Murray

C. Acceptance of Correspondence from Ben Fogg

D. Acceptance of Correspondence from Phil Koomia

E. WMAA Reply to City of Holland Proposed Development in Airport Overlay District

F. Fall 2024 MAAE Summary Report

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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G. 1200.AERO Data Collection Report

6. Chairman's Comments (3 Minutes): **Action Requested**

A. Draft First Amendment to the Agreement Regarding Operation of Flight School

7. FBO Report (5 Minutes): **Action Requested.**

8. Financial Report (5 Minutes): **Action Requested.**

9. Airport Director Search Committee Report and Recommendation (15 Minutes): **Action Requested.**

10. Presentation by BETA regarding grant award for potential charging station (15 Minutes): **Action Requested.**

11. MDOT Agreement Approval (north taxi lane project) (5 Minutes): **Action Requested.**

12. Presentation on Crosswind Runway project. Background of history by Board Member; Mead & Hunt to discuss its assessment on issue. (45 minutes): **Informational Session; No Action Requested**

13. Public Comment (*same requirements as above*)

14. Adjourn: **Action Requested.**

Next Meeting will be held November 12, 2024, at 4:00 PM.

**All times are approximate*

West Michigan Regional Airport Authority

MEETING MINUTES

September 9, 2024

11:30AM- 1:00PM

Present: Corbin, Gruppen, Dannenberg, Murray, Brandson, Storey (11:33am), Blanton (11:39am), Keeter (11:43am), Hoekwater (Virtual 11:54am)

Absent: Bryd

Others Present: Leanne Schaeffer, Courtney Sawyer, Tyler Vandenbrand, Kim Houtman, David Craig, Nathan Haag, David Teal, Bob Blaharski, Heather Roden, Liz Sekerak, Ron VanderVeen, Lynn McCammon

Board Chair Murray called to order 11:30am

09.9.01 Roll Call

09.9.02. Public Comment:

Nathan Haag, Haworth, addresses the board speaking to the rationale, advantages, and benefits of Haworth utilizing West Michigan Regional Airport and the importance of the airport remaining open as many days of the year as possible.

09.9.03 Approval of Agenda:

Motion Dannenberg, Second Brandsen.

Motion Carried.

09.9.04 Approval of August 12, 2024 Minutes.

Board discussed gaps in the minutes and approved as is.

Motion Dannenberg, Second Brandsen.

Motion Carried.

09.9.05 Approval of August 29, 2024 Board Minutes.

Motion Dannenberg, Second Gruppen

Motion Carried.

09.9.06 Introduction of Youth Advisory Committee.

Drew Rothstein & Nile Leonard introduced themselves.

09.09.07 Chairman's Report:

Murray presented data on the current state of the airport.

09.09.08 Interim Hiring Committee Update

Reported on initial meetings of the committee and progress on the job description. Initial development of target list in progress. Sally Gruppen will accept all applications, and the team will narrow down with a phone interview and formal interviews.

The committee will have their recommendation to the board by the end of September. The committee will meet again on September 17th. Resumes and cover letters are due by September 19th.

Blanton prompts that the board will need to schedule a special meeting to approve the selected candidate.

09.09.09 Snow Removal: Airport Advisory Group Report on Snow Removal Decision

Murray reported on the progress of the snow maintenance improvement conversations over the past meetings.

David Craig, West Shore Aviation, presented on proposed solution with snow maintenance included in the packet that was approved by the Airport Advisory Group. The plan covers December-March. Craig presents that the current recommendations all come from a single provider to increase efficiency. Craig submits rental agreement documents to counsel.

Murray expounds that the proposed solution covers the cost of equipment, though not the operation of the equipment that will be completed by FBO. Snowstorms outside of the time frame will be covered by AvFlight.

Corbin reminds that the advisory committee, executive committee and FBO worked in collaboration on this plan and confirms that this is for one snow season. Corbin acknowledges that all initial reasons for the postponement have been addressed and thanks the advisory committee for working through this process and doing the work.

Hoekwater also thanks David Craig and the committee for their work.

09.09.09.01 Corbin motions to wave the current West Michigan purchasing policy in reference to the Competitive Bid Process so the board may enter into a rental agreement for snow removal equipment with Holland Equipment Services, the cost of this rental agreement is reasonable in scope and is necessary due to the short turnaround time, and necessary to meet

the demand of the upcoming snow season. This motion is pending review and approval by corporate council, and then to authorize the Board Chairperson and the Treasurer to make necessary budget adjustments and sign the contract on behalf of the West Michigan Regional Airport Authority.

Moved by Corbin, Seconded by Keeter.

Roll Call vote:

Aye: Corbin, Gruppen, Blanton, Dannenberg, Keeter, Branson, Murray

Absent: Byrd, Virtual: Hoekwater.

09.09.09.02 Corbin motions to reject all original bids that reference the purchase of snow equipment.

Motion Corbin, Seconded by Blanton

Roll call vote:

Aye: Corbin, Gruppen, Blanton, Dannenberg, Keeter, Brandson, Murray

Absent: Byrd, Virtual: Hoekwater

09.09.10 FBO Report

Vandenbrand presents the FBO Report and thanks the board for the snow equipment progress.

Motion to accept report:

Moved by Keeter, Seconded Dannenberg

Motion Carries.

09.09.11 Financial Report

McCammon presents on financial standing and reiterates the good financial position for the snow rental agreement.

Motion to Accept Report:

Moved by Keeter, Seconded Dannenberg

Motion Carries.

09.09.12 1200 Aero Report

Sawyer presents the data from the last month from 1200 Aero.

Murray requests additional information on the difference between operations to understand which are corporate tenants. Murray recommends Sawyer work with Craig to gain better understanding of the FAA codes.

Corbin requests definitions of the different part classifications be provided to the board and reiterates the importance of detailed tracking for funding grants.

09.09.13 Public Comment

David Craig, West Shore Aviation, recommends that the board refine the 1200 Aero report to better understand which airplanes fit classifications because there is some variance and offers guidance on regulation codes.

Open to Board Comments:

Storey submits a flyer on the "Prepare Fair" to the board.

Corbin brings up several items for us to address soon including fence maintenance, mowing contracts, lease agreements, and a resolution on the North-South Runway.

Murray addresses that the North-South Runway will be a key discussion for the October board meeting. Murray iterates that we continue to evaluate all open contracts.

Keeter reiterates the importance of the North-South Runway resolution.

09.09.14 Adjourn

Motion to Adjourn

Moved by Keeter, Seconded Dannenberg

Motion Carries.

West Michigan Regional Airport Authority
ATTN: Board Members
60 Geurink Blvd.
Holland, MI 4923

Dear Airport Authority Board,

On behalf of 4 One Air LLC, the User Group has unanimously passed a motion to recommend that the flight school franchise fee be waived for 2023 and 2024 to date. In addition to this, we recommend the flight school franchise fee be waived for a minimum of 5 years until 2029. According to the Operating Agreement between West Michigan Regional Airport Authority and 4 One Air LLC, Section 3, subpart a. It states, "The WMAA may, in its sole and complete discretion, grant a waiver in whole or in part of the annual franchise fee to be paid by the Operator to WMAA. The granting of such waiver shall not impair the right of the WMAA to reinstate the franchise fee in subsequent years in accordance with the terms and conditions of this paragraph. Any waiver of the franchise fee shall be in writing, executed by the duly authorized representative of the WMAA and the Operator. After 2029, the franchise fee can be revisited.

4 One Air LLC is a major source for growth at the Holland airport producing 2,000 flight operations per year and growing. There is no other single source operation that produces the numbers that the flight school can produce. They are committed to positive growth for the community and positive growth for our airport.

Here are some quantifiable numbers for the airport if you allow them to grow without this fee.

1. 4 One Air has increase operations by 30% from 2023 and are aiming to increase another 30% next year. This means the flight school could produce up to 2,600 operations in 2025.
2. Because of the volume of numbers of operations, they may be able to hire an individual to file and track IFR and VFR flight plans needed to count towards grants in excess of \$450,000.
3. The continued relationship between WMRAA and 4 One Air LLC has fostered tremendous amount of community engagement. This is huge for mileage votes for the airport. The flight school is the leader at the airport for community engagement. They see more Holland faces than any other entity on the airfield.

Without the burden of the flight school franchise fee over 4 One Air LLC, they will be able to hire an individual to better track their flight plans to be filed. This could potentially get our airport the funding we desperately need.

Thank you for your consideration and we trust you will make the best decision.

Sincerely
Holland Airport User Group

**CUNNINGHAM
DALMAN PC**
ATTORNEYS AT LAW

Jeffrey K. Helder
Ronald J. Vander Veen
Carole D. Bos
Bradley K. Glazier
Randall S. Schipper
Susan E. Vroegop
Gregory J. McCoy
P. Haans Mulder
Vincent L. Duckworth+
Nicholas R. Dekker
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Derek W. Dalman
Rachel L. Hillegonds
Robert M. Howard
Carl Thorwall

Of Counsel:
Ronald L. Dalman
James A. Bidol
Andrew J. Mulder
Joel G. Bouwens
David M. Zessin

September 17, 2024

4 One Air LLC
Attn: Rick Thompson
65 West 34th Street
Holland, MI 49423

RE: West Michigan Airport Authority

Dear Mr. Thompson,

Cunningham Dalman, P.C. represents the West Michigan Airport Authority (the "Authority") concerning various matters and operations at the West Michigan Regional Airport (the "Airport"). As you know, 4 One Air LLC (the "Operator") and the Authority entered into an Agreement Regarding Operation of Flight School on or about February 13, 2023 (the "Agreement"), a copy of which is enclosed. According to the Agreement, the Operator is permitted to provide flight training services at the Airport, subject to certain requirements as set forth in the Agreement, in exchange for payment of a franchise fee. See paragraph 3 of the Agreement. It is our understanding that none of the franchise fees have been paid by Operator since the Agreement was executed. Although we also understand the Operator has not received invoices from the Airport for the franchise fees, there is no such requirement in the Agreement. The franchise fee is \$9,159.72 per year (subject to annual CPI adjustment), payable in monthly installments which should have been \$763.31. The current amount of franchise fees outstanding and in arrears is \$15,266.20.

The Authority has a responsibility to its municipal citizens to manage its finances responsibly, which includes charging for use of the Airport and enforcing its legally binding agreements. Tenants at the Airport pay rent, and operators at the Airport pay franchise fees, and the Authority does its very best to treat all such users of the Airport fairly and equitably in that regard. Therefore, by this letter please be advised that the Authority intends to enforce the Agreement between it and the Operator, just as it enforces agreements with others on field. You advised Chairman Murray that another tenant may be operating a for-profit operation similar to yours. That will be investigated and addressed as necessary with that tenant. The Authority does seek a fair operation for all tenants and your information was received and will be addressed.

That being said, the Authority understands that the Operator provides a useful service and makes other positive contributions at the Airport and the overall community. Therefore, by this letter, and as permitted in paragraph 3(a) of the Agreement, the executive committee of the

+ Also licensed in Ohio • * Also licensed in Illinois

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E-mail info@cunninghamdalman.com • Voice 616-392-1821 • Fax 616-392-4769 or 616-396-7106

Authority proposes to allow the Operator to cure the franchise fee delinquency over the next two years by paying \$1,399.40 per month beginning this October 1. This would result in the delinquency being fully cured in September of 2026. Throughout the upcoming two years, in the interest of a reasonable solution, we also propose that the Authority forego any CPI adjustment of the existing franchise fee, meaning the base fee will remain \$9,159.72 per year until October of 2026. The Authority will then modify the Agreement via an addendum to reflect the updated CPI calculation date, timing, and amount, following the general terms of the current Agreement with the appropriate changes effective with the October 1, 2026, franchise payment and then on the appropriate annual adjustment. The Operator will know that new payment amount in advance as it will be determined and within the addendum, based on the appropriate factors for the adjustment.

It is our hope you find this proposal to be reasonable as it is intended to help promote your business while also meeting agreed to obligations. If you do agree, we will be happy to prepare an addendum to the Agreement, which can be proposed to the Authority Board of Directors for consideration and approval at its next public meeting. Please respond via electronic mail not later than 3:00 PM Eastern Time on September 23, 2024, if this proposed solution is agreeable to you. You may email me directly on this matter.

If the Operator accepts this proposed resolution a formalized agreement will be prepared for signature by the Operator and, upon approval by the Authority Board of Directors, by the Authority.

If you have any questions, please feel free to contact me. Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Rachel Hillegonds", written in a cursive style.

Rachel L. Hillegonds

rachel@cunninghamdalman.com

RLH/ljc
Enclosure

AGREEMENT REGARDING OPERATION OF FLIGHT SCHOOL

between

WEST MICHIGAN AIRPORT AUTHORITY

and

4 ONE AIR LLC

THIS AGREEMENT REGARDING OPERATION OF FLIGHT SCHOOL ("Agreement") is entered into this 13th day of February, 2023 (the "Effective Date"), by and between the **West Michigan Airport Authority**, a community airport authority formed under Act 206 of the Public Acts of 1957, of 60 Geurink Blvd., Holland, MI 49423 ("WMAA"), and **4 One Air LLC**, a Michigan limited liability company, of 65 W 34th Street, Holland, MI 49423 ("Operator").

WITNESSETH

On December 18, 2020, 3303 John F. Donnelly Drive, LLC, a Michigan limited liability company ("Tenant") entered into a Ground Lease ("Lease") with WMAA whereby WMAA, as lessor, leased to Tenant, as lessee, certain premises more particularly described in the Lease, upon which Tenant planned to construct various improvements, including, without limitation, an airplane hangar (the "Premises"). Tenant constructed a hangar building on the Premises (the "Hangar"). Tenant has entered into a sublease with the Operator, which WMAA has approved, whereby the Operator is subleasing a portion of the Hangar from Tenant for purposes of operating a flight school.

AGREEMENT

FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN PROVIDED, THE WMAA AND OPERATOR AGREE AS FOLLOWS:

1. Flight Training School Standards. The Operator shall provide flight training services in accordance with the WMAA's Minimum Standards for Fixed Base Operators and Permit Holders to Provide Aeronautical Services to the Public, as amended from time to time, and all charges, rules, and regulations governing the West Michigan Regional Airport ("Airport") issued by the Federal Aviation Administration, Michigan Department of Transportation, any other federal or state aeronautical agencies, the City of Holland, the WMAA, and any other agency or entity which may have jurisdiction, in whole or in part, over the Airport.
 - a. Hours of Operation. Normal hours of operation are to be posted on the building and Operator's website.

- b. Space Requirements. Operator shall lease an area of Airport land sufficient in size to provide the office space required to support its operation. Operator shall also lease sufficient apron area to stage flights and provide for the storage, aircraft display, parking or tie-down of as many aircraft as Operator reasonably expects to have on hand, employee parking, and customer parking. Operator will lease or construct a building to provide appropriate lighted and heated space to perform work, office space, storage, and a public waiting area that includes indoor restroom facilities and a public telephone.
- c. Aircraft Specifications and Equipment. Operator will maintain airworthy single-engine and/or multi-engine aircraft owned or leased in writing to Operator.
- d. Storage of Aircraft. Operator shall park and store its planes in the Hangar or ARR Aviation BIV, LLC's hangar.
- e. Instructors. Operator will provide a minimum of two commercial pilots, with appropriate rating to cover types of training offered.
- f. Type of Training. Operator may provide private pilot, instrument rating, commercial pilot, and certified flight instructor training, so long as Operator maintains the appropriate levels of certified and qualified instructors. Operator shall provide to WMAA instructor credentials upon request.
- g. Supervision. Operator shall provide an instructor of record to monitor all instructors and instruction to ensure the quality and standardization of the flight training.

2. Conduct of Operations. In its use of the Hangar and Premises, the Operator will (i) not consent to any unlawful use of the Hangar or Premises, nor permit any such unlawful use thereof; (ii) observe all Federal, State, and local laws, including the rules and regulations of aeronautical authorities and the WMAA; (iii) conduct its business in an orderly and proper manner, and so as not to annoy, disturb, or be offensive to others at the Airport; and (iv) comply with all rules, regulations and codes pertaining to sanitation, health, policy, and fire protection.

3. Franchise Fee. In consideration of the rights and privileges granted by this Agreement, the Operator shall pay to the WMAA an annual operating/franchise fee, which fee is currently Nine Thousand One Hundred Fifty Nine and 72/100 Dollars (\$9,159.72), payable in equal monthly installments. Payments of the monthly installments shall be paid in advance on the first day of each month, provided, if the first day of any month is not a business day, such payment shall be made on the first business day of the month.

- ii. The WMAA may, in its sole and complete discretion, grant a waiver in whole or in part of the annual franchise fee to be paid by the Operator to WMAA. The granting of such waiver shall not impair the right of the WMAA to

reinstate the franchise fee in subsequent years in accordance with the terms and conditions of this paragraph. Any waiver of the franchise fee shall be in writing, executed by the duly authorized representative of the WMAA and the Operator.

- b. Commencing on the first anniversary of the Effective Date and each year thereafter, there shall be an adjustment to the franchise fee as hereinafter set forth (Index Adjustment). All index adjustments shall be cumulative, and shall be based upon any increase in the Index as published by the Bureau of Labor Statistics ("Index"). For purposes of this Agreement, the Index means the final index for all items for urban wage earners and clerical workers commodity groups for the United States as determined by the United States Department of Labor, Bureau of Statistics, or any replacement index published by the United States. The adjusted franchise fee for the twelve (12) months succeeding any adjustment and shall be the amount obtained by dividing the franchise fee in effect just prior to adjustment by the Index number for the month of June of the current year; provided, however, that in no case shall such adjustment result in a decrease in the franchise fee. Following each adjustment, the "franchise fee", as used in this Agreement, shall mean the franchise fee as most recently adjusted. Until an Index adjustment is made to the franchise fee in a calendar year, the Operator shall continue paying the franchise fee previously in effect on a timely basis. Upon notification by the WMAA of the adjusted franchise fee, Operator shall immediately pay to the WMAA the difference between the franchise fee paid and that which would have been due had the Index adjustment for the fiscal year been imposed at the beginning of the fiscal year and Operator shall thereafter continue paying the equal monthly installments of the adjusted franchise fee. Should the United States Government revise its price index at any time, the parties hereto shall follow such suggestions as the government may publish for making an arithmetical change over from one Index to the other. If the Index shall cease to be published, a reasonable substitute index shall replace it for purposes of this Agreement.

4. Insurance. Operator will maintain insurance coverage in accordance with requirements of the WMAA at all times, including without limitation: (i) commercial general liability limits of \$1,000,000 for both general aggregate and each occurrence; (ii) the City of Holland and WMAA listed as additional insureds; (iii) waiver of subrogation language in favor of the City of Holland and WMAA; (iv) hangarkeeper's liability coverage of \$1,000,000 each aircraft limit, and each loss limit, including physical damage coverage for the aircraft that will be on the Premises; (v) proof of insurance must be provided annually; (vi) an AM Best rating of "4" or higher is required for all insurance carriers. Additionally, Operator shall require all students to sign a waiver of liability, holding harmless and indemnifying the WMAA, Airport and its employees, officers and constituent communities (the City of Holland, City of Zeeland, and Park Township), in a form substantially similar to **Exhibit A**. WMAA reserves the right, in its sole discretion, to reevaluate and amend insurance coverage required of Operator on an annual basis.

5. Compliance with Federal Agreements. This Agreement shall be subordinate to the provisions of any existing or future agreement between the WMAA and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport, provided, however, that any right, title, and interest of the Operator in the Hangar shall not be taken without just compensation therefor being first made. In addition, this Agreement shall be non-exclusive and subordinate to the provisions of any existing or future agreement between the WMAA and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditures of Federal funds for the development of the Airport.

6. Signs. The Operator shall have the right to erect a building and/or occupant identification sign upon the exterior of the Hangar or in the front yard area (the portion of the building facing Geurink Boulevard) thereof, unless prohibited by the terms of the sublease between the Tenant and Operator. The sign shall be approved by the Airport Building & Development Committee. No other signs or advertising matter shall be painted, posted, or displayed upon any portion of the Premises, including upon the buildings and structures placed thereon, without the written consent of the WMAA.

7. Termination, Cancellations, Forfeiture. The Operator and WMAA agree that this Agreement shall terminate upon (i) the expiration or termination of the sublease between Tenant and Operator or (ii) the breach by the Operator of any of the terms and conditions of this Agreement. In the event of breach of insurance requirements in paragraph 43 above, the WMAA shall give written notice to the Operator, and if such breach is not cured by the Operator within 7 calendar days of the date such notice is mailed by the WMAA, this Agreement shall be deemed forfeited by the Operator and canceled by the WMAA. In the event of any other breach of this Agreement, the WMAA shall give written notice to the Operator specifying the nature of the breach by Operator, and if such breach is not cured by the Operator within 30 days of the date such notice is mailed by the WMAA, this Agreement shall be deemed forfeited by the Operator and canceled by the WMAA. Operator shall pay reasonable costs and attorney's fees incurred by WMAA in connection with the termination, cancellation, forfeiture, or enforcement of this Agreement. In addition to the foregoing, the Operator may terminate this Agreement at any time by providing written notice to WMAA.

8. Assignment of Operator Interest. It is agreed that the Operator shall not assign or transfer this Agreement without the written consent and approval of the WMAA, which consent shall be in the WMAA's absolute discretion.

9. Release of Liability. The Operator hereby releases the WMAA, its officers, agents, servants, and employees from any and all claims and liabilities of any type whatsoever for damage to, loss of, or destruction of any property of the Operator, its officers, or other party, and for the injury to or death of any person, firm, corporation, or other party, and for injury to or death of any students, and of any person or persons which may now or hereafter arise out of or result from or be in any way connected, directly or indirectly, with said training or the operation of the aircraft here under or performance of this Agreement.

10. Indemnification. The Operator further agrees to indemnify and save harmless the WMAA, its officers, agents, and employees, from and against any and all claims and liabilities of any type whatsoever and for damage to, loss of, or destruction of any property of a person (including, but not limited to, Operator's officers, agents, servants, and employees), firm, corporation and/or other party, and for injury to or death of any person or persons (including, but not limited to, the students and Operator's officers, agents, servants, and employees) which may arise out of or result from or be in any way connected, directly or indirectly, with the performance of this Agreement. This indemnity agreement shall extend also to any expense incurred by the WMAA in the connection with the defense of any such claims contemplated herein.

11. Arbitration. All claims or disputes arising out of or relating to this Agreement shall be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Society. Venue for such arbitration shall be Holland, Michigan. Notice of demand for arbitration shall be filed in writing with the other party to the Agreement and with the American Arbitration Association, and shall be made within a reasonable time after the claim or dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereon. Except by written consent of the person or entity sought to be joined, no arbitration arising out of or relating to the Agreement shall include, by consolidation, joinder, or in any other manner, any person or entity not a party to the Agreement, unless it is shown at the time the demand for arbitration is filed that: (i) such person or entity is substantially involved in a common question of fact or law; (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration; and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. The Agreement of the parties to arbitrate claims and disputes shall be specifically enforceable under the prevailing arbitration law. Pending final decision of the arbitrator or arbitrators, the parties shall continue diligently with the performance of their obligations under this Agreement.

12. Reporting. On a quarterly basis during the term of this Agreement, the Operator shall report to the Authority the number of students enrolled in the flight school and student flights, and the quantity and types of aircraft on site, which information shall be recorded and maintained by the Operator as part of its normal business operations. The Operator's records regarding such information shall be open for inspection by the WMAA upon reasonable request and during normal business hours. Such information shall be held in strict confidence and shall not be disclosed without Operator's prior written consent.

13. Entire Agreement. This Agreement constitutes the entire understanding between the parties, and as of its Effective Date, supersedes all prior independent agreements between the parties covering the subject matter thereof. Any change or modification hereof must be in writing, signed by both parties.

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

15. Notice. Any notice given by one party to the other in connection with this Agreement shall be in writing and shall be sent by registered mail, return receipt requested, with postage prepaid to:

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

4 One Air LLC
ATTN: Rick Thompson
65 W 34th Street
Holland, MI 49423

Notices shall be deemed to have been received on the date of the receipt as shown on the return receipt.

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

17. Governing Law. This Agreement is to be construed and governed in accordance with the laws of the State of Michigan.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the WMAA and Operator have signed and sealed this Agreement the day and year first above written.

WMAA:

West Michigan Airport Authority

By: 
Kevin Klynstra
Its: Chairperson

Approved as to form:

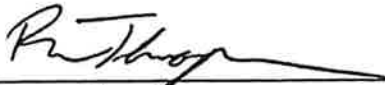
WEST MICHIGAN AIRPORT AUTHORITY

By: 
Ronald VanderVeen, Attorney

Date: February 10, 2023

OPERATOR:

4 ONE AIR LLC

By: 
Rick Thompson
Its: Member

Subject: Re: WMRA Flight School Franchise Fees

Date: Thursday, September 5, 2024 at 20:58:45 Eastern Daylight Time

From: Rick Thompson

To: Chuck Murray

CC: s.corbin@cityofholland.com

Hi Chuck!

In my previous conversations, I have expressed the franchise fee amount. It puts the flight school at risk of needing to close doors. It has been presented to me that the fee was just taken as a percentage of the franchise fee for the FBO. I'm not sure that this is equitable as I am not producing in the amounts of what the FBO is doing. It also puts my flight school at a disadvantage to the surrounding flight schools in West Michigan as there is only one flight school that I know of that receives fees and that is Western Michigan University. I am not a public university with millions of dollars in donors and funding.

I understand the concept that there must be a barrier to enter into commercial activity at the airport. I am willing to offer up a solutions for a more reasonable and equitable fee to enter into that activity.

The concern that I have is that WMRA has no measure in place to protect me from other commercial activity happening around the airport. I can't justify paying a fee that does nothing for me unless WMRA is willing to step up and manage/ police all commercial training activity happening on a daily basis. For instance, today a plane in the t-hangar had a training flight which is commercial activity. Personally, I'm not against it. But if I am required to pay this fine, I would need to see WMRA taking action to minimize other activity for it to make sense. Otherwise I'm just giving you money for no benefit to the flight school for doing so. It has been asked of me to tell WMRA all of the commercial activity happening. I don't think that would be my responsibility to do this as I am paying a fee for WMRA to do so.

I do not desire to move my operation as I have spent the last 15 years working at the airport. However, I have the ability to move my operation to a field that wouldn't charge me this. This would take the largest avgas fuel purchaser off the property in which we pay flowage fees to WMRA as well as take hangar leases away from other users as well as publicity away from WMRA for millage as well as hired help for winter operations through AvFlight. I obviously do not want this nor does the board nor does any airport user.

There is also a matter to discuss in which WMRA violated the terms and conditions of our agreement. It states clearly that I was to be invoiced monthly for this. The entire year of 2023 was never invoiced to me and at the end of the year, I was sent an entire years worth of bills to pay. Since that time however there have been monthly invoicing coming but it does fall outside the bounds of our operating agreement.

Our next user meeting we will discuss a fair and equitable solution to present to the board and get it into your agenda to discuss.

Rick Thompson
Owner / CFI
616-283-1478



On Thu, Sep 5, 2024 at 11:26 Chuck Murray <chuck@ggtmlaw.com> wrote:

Hi Rick,

I am following up on this issue concerning the franchise fee and lack of payments. Please advise when we can try and schedule a time to discuss.

Chuck

Charles R. Murray, [Attorney at Law](#)

Gielow Groom
Terpstra & McEvoy

Direct: 231.291.0113 | **Office:** 231.747.7160

Assistant: Amanda Farrar | 231.291.0115 | amanda@ggtmlaw.com

[281 Seminole - 2nd Floor, Norton Shores, MI 49444](#)

ggtmlaw.com

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From: Chuck Murray <chuck@ggtmlaw.com>
Date: Wednesday, August 28, 2024 at 21:55
To: Rick Thompson <rick.thompson@4oneair.com>, s.corbin@cityofholland.com
<s.corbin@cityofholland.com>
Subject: Re: WMRA Flight School Franchise Fees

Hi Rick,

I'd like to schedule a time to discuss this issue. We do need to get it addressed and resolved per the contract terms. It sounds like it was not handled timely by the former director in ensuring the billing process was setup shortly after the contract was agreed to by the Board and your company, but there is a contract in place since Feb 2023. Therefore, we need to get a plan in place to bring it into compliance. Please let me know when we can discuss. I have time next week on Tuesday and Thursday.

Cc: Scott Corbin, Vice Chair

Chuck

Charles R. Murray, [Attorney at Law](#)

Gielow Groom
Terpstra & McEvoy

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From: Leanne Schaeffer <leanne.schaeffer@boileau.co>

Date: Tuesday, August 27, 2024 at 14:24

To: Rick Thompson <rick.thompson@4oneair.com>

Cc: Chuck Murray <chuck@ggtmlaw.com>

Subject: WMRA Flight School Franchise Fees

Hi Rick!

I hope all is going well for you and 4OneAir!

We received your question on Franchise Fees. I've cced Chuck Murray, Board President, on this email who will be your contact on the conversation.

I'll let you two take it from here.

Thank you,
Leanne

Leanne Schaeffer [Boileau & Co.](#)

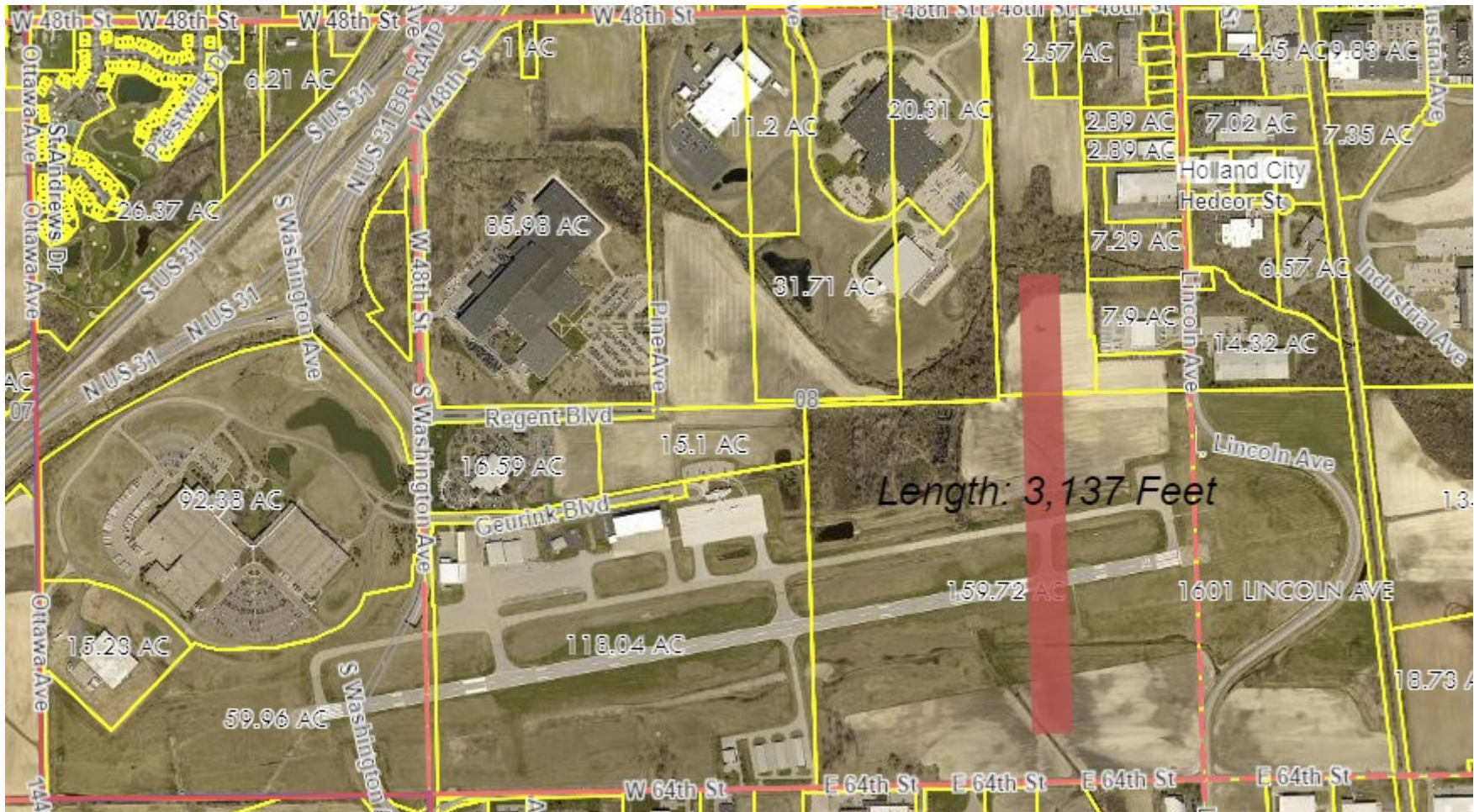
/ o. 616.786.4461 c. 616.402.7224

/ w. [boileau.co](http://w.boileau.co)

/ kolbe 6752



Cross Wind Runway



Phase one could be a simple, grass, north, south runway for small planes only is an idea to get started if funding was a few years out. Clear trees in the flight path. Could even be daylight hours only no lights at first. I believe this can be done with no EGLE permits, I have walked the property with EGLE already. We may not even need funding for this it might only be \$200,000-

\$400,000 if we get our IFR operations up we could pay for it with no match. Phase 2, make a SHOVEL ready project for (pavement, lights, approach). Possible taxi way (yes or no) less cost less plowing less maintenance.

The runway proposed on the master plan is about 350 feet longer and costs potentially exponentially more (two to three times). Why cross the river with the runway? We should just put the runway approach lights and other stuff over there. Pilots get a very gentle approach allowing them to use maximum runway of what is available, it just makes common sense to me. I believe even 600 feet longer will not increase traffic on this runway 3,000+/- is more than enough in a strong crosswind for almost all aircraft under 12,500 lbs, single and twin engine. This is about 80+% of the airport traffic.



Planes of this size carry 7- 10 passengers and land at about 65-85 mph and take about 2,000-2,500 feet to stop in no wind. If the wind is strong from the North, just say 20 -30 miles per hour, (its common in the winter months) that number allows

planes to land on a runway that is 40% shorter. That is 1200 to 1500 feet to safely. On a 3,000-foot runway the landing plane only needs about half of it. All the rest is safety margin. I'm trying to say pretty big airplanes would use it an estimated 30% of the time.

I heard at a meeting a few months ago from Jeff at Mead and Hunt that only 5% of the time the wind is not blowing east or west according to the FAA. I almost fell out of my chair laughing when I heard this, and the room took it as fact. Have any of you ever tried to rake or blow leaves at your home? Is the wind 95% of the time blowing the same way? Is airport wind somehow different? Your gut should tell you that data is wrong the "meter is broken". I called Mike at the Muskegon aircraft control tower 1-231-798-1222 Friday 9/27/2024 @3:01pm and asked if they had runway tracking data. He said no, not officially just total takeoff and landings. I asked how long he had been working there and how often do pilots request the north south for wind under the context of a "Jeopardy" question not in a court of law. He was quick to say 30% of the time. He then informed me he has 10 years of service there. The north /south numbers go up in the fall spring and winter months and lower in the summer he said. So I put my engineering thinking to work, when the tire traction to keep us on the runway is the worst, the conditions are the worst and the runway direction is the worst. This seems to me like something we should solve if it is possible. I have 30 plus years of flying out of the Holland area and this matches my experience 100%.

The largest user of our airport is the flight school. 2025 calendar year to date about 2,000 flight operations. I met with Rick Thompson who operates the flight school and looked for data. After reviewing the data 19% of the flights are canceled because we do not have a North / South option. That's 380 additional operations year to date. If you're a student and your schedule falls on these days often you might go to a different school, or even worse feel pushed into making a risky choice.

Another benefit to a cross runway is congestion. As activity grows at KBIV, accommodating the needs of business, and school aircraft will be improved on low to no wind days. The flight school could use this runway, freeing up the longer one for business traffic.

Propeller aircraft generally do not want the sand put on the runway during the winter needed by the larger Jet aircraft. Sand damages propellers costing thousands of dollars per year. Having a paved, plowed, not sanded, runway will make many of us really happy.

I believe the most important reason for the cross runway is safety. When the conditions are legal, but at or beyond their skill level, pilots feel forced to “try it”. There can be a lot of pressure unintentionally put on the pilot. For instance the plane needs to be back for the next lesson, the passenger has a ride waiting etc.... In the past year, several times planes have left the runway “sideways” because of no options. The flight school 172 needed a new engine and propeller this winter when it went into the grass unintentionally. It cost about \$40,000 to fix and took almost 4 months to repair. FYI, insurance only covered about half. The plane is not owned but leased to the flight school if this happens again they may stop leasing crippling the school with plan shortages. Also last year Honda jet did the same and cost mega dollars to fix. (I doubt the pilot is excited to ever return to Holland) Others go off with no recordable damage except scared the \$#@ out of the pilot and passengers. Is that the experience we want to offer our hard-working taxpayers? That’s how you get people to say “I’m never flying again”.

Another benefit is hanger growth, the North/ South runway provided space for tons more hangers that actually overlook the airport. I personally have never liked the “new hangers” being built in a corn field behind the terminal with NO visual access to the activity. 100% of the taxi way / ramp cannot have dual purpose like our current ones do increasing our funding needs forever. Quick question how would you like to build a beach house in the middle of the woods. We all LOVE airplanes not cornfields, that’s why we spend our free time here. Put buildings for tractors in cornfields and buildings for aircraft overlooking the runway. It’s so simple to me. Having the back area delayed may be a huge blessing in disguise. That funding could be the taxi way for the future runway , and the “driveway” for the aircraft to their hangers.

Please take the time to think 5 , 10, 20, 50 years out in planning. The single largest cause of airport death is urban pressure from noise and housing. Those of us on the board that are over 50 can recall two very similar things one it went by fast, two WOW how Holland has grown. If the north south runway is abandoned the surrounding property will be developed, people will move in and start the slow painful death of KBIV. It has happened all over the nation. Do not be naive and say it won’t

happen here. As an airport we should buy ALL surrounding land whenever possible. It broke my heart to see us sell property last year. The airport board needs to control as much land as possible for long-term success. Rent it, farm it, develop it with control, intelligence, and restrictions, but never sell it.

Are we a group that considers ourselves to be honest God-fearing people? The previous board committed to the north-south runway to get the funding to build the terminal. The state would never have funded it without that commitment because they want to see safe, growing airports. If we are people of integrity, we have a responsibility to follow through.

The land for the North / South runway has been for sale for years. When I started to really focusing my support at KBIV I pushed the board to buy it. No movement from the leadership so I bought the land so it would not be developed. Or a crazy high price put on it because of the runway approval news. I want it to be for the airport and am willing to sell it below appraised value to help the cause. I'm willing to offer owner financing, or donate it in exchange for land lease forgiveness, or a combination of any other practical ideas. I want the airport to WIN.

We have something special here, if we choose to grow it. Some airports are dying and funding is being reduced, others are building businesses and receiving additional funding. Who do you want to be? Dying or Growing?

KBIV needs a certain number of Jets on the field to maintain funding from the state/fed gov. Do you know that if one jet leaves KBIV as its home airport the funding that we use for general operations is drastically reduced. We don't have enough money next year to exist. I have had two potential jets choose other airports because we do not have any options in weather that is not east /west. I have room to store 4 more jet aircraft and a little office space for each of them making KBIV an ideal location. With a few new jet tenants we can add safety margin to our funding security. FYI, jet tenants always file IFR, consume vast quantities of fuel, need significant maintenance. Win, win, win.

These are combination of advisory board, and personal thoughts / comments

In summary, we are 100% support the creation of a north south runway!

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

Wednesday, October 9, 2024 at 16:24:43 Eastern Daylight Time

Subject: FW: tie downs - Phil Koomia
Date: Tuesday, October 8, 2024 at 11:28:34 Eastern Daylight Time
From: Courtney Sawyer
To: Chuck Murray
Attachments: Outlook-ad4cbdtr.png, Outlook-Icon Desc.png, Outlook-Icon Desc.png, Outlook-Logo, icon.png, Outlook-Icon Desc.png

Chuck,

This email is intended for public comment for the October board meeting.

Thanks,

Courtney Sawyer, Community Engagement Specialist and Operations,
(she/her/hers)
West Michigan Airport Authority | Office 616-368-3022 | Cell: 616-312-3733 |
c.sawyer@wmraa.org | Mail: West Michigan Airport Authority, 60 Geurink Boulevard, Holland, MI 49423 |
Website: westmichiganregionalairport.com

From: Phil Kooima <philk@kooimaag.com>
Sent: Tuesday, October 8, 2024 9:49 AM
To: Courtney Sawyer <c.sawyer@wmraa.org>
Subject: tie downs - Phil Koomia

Dear WMRAA,

I am a private pilot that utilizes your facility about 5 times per year. I fly a cherokee 6 (N769LZ). I buy fuel when I land at KBIV.

I prefer to tie my airplane down. There are no tiedowns up front by the nice terminal. I park out on the west ramp. The tie downs there are in bad shape.

- no paint markings
- weeds
- some of the anchors are broken off from the snow plows. (it is difficult to move my airplane by hand after I pull up to a tie down location and find one of the anchors broken off)
- I usually have to dig the dirt and debries out of the tie down to use.

You guys have a beautiful facility. You could make it easier on us transient pilots with good tie downs.

The comments may be made public.

Best Regards,

Phil Kooima

712-541-7104 cell 712-476-8409 office



Phil Kooima

Owner | Kooima Ag

800-522-8874

www.KooimaAg.com



LETTER OF TRANSMITTAL

To: _____

Date: _____

Address: _____

RE: _____

Job #: _____

We are sending you the following: ☐ Plans ☐ Shop Drawings ☐ Specifications ☐ Photographs

☐ Copy of Letter ☐ Change Order ☐ Survey ☐ Other _____

Via: ☐ Hand Delivery ☐ UPS Ground ☐ UPS Next Day ☐ Fed Ex ☐ Mail ☐ Client Pick-Up

Copies	Date	No.(s)	Description

These are transmitted as checked below:

☐ For approval ☐ Approved as submitted ☐ Re-submit ☐ As requested ☐ Approved as noted
☐ Corrected prints ☐ Returned after loan to us ☐ Returned for corrections ☐ For your use
☐ For review and comment ☐ For bids due on _____

Comments:

Signed: Bradley S. DeVries

cc: _____

Site Plan Review Application

Name of Applicant: _____

Email & Phone Number of Applicant: _____

Name & Address of Owner: _____

Legal Interest of Applicant in Subject Property: _____

Address of Subject Property: _____

Permanent Parcel No: _____

Zoning District: _____

Lot Dimensions/Acreage: _____

Description of Proposed Site Plan with Square Footage:

SUBMITTAL REQUIREMENTS

- ☐ A completed site plan review application
- ☐ Application fee
- ☐ One digital PDF copy
- ☐ Two folded hardcopies of the site plan
- ☐ Written project summary
- ☐ Sustainability Principles Checklist
- ☐ Public Outreach Workshop summary (if applicable)

Required Site Plan Details:

- North arrow; scale bar; date of plan & revisions
- Legal description; address; property tax parcel number
- Clear legend, call hydrants out in plan
- Plans based on accurate land survey
- Property lines & dimensions included
- Existing & Proposed Structures: Location, square footage & dimensions
- Acreage & square footage
- Elevation drawings of all façades & height dimensions; construction materials specified

➤ **A written project summary including:**

- Percentage of site allocated to impervious surfaces
- Key Sustainability Principles included
- Number, type & density of dwelling units, bedrooms, and the proposed market to be served (if residential)
- Impact on Public Services including: Schools, police, fire protection, utilities & traffic
- Expected phases of development
- List of all State, Federal, or other regulatory approvals
- Discussion of relationship to surrounding properties & uses
- Discussion of any impacts such as noise, vibration, smoke, light, glare, etc.
- Other information may be requested to evaluate the site plan

Signature of Applicant: _____

Date: _____

I hereby state that all the above statements and all the accompanying information are true and correct.

Please note: Planning Commission meets every second Tuesday of the month. Applications are due by **5:00 p.m. 28 days prior to the meeting.**

Fees: All costs to be paid by the applicant

SITE PLAN, DEVELOPMENT PLAN, OR SITE CONDOMINIUM REVIEW

- Application for Planning Commission Review: \$500.00
- Amendments requiring Planning Commission approval: \$300.00
- Administrative Site Plan Review: \$400.00

ZONING ORDINANCE AMENDMENTS (Please also complete the Rezoning Application)

- Rezoning **with** concurrent development or site plan review: \$700.00
Rezoning only: \$500.00

SPECIAL LAND USES (Please also complete the Special Land Use Application)

- Application for Planning Commission Review **with** concurrent development or site plan review: \$600.00

Questions?

Contact Senior City Planner, Steve Peterson, Community & Neighborhood Services by calling (616) 355-1330 or emailing planningcomment@cityofholland.com.

SUSTAINABILITY PRINCIPLES

Will your facility have any sustainability building certifications?
example: LEED, Living Building Challenge, etc.

☐ YES ☐ NO

Will your project include any sustainable storm water infrastructure?
example: rain gardens, native vegetation/landscaping and/or permeable surfaces

☐ YES ☐ NO

Will there be any recycling or re-purposing of the construction and demolition waste during construction?

☐ YES ☐ NO

If so, how will you handle the materials?

Will your facility or development be energy efficient?
How will it be efficient?

☐ YES ☐ NO

Are you aware of all the BPW rebates for your facility or development?

☐ YES ☐ NO

Will your facility or development be water-efficient?
How will it be efficient?

☐ YES ☐ NO

Will your development be installing any electric vehicle chargers or alternative fuel sources?

☐ YES ☐ NO

Will the chargers or alternative fuel source be open to the public?

☐ YES ☐ NO

Will your project have interesting or unique sustainable attributes?
example: mass timber, snow melt, natural landscaping

☐ YES ☐ NO

What will the unique attributes be?

WEDEVEN BROTHERS CONSTR. CO.

TGF, LLC WAREHOUSE FACILITY

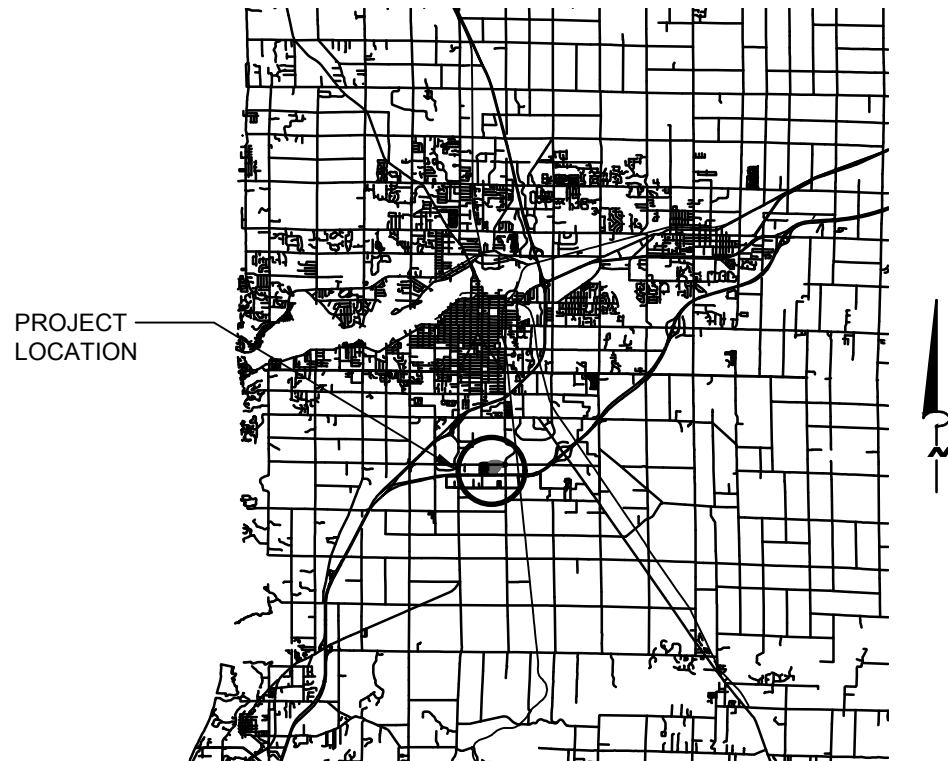
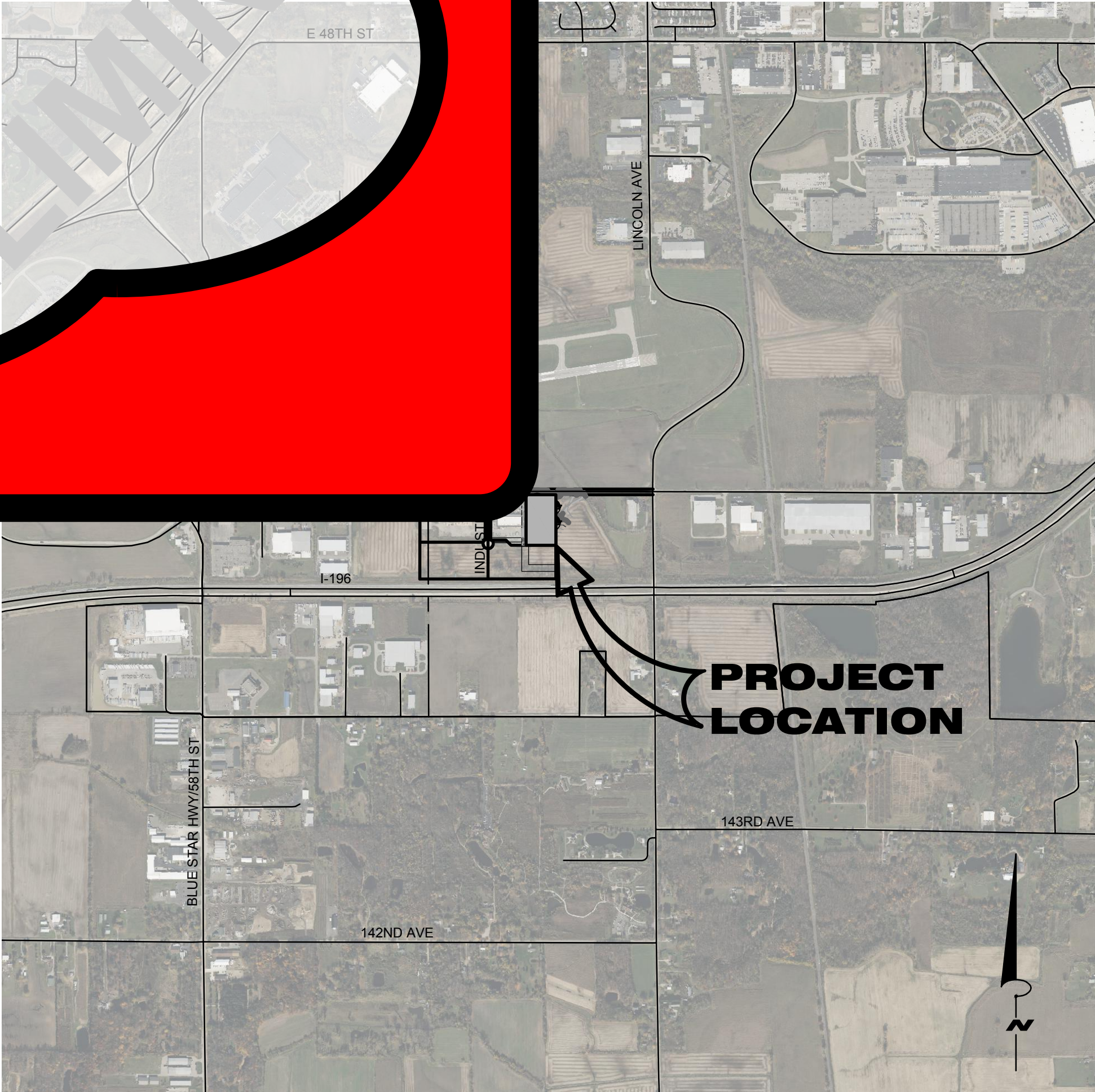
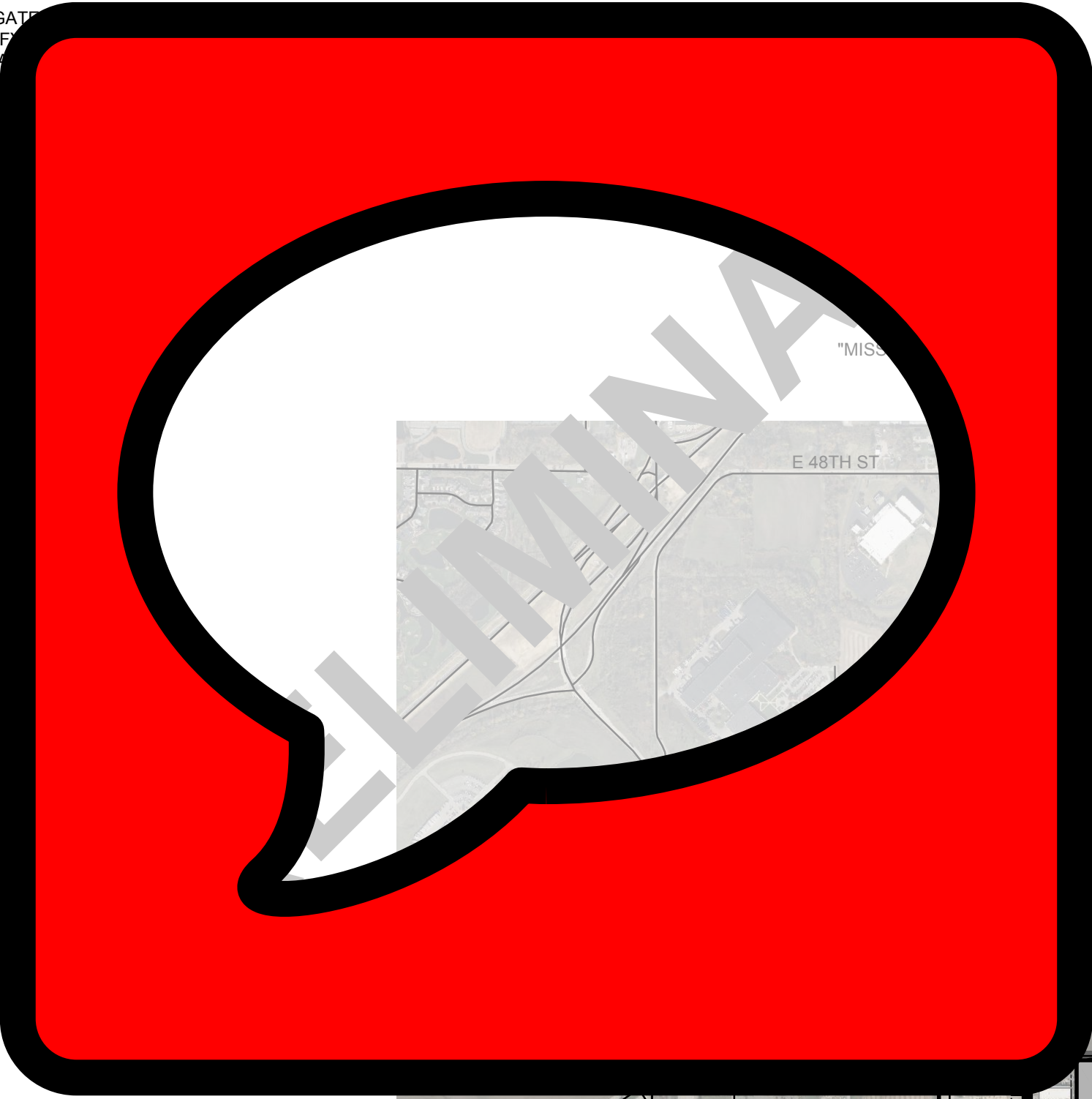
NOTES

- THE "2020 STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND "STANDARD PLANS" BY THE MICHIGAN DEPARTMENT OF TRANSPORTATION (MDOT) ARE HEREBY INCORPORATED INTO THESE CONTRACT DOCUMENTS. COPIES OF THESE STANDARDS ARE AVAILABLE FOR INSPECTION AT THE OFFICE OF THE ENGINEER.
- THE PLACING OF TRAFFIC CONTROL SIGNS AND PAVEMENT MARKINGS SHALL BE DONE IN ACCORDANCE WITH THE 2011 MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD), AS AMENDED.
- ALL WORK SHALL CONFORM TO ALL LOCAL, STATE AND FEDERAL LAWS, RULES AND REGULATIONS IN FORCE AT THE TIME OF CONSTRUCTION.
- THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION WITH OTHER CONTRACTORS INVOLVED WITH CONSTRUCTION OF THE PROPOSED DEVELOPMENT AND FOR REPORTING ANY ERRORS OR DISCREPANCIES BETWEEN THESE PLANS AND/OR PLANS PREPARED BY OTHERS. IF ANY ERRORS, DISCREPANCIES, OR OMISSIONS BECOME APPARENT, THESE SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONSTRUCTION OF ANYTHING AFFECTED SO THAT CLARIFICATION OR REDESIGN MAY OCCUR.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR POSTING ALL BONDS AND INSURANCE CERTIFICATES AND SUBMITTING TRAFFIC CONTROL PLANS FOR REVIEW AND APPROVAL WHICH MAY BE REQUIRED BY THE CITY OF HOLLAND FOR THE CONSTRUCTION OF THIS PROJECT WITHIN THE RESPECTIVE ROAD RIGHT-OF-WAY. THE CONTRACTOR SHALL APPLY FOR THESE PERMITS UNLESS OTHERWISE NOTED.
- IN CONFORMANCE WITH PUBLIC ACT 174 OF 2013, ALL CONTRACTORS SHALL CALL MISS DIG @ 811 OR 800-482-7171 FOR PROTECTION OF UNDERGROUND UTILITIES. A MINIMUM OF THREE FULL WORKING DAYS (EXCLUDING SATURDAYS, SUNDAYS AND HOLIDAYS) PRIOR TO BEGINNING EACH EXCAVATION IN ANY AREA, MEMBERS WILL THUS BE ROUTINELY NOTIFIED. THIS DOES NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY OF NOTIFYING UTILITY OWNERS WHO MAY NOT BE A PART OF THE "MISS DIG" ALERT SYSTEM.
- THE CONTRACTOR SHALL LOCATE ALL ACTIVE UNDERGROUND UTILITIES PRIOR TO STARTING WORK AND SHALL CONDUCT HIS OPERATIONS IN A MANNER AS TO ENSURE THAT THOSE UTILITIES NOT REQUIRING RELOCATION WILL NOT BE DISTURBED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE CITY OF HOLLAND TO NOTIFY THEM THAT WORK IS COMMENCING.
- THE CONTRACTOR SHALL NOTE THAT MACHINE GRADING, MODIFIED INCLUDES THE REMOVAL OF ALL BRUSH, GUARDRAIL, CONCRETE PAD, SPILLWAY AND ALL OTHER MISCELLANEOUS REMOVAL ITEMS AS REQUIRED, THE REMOVAL OF ALL EMBANKMENT, AND ALL OTHER OPERATIONS NECESSARY TO DEVELOP THE DESIRED CROSS SECTION. ALL TOPSOIL AND UNSUITABLE MATERIAL LOCATED BENEATH THE PROPOSED PAVEMENT SHALL BE REMOVED AS A PART OF MACHINE GRADING, MODIFIED. ALL TOPSOIL REMOVED MAY BE STOCKPILED AND REUSED AS MISC. RESTORATION. SEE SPECIAL PROVISIONS FOR MACHINE GRADING, MODIFIED.
- FILL SHALL BE PLACED AND ADEQUATELY KEYED INTO STRIPPED AND SCARIFIED SOILS PER THE MDOT 2012 STANDARD SPECIFICATIONS FOR CONSTRUCTION. ALL FILL MATERIAL SHOULD BE AT APPROXIMATELY THE OPTIMUM MOISTURE CONTENT DURING COMPACTION. FURTHERMORE, FILL MATERIAL SHOULD NOT BE FROZEN NOR BE PLACED ON A FROZEN BASE. IT IS RECOMMENDED THAT ALL EARTHWORK AND SITE PREPARATION ACTIVITIES BE CONDUCTED UNDER ADEQUATE SUPERVISION AND PROPERLY CONTROLLED IN THE FIELD BY A GEOTECHNICAL ENGINEERING TESTING FIRM.
- COMPACTION OF ANY FILL BY FLOODING IS NOT ACCEPTABLE. THIS METHOD WILL GENERALLY NOT ACHIEVE THE DESIRED COMPACTION, AND THE LARGE QUANTITIES OF WATER WILL TEND TO SOFTEN THE FOUNDATION SOILS.
- ALL FILL FOR THIS PROJECT MUST BE OBTAINED AND FURNISHED BY THE CONTRACTOR. ALL REQUIRED FILL SHALL BE SELECTED EXCAVATED MATERIAL FROM THE SITE APPROVED BY THE ENGINEER, OR MDOT CLASS II GRANULAR MATERIAL FROM BORROW. EXCESS FILL SHALL BE REMOVED FROM SITE BY THE CONTRACTOR. NOTE: NO BORROW OR SOIL REMOVAL ARRANGEMENTS HAVE BEEN PREARRANGED FOR THIS PROJECT, AND SHALL BE THE TOTAL RESPONSIBILITY OF THE CONTRACTOR.
- THE SOIL BORINGS WERE TAKEN BY WIGHTMAN ON JULY 11, 2024. SEE PLANS FOR DETAILS
- THE TEST BORINGS REPRESENT POINT INFORMATION AND MAY NOT HAVE ENCOUNTERED ALL THE TYPES AND MATERIALS WHICH ARE PRESENT AT THE SITE. THESE BORING LOGS DO NOT CONSTITUTE A GUARANTEE OF THE SOIL OR GROUNDWATER CONDITIONS, OR THAT THE TEST BORINGS ARE AN EXACT REPRESENTATION OF THE SOIL OR GROUNDWATER CONDITIONS AT ALL POINTS ON THE SITE.
- THE CONTRACTOR SHALL CONDUCT THE WORK IN SUCH A MANNER SO NO EXCAVATIONS ARE LEFT OPEN OVERNIGHT. IF THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL INSTALL A TEMPORARY FENCE TO PROTECT THE EXCAVATION AT THEIR OWN EXPENSE.
- ALL DISTURBED LAWN AREAS SHALL BE RESTORED WITH TOPSOIL SURFACE, FURN, 4", MDOT SEED MIXTURE TUF (220#/ACRE); FERTILIZER, CHEMICAL NUTRIENT, CL A (176#/ACRE); AND HYDRO MULCH (2 TON/ACRE)(3 TON/ACRE FOR DORMANT SEEDING).
- THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING EXISTING DRAINAGE PATTERNS, AND SHALL RESOLVE ANY DRAINAGE PROBLEMS ON ADJACENT PROPERTIES WHICH MAY RESULT FROM THE CONTRACTOR'S ACTIVITIES.
- ADEQUATE DUST CONTROL MEASURES SHALL BE MAINTAINED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER IN THE FIELD, TO BE INCLUDED IN THE VARIOUS ITEMS OF WORK.
- MULCH BLANKET HIGH VELOCITY SHALL BE PLACED ON THE BOTTOM OF ALL DITCHES WHEN THE LONGITUDINAL GRADE IS GREATER THAN OR EQUAL TO 2.00% UNLESS OTHERWISE NOTED, OR AS DIRECTED BY THE ENGINEER IN THE FIELD.
- WHEN FIELD DRAIN TILES ARE ENCOUNTERED IN THE EXISTING DITCHES, THE CONTRACTOR SHALL EXTEND THEM AS REQUIRED WITH UNDERDRAIN, SUBGRADE 4" OR 6" AND ADJUST THE DITCH GRADES AS NECESSARY TO PROVIDE POSITIVE DRAINAGE AS DIRECTED BY THE ENGINEER IN THE FIELD. THE COST OF THE CONNECTION SHALL BE INCLUDED IN THE NEW PIPE ITEM. IF THE ENGINEER DETERMINES THAT AN EXISTING TILE IS TOO LONG THE CONTRACTOR SHALL REMOVE THE TILE AS NECESSARY, TO BE INCLUDED IN THE ITEM OF STATION GRADING.
- ALL SCALES FOR DRAWINGS AND DETAILS ARE BASED ON 24"x36" PRINTED PLANS. DIMENSIONS TAKE PRECEDENCE OVER SCALE. CONTRACTOR TO VERIFY ALL DIMENSIONS IN FIELD.
- TAPER THE CURBS TO ZERO HEIGHT AT SIDEWALKS. SIDEWALK RAMPS SHALL BE BARRIER FREE AND CONSTRUCTED IN ACCORDANCE WITH THE MDOT SIDEWALK RAMP AND DETECTABLE WARNING DETAILS (R-28 SERIES). SIDEWALK JOINTS SHALL BE IN ACCORDANCE WITH THE MDOT DRIVEWAY OPENINGS & APPROACHES AND CONCRETE SIDEWALKS (R-29 SERIES) UNLESS NOTED OTHERWISE.
- EXPANSION JOINTS FOR CONCRETE CURB AND GUTTER SHALL BE PLACED AT: CURB CORNERS, BEGINNING AND ENDING OF RADI, ALL CATCH BASINS AND MANHOLES, INTERSECTION OF CURB/SIDEWALK, CURB/RETAINING WALL, CURB/BUILDING, AND EXISTING/NEW CONSTRUCTION, AT LENGTHS OF NOT MORE THAN 120' APART, AND AS SPECIFIED ELSEWHERE.
- CONTRACTION JOINTS ARE TO BE PLACED AT 10' INTERVALS IN CONCRETE PAVEMENT.
- HMA MATERIALS FOR THIS PROJECT SHALL BE PERFORMANCE GRADE 58-28.
- ALL STRUCTURES REQUIRING ADJUSTMENT TO MEET FINAL GRADE SHALL BE BACK FILLED WITH CONCRETE TO APPROXIMATELY 1 1/2" BELOW FINAL GRADE PRIOR TO THE PLACEMENT OF THE HMA TOP COURSE. AN SQUARE AREA, 4' BY 4', SHALL BE SAWCUT AND REMOVED AROUND DRAINAGE STRUCTURE COVERS, (2' BY 2' AROUND WATER VALVE BOXES). CONCRETE SHALL BE PLACED TO A DEPTH OF 8 INCHES, MINIMUM.
- STORM SEWER PIPING SHALL BE CLASS C76-IV SEWER UNLESS INDICATED OTHERWISE. SEE PLAN FOR SIZES AND LOCATIONS OF PIPING.
- CONNECTING NEW PIPE TO EXISTING PIPE OR STRUCTURES AND CONNECTING EXISTING PIPE TO NEW STRUCTURES IS INCLUDED IN THE ITEM FOR THE RESPECTIVE NEW PIPE OR DRAINAGE STRUCTURE.
- ALL PROPOSED 2' DIA. AND 4' DIA. DRAINAGE STRUCTURES WILL BE INLETS OR MANHOLES. BOTTOM DETAIL SHALL BE PER SECTION A-A, TYPICAL MANHOLE AS SHOWN ON MDOT STANDARD PLAN R-1 SERIES, AND SHALL BE INCLUDED IN THE RESPECTIVE DRAINAGE STRUCTURE ITEMS.

- PROJECT SANITARY SEWER SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST REVISION OF ASTM SPECIFICATION D3034 "TYPE PSM POLY (VINYL CHLORIDE) (PVC) SEWER PIPE AND FITTINGS AND HAVE A MINIMUM WALL THICKNESS OF SDR 35.
- MAINTAIN 10 FOOT MINIMUM HORIZONTAL SEPARATION BETWEEN THE SANITARY OR STORM SEWER AND WATER MAIN UTILITIES. PROVIDE 18" MINIMUM VERTICAL SEPARATION WHERE THE WATER MAIN CROSSES A SANITARY OR STORM SEWER.
- ANY SANITARY SEWER, SANITARY SEWER SERVICE LEADS, WATER MAIN, WATER SERVICES, OR STORM SEWER THAT IS DAMAGED BY THE CONTRACTOR DURING THEIR OPERATIONS SHALL BE REPAIRED TO THE OWNER'S SATISFACTION AND AT THE CONTRACTOR'S EXPENSE.
- THE TELEPHONE, GAS, AND CABLE COMPANIES SHALL PROVIDE UNDERGROUND SERVICES TO THE MAIN BUILDING AT THE OWNER'S EXPENSE. THE ELECTRIC UTILITY COMPANY SHALL PROVIDE SERVICE TO THE RIGHT-OF-WAY LINE. THE CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THESE UTILITIES WITH THEIR WORK.
- ALL PERMANENT SIGNAGE SHALL COMPLY WITH THE MICHIGAN'S BARRIER FREE DESIGN REQUIREMENTS AND THE AMERICANS WITH DISABILITIES ACT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS INCLUDING PERMIT COSTS, TAP FEES, METER DEPOSITS, BONDS, INSPECTIONS AND ALL FEES REQUIRED FOR PROPOSED WORK TO OBTAIN OCCUPANCY. THE CONTRACTOR SHALL MAKE ALL PERMANENT UTILITY APPLICATIONS AND SHALL BE RESPONSIBLE FOR ALL APPLICABLE FEES AND UTILITY SERVICE INSTALLATION FEES. THIS INCLUDES BUT IS NOT LIMITED TO PRIMARY AND SECONDARY ELECTRICAL SERVICES, PERTAINING TO SUCH, ON BEHALF OF THE OWNER.
- THE CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL PRE-EXISTING ON-SITE IMPROVEMENTS WITHIN LIMITS OF CONSTRUCTION UNLESS OTHERWISE NOTED. THIS INCLUDES BUT IS NOT LIMITED TO BUILDINGS, FOUNDATIONS, FOOTINGS, CURBS, ASPHALT, TREES, SHRUBS, EXISTING UTILITY LINES, DEBRIS AND ALL OTHER ITEMS AND UTILITIES TO BE ABANDONED.
- EXTERIOR CONCRETE SHALL MEET MDOT GRADE P1 OR S2 SPECIFICATIONS WITH A LIGHT BROOM FINISH.
- CONCRETE TESTING - CONTRACTOR SHALL EMPLOY AN INDEPENDENT TESTING ENGINEER TO VERIFY THE SLUMP, AIR ENTRAINMENT AND PROVIDE (3) CYLINDER SAMPLES FOR EACH DAYS POUR, OR 50 C.Y. OF CONCRETE, WHICHEVER OCCURS MORE OFTEN.
- TESTING REQUIREMENTS (ALL CONTRACTORS) SOIL AND AGGREGATE SHALL EMPLOY AN INDEPENDENT TESTING CONSULTANT TO VERIFY THE SOIL AND AGGREGATE SHALL BE SPECIFIED AND ALL SLAB, FOUNDATIONS, AND FOOTING SURF TESTING SHALL TAKE PLACE PRIOR TO INSTALLATION OF THE AGGREGATE. COPIES OF ALL COMPACT FORWARD TO THE ENGINEER.
- PROPERTY OWNER'S NAMES, WHERE SHOWN, ARE FOR INFORMATION ONLY AND ARE NOT GUARANTEED.

UTILITIES

CABLE:	COMCAST CABLE 25626 TELEGRAPH RD. SOUTHFIELD, MI 48034 JEFF DOBIES (734) 359-1669
ELECTRIC:	CONSUMERS ENERGY 4000 CLAY AVE GRAND RAPIDS, MI 49001 JIM MIXTER GRGIVIMP@CMSENERGY.COM
GAS:	SEMCO ENERGY 712 BLACK RIVER DR. HOLLAND, MI 49424 MATT WIERENGA (616) 392-8060 AT&T 955 36TH ST., SE GRAND RAPIDS, MI 49508 NATHAN GILLESPIE (616) 305-2012 HOLLAND BPW 625 HASTINGS AVE. HOLLAND, MI 49423 NEIL BESTEMAN (616) 355-1547 811



CITY OF HOLLAND
VICINITY MAP
SCALE: NONE

PROJECT LOCATION MAP
SCALE: NONE

INDEX OF PLANS

G101	COVER SHEET
CV101	EXISTING CONDITIONS
CP101	SITE LAYOUT
CG101	GRADING & UTILITY
CS101	SOIL EROSION AND SEDIMENTATION CONTROL

OWNER INFORMATION

TGF, LLC
CHAD WIERSMA
1038 S WASHINGTON AVE
HOLLAND, MI 49423
CONTACT: DAN WEDEVEN
DAN@WEDEVENBROS.COM
(269) 751-5903

SITE INFORMATION

PARCEL NUMBER: 53-02-17-200-025
PROPERTY ADDRESS: 96 E 64TH ST, HOLLAND, MI 49423
PROPERTY DESCRIPTION ON SHEET C102
ZONING DISTRICT: 1 - INDUSTRIAL AND ZONE 3, 5, & 6 OF AIRPORT OVERLAY DISTRICT

SITE USE: WAREHOUSE WITH LOADING DOCKS AND TWO BATHROOMS ON EACH END OF BUILDING.

	PROPOSED	REQUIRED
SITE AREA	4.7 AC.	10,000 SQFT. MIN.
SITE WIDTH	350 FT. +/-	100 FT. MIN.
FRONT YARD SETBACK	50 FT.	25 FT. MIN.
SIDE YARD SETBACK	30 FT.	25 FT. MIN.
REAR YARD SETBACK (FUT. BLDG)	225 FT. +/-	25 FT. MIN.
MAXIMUM BUILDING HEIGHT	30 FT.	60 FT. MAX (OUTSIDE OF THE AIRPORT OVERLAY DISTRICT)

PROPOSED LIGHTING:

PROPOSED SIGNAGE:

PARKING SPACE REQUIREMENTS

OFF-STREET PARKING SPACES REQUIRED: 1 PER 50,000 SQFT MIN. 4 AVAILABLE TO GENERAL PUBLIC.
12,000 SQFT. = 1 + 4 = 5 SPACES REQUIRED FOR EACH BUILDING.

OFF-STREET PARKING SPACES PROVIDED: PHASE I - 7 SPACES ONE OF WHICH IS A VAN ACCESSIBLE PARKING SPACE

PROJECT INFORMATION

THE EXISTING PROPERTY IS AN UNDEVELOPED FIELD WITH AN EXISTING GRAVEL DRIVE APPROACH AT THE NE CORNER OF THE PROPERTY. THE DEN BLEYKER COUNTY DRAIN CROSSES THROUGH THE SOUTH EDGE AND THE SE CORNER OF THE PROPERTY. THE NORTHEAST PORTION OF THE PROPERTY IS WITHIN THE FLOOD HAZARD AREA, THE PROPOSED DEVELOPMENT OF THE PROPERTY INCLUDES A PAVED DRIVEWAY AND PARKING LOT AND A DOCKING/LOADING AREA ALONG WITH THE CONSTRUCTION OF ONE 60 FT. BY 200 FT. WAREHOUSE BUILDING. A POTENTIAL WAREHOUSE BUILDING IS ALSO SHOWN TO BE CONSTRUCTED IN THE FUTURE. A DETENTION AREA IS ALSO PROPOSED ALONG THE EASTERN PROPERTY LINE WHERE STORM WATER WILL BE STORED FROM THE PARKING LOT AREA WITH AN OUTLET AND SLOW RELEASE INTO A DRAINAGE DITCH WHICH FLOWS INTO THE DEN BLEYKER DRAIN.

BENCHMARK: 60d NAIL
IN POWER POLE
ELEV. = 912.87

WIGHTMAN

670 LINCOLN RD.
LLEGAN, MI. 49010
269.673.8465

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MICKEY E. BITTNER
6201047386

PROJECT NAME:

**TGF, LLC
WAREHOUSE
FACILITY**

96 E. 64TH STREET
HOLLAND, MI 49423

**WEDEVEN
BROTHERS
CONSTR. CO.**

4003 45TH STREET
HAMILTON, MI 49419

LEGAL DESCRIPTION

PARCEL 53-02-17-200-013
96 E 64TH STREET PROPERTY DESCRIPTION:
UNIT 3, GENZINK INDUSTRIAL CENTER CONDOMINIUM, ACCORDING TO
THE FIRST AMENDMENT TO THE MASTER DEED. SEC 17, T4N R15W.
CONTAINING 4.77 ACRES.

SUBJECT TO SURVEY.

SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED IN A FULL AND ACCURATE TITLE SEARCH.

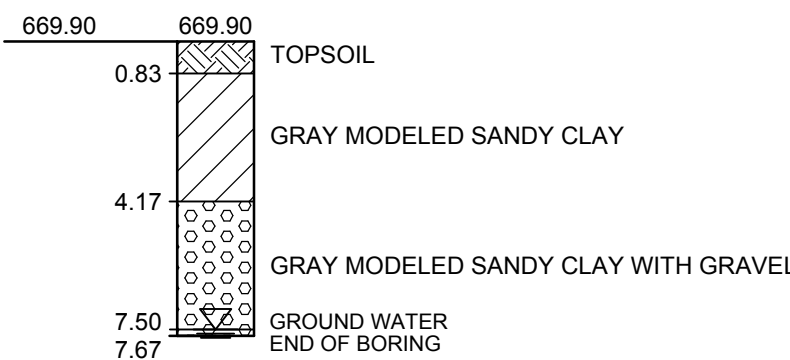
SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD OR OTHERWISE.

SURVEY NOTES

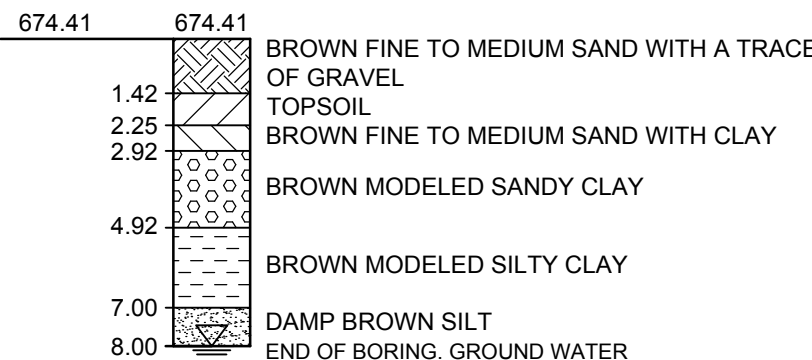
THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN-SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THE SURVEYOR DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES.

THIS PARCEL IS LOCATED IN ZONE AE (SPECIAL FLOOD HAZARD AREA WITH BASE FLOOD ELEVATION) PER INFORMATION OBTAINED FROM NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP, MAP NUMBER 26005C0176G, EFFECTIVE DATE JUNE 21, 2023. BASE FLOOD ELEVATION = 669 FEET

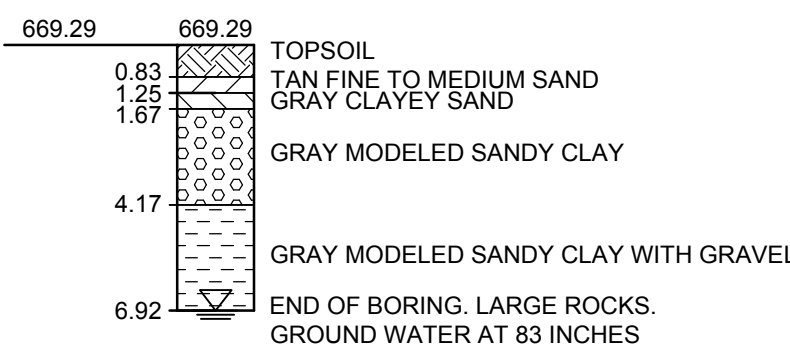
SOIL BORING #B-1



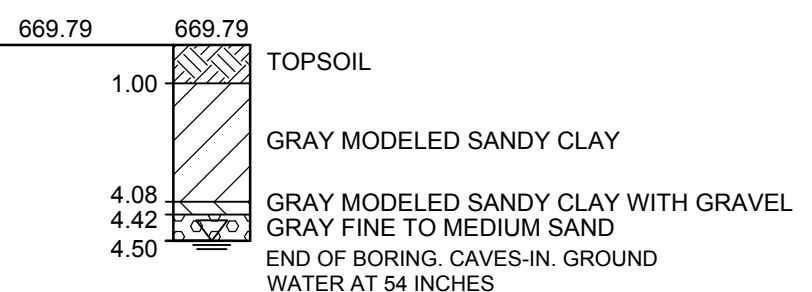
SOIL BORING #B-2






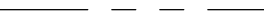

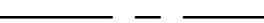
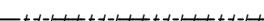

SOIL BORING #B-3



SOIL BORING #B-4



LEGEND

EXISTING	PROPOSED	
C	C	CABLE
E	E	ELECTRIC LINE
OE	OE	ELECTRIC LINE (OVERHEAD)
FO	FO	FIBER OPTIC LINE
G	G	GAS LINE
T	T	TELEPHONE LINE
x x x x x	x x x x x	FENCE
FM	FM	FORCEMAIN
		GUARDRAIL
SA	SA	SANITARY SEWER
ST	ST	STORM SEWER
W	W	WATER MAIN
		CENTER LINE
		EXISTING TREE LINE
		EXISTING DITCH LINE
		EASEMENT LINE/GRADING PERMIT
		GRADING LIMITS/LIMITS OF DISTURBANCE
		PROPERTY LINE
		RIGHT-OF-WAY LINE
		SECTION LINE
		TO BE ABANDONED

■ = ANTENNA	⊙ = PAVEMENT/SOIL BORING
■ = CATCH BASIN	⊙ = PROPOSED HYDRANT
⊙ = CABLE RISER BOX	⊙ = PROPOSED GATE VALVE & BOX
⊙ = CLEAN OUT	⊙ = PROPOSED GATE VALVE & VAULT
⊙ = GROSS INLET	⊙ = PROPOSED ROUGER
⊙ = ELECTRIC MANHOLE	⊙ = PROPOSED SANITARY MANHOLE
⊙ = FIRE HYDRANT	⊙ = PROPOSED STORM MANHOLE
⊙ = FOUND IRON PIPE	⊙ = STORM MANHOLE
⊙ = GAS VALVE	⊙ = TELEPHONE MANHOLE
⊙ = GUY ANCHOR	⊙ = TELEPHONE RISER BOX
⊙ = LIGHT POLE	⊙ = TURNING POINT/TRAVERSE
⊙ = MAILBOX	⊙ = UTILITY POLE
⊙ = MONITORING WELL	⊙ = VAULT
⊙ = POST	⊙ = WATER ELEVATION
⊙ = SATELLITE DISH	⊙ = WATER MANHOLE
⊙ = SANITARY MANHOLE	⊙ = WATER METER
⊙ = SECTION CORNER	⊙ = WATER VALVE
⊙ = SIGN	⊙ = WATER SPIGOT
	⊙ = WELLS

REVISIONS

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DATE: MAY 20, 2024

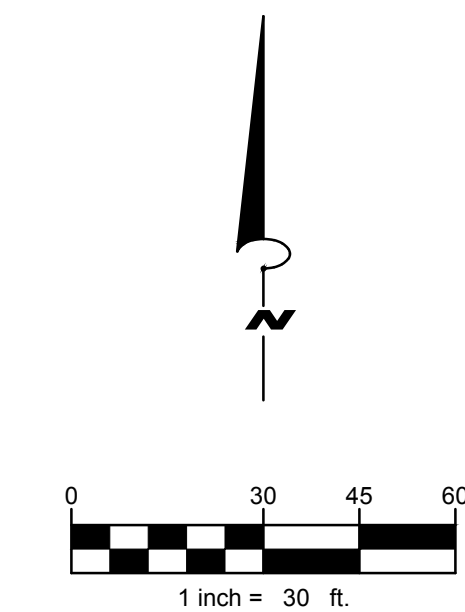
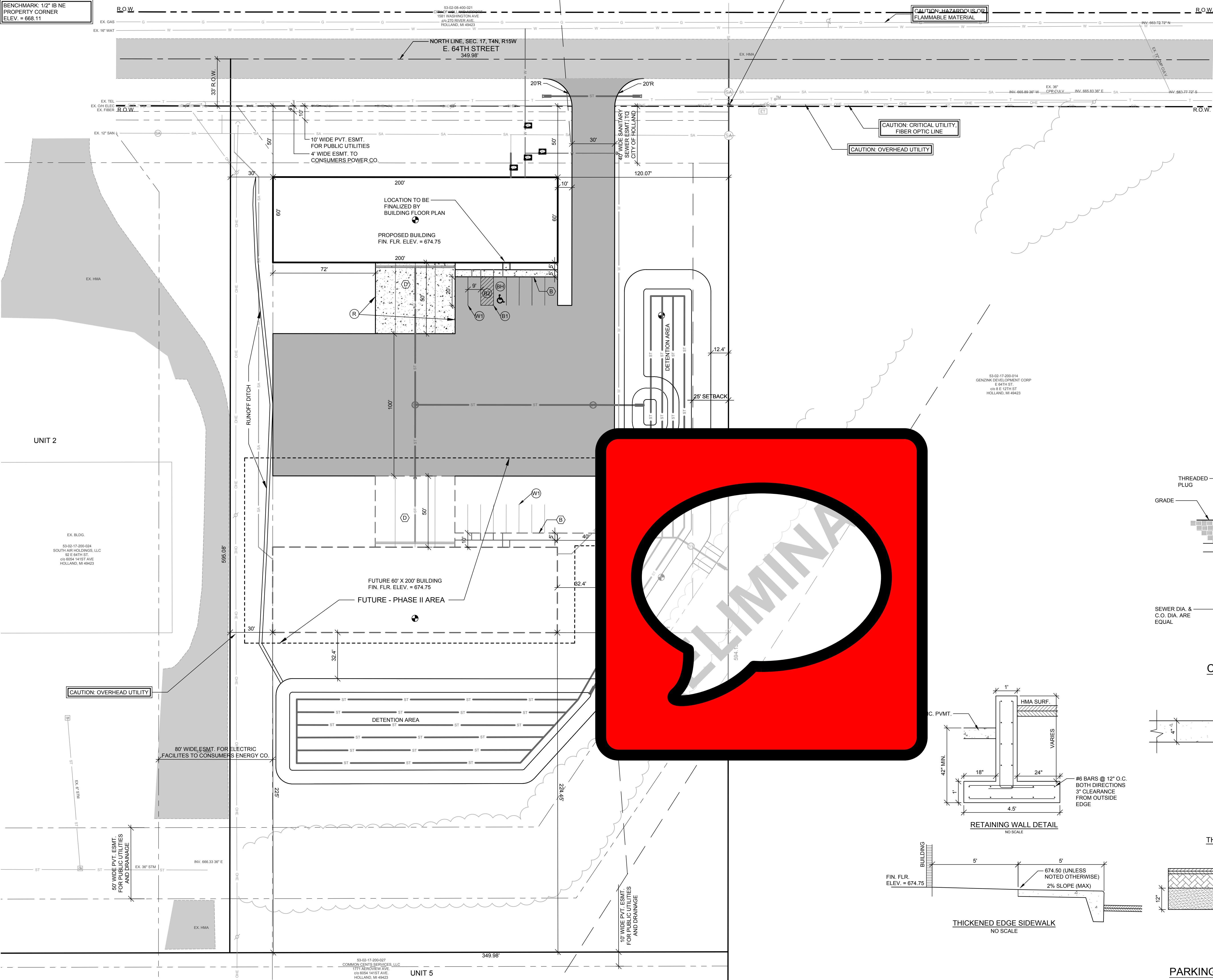
SCALE: 1" = 3'

EXISTING CONDITIONS

JOB No. 240767

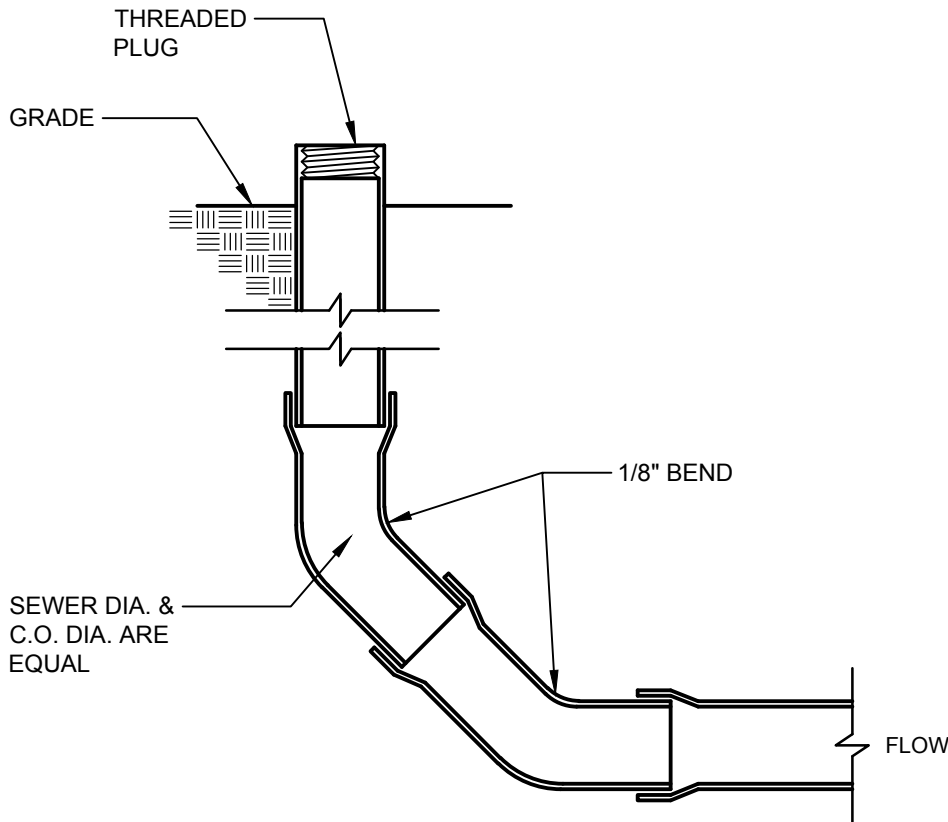
CV101
OF 4

BENCHMARK: 1/2" IB NE
PROPERTY CORNER
ELEV. = 688.11

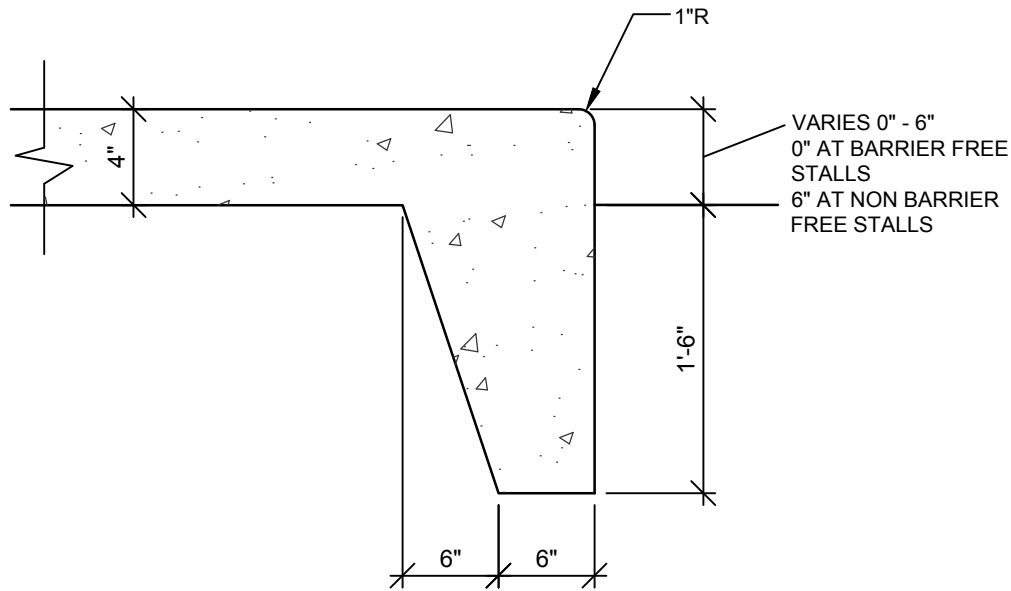


KEY NOTES

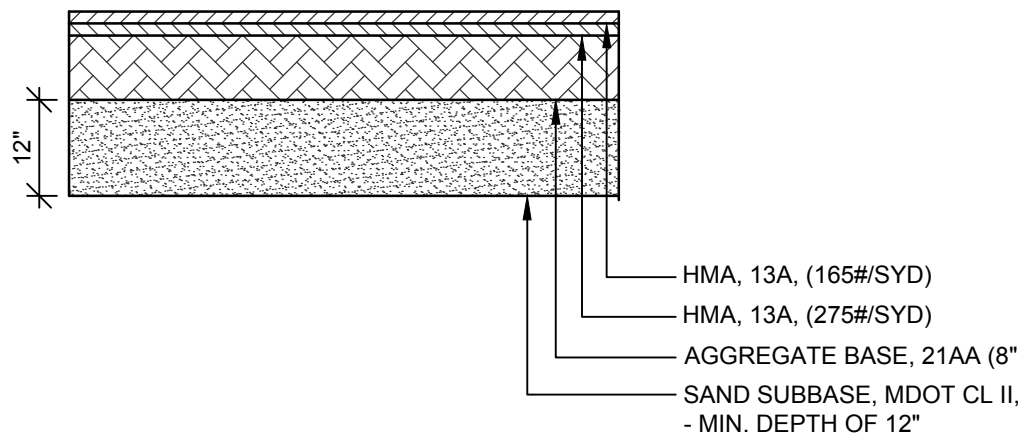
- HEAVY DUTY HOT MIX ASPHALT PAVEMENT:
1.5" HMA, 13A TOP COURSE
2.5" HMA, 13A LEVELING COURSE
8" AGGREGATE BASE, MDOT 21AA
12" SUBBASE, CIP
- DENOTES CONCRETE ITEMS:
THICKENED EDGE SIDEWALK
CONC PAVT, NONREINF, 8 INCH
SIDEWALK RAMP, CONC, 6 INCH
- THICKENED EDGE SIDEWALK
DENOTES 8" DIFFERENCE TOP OF
WALK TO TOP OF ASPHALT
- CONC PAVT, NONREINF, 8 INCH
- PAVT MARKING, WATERBORNE, FOR REST AREAS,
PARKS, & LOTS, 4", WHITE - SOLID (TYP. OF ALL
PARKING SPACES UNLESS NOTED)
- PAVT MARKING, WATERBORNE, FOR REST AREAS,
PARKS, & LOTS, 4", BLUE - SOLID
- PAVT MARKING, WATERBORNE, FOR REST AREAS,
PARKS, & LOTS, 4", BLUE - CROSS HATCH AT 24"
CENTER TO CENTER SPACING
- PAVT MARKING, PREFORMED THERMOPLASTIC,
ACCESSIBLE SYMBOL
- RETAINING WALL



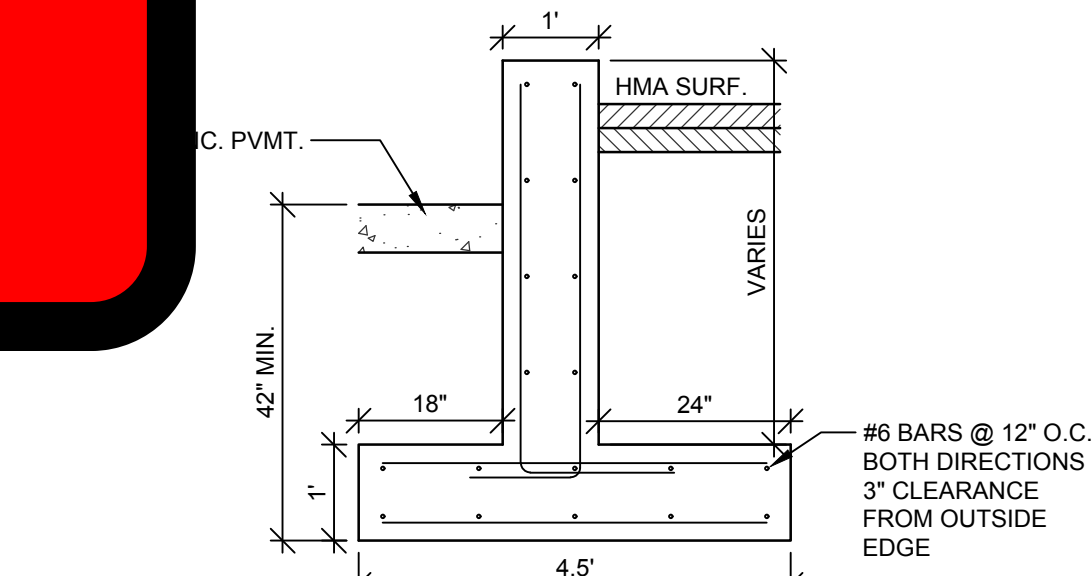
CLEAN OUT DETAIL
SCALE: NONE



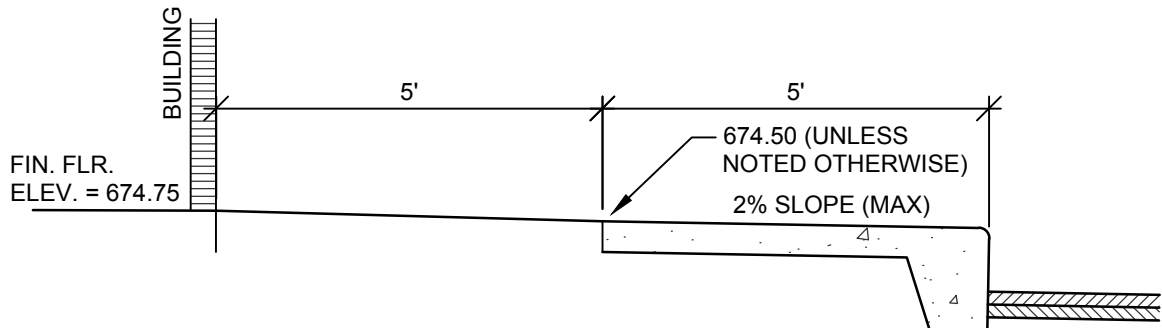
THICKENED EDGE SIDEWALK
NO SCALE



PARKING LOT LIGHT DUTY SECTION



RETAINING WALL DETAIL
NO SCALE



THICKENED EDGE SIDEWALK
NO SCALE

1670 LINCOLN RD.
ALLEGAN, MI. 49010
269.673.8465

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MICKEY E. BITTNER
6201047386

PROJECT NAME:
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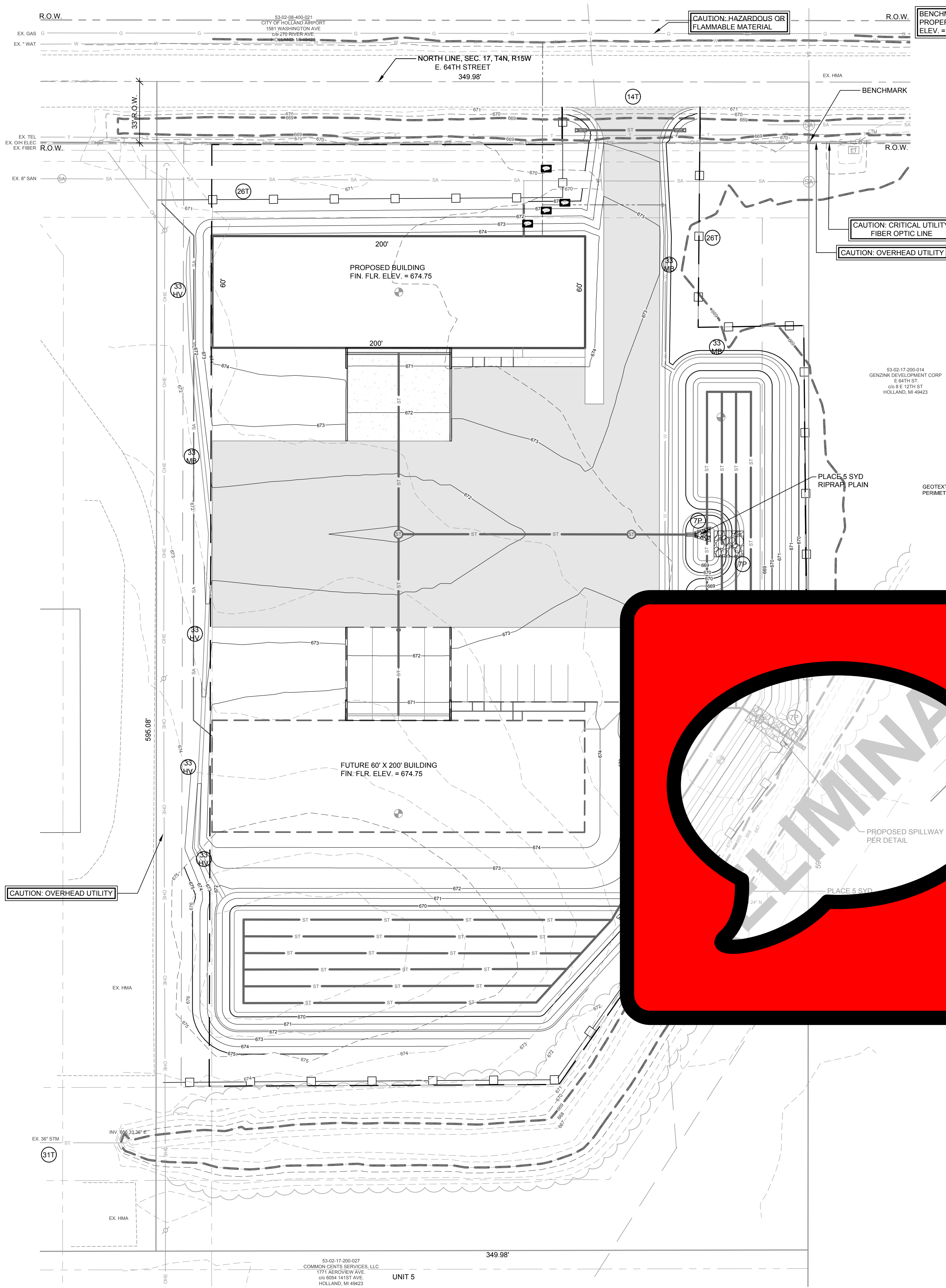
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DATE: MAY 20, 2024
SCALE: 1" = 30'

SITE LAYOUT

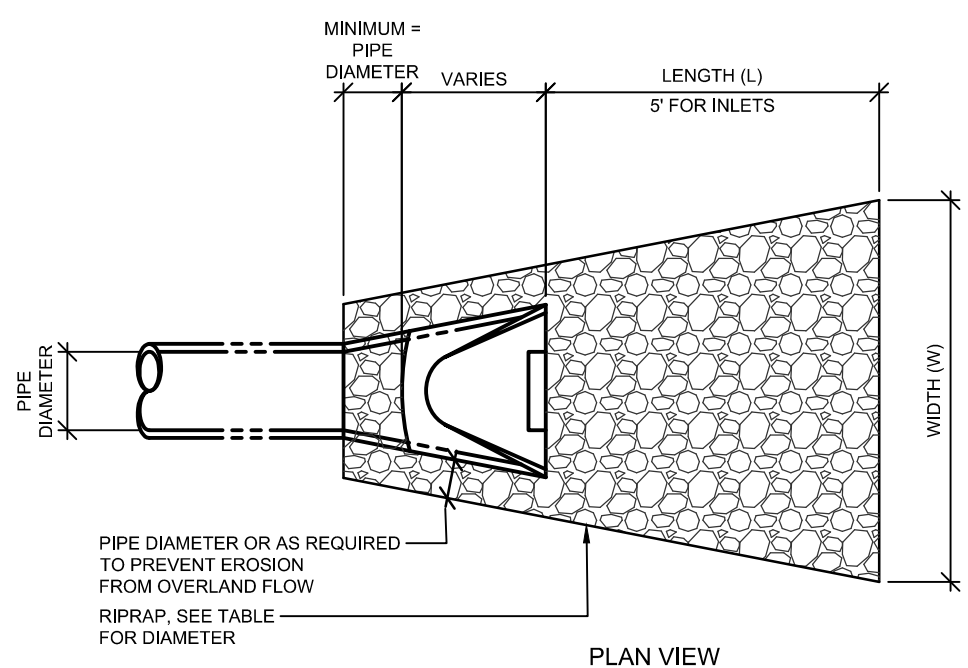
JOB No. 240767
CP101
OF 4



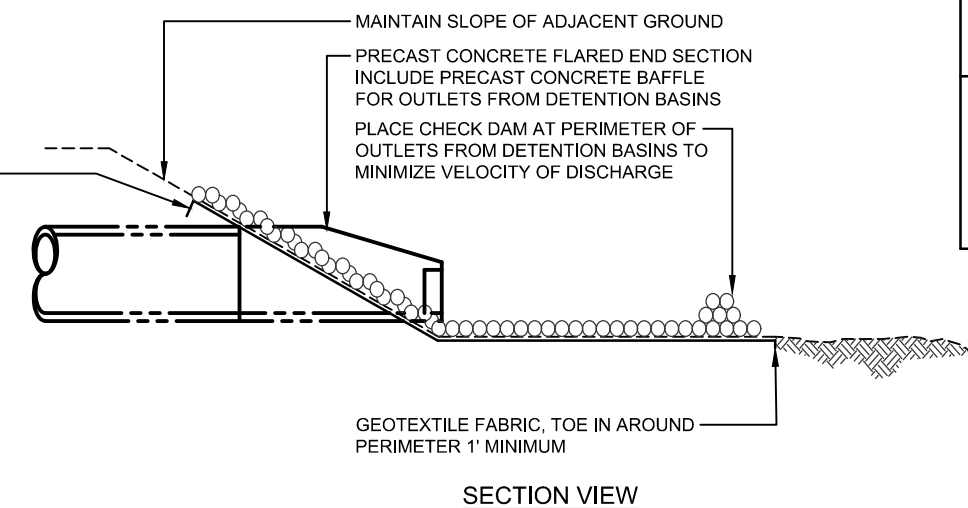


SESC PERMIT ITEMS

1. AREA OF DISTURBANCE = 3.75 ACRES
2. SOIL TYPE: SANDY CLAY
3. ADDRESS: 96 E. 64TH STREET, HOLLAND, MI 49423
4. PARCEL NUMBER: 53-02-17-200-025
5. OWNER: TGF LLC
6. INSPECT PROJECT WEEKLY AND AFTER EVERY RAINFALL EVENT TO EVALUATE THE CONTROL MEASURES.
7. ASSIGNED STORM WATER INSPECTOR FOR THIS PROJECT MUST BE A LICENSED STORM WATER OPERATOR WITH THE STATE OF MICHIGAN.
8. CONTRACTOR TO APPLY FOR SOIL EROSION PERMIT FROM ALLEGAN COUNTY.
9. SITE HAS AN OVERALL INCREASE IN IMPERVIOUS AREA FROM THE EXISTING CONDITIONS COMPARED TO THE PROPOSED USE - DETENTION PONDS ARE USED TO CONTROL STORM WATER.
10. PROPERTY DESCRIPTION: SEE SHEET CV101



RIPRAP TABLE			
PIPE DIA	LENGTH (FT)	WIDTH (FT)	RIPRAP Ø (IN)
12"			
15"	5'	8'	8" - 16" (PLAIN)
18"			
24"			
30"	10'	14'	8" - 16" (PLAIN)
36"			
42"			
48"	15'	20'	GREATER THAN 16" (HEAVY)
54"			
60"			

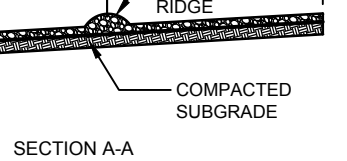


TYPICAL END SECTION DETAIL

SCALE: NONE

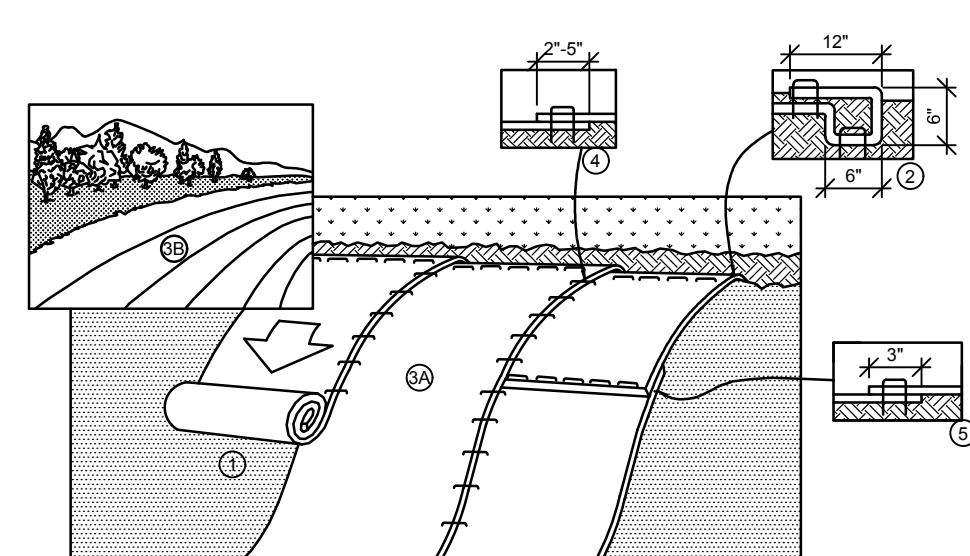
NOTES

1. UTILIZE EXISTING DRIVEWAY AND ADD STONE AS REQUIRED WHEN POSSIBLE.
2. ACCEPTABLE AGGREGATE
 - a. ASTM D42 SIZE #1 (2" TO 3" DIA.)
 - b. INDOT COURSE AGGREGATE NO. 2
 - c. INDOT COARSE AGGREGATE 3x1 (3/4" TO 3" DIA.)
3. PLACE GEOTEXTILE OVER ENTIRE AREA PRIOR TO AGGREGATE PLACEMENT.
4. SURFACE WATER TO BE ROUTED AROUND CONSTRUCTION ENTRANCE WITH CULVERT UNDER ENTRANCE OR MOUNTABLE BERM AROUND ENTRANCE.
5. THE ENTRANCE SHALL BE MAINTAINED TO PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO THE PUBLIC ROAD. PERIODIC PLACEMENT OF ADDITIONAL AGGREGATE MAY BE REQUIRED.
6. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO PUBLIC ROAD SHALL BE REMOVED IMMEDIATELY.
7. WHEELS SHALL BE CLEANED TO REMOVE SEDIMENT PRIOR TO ENTERING PUBLIC ROADS. IF WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
8. PROVIDE PERIODIC INSPECTION AND MAINTENANCE, INCLUDING AFTER EACH RAIN EVENT.



CONSTRUCTION ENTRANCE

SCALE: NONE



1. PREPARE SOIL BEFORE INSTALLING ROLLED EROSION CONTROL PRODUCTS (RECPs) WITH TOPSOIL AND FERTILIZER PER RESTORATION AND SEEDING NOTES, AND KEEP STANDARD SPECIFICATION SS-100102.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE RECPs IN A 6" DEEP X 6" WIDE TRENCH WITH APPROXIMATELY 12" OF RECPs EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE RECPs WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND F.O.D. REMAINING 12" PORTION OF RECPs BACK OVER SEED AND COMPACTED SOIL. SECURE RECPs OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" APART ACROSS THE WIDTH OF THE RECPs.
3. ROLL THE RECPs (A) DOWN OR (B) HORIZONTALLY ACROSS THE SLOPE. RECPs WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL RECPs MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING THE DOT SYSTEM, STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL RECPs MUST BE STAPLED WITH APPROXIMATELY 2" - 5" OVERLAP DEPENDING ON RECPs TYPE.
5. CONSECUTIVE RECPs SPICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" APART ACROSS ENTIRE RECPs WIDTH. NOTE: IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" MAY BE NECESSARY TO PROPERLY SECURE THE RECPs.

MULCH BLANKET SLOPE PATTERN

SCALE: NONE

SOIL EROSION & SEDIMENTATION CONTROL NOTES

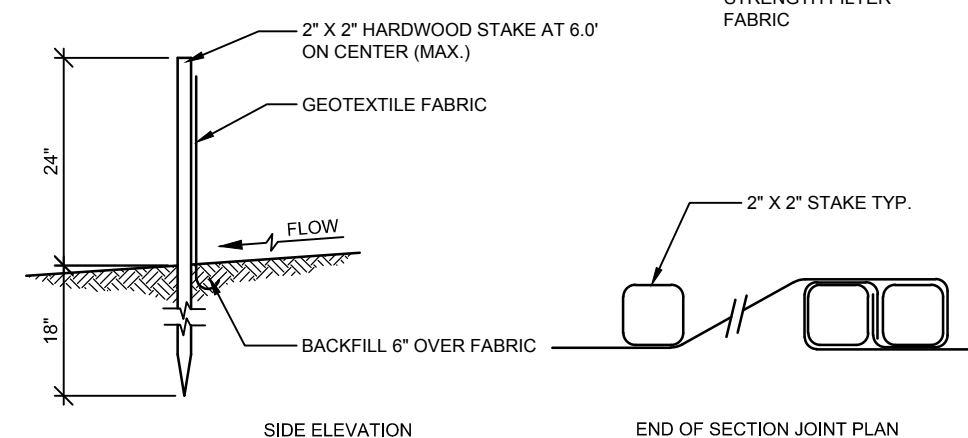
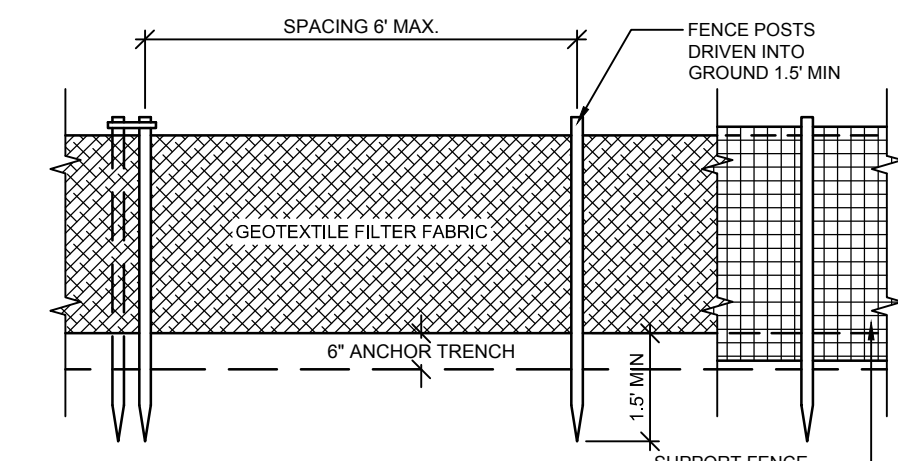
1. ALL CONSTRUCTION METHODS SHALL BE DONE IN COMPLIANCE WITH THE MICHIGAN SOIL EROSION AND SEDIMENTATION CONTROL ACT. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING A "SOIL EROSION PERMIT" FROM THE COUNTY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH ALL REQUIREMENTS OF THE COUNTY "SOIL EROSION PERMIT". EROSION CONTROL MEASURES SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS AND SHALL NOT RELIEVE THE CONTRACTOR'S RESPONSIBILITY FOR PROVIDING ALL REQUIRED EROSION CONTROL MEASURES.
2. AVOID UNNECESSARY DISTURBING OR REMOVING OF EXISTING VEGETATED TOPSOIL OR EARTH COVER, THESE COVER AREAS ACT AS SEDIMENT FILTERS.
3. ALL TEMPORARY SOIL EROSION PROTECTION SHALL REMAIN IN PLACE UNTIL REMOVAL IS REQUIRED FOR FINAL CLEAN UP AND APPROVAL.
4. GEOTEXTILE SILT FENCE SHALL BE INSTALLED AS REQUIRED WHEN CROSSING CREEKS OR WHEN ADJACENT TO WETLANDS OR SURFACE WATER BODIES TO PREVENT SILTATION AND ELSEWHERE AS DIRECTED BY THE ENGINEER.
5. MAINTENANCE, CLEANING, AND REMOVAL OF THE VARIOUS SEDIMENT CONTROL MEASURES SHALL BE INCLUDED IN THE VARIOUS EROSION CONTROL ITEMS.

NUMBER IN CIRCLE REFERS TO NUMBERED DETAILS ON MDOT STANDARD PLAN R-96 SERIES, SOIL EROSION & SEDIMENTATION CONTROL MEASURES. "P" DENOTES PERMANENT MEASURE AND "T" DENOTES TEMPORARY MEASURE. SOIL EROSION CONTROL PLANS DENOTE MINIMUM EROSION MEASURES REQUIRED AS DESCRIBED BELOW.

- 3P DENOTES PERMANENT SEEDING. ALL DISTURBED AREAS NOT PAVED OR GRAVELED SHALL BE RESTORED. PLACE TOPSOIL SURFACE, SALV. 3 INCH. MDOT SEEDING MIXTURE TUF APPLIED AT A RATE OF 220 LB/ACRE, FERTILIZER, CHEMICAL NUTRIENT, CL A APPLIED AT A RATE OF 228 LB/ACRE, MULCH AT A RATE OF 2 TON/ACRE AND MULCH ANCHORING. (APPLIES TO ENTIRE PROJECT)
- 7P DENOTES RIPRAP, PLAIN. INSTALL RIPRAP, PLAIN AS DIRECTED BY THE ENGINEER IN THE FIELD. THE RIPRAP, PLAIN PAY ITEM SHALL INCLUDE A GEOTEXTILE UNDERLAYMENT.
- 14T DENOTES GRAVEL ACCESS APPROACH. APPROACH SHALL BE INSTALLED TO PROVIDE STABLE ACCESS TO ROADWAYS AND MINIMIZE DUST AND TRACKING OF MATERIALS ONTO PUBLIC STREETS AND HIGHWAYS. THE APPROACH SHALL BE A MINIMUM OF 10' WIDE, 6" DEEP, AND CONSIST OF 2"-4" AGGREGATE
- 26T DENOTES TEMPORARY SILT FENCE. SILT FENCE SHALL BE INSTALLED AT CREEK CROSSINGS, ADJACENT TO ALL WETLANDS AND SURFACE WATERS, AND OTHER LOCATIONS AS DIRECTED BY THE ENGINEER. EACH SILT FENCE SHALL BE INSTALLED GENERALLY ALONG THE SAME CONTOUR ELEVATION.
- 31T DENOTES INLET PROTECTION SEDIMENT TRAP. INLET SEDIMENT TRAP SHALL BE INSTALLED AROUND ALL STORM INLETS TO TRAP SMALL QUANTITIES OF SEDIMENT AT LOCATION OF INLET MANHOLES.
- 33MB DENOTES MULCH BLANKETS. MULCH BLANKET SHALL BE PROVIDED AT LOCATIONS SHOWN ON THE PLANS, AT SLOPES GREATER THAN 1:3, AREAS WITH CONCENTRATED FLOWS, AND AS DIRECTED BY THE ENGINEER IN THE FIELD, TO PREVENT RUNOFF AND EROSION.
- 33LV DENOTES HIGH VELOCITY MULCH BLANKETS FOR USE ON STEEP BANKS. PROVIDE MULCH BLANKET, HIGH VELOCITY CENTERED ON ALL DITCH BOTTOMS WITH A LONGITUDINAL GRADE OF 2.00% OR GREATER AND AT OTHER LOCATIONS AS DIRECTED BY THE ENGINEER IN THE FIELD.

SILT FENCE NOTES

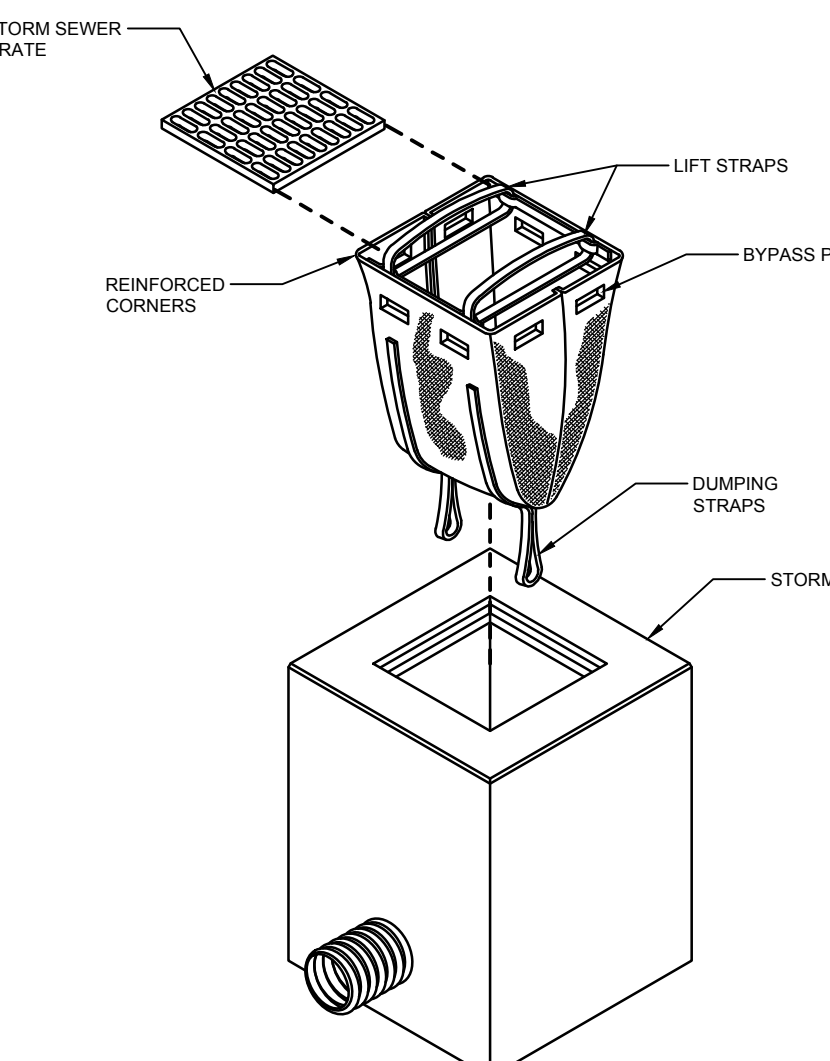
1. THE HEIGHT OF SILT FENCE SHALL NOT EXCEED 36 INCHES ABOVE GROUND.
2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FILTER CLOTH SHALL BE SPICED TOGETHER ONLY AT A SUPPORT POST. WITH A MINIMUM OF A 6 INCH OVERLAP, AND SECURELY SEALED.
3. POSTS SHALL BE SPACED A MAXIMUM OF 6 FEET APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND (MINIMUM OF 18 INCHES).
4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES WIDE AND 4 INCHES DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY DUTY WIRE STAPLES AT LEAST 1-INCH LONG. THE WIRES OR HOG RINGS THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES.
6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 6-INCHES OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH.
7. FILTER FABRIC SHALL NOT BE STAPLED TO EXISTING TREES.
8. WHEN EXTRA STRENGTH FILTER FABRIC IS USED, THE WIRE MESH SUPPORT FENCE MAY BE ELIMINATED. IN SUCH A CASE, THE FILTER FABRIC IS STAPLED OR WIRED DIRECTLY TO THE POSTS.
9. THE TRENCH SHALL BE BACKFILLED AND SOIL COMPACTED OVER THE FILTER FABRIC.
10. SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY STABILIZED.
11. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
12. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
13. SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEED.



END OF SECTION JOINT PLAN

SEDIMENT CONTROL FENCE


SCALE: NONE



NOTES:
REMOVE INLET PROTECTION WHEN THE CONTRIBUTING DRAINAGE AREAS HAVE BEEN STABILIZED.

INLET PROTECTION DETAIL

SCALE: NONE



WIGHTMAN

1670 LINCOLN RD.
ALLEGAN, MI. 49010
269.673.8465

www.gowightman.com

MICKEY E. BITTNER
6201047386

PROJECT NAME:
**TGF, LLC
WAREHOUSE
FACILITY**
96 E. 64TH STREET
HOLLAND, MI 49423

**WEDEVEN
BROTHERS
CONSTR. CO.**
4003 45TH STREET
HAMILTON, MI 49419

00 5/22/2024
ISSUED FOR REVIEW

BS

REVISIONS

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DATE: MAY 20, 2024
SCALE: 1" = 30'

SOIL EROSION AND
SEDIMENTATION
CONTROL

JOB No. 240767
CS101
OF 4

West Michigan Airport Authority

60 Geurink Boulevard, Holland, MI 49423

P (616) 368-3023

Comprising City of Zeeland, Park Township and City of Holland



October 5, 2024

To: Community & Neighborhood Services, City of Holland

From: Charles Murray, Chair, West Michigan Airport Authority

Subject: **Site Plan Review – 96 E. 64th St, Holland, MI 49423**

The information provided by TGF, LLC regarding a PROPOSED 60 FT X 200 FT WAREHOUSE FACILITY for CHAD WIERMSMA at 96 E. 64TH STREET, and the current Airport Layout Plan (ALP) for the West Michigan Regional Airport have analyzed to review potential impact of a PROPOSED 60 FT X 200 FT WAREHOUSE FACILITY on to aircraft operating at the airport. This site analysis is based upon plans provided by WEDEVEN BROTHERS CONSTRUCTION CO. and **applies only to the details** of those plans. Mead & Hunt is using only data provided by the applicant and is not held liable for the accuracy of the data provided by the Applicant or its representatives. Additionally, if the proposed development is constructed in another location or to different specifications than is shown on those plans, this review is not valid. Based upon this information, the preliminary design IS NOT expected to pose a hazard to existing airport operations or future airport planning efforts if the height of the proposed structure does not rise above approximately 722' above mean sea level (AMSL) at the location of the proposed structure. Below are a few reasons to support this opinion.

- The proposed structure DOES NOT fall within an existing or planned Approach/Departure Runway Protection Zone (RPZ) or runway safety areas (i.e. RSA, ROFA).
- The proposed structure DOES NOT fall within an existing or planned FAR Part-77 runway approach surface, PAPI Obstacle Clearance Surface (OCS) or Threshold Siting Surface.
- The proposed structure DOES fall within the FUTURE Runway 36 FAR Part-77 Transitional Surface (7:1 slope), but outside of the FUTURE Building Restriction Line (35' AGL allowable Height). The overall proposed building height of 704.75' AMSL (FF EL: 674.75' AMSL + Building height: +/- 30' AGL) sits +/- 17.25' AGL below the Transitional Surface allowable height of 722' AMSL.

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.

To be in compliance with both Federal and State requirements, the Applicant must use the Federal Aviation Administration (FAA) Obstruction Evaluation/Airport Airspace Analysis (OEAAA) tool, to determine if they need to file with the FAA for an airspace review under the FAA-7460-1 *Notice of Proposed Construction* process. This also applies to the Michigan Tall Structures Act which may also require a permit. Use of this website will determine if an application must be filed or not. FAA Website:

<https://oeaaa.faa.gov/oeaaa/external/portal.jsp>

Click on the center of the page Under the “Who Needs To File” section. This tool will assist you in determining if you need to file notice of your construction or alteration. Keep in mind that two separate submittals may be necessary to address both the long-term construction (structure, etc.) as well as construction equipment (cranes).

There is the possibility that one or both of these two entities (FAA and State of Michigan) may find a reason to reject this proposed development, consequently moving forward with development before receiving responses from the FAA or the State of Michigan is not recommended.

As a result, it is recommended that this site plan be approved, from an airport perspective, subject to the following conditions:

1. That the application receives FAA approval (if necessary) and complies with all FAA requirements.
2. That the elevation of the additions, including all rooftop appurtenances, not exceed a height of 722' AMSL.
3. That any storm water detention area be designed to be mowable throughout.
4. That any emission from the building is not visible so as to create hazardous conditions to air traffic.
5. That any external material of the building, including rooftop appurtenances, be nonreflective to reduce glare that could obstruct a pilot's vision.
6. That any external lighting be directed downwards so as not to create any visual hazards for pilots.
7. That any crane utilized during construction be flagged during the day and lowered at night.

Report prepared by Charles Murray, Airport Authority Chair.

West Michigan Airport Authority

60 Geurink Blvd., Holland, MI
49423

Comprising City of Zeeland, Park Township and City of Holland



October 9th, 2024

To: West Michigan Airport Authority Board.
From: Courtney Sawyer, Community Engagement and Operations Specialist
Subject: **Fall 2024 MAAE Summary**

The 2024 Michigan Airport Executives Conference held on behalf of MAAE and MDOT took place in Ypsilanti this year September 30th to October 3rd. As my third aviation conference, I had the opportunity to supplement my understanding of general aviation operations among fellow airport staff, managers, consultants, sponsors, and vendors. In addition to learning about key updates from FAA and MDOT, discussions allowed me the opportunity to talk with officials to help answer key questions for the Airport Authority and User Group. Below are key topics I learned and would like to share with the board.

Why IFR (Instrument Flight Rules) Operations are the operations counted for funding:

IFR flight plans are prioritized for airport funding and classification in the FAA's NPIAS (National Plan of Integrated Airport Systems), for a few reasons. IFR operations, which involve aircraft flying in conditions where pilots rely on instruments, typically in controlled airspace or poor weather, are more complex and require greater infrastructure compared to VFR operations. Managing these flights necessitates advanced systems like control towers, radar, and navigational aids, making IFR operations a better indicator of an airport's infrastructure needs. Airports handling more IFR flights must have specialized facilities such as instrument landing systems (ILS), advanced lighting, and weather monitoring equipment, all of which are factored into funding decisions. Additionally, the strict rules governing IFR flights impact air traffic control, runway use, and airport capacity, making the tracking of IFR operations essential for the FAA in planning airspace efficiency, safety, and the long-term development of airport facilities.

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October 9th, 2024

BIV airport didn't meet the 5,000 IFR operations needed in the FY23 NPIAS but has now qualified for National classification in the FY25 NPIAS due to increased flight operations. Networking with FAA and MDOT officials allowed for a better understanding of how IFR operations are counted. The count of IFR operations includes only actual flights, not unflown flight plans, and if an IFR flight plan is canceled after takeoff, it still counts as a departure. Both IFR arrivals and departures are counted as separate operations, while military flights are excluded. Visual approaches on IFR flight plans are counted, but practice approaches under VFR are not. The number of IFR operations is based on the final arrival or landing at the airport, not on the number of completed instrument approaches, and all operations are tracked by computer software.

The NPIAS (National Plan of Integrated Airport Systems) report is published every other year September 30th for non-primary airports such as BIV. These reports will include changes to TFMSC data and adjust the data for the following:

“To normalize the jet and turboprop IFR count data, use the higher of the arrival or departure count by aircraft type and multiply by two. This accounts for IFR flights that are not included in the count, due to IFR flight plan cancellation to fly a VFR approach, or for aircraft that depart VFR and file a flight plan once airborne.” (Source: [AC 150/5000-17, Critical Aircraft and Regular Use Determination, 20 June 2017 \(faa.gov\)](#) page 8, 2-2)

In essence, this helps compensate for missing data related to IFR flight plans that are either changed or filed mid-flight, providing a more accurate estimate of total IFR activity for these aircraft types. This is why when the TFMSC report for 2023 is ran, (can be ran here <https://aspm.faa.gov/tfms/sys/main.asp>) the operations count is 4,432 although we have been deemed national with operations higher than 5,000 going into 2025. My new understanding is that even if the TFMSC operations data is tracked month to month, a different number will be considered internally at the FAA and updated. This new information has presented a challenge of comparing 1200 Aero data to TFMSC month to month. 1200 Aero has been made aware of the new information and has stated “We will continue to count actual operations based on every flight's actual attributes at the time of every event. If we need to develop a report with the above adjustments, it will be calculated based on actual ops, so that the airport can be compared fairly to others.” If there are more questions regarding FAA and MDOT counts, Betsy Steudle from MDOT is happy to directly help at the next MAP meeting later this month.

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October 9th, 2024

Other Important Items:

- The airport and staff would benefit by becoming an American Association of Airport Executives (AAAE) members. AAAE represents the interests of airports at the federal level, advocating for policies and funding that benefit the aviation industry. Being a member means having a voice in important regulatory and legislative discussions. More information regarding AAAE is linked here: <https://aaaae.org/about>
- Former MDOT Director Mike Trout has retired from his position. New director is Bryan Budds. About him linked here: <https://www.michigan.gov/mdot/about/commissions-councils-committees/michigan-aeronautics-commission/bryan-budds>
- MDOT AIP Bid Final Applications are due March 1st, 2024. (Which falls on a Saturday, so for planning purposes, Friday February 28th).
- Increase National AIP budget from 3.35 million to 4 billion for FY 2025 to 2028.
- 2022 BIL unused grant money expires in 2026.
- Friday October 25th MAAE's will host Airports 101. This is a fantastic opportunity for the board, board committees, staff and corporate stakeholders to learn about the variety of duties an airport manager cover topics such as airport operations, state licensing, planning & development, environmental compliance, grants, and funding. Available information is linked here: <https://michairports.org/event-5836128>

KBIV - West Michigan Regional

Operations Report for September 2024

Operations

2,109

Landings

908

Takeoffs

993

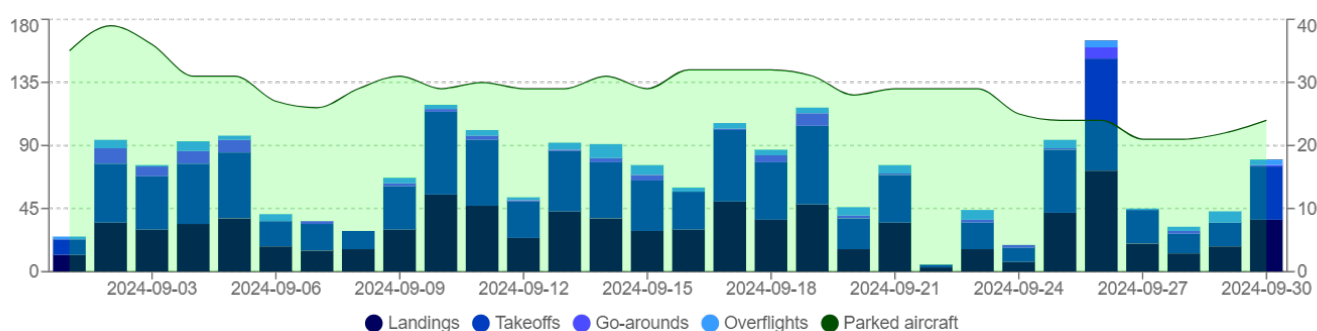
Go-arounds

88

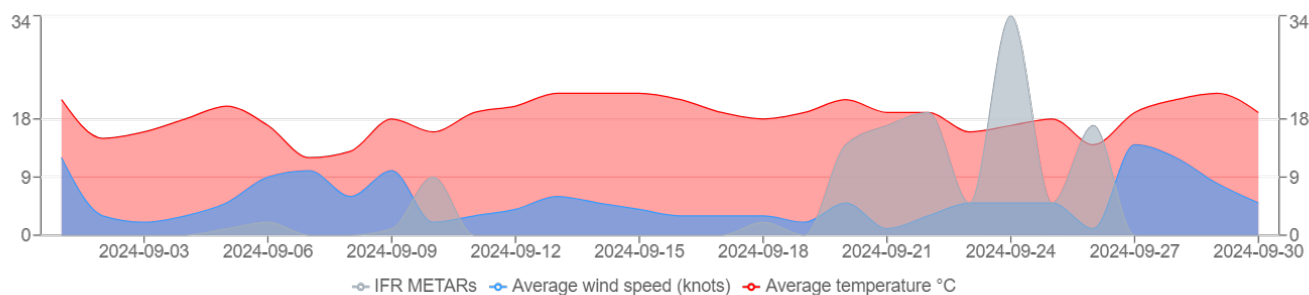
Overflights

120

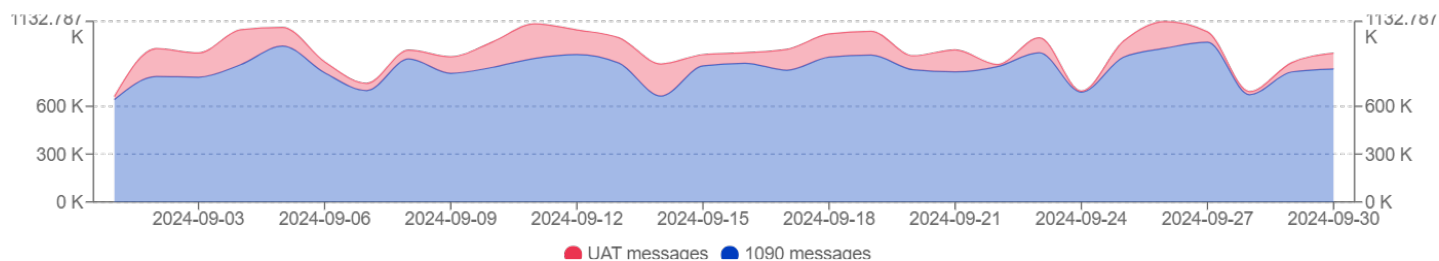
Operations by Day



Weather Conditions



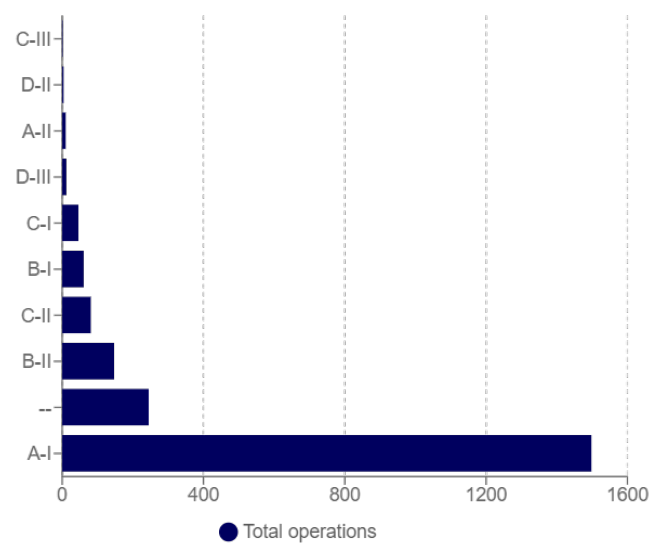
Receiver health



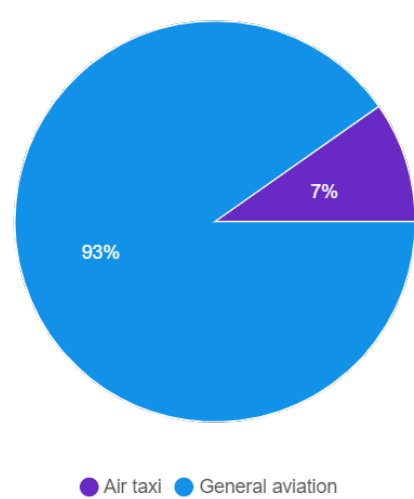
Operations by Runway



Operations by Category

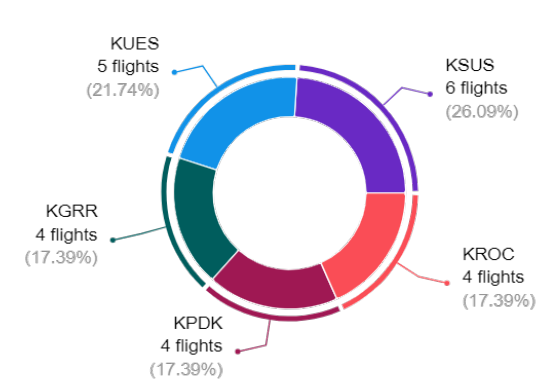


Operations by Type

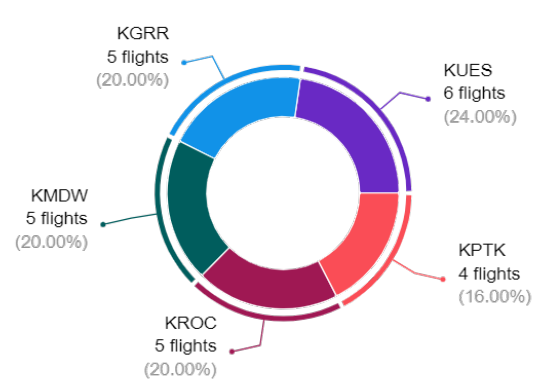


Top Airports

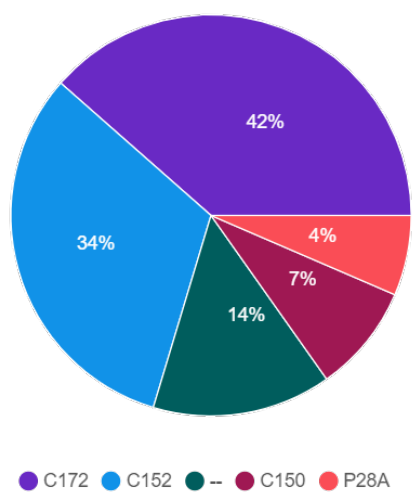
Top Origin Airports



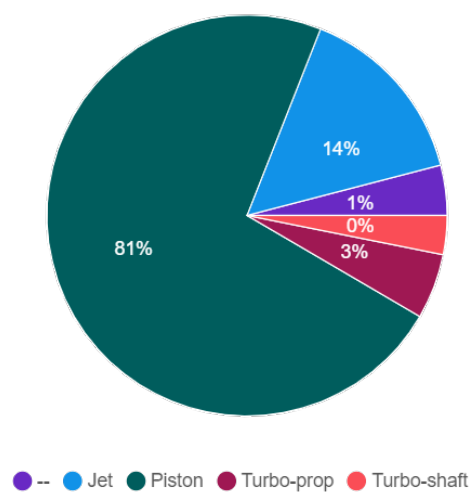
Top Destination Airports



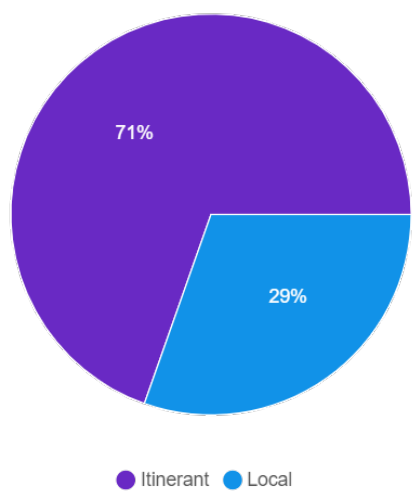
Top Aircraft Types



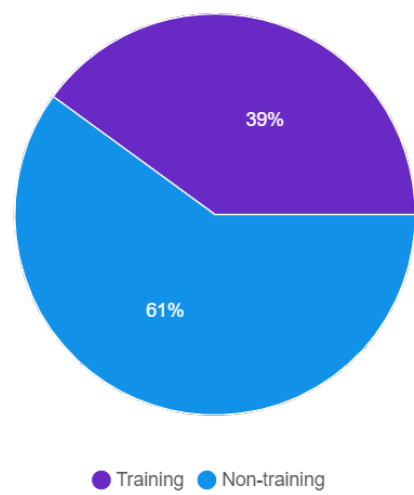
Operations by Engine Type



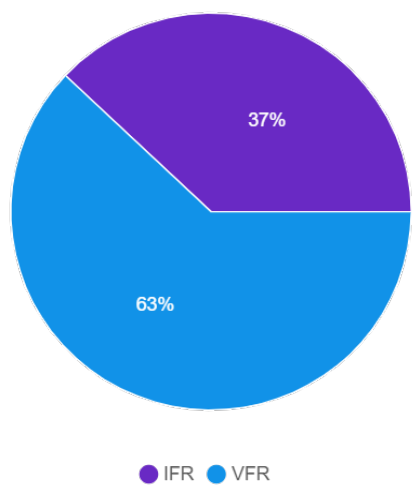
Local vs. Itinerant Flights



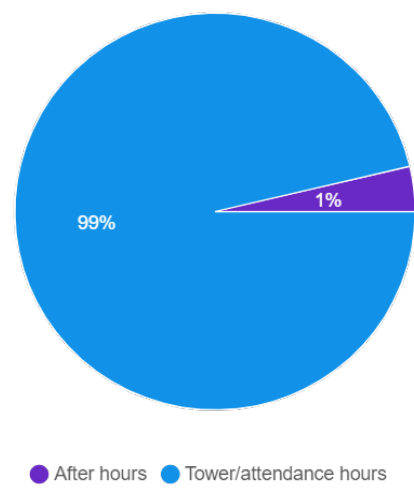
Training Operations



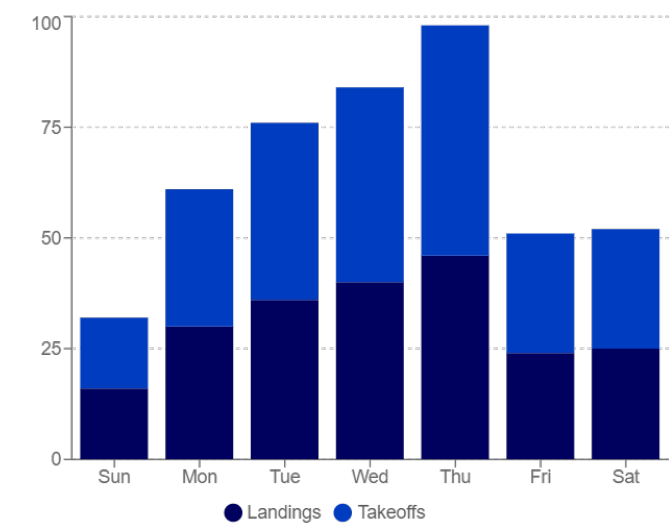
IFR vs. VFR flights



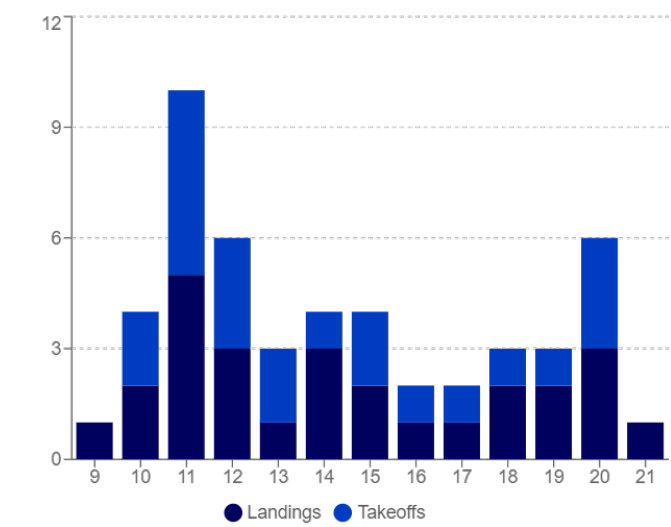
After Hours Operations



Operations by Day of Week

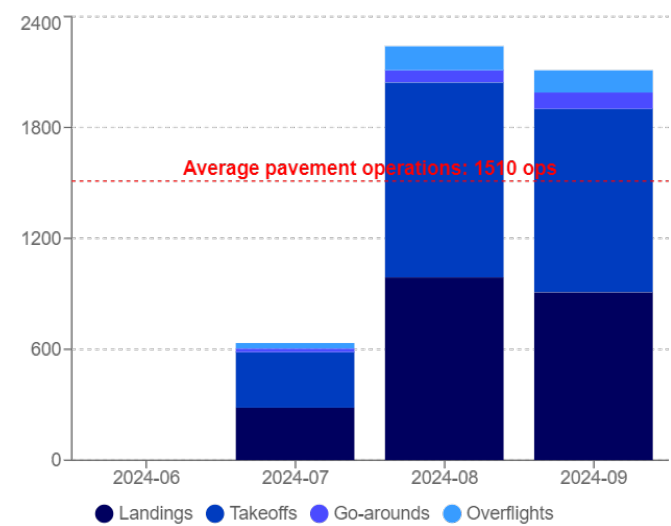


Operations by Hour



Historical Data

Landings and Takeoffs by Month



Busiest Days on Record

Rank	Date	Pavement ops	Aircraft
1	2024-09-26 (Thu)	152	30
2	2024-08-08 (Thu)	119	29
3	2024-08-22 (Thu)	116	32
4	2024-09-10 (Tue)	114	24
4	2024-08-13 (Tue)	114	29
5	2024-08-21 (Wed)	111	29
6	2024-09-19 (Thu)	104	29
6	2024-07-26 (Fri)	104	22
7	2024-08-07 (Wed)	102	29
8	2024-09-17 (Tue)	101	28

West Michigan Airport Authority

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October 10th, 2024

To: West Michigan Airport Authority Board
From: Courtney Sawyer, Community Engagement and Operations Specialist
Subject: **1200 AERO Update**

At last month's board meeting, it was requested that based aircraft be added to the 1200 Aero Report. Based aircraft have since been added and provides data on the basis of overnight stays, tracks last known location, and tracking history. However, presenting this data is challenging due to 1200 AERO's current website formatting and aircraft privacy concerns. A 1200 AERO log in can be provided upon request from the board. While logging in to the system can provide short-term access to this information, a long term solution is to create a new category in the reports for "Based Aircraft" vs. "Transient Aircraft," which has already been requested to be created and 1200 AERO has acknowledged. Additionally, it's worth noting that many of the "local" in the already existing "local vs itinerant" category are the very similar to the flights performed by based aircraft.

**FIRST AMENDMENT
TO THE
AGREEMENT REGARDING OPERATION OF FLIGHT SCHOOL**

**Between the
West Michigan Regional Airport Authority
and
4 One Air LLC**

THIS FIRST AMENDMENT TO THE AGREEMENT REGARDING OPERATION OF FLIGHT SCHOOL (this “First Amendment”), effective as of October __, 2024, is to the Agreement Regarding Operation of Flight School, dated February 13, 2023 (the “Agreement”), between the West Michigan Airport Authority, a Community Airport Authority formed under Act 206 of the Public Acts of 1957 (the “WMAA”) and 4 One Air LLC, a Michigan limited liability company (“4 One Air”).

RECITALS

WHEREAS, the WMAA and 4 One Air entered into the Agreement on February 13, 2023, under which the WMAA agreed to, among other things, allow 4 One Air to operate a flight school at the West Michigan Regional Airport, subject to compliance with certain restrictions and conditions stated in the Agreement, including payment of a franchise fee;

WHEREAS, the parties acknowledge that 4 One Air has not paid the franchise fees to the WMAA in accordance with the terms of the Agreement;

WHEREAS, the parties now desire to amend the Agreement to allow 4 One Air to cure the franchise fee delinquency, waive the annual CPI adjustments until the delinquency is cured, and provide for a new payment schedule;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the WMAA and 4 One Air hereby agree as follows:

1. Relationship to Flight School Agreement. Upon execution by duly authorized representatives of the WMAA and 4 One Air, this First Amendment shall become a part of the Agreement and shall be binding upon the parties. The definitions, terms, covenants and conditions of the Agreement are hereby incorporated by reference and made a part of this First Amendment, as if they were fully set forth herein, and references herein to this First Amendment shall include the provisions of the Agreement. If any definition, term, covenant or condition of this First Amendment shall be in conflict with any provision of the Agreement, the definition, term, covenant or condition of this First Amendment shall prevail.

2. Franchise Fee. Section 3 of the Agreement is amended and replaced in its entirety with the following:

“Franchise Fee. In consideration of the rights and privileges granted by this Agreement, the Operator shall pay to the WMAA an annual operating/franchise fee, which fee is Nine Thousand One Hundred Fifty Nine and 72/100 Dollars (\$9,159.72) during the first year of the term of this Agreement, subject to annual CPI adjustments as set forth in subsection (b) below. The franchise fee shall be payable in equal monthly installments, and shall be paid in advance on the first day of each month, provided, if the first day of any month is not a business day, such payment shall be made on the first business day of the month.

- a. The WMAA may, in its sole and complete discretion, grant a waiver in whole or in part of the annual franchise fee to be paid by the Operator to WMAA. Such waiver request must be in writing and provide adequate justification, in the sole discretion of the WMAA, of the benefit to the WMAA and its member municipalities to granting such a waiver. The granting of such waiver shall not impair the right of the WMAA to reinstate the franchise fee at any time. Any waiver of the franchise fee shall be in writing, executed by the duly authorized representative of the WMAA and the Operator.
- b. Commencing on the first anniversary of the Effective Date and each year thereafter, and subject to subsection (c) below, there shall be an adjustment to the franchise fee as hereinafter set forth. All index adjustments shall be cumulative, and shall be based upon any increase in the Consumer Price Index as published by the Bureau of Labor Statistics (“CPI”). For purposes of this Agreement, the CPI means the final index for all items for urban wage earners and clerical workers commodity groups for the United States as determined by the United States Department of Labor, Bureau of Statistics, or any replacement index published by the United States. The adjusted franchise fee for the twelve (12) months succeeding any adjustment and shall be the amount obtained by multiplying the annual franchise fee in effect for the immediately preceding twelve (12) month period by a fraction, the numerator of which is the CPI for the year to be adjusted, and the denominator of which is the CPI for the prior twelve (12) month period; provided, however, that in no case shall such adjustment result in a decrease in the franchise fee. Following each adjustment, the “franchise fee”, as used in this Agreement, shall mean the franchise fee as most recently adjusted. Until a CPI adjustment is made to the franchise fee in a calendar year, the Operator shall continue paying the franchise fee previously in effect on a timely basis. Upon notification by the WMAA of the adjusted franchise fee, Operator shall immediately pay to the WMAA the difference between the franchise fee paid and that which would have been due had the CPI adjustment for the fiscal year been imposed at the beginning of the fiscal year and Operator shall thereafter continue paying the equal monthly installments of the adjusted franchise fee. Should the United States Government revise its CPI at any time, the parties hereto shall follow such suggestions as the government may publish for making an arithmetical change over from one index to the other. If the CPI shall cease to be published, a reasonable substitute index shall replace it for purposes of this Agreement.

- c. Notwithstanding the foregoing, 4 One Air's unpaid franchise fees of \$15,266.20 shall be paid to the WMAA over twenty-four (24) months, beginning October 1, 2024, such that 4 One Air shall pay \$1,399.40 per month to the WMAA through the September, 2026 payment. This monthly payment includes the regular monthly franchise fee, as required in the opening paragraph above, plus a monthly amount to cure the deficiency. As a further accommodation to 4 One Air, providing all payments are timely made in accordance with this subsection (c), the CPI adjustments required in subsection (b) above are waived until October, 2026, and the annual CPI adjustments shall thereafter occur in October of each year. Failure by Operator to pay this amount in full not later than the first business day of any month shall constitute a breach as defined in paragraph 7. If Operator breaches the payment conditions of this First Amendment more than two (2) times in any three (3) month period, as identified by WMAA financial records of receipt of payment, WMAA shall have the right to terminate the Agreement with seven (7) days written notice mailed to the address in paragraph 15."

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the ____ day of October, 2024.

**WEST MICHIGAN REGIONAL AIRPORT
AUTHORITY**

By: _____
Charles Murray
Title: Chairperson

APPROVED AS TO FORM:

BY: _____
Rachel Hillegonds, Attorney

DATE: _____

**4 ONE AIR LLC
A Michigan limited liability company**

By: _____

Title: _____

WMAA MONTHLY FBO REPORT

West Michigan Regional Airport FBO Report
Avflight Holland
September 2024

Total Fuel Gallons Delivered		Current Month 09/24	One Year Ago 09/23	Current Year To Date 01/01/24-09/30/24	F/Y to Date Compared 01/01/23-09/30/23	
	Avgas	3,836	3,677	28,444	26,510	
	Jet Fuel	54,565	41,787	389,485	401,200	
Total Gallons Delivered		58,401	45,464	417,929	427,710	(9781)
Landing Fees Collected		\$3726 (85% to airport = \$3167.10)				



Balance Sheet

Through 9/30/24

Detail Listing

Exclude Rollup Account

Account	Account Description	FY 2024 Actual	FY 2025 YTD
Fund Category GOVERNMENTAL			
Fund Type GENERAL FUND			
Fund 110 - WMAA (Airport) General Fund			
ASSETS			
110-000.000-001.675	Cash Due from Cash/Inv Pool	1,240,899	1,321,154
110-000.000-018.000	Accounts Receivable General	17,489	(55,689)
110-000.000-028	Prior Years Taxes Receivables	288	277
110-000.000-031.000	Allowance for Uncollectible Taxes	(117)	(117)
110-000.000-076.010	Due from Local Govt Units Due from Park Township		
110-000.000-071.010	Due from Local Govt Units Due from Zeeland City	10,482	
110-000.000-090.000	Accounts Receivable In/Out		
110-000.000-123.000	Prepaid Items General	1,170	
ASSETS TOTALS		1,270,211	1,265,626
LIABILITIES AND FUND EQUITY			
LIABILITIES			
110-000.000-202.000	Accounts Payable General	59,541	329
110-000.000-201.000	Contracts Payable		
110-000.000-257.000	Accrued Wages Payable General	7,306	
110-000.000-258.010	Accrued Fringes Payable FICA-Social Security/Medicare		
110-000.000-259.010	Accrued Fringes Payable Pension		
110-000.000-360.000	Deferred Revenue General	65,832	58,104
LIABILITIES TOTALS		132,678	58,433
FUND EQUITY			
110-000.000-385.000	Fund Balance - Assigned (By Action) Business Center	125,000	125,000
110-000.000-390.000	Fund Balance-Unassigned	1,012,533	1,082,193
FUND EQUITY TOTALS		1,137,533	1,207,193
LIABILITIES AND FUND EQUITY		1,270,211	1,265,626
Fund Balance, Beginning			\$1,207,193
Remaining Budget Revenues			\$510,399
Remaining Budget Expenditures			\$450,233
Fund Balance, Estimated Ending			\$2,167,825
Fund Balance % of Budgeted Expenditures			336%



Account	Account Description	Prior Year Total Actual	Current YTD Balance
Fund Category	GOVERNMENTAL		
Fund Type	CAPITAL PROJECT FUNDS		
Fund	410 - WMAA (Airport) Capital Projects		
ASSETS			
410-000.000-001.675	Cash Due from Cash/Inv Pool	1,322,655	1,312,406
410-000.000-078.000	Due from State of Michigan Due from State-Aeronautics	99	99
ASSETS TOTALS		1,322,754	1,312,505
LIABILITIES AND FUND EQUITY			
LIABILITIES			
410-000.000-202.000	Accounts Payable General	10,249	
LIABILITIES TOTALS		10,249	
FUND EQUITY			
410-000.000-390.000	Fund Balance-Unassigned	1,312,505	1,312,505
FUND EQUITY TOTALS		1,312,505	1,312,505
LIABILITIES AND FUND EQUITY TOTALS		1,322,754	1,312,505

West Michigan Airport Authority

Meeting Date: October 14, 2024

Agenda Item:

Subject: Financial Reports for 9/30/2024-Unaudited

Prepared By: Julie Ziurinskas, City Finance

Recommendation: Accept Financial Reports as information

The West Michigan Airport Authority started a new fiscal year (FY 2025) on July 1, 2024. Attached are Budget Performance Reports for the three months ended September 30, 2024 (25.00% of the year), and the Balance Sheet Reports through September 30, 2024.

GENERAL FUND

Revenues

Operating revenues for the first three months totaled \$264,960.93, or 34.17% of budget. September operating revenues are composed of franchise fees, quarterly hangar rentals invoiced, and quarterly/semi-annual hangar land leases billed out.

Expenses

Operating expenses for the first three months totaled \$195,301.17, or 30.25% of budget. September operating expenses are composed of regular monthly expenses and appear to be in line with expectations.

CAPITAL FUND

Revenues/Expenses

Capital revenues and 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 2025 with a combined fund balance of \$2,116,155.

General Fund Assets totaled \$1,265,625.91 at September 30th, comprised mostly of cash. General Fund Liabilities totaled \$58,432.96 at September 30th, and represents accounts payable and unearned revenue (prepaid lease).

The combined General and Capital funds balance at September 30 is \$2,633,560.39.



West Michigan Airport Authority Budget Performance Report

Balance As of 09/30/2024

		24-25 Amended Budget	YTD Transactions	Available Balance 09/30/2024	% Bdg't Used	End Balance 06/30/2024
Fund: 110 WMAA (AIRPORT) GENERAL FUND						
Account Category: Revenues						
Department: 000.000 GENERAL						
110-000.000-573.000	SMALL TAXPAYER PPT LOSS REIMBURSEMEN	18,000.00	0.00	18,000.00	0.00	21,828.76
110-000.000-581.100	CONTRIB FROM OTHER GOVTS-CITY OF HOL	145,000.00	147,742.45	(2,742.45)	101.89	130,307.48
110-000.000-581.110	CONTRIB FROM OTHER GOVTSCITY OF ZEEL	80,000.00	56,045.57	23,954.43	70.06	84,809.96
110-000.000-581.210	CONTRIB FROM OTHER GOVTS-PARK TOWNSH	120,000.00	0.00	120,000.00	0.00	135,116.38
110-000.000-615.810	FRANCHISE FEES-FBO FRANCHISE	29,000.00	9,372.46	19,627.54	32.32	64,704.46
110-000.000-615.820	FRANCHISE FEES-FUEL FLOWAGE FEE	84,460.00	17,057.71	67,402.29	20.20	62,816.00
110-000.000-615.830	FRANCHISE FEES-LANDING FEES	30,000.00	9,407.80	20,592.20	31.36	24,868.10
110-000.000-665.000	INVESTMENT INCOME	15,000.00	(17.47)	15,017.47	(0.12)	47,118.65
110-000.000-665.900	INVESTMENT INCOME-MARKET ADJUSTMENT	0.00	0.00	0.00	0.00	11,723.36
110-000.000-665.905	RENTAL-AGRICULTURAL LAND LEASE	12,500.00	0.00	12,500.00	0.00	12,346.48
110-000.000-665.910	RENTAL-HANGAR LAND LEASE	170,000.00	8,963.01	161,036.99	5.27	134,886.29
110-000.000-665.915	RENTAL-T-HANGARS	61,800.00	13,920.00	47,880.00	22.52	57,738.06
110-000.000-665.920	RENTAL-AIRPORT BUSINESS CENTER	9,600.00	2,469.40	7,130.60	25.72	9,681.87
Total Dept 000.000 - GENERAL		775,360.00	264,960.93	510,399.07	34.17	797,945.85
Department: 595.100 AIRPORT OPERATIONS						
110-595.100-691.000	OTHER SOURCES - LEASE FINANCING	0.00	0.00	0.00	0.00	13,011.00
Total Dept 595.100 - AIRPORT OPERATIONS		0.00	0.00	0.00	0.00	13,011.00
Revenues		775,360.00	264,960.93	510,399.07	34.17	810,956.85
Account Category: Expenditures						
Department: 595.100 AIRPORT OPERATIONS						
110-595.100-701.000	PAYROLL-REGULAR	150,305.00	22,921.34	127,383.66	15.25	105,142.57
110-595.100-702.000	PAYROLL-TEMPORARY HELP	11,700.00	0.00	11,700.00	0.00	3,765.00
110-595.100-703.100	SPECIAL PAY ONE TIME PAYMENT	0.00	24,432.50	(24,432.50)	100.00	0.00
110-595.100-705.000	PAYROLL-OVERTIME	0.00	0.00	0.00	0.00	131.25
110-595.100-710.000	PAYROLL-VACATION/PTO GENERAL	10,000.00	3,541.17	6,458.83	35.41	7,519.17
110-595.100-712.000	PAYROLL-HOLIDAYS	3,600.00	408.00	3,192.00	11.33	4,574.68
110-595.100-720.005	INSURANCE HEALTH	6,516.00	1,311.38	5,204.62	20.13	4,352.30
110-595.100-720.030	INSURANCE-INCOME PROTECTION	600.00	327.97	272.03	54.66	446.65
110-595.100-721.005	RETIREMENT CONTRIBUTION MERS	11,191.00	1,923.56	9,267.44	17.19	9,282.05
110-595.100-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	12,891.00	4,025.01	8,865.99	31.22	9,599.61
110-595.100-723.500	WORKERS COMP INSURANCE	320.00	0.00	320.00	0.00	311.00
110-595.100-730.000	POSTAGE	100.00	0.00	100.00	0.00	5.93
110-595.100-740.000	OPERATING SUPPLIES GENERAL	2,000.00	531.92	1,468.08	26.60	8,061.09
110-595.100-741.000	OPERATING SUPPLIES-CONTROLLED CAPITA	1,000.00	0.00	1,000.00	0.00	3,116.28
110-595.100-801.000	CONTRACTUAL-LEGAL	25,000.00	1,140.00	23,860.00	4.56	23,677.00
110-595.100-802.005	CONTRACTUAL-AUDIT SERVICES	8,500.00	7,650.00	850.00	90.00	8,300.00
110-595.100-802.200	CONTRACTUAL-FISCAL AGENT SERVICES	2,000.00	5,000.00	(3,000.00)	250.00	2,000.00
110-595.100-807.000	CONTRACTUAL-ARCHITECT/ENGINEER	0.00	3,917.90	(3,917.90)	100.00	23,702.56
110-595.100-807.415	CONTRACTUAL-ARCHITECT/ENGINEER	0.00	0.00	0.00	0.00	1,963.00
110-595.100-808.000	CONTR-BLDGS&GRNDS	45,000.00	205.93	44,794.07	0.46	70,817.18
110-595.100-808.001	CONTR-BLDGS&GRNDS JANITORIAL	0.00	456.80	(456.80)	100.00	3,510.00
110-595.100-808.801	CONTR-BLDGS&GRNDS MAINTENANCE GENERA	20,000.00	5,742.00	14,258.00	28.71	30,929.21
110-595.100-808.802	CONTR-BLDGS&GRNDS SNOWPLOWING	60,000.00	36,816.37	23,183.63	61.36	77,736.52
110-595.100-809.001	CONTRACTUAL-MISC CONSULTING	10,000.00	0.00	10,000.00	0.00	13,924.24
110-595.100-809.003	CONTRACTUAL-MISC MANAGEMENT SVCS	37,221.00	7,887.75	29,333.25	21.19	31,380.00
110-595.100-809.005	CONTRACTUAL-MISC AIRPORT MANAGER	3,000.00	3,646.17	(646.17)	121.54	9,248.44



West Michigan Airport Authority Budget Performance Report

Balance As of 09/30/2024

		24-25 Amended Budget	YTD Transactions	Available Balance 09/30/2024	% Bdgt Used	End Balance 06/30/2024
Fund: 110 WMAA (AIRPORT) GENERAL FUND						
Account Category: Expenditures						
Department: 595.100 AIRPORT OPERATIONS						
110-595.100-850.000	COMMUNICATIONS TELEPHONE	0.00	0.00	0.00	0.00	(76.00)
110-595.100-851.000	COMMUNICATIONS CELLULAR	2,400.00	600.00	1,800.00	25.00	1,100.00
110-595.100-852.000	COMMUNICATIONS WIFI INTERNET	0.00	0.00	0.00	0.00	620.00
110-595.100-901.000	CONTR-PRINTING	2,820.00	0.00	2,820.00	0.00	0.00
110-595.100-903.000	CONTR-PRINTING ADVERTISING/PROMOTION	57,000.00	7,260.92	49,739.08	12.74	49,267.64
110-595.100-920.805	PUBLIC UTILITIES-FENCE GATES	550.00	42.48	507.52	7.72	523.12
110-595.100-920.810	PUBLIC UTILITIES-LANDING LIGHTS/SYST	4,000.00	334.19	3,665.81	8.35	3,691.51
110-595.100-920.815	PUBLIC UTILITIES-PARKING LOT LIGHTS	800.00	36.99	763.01	4.62	535.14
110-595.100-920.820	PUBLIC UTILITIES-RUNWAY LIGHTS	6,000.00	405.14	5,594.86	6.75	5,351.08
110-595.100-920.825	PUBLIC UTILITIES-T HANGARS	6,700.00	324.91	6,375.09	4.85	5,328.36
110-595.100-921.010	PUBLIC UTILITIES-NATURAL GAS	0.00	0.00	0.00	0.00	174.92
110-595.100-931.000	BLDG & GRNDS MAINT GENERAL	6,000.00	0.00	6,000.00	0.00	5,166.66
110-595.100-931.810	BLDG & GRNDS MAINT SIGNAGE	8,000.00	0.00	8,000.00	0.00	0.00
110-595.100-933.000	EQUIPMENT MAINTENANCE-GENERAL	6,500.00	109.38	6,390.62	1.68	1,312.00
110-595.100-933.015	EQUIPMENT MAINTENANCE-ILS LANDING	16,000.00	4,000.00	12,000.00	25.00	8,000.00
110-595.100-940.000	BUILDING RENTAL/LEASE	1,000.00	1,000.00	0.00	100.00	1,000.00
110-595.100-946.000	OFFICE EQUIP RENTAL/LEASE	0.00	0.00	0.00	0.00	(470.00)
110-595.100-955.000	MISC. GENERAL	9,300.00	798.39	8,501.61	8.58	3,299.97
110-595.100-960.000	EDUCATION, TRAINING, CONF REGISTRATI	4,500.00	375.00	4,125.00	8.33	1,717.00
110-595.100-961.000	TRAVEL, MEALS, MILEAGE	3,500.00	0.00	3,500.00	0.00	901.40
110-595.100-962.000	INSURANCE PREMIUMS	35,000.00	36,643.00	(1,643.00)	104.69	34,072.00
110-595.100-964.001	REFUNDS-PRIOR YEAR PROPERTY TAX	0.00	0.00	0.00	0.00	56.83
110-595.100-965.000	DUES & SUBSCRIPTIONS	2,220.00	2,832.23	(612.23)	127.58	1,872.98
110-595.100-969.200	WRITE-OFFS UNCOLL PROPERTY TAXES	0.00	0.00	0.00	0.00	(17.82)
110-595.100-977.000	MACHINERY & EQUIPMENT GENERAL	0.00	0.00	0.00	0.00	13,011.00
110-595.100-991.500	PRINCIPAL PMT-LEASE	0.00	0.00	0.00	0.00	436.00
110-595.100-993.500	INTEREST-LEASE	0.00	0.00	0.00	0.00	34.00
Total Dept 595.100 - AIRPORT OPERATIONS		593,234.00	186,648.40	406,585.60	31.46	590,403.52
Department: 595.200 BUSINESS CENTER						
110-595.200-808.001	CONTR-BLDGS&GRNDS JANITORIAL	10,000.00	1,170.00	8,830.00	11.70	7,904.12
110-595.200-850.000	COMMUNICATIONS TELEPHONE	3,800.00	0.00	3,800.00	0.00	305.00
110-595.200-852.000	COMMUNICATIONS WIFI INTERNET	4,000.00	0.00	4,000.00	0.00	6,577.02
110-595.200-920.005	PUBLIC UTILITIES-HBPW	19,500.00	1,920.92	17,579.08	9.85	18,384.61
110-595.200-921.010	PUBLIC UTILITIES-NATURAL GAS	5,000.00	57.04	4,942.96	1.14	4,316.31
110-595.200-931.000	BLDG & GRNDS MAINT GENERAL	5,000.00	1,407.83	3,592.17	28.16	7,592.58
110-595.200-933.000	EQUIPMENT MAINTENANCE-GENERAL	5,000.00	4,096.98	903.02	81.94	7,278.46
Total Dept 595.200 - BUSINESS CENTER		52,300.00	8,652.77	43,647.23	16.54	52,358.10
Department: 965.000 TRANSFERS OUT AND OTHER FINANCING USES						
110-965.000-995.410	TRANSFER TO WMAA CAPITAL FUND	0.00	0.00	0.00	0.00	579,698.00
Total Dept 965.000 - TRANSFERS OUT AND OTHER FINANCING USES		0.00	0.00	0.00	0.00	579,698.00
Expenditures		645,534.00	195,301.17	450,232.83	30.25	1,222,459.62
Fund 110 - WMAA (AIRPORT) GENERAL FUND:						
TOTAL REVENUES		775,360.00	264,960.93	510,399.07		810,956.85
TOTAL EXPENDITURES		645,534.00	195,301.17	450,232.83		1,222,459.62



West Michigan Airport Authority Budget Performance Report

Balance As of 09/30/2024

	24-25 Amended Budget	YTD Transactions	Available Balance 09/30/2024	End Balance 06/30/2024
Fund: 110 WMAA (AIRPORT) GENERAL FUND				
NET OF REVENUES & EXPENDITURES:	129,826.00	69,659.76	60,166.24	(411,502.77)



West Michigan Airport Authority Budget Performance Report

Balance As of 09/30/2024

	24-25 Amended Budget	YTD Transactions	Available Balance 09/30/2024	% Bdgt Used	End Balance 06/30/2024
Fund: 410 WMAA (AIRPORT) CAPITAL PROJECTS					
Account Category: Revenues					
Department: 000.000 GENERAL					
410-000.000-538.000 FEDERAL GRANT-FEDERAL CAPITAL	0.00	0.00	0.00	0.00	265,046.68
410-000.000-579.000 STATE GRANT-MDOT CAPITAL	0.00	0.00	0.00	0.00	2,064.00
410-000.000-665.000 INVESTMENT INCOME	0.00	0.00	0.00	0.00	8,038.19
410-000.000-665.900 INVESTMENT INCOME-MARKET ADJUSTMENT	0.00	0.00	0.00	0.00	8,229.59
410-000.000-699.110 TRANSFER FROM WMAA GENERAL FUND	0.00	0.00	0.00	0.00	579,698.00
Total Dept 000.000 - GENERAL	0.00	0.00	0.00	0.00	863,076.46
Revenues	0.00	0.00	0.00	0.00	863,076.46
Account Category: Expenditures					
Department: 595.000 AIRPORT OPERATIONS					
410-595.000-807.000 CONTRACTUAL-ARCHITECT/ENGINEER	0.00	0.00	0.00	0.00	10,249.00
410-595.000-807.415 CONTRACTUAL-ARCHITECT/ENGINEER	15,000.00	0.00	15,000.00	0.00	0.00
410-595.000-974.000 LAND IMPROVEMENTS GENERAL	10,875.00	0.00	10,875.00	0.00	107,441.15
Total Dept 595.000 - AIRPORT OPERATIONS	25,875.00	0.00	25,875.00	0.00	117,690.15
Expenditures	25,875.00	0.00	25,875.00	0.00	117,690.15
Fund 410 - WMAA (AIRPORT) CAPITAL PROJECTS:					
TOTAL REVENUES	0.00	0.00	0.00		863,076.46
TOTAL EXPENDITURES	25,875.00	0.00	25,875.00		117,690.15
NET OF REVENUES & EXPENDITURES:	(25,875.00)	0.00	(25,875.00)		745,386.31

ELECTRIC VEHICLE CHARGING STATION HOST SITE AGREEMENT

This Agreement ("Agreement"), effective as of November 1, 2024 (the "Effective Date"), is entered into by and between BETA Technologies, Inc. ("BETA"), a Delaware corporation, and Western Michigan Regional Airport, a Michigan ("Site Operator"). Collectively, BETA and the Site Operator are each a "Party" to this Agreement or collectively the "Parties."

WHEREAS, the Site Operator acknowledges and agrees that it is the fee simple owner of the property located at 60 Geurink Blvd, Holland, Michigan 49423, United States ("Host Site"). pursuant to an existing lease (the "Operations Lease").

WHEREAS, Site Operator desires to have an electric vehicle charging station installed at the Host Site as part of BETA's eVTOL Recharging Network ("Project").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Term.** The term of this Agreement begins on the Effective Date and ends ten (10) years after the Station Activation Date (the "Initial Term"). Subject to the terms of this Agreement, this Agreement shall renew automatically for additional one (1)-year periods (each a "Renewal Term" and collectively, the "Renewal Terms") upon the expiration of the Initial Term or any succeeding Renewal Term, provided that each Party each shall have the right not to renew this Agreement by providing the other Party with written notice of non-renewal at least one hundred eighty (180) days prior to the expiration of the Initial Term or then-current Renewal Term, as the case may be. For purposes of this Agreement, "Term" shall be deemed to mean the Initial Term and any succeeding Renewal Term.
2. **Equipment.**
 - a. One DC Fast Charge Commercial Charging Station outfitted to recharge electronic vehicles, including BETA's ALIA-250 aircraft, will be provided by BETA for installation at the Host Site under this Project (together with any accompanying utility equipment provided by and/or purchased by BETA, collectively, the "Station"). Product specifications are provided in Attachment A. BETA will choose the shipping method and cover the cost for standard delivery of the Station to the Host Site. If Site Operator desires expedited delivery of the Station, the additional cost, over and above the cost of standard delivery, will be the responsibility of Site Operator and BETA will not be responsible for the payment of any delivery charges in excess of standard delivery charges. Site Operator will be responsible for accepting delivery of the Station and storing the Station in a safe manner at the Host Site until the Station is ready for installation pursuant to the terms and conditions of this Agreement. BETA shall have the right from time to time to replace, update, or modify the Station, in BETA's sole discretion.
 - b. In addition, BETA shall have the right from time to time in its discretion to add additional chargers and/or charging stations outfitted to recharge electronic vehicles ("Additional Chargers") in the vicinity of the existing Station, subject to prior written approval of the Site Operator, which shall not be unreasonably withheld, conditioned, or delayed. The Additional Chargers shall be delivered, installed, maintained, and operated on the same terms and conditions of this Agreement and shall otherwise be subject to the same requirements as the Station. Each Party shall have the same rights and obligations concerning the Additional Chargers as they do concerning the Station. For avoidance of doubt, should Additional Chargers be added, then all references to the "Station" in this Agreement shall refer to, collectively, the Station and any Additional Chargers, and all references the "Charging Station Site" in this Agreement shall refer collectively to the site of the Station and any Additional Chargers.¹
3. **Charging Station Site.**
 - a. The exact location of the Station on the Host Site shall be hereinafter referred to as the "Charging Station Site." In the event the location of the Charging Station Site is not set forth in advance on Attachment B hereto, Site Operator and BETA shall promptly work together in good faith to mutually select the Charging Station Site. BETA may inspect and must approve the Charging Station Site prior to the installation of the Station. The Charging Station Site must provide adequate space for installation and operation per Attachment B. Site Operator shall permit reasonable efforts to modify the Host Site in order to accommodate the proper and safe installation and operation of the Station.
 - b. The following plans, specifications, and attachments have been reviewed and approved by the Site Operator:
 - i. Attachment B: Site plans and design work
4. **Installation.** BETA shall be responsible for the installation of the Station on the terms and conditions set forth herein, and BETA will select and engage a company ("Installer") to install the Station at the Host Site at BETA's cost. Installation of

the Station will include the following, as applicable: foundation or pad for the Station; site work for the placement of the Station; and any trenching for wiring and interconnection of the Station to the Host Site electric power network. BETA will be responsible for Charging Station Site validation and Station activation, and final electrical connection of the Station to power and making the Station ready for operation may only be performed by the Installer. The date that the Station is fully connected to electrical power and ready for operation and use shall hereinafter be referred to as the "Station Activation Date". The Station is not to be removed from its packaging by any person other than the Installer. Some Station protection (bollards, tire stop, curb, or an elevated wall-mount) is required and signage must comply with BETA's requirements. BETA shall require that the Installer carries commercially reasonable general liability insurance. BETA will not permit nor suffer the filing of any mechanics liens against the Host Site with respect to work performed by or on behalf of BETA and in the event any liens are filed with respect to such work BETA shall promptly cause them to be removed at its own cost and expense.

5. Utilities.

a. ²

As part of BETA's installation of the Station, BETA will at its cost and expense bring electric utility service to the Charging Station Site sufficient to operate the Station, as reasonably determined by BETA. Site Operator will cooperate in good faith to permit BETA to bring electric utility service to the Charging Station Site. Except for the Station or any Additional Chargers provided by Beta pursuant to the terms of this Agreement, neither Site Operator nor any third party shall be permitted to install any other electric vehicle charging station on the Host Site without the prior written consent of BETA.

b. BETA shall be responsible for the actual cost of the electrical current used by the Station.

6. Access to Host Site and Station. The Site Operator shall at all times provide adequate physical and technological access of the Host Site and Station to BETA and the Installer consistent with the purpose of the Project. BETA or the Installer will attempt to give the Site Operator a minimum of 48 hours' notice prior to conducting any visit to the Host Site; however, factors outside of BETA's or the Installer's control may not always permit this advance notice.

7. Network Access. BETA will provide to Site Operator a BETA Network subscription for use with the Station provided by this Project, which subscription commences on the Station Activation Date and will expire upon the expiration or termination of this Agreement. The Site Operator agrees at all times during the term of this Agreement to not interfere with the Station's connection to the BETA Network, and Site Operator's use of the BETA Network shall at all times be in accordance with any terms or conditions imposed by BETA or any operator of the BETA Network. If Site Operator violates any such terms or conditions, BETA may, at its option, terminate Site Operator's BETA Network subscription.

8. Access to Information. Site Operator acknowledges that BETA will be collecting Station usage data and charge event information, including, without limitation, when a charge event occurs, energy transferred during the charge event, duration of the charge event, and duration of the charging period (collectively "Data"). Site Operator acknowledges that the Data may be used by BETA for any reasonable purposes, including, without limitation, analyzing usage and charging patterns, the effectiveness of infrastructure put in place to meet the needs of drivers of electric vehicles, and the efficacy of the Project. BETA shall not disclose any personal information identifying any third party who may utilize the Station.

9. Operation and Maintenance. Site Operator shall take all commercially reasonable measures to ensure the Charging Station Site and the Station are kept secure, free of snow and ice, cleared of any obstructions impeding access to the Station or the Charging Station Site, and clean (collectively, the "Site Operator Maintenance Obligations"). Site Operator shall promptly notify BETA of any Station malfunction known to Site Operator in order that BETA may arrange for the repair of any non-functioning charging port on the Station. The responsibility of maintaining and repairing the station, and the costs thereof, shall be the responsibility of BETA, except as otherwise set forth herein. Site Operator shall not attempt any maintenance or repair of the Station unless directed or approved of in advance by BETA.

10. Publicity. Site Operator shall provide BETA unlimited rights to take, use and publish photographs of the Station and the Charging Station Site, as well as any information related to the Project, which may be included on printed materials or posted on websites. BETA will not use Site Operator's name or logo without the prior written consent of Site Operator, which shall not be unreasonably withheld, conditioned, or delayed. Site Operator shall not make any public statements regarding this Agreement or the Station without the prior written consent of BETA. All third-party vehicle registration numbers (including tail number on aviation aircraft) are to be removed from photographs prior to publishing.

11. Ownership. BETA shall at all times retain title and fee simple ownership to the Station, and Site Operator hereby expressly waives any and all statutory liens or any other liens which Site Operator may have or otherwise acquire by law with respect to the Station. Site Operator hereby provides BETA with a license to use the Charging Station Site for the Station and the

non-exclusive right to use such other portions of the Host Site as may be necessary from time to time for (i) ingress and egress to the Charging Station Site by BETA and its employees, agents, contractors, invitees, and customers, and the Installer; (ii) installation, maintenance, repair, replacement, and/or removal of the Station; and (iii) any other purposes necessary to effectuate the purposes contemplated in this Agreement. BETA shall have the right, in its sole and absolute discretion, at any time to remove or replace the Station and for purposes of calculating the Station Margin, the date of removal of the Station shall be the final date of operation of the Station included in the Station Margin calculation.

12. No Right to Remove, Move or Sell the Station. The Station may not be sold, encumbered, retired, disposed of, removed or moved by Site Operator from its place of installation, without the prior written consent of BETA.

13. Termination.

- a. In the event that Site Operator fails to comply with any term in this Agreement, including, without limitation, the Site Operator Maintenance Obligations ("Site Operator Breach"), BETA may provide written notice of the Site Operator Breach to Site Operator and request that the Site Operator cure the Site Operator Breach to BETA'S satisfaction in order to comply with the Agreement terms. If Site Operator does not cure a Site Operator Breach within ten (10) calendar days after receiving written notice thereof from BETA, BETA shall have the right to (i) cure such Site Operator Breach, and Site Operator shall reimburse BETA for the reasonable costs incurred by BETA with respect to such cure, or (ii) terminate this Agreement and remove the Station. The rights and remedies of BETA set forth herein shall expressly survive the termination of this Agreement. In the event BETA terminates this Agreement as the result of an uncured Site Operator Breach, Site Operator shall pay to BETA, within thirty (30) days of BETA's written request, an amount equal to the unamortized amount of all of BETA's actual costs with respect to the installation of the Station (including, without limitation, any infrastructure or utility improvements necessary for the installation of the Station), and any other costs and expenses incurred by BETA in connection with the termination of the Agreement, including, without limitation, costs associated with removal of the Station. For purposes of the preceding sentence, BETA's actual costs for the installation of the Station shall be amortized on a straight-line basis over the Initial Term of this Agreement.
- b. Prior to the Station Activation Date BETA may terminate this Agreement upon 30 days written notice if a material change in circumstances impacts BETA's Station Installation.
- c. In the event that BETA fails to comply with any term in this Agreement ("BETA Breach"), Site Operator may provide written notice of the BETA Breach to BETA and request that BETA cure the BETA Breach in order to comply with the Agreement terms. If BETA does not cure a BETA Breach within thirty (30) calendar days after receiving written notice thereof from Site Operator (provided, however, if the nature of the BETA Breach is such that more than thirty (30) calendar days are reasonably required to cure, then such default shall be deemed to have been cured if BETA commences efforts to cure and thereafter diligently completes the cure in a reasonable time), Site Operator's sole and exclusive remedy shall be to terminate this Agreement and BETA shall thereafter remove the Station within sixty (60) days after the date of such termination.

14. Liability. BETA shall indemnify Site Operator and its officers, directors, agents and employees to the fullest extent allowed by law from and against any and all demands, claims, losses, damages, liability, costs, expenses (including the payment of attorneys' fees and costs actually incurred, whether or not litigation is commenced), judgments or obligations, fines, penalties, assessments, actions or causes of action whatsoever ("Losses"), in each case, (i) to the extent arising from or in connection with the negligence or willful misconduct of BETA, its agents, employees, representatives, or contractors; (ii) arising from damage to the Host Site to the extent directly caused by the installation of the Station; and (iii) any inaccuracy in any of the representations or warranties made by BETA in this Agreement.

Site Operator shall indemnify BETA and its officers, directors, agents and employees to the fullest extent allowed by law from and against any and all Losses to the extent arising from or in connection with use of the Station (whether by Site Operator or another third party); any inaccuracy in any of the representations or warranties made by Site Operator in this Agreement; any breach or nonfulfillment of any of the covenants, obligations or agreements made by Site Operator in this Agreement; or the negligence or willful misconduct of Site Operator, its agents, employees, representatives, or contractors.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY OR ITS REPRESENTATIVES BE LIABLE TO THE OTHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES CALCULATED BASED ON LOST PROFIT OR REVENUES, ARISING OUT OF OR UNDER THIS AGREEMENT. NOTWITHSTANDING ANY PROVISION HEREIN TO THE CONTRARY, WITH RESPECT TO LOSSES FOR WHICH INSURANCE COVERAGE

IS AVAILABLE, EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS OF RECOVERY FROM THE OTHER PARTY WITH RESPECT TO SUCH LOSSES.

15. **No Amendment or Modification.** No modification, amendment or waiver of this Agreement shall be effective unless in writing and either signed by, or electronically accepted by affirmative action of, BETA and the Site Operator.
16. **Waiver.** Either Party's failure at any time to require the other Party's performance of any obligation under this Agreement will in no way affect the full right to require such performance at any time thereafter. Either Party's waiver of a breach of any provision of this Agreement will not constitute a waiver of the provision itself. Either Party's failure to exercise any of its rights provided in this Agreement will not constitute a waiver of such rights. No waiver will be effective unless in writing and signed by an authorized representative of BETA or the Site Operator. Any such waiver will be effective only with respect to the specific instance and for the specific purpose given.
17. **Applicable law.** This Agreement will be construed, and performance will be determined, according to the laws of the State of Vermont without reference to such state's principles of conflicts of law. Installation of the Station, and its operation, will be conducted in compliance with all local, state and federal laws and regulations. The Parties agree that any claims or actions initiated pursuant to this Agreement may only be brought in the State of Vermont.
18. **Assignment.** Site Operator may not assign any of its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of BETA, which such consent shall not be unreasonably withheld. Any successor or assign of the Host Site must agree in writing to the terms of this Agreement prior to any assignment of this Agreement by Site Operator. BETA shall have the right to freely assign this Agreement to (i) any entity which shall be an affiliate, subsidiary, parent, or successor of BETA, (ii) any entity which may acquire all or substantially all of the assets of BETA, or with which BETA may merge or consolidate, or (iii) any entity controlled by, controlling, or under common control with BETA.
19. **Priority.** To the extent of any conflict or inconsistency between the terms and conditions of this Agreement and any other Project document, this Agreement shall prevail.
20. **Surrender.** At the end of the Term BETA will remove the Station, including its concrete foundations. BETA will surrender the Charging Station Site in a clean and neat condition, including backfilling any holes with dirt and re-seeding the Charging Station Site with grass, if applicable. BETA shall have no obligation to remove any buried conduit or wiring, or remove any electrical power service provided to the Charging Station Site.
21. **Project Requirements.** This Agreement is subject to the following requirements:
 - a. Prior to installation of the Station, BETA must procure:
 - i. To the extent applicable, a letter of approval for the design package from the governmental authorities having jurisdiction over the Charging Station Site and Station.
 - b. As part of the Station installation and provisioning, the Site Operator must collaborate with the Installer to obtain:
 - i. Approval from local agencies of the installation prior to provisioning, and
 - ii. Certification by BETA of at least one (1) officer or designee of Site Operator that he/she has been trained in the proper and safe operation, care, and use of the Station.
 - c. Site Operator acknowledges and agrees that, except as otherwise stated in this Agreement, BETA shall have no liability to the Site Operator relating to the installation and operation of the Station.
 - d. Site Operator shall, at its sole cost and expense, throughout the Term maintain insurance in the following types and amounts: general liability insurance for bodily injury liability, including death and property damage liability, incurred in connection with the performance of the Agreement, with minimum limits of \$3,000,000 in respect of claims arising out of personal injury, sickness or death of any one person, \$3,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and \$3,000,000 in respect of claims arising out of property damage in any one accident or disaster. Said policies shall provide that said insurance shall not be canceled or materially modified unless thirty (30) days' prior written notice shall be given to BETA and any designees of BETA. Said policies, or certificates thereof, shall be delivered to BETA by Site Operator upon request by BETA.
 - e. Site Operator shall permit BETA signage at the Charging Station Site and reasonable wayfinding signage on the remainder of the Host Site for purposes of consumers locating the Station.
22. **Margin Sharing.** At the conclusion of each calendar year, BETA will compute the margin of the Station. This will be calculated by BETA's gross revenue from the Station minus BETA's operating expenses for the Station, including without limitation, utility expenses (collectively the "Station Margin"). Expenses such as depreciation, insurance, and marketing

will not be included in the Station Margin calculation. During the Term, BETA will provide payment to Site Operator equal to 10% of the Station Margin actually received for the Station in the prior year (the "Margin Sharing Payment").

- 23. Right to Audit.** During the term of this Agreement and not more than once per year Site Operator may audit BETA's margin calculation specific to this Station. The audit rights are limited to expense and revenue records for the Station covered by this Agreement for the purpose of Station Margin calculation set forth in this Agreement.
- 24. Mutual Confidentiality.** Neither party to this agreement shall disclose to any third party any confidential or non- public information related to either Party, the Project, or the Station.
- 25. Severability.** If any term or provision of this Agreement is held invalid, illegal, or incapable of being enforced by any rule of law or public policy, all of the other conditions and provisions of this Agreement will nevertheless remain in full force and effect, so long as the economic or legal substance of the transactions contemplated hereby is not materially and adversely affected, as determined by BETA in its commercially reasonable discretion. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the Parties hereto will negotiate in good faith to modify this Agreement so as to reflect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transaction contemplated hereby is fulfilled to the extent possible.
- 26. Notices.** To be effective under this Agreement, written notice by the Parties shall sent to the addresses set forth below by hand, recognized national overnight delivery service, or by certified mail, return receipt requested. Any such notice shall be deemed to be given to and received by the party intended to receive such notice (a) when delivered, if hand delivered, (b) one (1) day after being deposited with a nationally recognized overnight delivery service, or (c) three (3) days after such notice shall have been deposited, postage prepaid, to the United States mail, certified, return receipt requested, properly addressed to the addresses for notices set forth below. If delivery of any such notice is rejected or refused or if the courier, overnight delivery service or U.S. Postal Service is unable to deliver the same because of changed address of which no notice was given, such notice shall be deemed given and effective on the first date of such rejection, refusal or inability to deliver. In the event of a change of address by either party, such party shall give written notice thereof in accordance with the foregoing.

BETA TECHNOLOGIES, INC.:	Western Michigan Regional Airport
Attn: Legal 1150 Airport Dr. South Burlington, VT 05403 U.S.A.	s.corbin@cityofholland.com 60 Geurink Blvd, Holland, Michigan 49423, United States

- 27. Miscellaneous.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one single agreement binding upon the Parties. The Parties further agree that if the signature of any Party on this Agreement or any counterpart of this Agreement is a digital, mechanical, or electronic reproduction (such as, but not limited to, a photocopy, email, PDF, Adobe image, jpeg), then, such digital, mechanical or electronic reproduction shall be enforceable, valid, and binding as an original. The Parties further agree that this Agreement (and any and all attachments attached hereto) constitute and contain the sole and entire agreement of Site Operator and BETA, and prior oral or written representations, inducements, expectations, promises or agreements between Site Operator and BETA not specifically set forth in this Agreement shall be of no force or effect. No modification or amendment of this Agreement shall be binding upon the Parties unless such modification or amendment is in writing and signed by the Parties.

[Signature page follows]

BETA TECHNOLOGIES, INC.:	Western Michigan Regional Airport
By:	By:
Title:	Title:
Date:	Date:
Address: 1150 Airport Dr. South Burlington, VT 05403 U.S.A.	Address: 60 Geurink Blvd, Holland, Michigan 49423, United States

ATTACHMENT A
PRODUCT SPECIFICATIONS AND SIGNAGE

ATTACHMENT B
UTILITY AND HOST SITE SPECIFICATIONS



PROPOSED BETA CHARGER LOCATION:

WEST MICHIGAN REGIONAL AIRPORT (KBIV)

HOLLAND, MI

DRAWN BY:	RCT
DATE:	09/25/2024
REVISION:	0
SHEET:	



West Michigan Airport Authority
60 Geurink Blvd.
Holland, MI 48423
Phone: (616) 392-1400
www.flywma.org

Fellow Board Members,

I was assigned by the Chair to investigate the recent grant award that BETA Technologies received, which includes placing a charging station at West Michigan Regional Airport (BIV). After conducting research and engaging in discussions with BETA staff, I present the following information and a formal recommendation for your consideration.

Overview of BETA Technologies

BETA Technologies, based in South Burlington, Vermont, specializes in electric vertical takeoff and landing (eVTOL) and conventional takeoff and landing (eCTOL) aircraft. The company is recognized for its innovative approach to reducing carbon emissions and operational costs within the aviation industry. One of their flagship aircraft, the **ALIA-250**, is an all-electric eVTOL designed for cargo, medical transport, and future passenger use, capable of carrying up to six passengers or cargo over distances of up to 250 nautical miles.

In addition to aircraft, BETA is developing a **network of rapid charging stations** to support the operation of electric aircraft, which aligns with broader sustainability goals within the transportation sector. These stations are designed to be interoperable, capable of servicing both electric aircraft and ground vehicles using the Combined Charging System (CCS) standard.

Grant and Project Details

BETA Technologies recently received **\$2.6 million** from Michigan's Advanced Aerial Mobility (AAM) Activation Fund. **This grant will be used to install multimodal charging stations at four airports across the state, including West Michigan Regional Airport.** The installation of these stations is part of a statewide initiative aimed at preparing Michigan's airports for the future of advanced air mobility, supporting both cargo and passenger transport missions with next-generation electric aircraft.

Role of Fixed Base Operators (FBOs)

As you are aware, FBOs play a crucial role at airports, providing essential services such as fueling, aircraft maintenance, and passenger amenities. The approval and operation of an FBO are governed by the airport authority, and any company wishing to provide these services must comply with safety, regulatory, and operational standards. Approval factors include available space, compliance with FAA regulations, and alignment with the airport's long-term master plan.

FBO Agreement and BETA's Proposal

During my conversations with BETA staff, it was clarified that companies intending to provide services on airport property must enter into a formal **FBO or Host Agreement**. This agreement ensures the company adheres to the operational standards required for conducting business at the airport.

BETA has expressed interest in presenting their project to the Board at the next **West Michigan Airport Authority meeting on October 14, 2024**, to explain the services they will be providing. They have also proposed conducting a walkthrough with staff and representatives from Holland Board of Public Works to identify an optimal location for the charging station. This walkthrough is tentatively scheduled for **October 16, 2024, at 2:00 p.m.**, pending board approval.

Recommendation

After reviewing the project and discussing with Executive Members of the Authority, I highly recommend that the Board supports this initiative. BETA's proposal aligns with our strategic goals of adopting sustainable aviation technologies. Furthermore, entering into a formal **FBO/Host Agreement** with BETA Technologies will ensure that the appropriate legal and operational frameworks are in place to facilitate this project successfully.

I look forward to further discussions and recommend moving forward with the site visit and the formal agreement arrangements.

Scott Corbin

A handwritten signature in black ink, appearing to read "Scott Corbin", written in a cursive style.

Vice-Chairperson, West Michigan Regional Airport Authority

MICHIGAN DEPARTMENT OF TRANSPORTATION
WEST MICHIGAN AIRPORT AUTHORITY
CONTRACT FOR A FEDERAL/STATE/LOCAL
AIRPORT PROJECT
UNDER THE BLOCK GRANT PROGRAM

This Contract is made and entered into between the Michigan Department of Transportation (MDOT) and West Michigan Airport Authority (SPONSOR) for the purpose of fixing the rights and obligations of the parties in agreeing to the following undertaking at the West Michigan Regional Airport, whose associated city is Holland, Michigan, such undertaking (PROJECT) estimated in detail in Exhibit 1, dated April 30, 2024 attached hereto and made a part hereof.

PROJECT DESCRIPTION: INSTALL TAXIWAY LIGHTING-NORTH HANGAR PARK-CONSTRUCTION

Recitals:

The PROJECT is eligible for federal funding under the federal Airport Improvement Program, pursuant to 49 USC 47101 *et seq.*, including 47128; and

MDOT has received a block grant from the Federal Aviation Administration (FAA) for airport development projects; and

MDOT is responsible for the allocation and management of block grant funds pursuant to the above noted act; and

Information required by 2 CFR Part 200 is attached to this Contract as Attachment X.

The parties agree that:

1. The term “PROJECT COST,” as used herein, is defined in Attachment(s) 6, attached hereto and made a part hereof. The PROJECT COST may also include administrative costs incurred by MDOT in connection with the PROJECT.

THE SPONSOR WILL:

2. Enter into a contract with a consultant for each element of the PROJECT that requires expertise. The consultant will be selected in conformity with FAA Advisory Circular 150/5100-14. MDOT will select the consultant for each element of the PROJECT that involves preparation of environmental documentation. The SPONSOR will select the consultant for all other aspects of the PROJECT. All consultant contracts will be submitted to MDOT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being subcontracted, or financial integrity. The SPONSOR will neither award a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from MDOT. Any change to the consultant contract will require prior written approval from MDOT. In the event that the consultant contract is terminated, the SPONSOR will give immediate written notice to MDOT.
3. Make payment to MDOT for the SPONSOR's share of the PROJECT COSTS within thirty (30) days of the billing date. MDOT will not make payments for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of the PROJECT work.

Eligible PROJECT COSTS that are paid by the SPONSOR may be submitted for credit toward the SPONSOR's share of the PROJECT COST provided that they are submitted within one hundred eighty (180) days of the date the costs were incurred or within one hundred eighty (180) days of the date of award of this Contract by the parties, whichever is later. Documentation of the PROJECT COST will include copies of the invoices on which the SPONSOR will write the amounts paid, the check numbers, the voucher numbers, and the dates of the checks. Each invoice will be signed by an official of the SPONSOR as proof of payment. The amount of the SPONSOR billing will be reduced by the amount of the eligible credit, based on documentation submitted, provided it is submitted prior to the date of the billing. Should it be determined that the SPONSOR has been given credit for payment of ineligible items of work, the SPONSOR will be billed an amount to ensure that the SPONSOR share of PROJECT COSTS is covered.

The SPONSOR pledges sufficient funds to meet its obligations under this Contract.

4. With regard to audits and record-keeping:
 - a. The SPONSOR will establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this Contract (RECORDS). Separate accounts will be established and maintained for all costs incurred under this Contract.
 - b. The SPONSOR will maintain the RECORDS for at least six (6) years from the date of final payment made by MDOT under this Contract. In the event of a dispute with regard to allowable expenses or any other issue under this Contract, the SPONSOR will thereafter continue to maintain the RECORDS at least until that dispute has

been finally decided and the time for all available challenges or appeals of that decision has expired.

- c. MDOT or its representative may inspect, copy, scan, or audit the RECORDS at any reasonable time after giving reasonable notice.
 - d. If any part of the work is subcontracted, the SPONSOR will assure compliance with subsections (a), (b), and (c) above for all subcontracted work.
5. Provide and will require its subcontractors to provide access by MDOT or its representatives to all technical data, accounting records, reports, and documents pertaining to this Contract. Copies of technical data, reports, and other documents will be provided by the SPONSOR or its subcontractors to MDOT upon request. The SPONSOR agrees to permit representatives of MDOT to inspect the progress of all PROJECT work at any reasonable time. Such inspections are for the exclusive use of MDOT and are not intended to relieve or negate any of the SPONSOR's obligations and duties contained in this Contract. All technical data, reports, and documents will be maintained for a period of six (6) years from the date of final payment.
6. In the performance of the PROJECT herein enumerated, by itself, by a subcontractor, or by anyone acting on its behalf, comply with any and all applicable state, federal, and local statutes, ordinances, and regulations. The SPONSOR further agrees to obtain all permits that are applicable to the entry into and the performance of this Contract.

The SPONSOR agrees to comply with the General Conditions and Special Conditions set forth in Appendix F, the FAA Assurances, and the FAA Advisory Circulars, attached hereto and made part hereof.

In addition, the SPONSOR agrees to accomplish the PROJECT in compliance with all applicable FAA Sponsor Certifications.

7. The SPONSOR agrees that the costs reported to MDOT for this Contract will represent only those items that are properly chargeable in accordance with this Contract. The SPONSOR also certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

MDOT WILL:

- 8. Bill the SPONSOR for the SPONSOR's share of the estimated PROJECT COST.
- 9. Upon receipt of payment requests approved by the SPONSOR, make payment for eligible PROJECT COSTS. MDOT will seek reimbursement from the FAA through the block grant issued to MDOT for funds expended on eligible PROJECT COSTS.

MDOT will not make payment for any PROJECT work prior to receipt of payment from the SPONSOR for the SPONSOR's share of that item of PROJECT work.

10. Make final accounting to the SPONSOR upon completion of the PROJECT, payment of all PROJECT COSTS, and completion of necessary audits. Any excesses or deficiencies will be returned or billed to the SPONSOR.

IT IS FURTHER AGREED THAT:

11. The PROJECT COST participation is estimated to be as shown below and as shown in the attached Exhibit 1. The PROJECT COST participation shown in Exhibit 1 is to be considered an estimate. The actual MDOT, FAA, and SPONSOR shares of the PROJECT COST will be determined at the time of financial closure of the FAA grant.

Federal Share	\$285,513
Maximum MDOT Share	\$15,862
SPONSOR Share	<u>\$15,862</u>
<i>Estimated</i> PROJECT COST	\$317,237

12. The PROJECT COST may be met in part with federal funds granted to MDOT by the FAA through the block grant program and in part with MDOT funds. Upon final settlement of the costs, the federal funds will be applied to the federally-funded parts of this Contract at a rate not to exceed ninety-five percent (95%) up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13. Those parts beyond the federal funding maximum may be eligible for state funds at a rate not to exceed ninety percent (90%) up to and not to exceed the maximum MDOT obligation shown in Section 11.

For portions of the PROJECT for which only MDOT and SPONSOR funds will be applied to the final settlement, MDOT funds will be at a rate not to exceed ninety percent (90%), and the total MDOT funds applied toward the PROJECT COST may be up to but will not exceed the maximum MDOT obligation shown in Section 11 or the revised maximum MDOT obligation set forth in a budget letter, as set forth in Section 13. Any items of PROJECT COST not funded by FAA or MDOT funds will be the sole responsibility of the SPONSOR.

Alternatively, the PROJECT COST may be met in whole with federal funds granted to MDOT by the FAA through the block grant program. Upon final settlement of the costs, the federal funds will be applied to one hundred percent (100%) of the PROJECT COSTS up to and not to exceed the maximum federal obligation shown in Section 11 or the revised maximum federal obligation set forth in a budget letter, as set forth in Section 13.

MDOT funds in this Contract made available through legislative appropriation are based on projected revenue estimates. MDOT may reduce the amount of this Contract if the revenue actually received is insufficient to support the appropriation under which this Contract is made.

13. The PROJECT COST shown in Section 11 is the maximum obligation of MDOT and federal funds under this Contract. The maximum obligation of MDOT and federal funds may be adjusted to an amount less than the maximums shown in Section 11 through a budget letter issued by MDOT. A budget letter will be used when updated cost estimates for the PROJECT reflect a change in the amount of funds needed to fund all PROJECT COSTS. The budget letter will be signed by the Manager of the Airport Development Section of the Office of Aeronautics.

A budget letter will also be used to add or delete work items from the PROJECT description, provided that the costs do not exceed the maximum obligations shown in Section 11. If the total amount of the PROJECT COST exceeds the maximum obligations shown in Section 11, the PROJECT scope will have to be reduced or a written amendment to this Contract to provide additional funds will have to be awarded by the parties before the work is started.

14. In the event it is determined by MDOT that there will be either insufficient funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, MDOT, prior to advertising or authorizing work performance, may cancel the PROJECT or any portion thereof by giving written notice to the SPONSOR. In the event this occurs, this Contract will be void and of no effect with respect to the canceled portion of the PROJECT. Any SPONSOR deposits on the canceled portion less PROJECT COSTS incurred on the canceled portions will be refunded following receipt of a letter from the SPONSOR requesting that excess funds be returned or at the time of financial closure, whichever comes first.
15. In the event that an audit performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the SPONSOR a Notice of Audit Results and a copy of the audit report, which may supplement or modify any tentative findings verbally communicated to the SPONSOR at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the SPONSOR will (a) respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense, and (c) submit to MDOT a written explanation as to any questioned or no opinion expressed item of expense (RESPONSE). The RESPONSE will be clearly stated and will provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the SPONSOR may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract. The SPONSOR agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to finally disallow any items of questioned or no opinion expressed cost.

MDOT will make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If MDOT determines that an overpayment has been made to the SPONSOR, the SPONSOR will repay that amount to MDOT or reach agreement with MDOT on a repayment schedule within thirty (30) days after the date of an invoice from MDOT. If the SPONSOR fails to repay the overpayment or reach agreement with MDOT on a repayment schedule within the thirty (30) day period, the SPONSOR agrees that MDOT will deduct all or a portion of the overpayment from any funds then or thereafter payable by MDOT to the SPONSOR under this Contract or any other agreement or payable to the SPONSOR under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by MDOT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The SPONSOR expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest MDOT's decision only as to any item of expense the disallowance of which was disputed by the SPONSOR in a timely filed RESPONSE.

16. Failure on the part of the SPONSOR to comply with any of the conditions of this Contract may be considered cause for placing the SPONSOR in a state of noncompliance, thereby making the SPONSOR ineligible for future federal and/or state funds until such time as the noncompliance issues are resolved. In addition, this failure may constitute grounds for cancellation of the PROJECT and/or repayment of all grant amounts on a pro rata basis, if the PROJECT has begun. In this section, pro rata means proration of the cost of the PROJECT over twenty (20) years if the PROJECT has not yet begun.
17. Any approvals, acceptances, reviews, and/or inspections of any nature by MDOT will not be construed as warranties or assumptions of liability on the part of MDOT. It is expressly understood and agreed that any such approvals, acceptances, reviews, and/or inspections are for the sole and exclusive purposes of MDOT, which is acting in a governmental capacity under this Contract, and that such approvals, acceptances, reviews, and/or inspections are a governmental function incidental to the PROJECT under this Contract.

Any approvals, acceptances, reviews, and/or inspections by MDOT will not relieve the SPONSOR of its obligations hereunder, nor are such approvals, acceptances, reviews, and/or inspections by MDOT to be construed as warranties as to the propriety of the SPONSOR's performance but are undertaken for the sole use and information of MDOT.

18. With regard to nondiscrimination and Disadvantaged Business Enterprise (DBE) requirements:
 - a. In connection with the performance of PROJECT work under this Contract, the SPONSOR (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in

State Contracts,” as set forth in Appendix A, dated June 2011, attached hereto and made a part hereof. The SPONSOR (hereinafter in Appendix B referred to as the “contractor”) further agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 USC Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued pursuant to said Act, including Appendix B, attached hereto and made a part hereof. These provisions will be included in all subcontracts relating to this Contract.

- b. The SPONSOR will carry out the applicable requirements of MDOT’s DBE program and 49 CFR Part 26, including, but not limited to, those requirements set forth in Appendix C, dated October 1, 2005, attached hereto and made a part hereof.
19. The SPONSOR agrees to require all prime contractors to pay each subcontractor for the satisfactory completion of work associated with the subcontract no later than ten (10) calendar days from the receipt of each payment the prime contractor receives from MDOT or the SPONSOR. The prime contractor also is required to return retainage payments to each subcontractor within ten (10) calendar days after the subcontractor’s work is satisfactorily completed. Any delay or postponement of payment from these time frames may occur only upon receipt of written approval from MDOT. These requirements are also applicable to all sub-tier subcontractors and will be made a part of all subcontract agreements.

This prompt payment provision is a requirement of 49 CFR, Part 26, as amended, and does not confer third-party beneficiary right or other direct right to a subcontractor against MDOT. This provision applies to both DBE and non-DBE subcontractors.

The SPONSOR further agrees that it will comply with 49 CFR, Part 26, as amended, and will report any and all DBE subcontractor payments to MDOT with each invoice in the format set forth in Appendix G, dated September 2015, attached hereto and made a part hereof, or any other format acceptable to MDOT.
20. In accordance with 1980 PA 278, MCL 423.321 *et seq.*, the SPONSOR, in the performance of this Contract, will not enter into a contract with a subcontractor, manufacturer, or supplier listed in the register maintained by the United States Department of Labor of employers who have been found in contempt of court by a federal court of appeals on not less than three (3) separate occasions involving different violations during the preceding seven (7) years for failure to correct an unfair labor practice, as prohibited by Section 8 of Chapter 372 of the National Labor Relations Act, 29 USC 158. MDOT may void this Contract if the name of the SPONSOR or the name of a subcontractor, manufacturer, or supplier utilized by the SPONSOR in the performance of this Contract subsequently appears in the register during the performance period of this Contract.
21. With regard to claims based on goods or services that were used to meet the SPONSOR’s obligation to MDOT under this Contract, the SPONSOR hereby irrevocably assigns its right to pursue any claims for relief or causes of action for damages sustained by the State

of Michigan or MDOT due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT.

The SPONSOR shall require any subcontractors to irrevocably assign their rights to pursue any claims for relief or causes of action for damages sustained by the State of Michigan or MDOT with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract due to any violation of 15 USC, Sections 1 - 15, and/or 1984 PA 274, MCL 445.771 - 445.788, excluding Section 4a, to the State of Michigan or MDOT as a third-party beneficiary.

The SPONSOR shall notify MDOT if it becomes aware that an antitrust violation with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract may have occurred or is threatened to occur. The SPONSOR shall also notify MDOT if it becomes aware of any person's intent to commence, or of commencement of, an antitrust action with regard to claims based on goods or services that were used to meet the SPONSOR's obligation to MDOT under this Contract.

22. In any instance of dispute and/or litigation concerning the PROJECT, the resolution thereof will be the sole responsibility of the party/parties to the contract that is/are the subject of the controversy. It is understood and agreed that any legal representation of the SPONSOR in any dispute and/or litigation will be the financial responsibility of the SPONSOR.
23. MDOT and the FAA will not be subject to any obligations or liabilities by contractors of the SPONSOR or their subcontractors or any other person not a party to this Contract without its specific consent and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.
24. Each party to this Contract will remain responsible for any claims arising out of that party's performance of this Contract, as provided by this Contract or by law.

This Contract is not intended to increase or decrease either party's liability for or immunity from tort claims.

This Contract is not intended to give, nor will it be interpreted as giving, either party a right of indemnification, either by Contract or at law, for claims arising out of the performance of this Contract.

25. This Contract will be in effect from the date of award (the date of the final signature) through twenty (20) years.
26. In case of any discrepancies between the body of this Contract and any exhibit hereto, the body of the Contract will govern.

27. This Contract will become binding on the parties and of full force and effect upon signing by the duly authorized representatives of the SPONSOR and MDOT and upon adoption of a resolution approving said Contract and authorizing the signature(s) thereto of the respective representative(s) of the SPONSOR, a certified copy of which resolution will be sent to MDOT with this Contract, as applicable.

WEST MICHIGAN AIRPORT AUTHORITY

By: _____
Authorized Signer

MICHIGAN DEPARTMENT OF TRANSPORTATION

By: _____
Title: Department Director

The logo for the Michigan Department of Transportation (MDOT) is displayed in the background. It features a green outline of the state of Michigan on the left, followed by the letters "MDOT" in a large, blue, serif font. Below "MDOT", the words "Michigan Department of Transportation" are written in a smaller, green, sans-serif font.

EXHIBIT 1

WEST MICHIGAN REGIONAL AIRPORT HOLLAND, MICHIGAN

Project No. B-26-0045-4424
Job No. 220252 CON

AIP

April 30, 2024

	MDOT Coding	Federal	State	Local	Total
PLANNING		\$0	\$0	\$0	\$0
DESIGN		\$0	\$0	\$0	\$0
CONSTRUCTION		\$285,513	\$15,862	\$15,862	\$317,237
Install Taxiway Lighting-North Hangar Park	220252 Construction 90% Federal	\$148,339	\$8,241	\$8,241	\$164,821
Construct Taxilane - North Hangar Park	220252 CA Fee 90% Federal	\$135,223	\$7,512	\$7,513	\$150,248
IFE	220252 90% Federal	\$1,951	\$109	\$108	\$2,168
TOTAL PROJECT BUDGET		\$285,513	\$15,862	\$15,862	\$317,237

Percentage: 90.00% 5.00% 5.00%

Federal Billing Breakdown Job 220252

Bill 1	\$262,858	NPE 3-26-SBGP-14423 Awarded 8/4/2023	22 & 23 NPEs
Bill 2	\$22,655	NPE 3-26-SBGP-16524 Awarded 8/22/2024	*2024 NPE's

Bid Information: 02/11/24 Local let

Period of Performance End Date: TBD

MAC Approval: 5/22/2024

ATTACHMENT X
REQUIRED FOR ALL PROJECTS
Notification of Required Federal Program Information to
Sub-recipients for Federal Funding

1. Does this project receive Federal funds? Yes
2. Recipient's Name: WEST MICHIGAN AIRPORT AUTHORITY
3. Recipient's DUNS Number: 06-549-4016
4. Amount of Federal funds: \$285,513
5. Federal Grant Number(s): SBGP 14423; SBGP 16524
6. Grant Award Date(s): 8/4/23; 8/22/24
7. MDOT Project Number: B-26-0045-4424
8. Project Description: See Project Description on page one (1) of this contract.
9. CFDA Number, Federal Agency, Program Title: CFDA 20.106
Federal Aviation Administration
Airport Improvement Program
10. Federal Award Identification Number (FAIN): 3-26-SBGP-144-2023; 3-26-SBGP-165-2024
11. Federal Award Date: 8/4/23; 8/22/24
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: TBD
14. Amount of Federal Funds obligated by this action: \$285,513
15. Total amount of Federal Funds obligated: \$285,513
16. Total amount of the Federal award: \$285,513
17. Budget Approved Cost sharing or matching, where applicable: N/A
18. Name of Federal awarding agency and contact information for awarding official:

Director Bradley C. Wieferich, P.E., Michigan Department of Transportation
425 West Ottawa Street, Lansing, MI 48909
19. Is this a Research and Development award? No
20. Indirect cost rate for the Federal award (if applicable): N/A

ATTACHMENT 6

SUPPLEMENTAL PROVISIONS FOR CONTRACTS INVOLVING CONSTRUCTION WORK AT ALL CLASSIFICATIONS OF AIRPORTS WITH BID OPENINGS HANDLED BY THE SPONSOR

1. The “PROJECT COST” is defined as the cost of all work necessary to complete the items identified in the body of this Contract as the PROJECT, including the costs of preliminary engineering, design engineering, construction engineering and supervision, architectural work, surveying, environmental studies and reports, airport layout plan updates relating to the PROJECT, and advertising for and receiving bids.
2. The SPONSOR will select a consultant to perform each element of the PROJECT that requires expertise. All consultant contracts will be between the SPONSOR and the consultant. Consultant contracts will be submitted to the DEPARTMENT for review and approval. Any such approvals will not be construed as a warranty of the consultant's qualifications, professional standing, ability to perform the work being contracted, or financial integrity. The SPONSOR will not execute a consultant contract nor authorize the consultant to proceed prior to receiving written approval of the contract from the DEPARTMENT. Any change to the consultant contract will require prior written approval from the DEPARTMENT. In the event the consultant contract is terminated, the DEPARTMENT will be given immediate written notice by the SPONSOR.
3. The SPONSOR is responsible for obtaining bids for the PROJECT work and will make a recommendation to the DEPARTMENT to award a contract. The recommendation to award a contract will include a summary of all bids received. If the SPONSOR recommends awarding a contract to other than the lowest bidder, a written explanation detailing the SPONSOR’s rationale will be provided.
4. The SPONSOR will have the contract between the SPONSOR and the successful contractor approved by the DEPARTMENT prior to executing said contract.
5. Payment of all PROJECT COSTS will be made by the DEPARTMENT upon receipt of an invoice from the SPONSOR. The vendor’s invoice must be for eligible PROJECT work and signed and dated noting the SPONSOR’s approval.
6. Any changes to the PROJECT plans and specifications made after receipt of bids will require prior written approval from the DEPARTMENT and the FAA, if applicable. The SPONSOR or its representative may request such changes by initiating a contract modification to the construction contract in accordance with the “General Provisions for Construction of Airports” and the DEPARTMENT’s “Project Engineer’s Manual” for airport construction. Any contract modifications determined to be significant by the DEPARTMENT will require a prior written amendment to this Contract.

In the event that during the course of PROJECT construction it becomes necessary to exceed estimated quantities of materials or labor, and it is not reasonable to obtain prior consent from the DEPARTMENT without interrupting an ongoing construction activity, the SPONSOR's on-site supervisor may approve such overruns and the DEPARTMENT may share in the costs of such overruns only if all of the following conditions are met:

- a. The construction, including such overruns, remains in conformity with the PROJECT plans and specifications as revised.
 - b. Such overruns do not exceed ten percent (10%) of that category within the PROJECT plans and specifications as revised.
 - c. The SPONSOR or its representative immediately notifies the DEPARTMENT of such overruns and the estimated cost thereof.
 - d. Such on-site approval is necessary for continuity in construction, and obtaining approval prior to proceeding would cause a material interruption in the PROJECT that would result in a significant increase in costs.
7. Any work or material that is determined by the DEPARTMENT not to be in conformity with the plans, specifications, and contract documents will be ineligible for reimbursement with federal and state participating funds or will be subject to a price adjustment approved by the DEPARTMENT and the FAA, if applicable.
 8. Upon completion of the work in each construction contract and acceptance thereof by the SPONSOR, the SPONSOR or its designated representative will give immediate written notice to the DEPARTMENT.
 9. The SPONSOR will operate and maintain in a safe and serviceable condition the airport and all facilities thereon and connected therewith that are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the State of Michigan, for a period of twenty (20) years from the effective date of this Contract and will not permit any activity thereon that would interfere with its use for airport purposes, provided, however, that nothing herein will be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility that is substantially damaged or destroyed due to any act of God or other condition or circumstance beyond the control of the SPONSOR.

The airport will be maintained in full operating condition on a year-round basis, in accordance with the general utility licensing requirements set forth by the Michigan Aeronautics Commission in its rules and regulations. During this period, the airport will not be abandoned or permanently closed without the express written permission of the DEPARTMENT.

10. Should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide to the DEPARTMENT a prior written notice of such intent giving the DEPARTMENT, for a period of one hundred eighty (180) days after receipt of such notice, a first right to purchase at fair market value the airport and all facilities thereon. Fair market value will be determined by an independent appraisal of such properties.

The notice of intent and first right to purchase will be provided via registered or certified mail, return receipt, postage prepaid, addressed to the Executive Administrator of the Office of Aeronautics, Michigan Department of Transportation.

11. In accordance with the DEPARTMENT's administrative guidelines regarding airspace requirements for state-funded airports, the SPONSOR will either acquire and retain easements or other interests in or rights for the use of land or airspace or adopt and enforce zoning regulations to prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the airport's approach area.
12. For a period of twenty (20) years, the SPONSOR will make the airport available as an airport for public use for all types, kinds, and classes of aeronautical use on fair and reasonable terms and without unjust discrimination. Rates charged to aeronautical users will be determined based on the cost to the SPONSOR of providing the facility. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in an approved non-aeronautical activity, the SPONSOR will charge fair market value for the right to conduct such activity. During this period, all revenues generated by the airport for aeronautical and non-aeronautical activities will be expended for the capital or operating costs of the airport, the local airport system, or other local facilities that are owned or operated by the SPONSOR and that are directly and substantially related to the actual air transportation of passengers or property.
13. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the airport, the SPONSOR will insert and enforce provisions requiring the contractor to:
 - a. Furnish said services on a fair, reasonable, and not unjustly discriminatory basis to all users thereof; and
 - b. Charge fair, reasonable, and not unjustly discriminatory prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

14. If PROJECT COSTS are related to a fuel facility, the SPONSOR will assure that aviation fuel will be available at the airport on a year-round basis for a period of not less than ten (10) years from the effective date of this Contract.

The SPONSOR will obtain from the installer and provide to the DEPARTMENT a certification that the tank(s) were installed in accordance with federal and state requirements.

APPENDIX A

PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, 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. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not 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 a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

Appendix B

(Aeronautics)

CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21 CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. Compliance with Regulations. The contractor will comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter “DOT”) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The contractor will provide all information and reports required by the Regulations or directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the sponsor of the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the contractor’s noncompliance with the nondiscrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
- 6. Incorporation of Provisions. The contractor will include the provisions of paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directive issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX C
Assurances that Recipients and Contractors Must Make
(Excerpts from US DOT Regulation 49 CFR § 26.13)

- A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

- B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanction;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

APPENDIX F

GENERAL CONDITIONS

(Any Reference to FAA includes MDOT where applicable.)

1. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA/MDOT has determined to be ineligible or unallowable.
2. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
3. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
4. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
5. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this subgrant agreement.
6. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this subgrant. If the Sponsor fails to comply with this requirement, the FAA/MDOT may suspend, cancel, or terminate this subgrant.
7. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
8. **Buy American.** Unless otherwise approved in advance by the FAA/MDOT, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this subgrant. The Sponsor will include a provision implementing Buy American in every contract.

APPENDIX F

9. Suspension or Debarment.

The State must:

- A. Immediately disclose to the FAA whenever the State:
 - 1. Learns a sub-recipient has entered into a covered transaction with an ineligible entity;
 - 2. Suspends or debars a contractor, person or entity.

The Subgrantee must:

- B. When entering into “covered transactions”, as defined by 2 CFR 180.200:
 - 1. Verify the non-federal entity is eligible to participate in this Federal program by:
 - a. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if non-federal entity is excluded or disqualified; or
 - b. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 - c. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
 - 2. Require prime contractors to comply with 2 CFR 180.330 when entering into lower-Tier transactions (e.g. Sub-contracts).

10. Ban on Texting When Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - i. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - ii. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - 1. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - 2. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts.

APPENDIX F

11. Trafficking in Persons.

- a. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or sub-agreements under the agreement.
- b. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA/MDOT to unilaterally terminate this agreement, without penalty, if a private entity –
 - i. Is determined to have violated the Prohibitions; or
 - ii. Has an employee who the FAA/MDOT determines has violated the Prohibitions through conduct that is either—
 - 1. Associated with performance under this agreement; or
 - 2. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

12. Exhibit A Included with Grant Application. The Exhibit “A” updated on the date shown on the Exhibit A, submitted with the project application, is made a part of this grant agreement.

13. Co-Sponsor.

The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

14. Audits for Public Sponsors.

A subgrantee expending \$750,000 or more of Federal awards in a fiscal year must conduct a single or program specific audit in accordance with 2 CFR part 200 part 200.

APPENDIX F

15. System for Award Management (SAM) Registration and Universal Identifier.

A. Requirement for System for Award Management (SAM): Unless the subgrantee is exempted from this requirement under 2 CFR 25.110, the subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Requirement for Data Universal Numbering System (DUNS) Numbers:

1. The State must notify a potential subrecipient that it cannot receive a subgrant unless it has provided its DUNS number to the State.
2. The State may not make a subgrant to a subrecipient unless the subrecipient has provided its DUNS number to the State.
3. Data Universal Numbering System: DUNS number means the nine-digit number Established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (866-606-8220) or on the web at <http://fedgov.dnb.com/webform>).

16. Employee Protection from Reprisal.

A. Prohibition of Reprisals-

1. In accordance with 41U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or vii. A Federal or State regulatory enforcement agency.

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- B. Submission of Complaint- A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
- C. Time Limitation for Submittal of a Complaint- A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
- D. Required Actions of the Inspector General- Actions, limitations and exceptions of the Inspector General's office are established under 41U.S.C. § 4712(b).
- E. Assumption of Rights to Civil Remedy- Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41U.S.C. § 4712(c).

17. Land Acquisition.

- A. "The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the State that it has recorded the grant agreement, including the grant assurances, in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land."

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	<u>ARFF and SRE EQUIPMENT AND VEHICLES:</u> The Sponsor agrees that it will: 1) house and maintain the equipment in a state of operational readiness on and for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle and equipment; 3) restrict the vehicle to on-airport use only; 4) restrict the vehicle to the use for which it was intended; and 5) amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment. (Applicable only for Part 139 Airports).
Airport	Equipment Replacement such as ARFF and SRE	<u>EQUIPMENT OR VEHICLE REPLACEMENT:</u> The Sponsor agrees that because the Fair Market Value is \$5,000 or more and the equipment/vehicle will not be retained by the Sponsor for airport purposes (or donated to another eligible/justified Sponsor), the Sponsor will use the Fair Market Value of equipment being replaced by this project to reduce the total project costs.
Airport	ARFF Equipment - Off-Airport Storage	<u>OFF-AIRPORT STORAGE OF ARFF VEHICLE:</u> The Sponsor agrees that it will: 1) house and maintain the vehicle in a state of operational readiness for the airport; 2) provide the necessary staffing and training to maintain and operate the vehicle; 3) restrict the vehicle to airport use only; 4) amend the Airport Emergency Plan to reflect the acquisition of the vehicle ; 5) within 60 days, execute an agreement with local government including the above provisions and a provision that violation of agreement could require repayment of subgrant funding; and 6) submit a copy of the executed agreement to the FAA.
Airport	AWOS	<u>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS):</u> The Sponsor agrees that it will: 1) within 60 calendar days of subgrant acceptance, establish a Memorandum of Agreement (MOA) with the FAA; 2) develop an Operations Maintenance Manual to more specifically describe the operational, maintenance, and documentation

¹ Sponsor types include Airport Sponsor (Public and Private), Airport Sponsor (Private Only), Noise, and State or Local Government

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>requirements for the AWOS;</p> <p>3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and</p> <p>4) provide for the installation, commissioning, continuous operation, and maintenance of any Non-Federal AWOS funded under this grant for the useful life of the equipment.</p> <p>The Sponsor further understands that the FAA will not take over the ownership, operation, or maintenance of any Sponsor-acquired equipment.</p>
Airport	ALP & AIP Funded Construction	AIRPORT LAYOUT PLAN: The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project.
Airport	Lighting - Operation and Maintenance	LIGHTING: The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
Airport	Temporary NAVAIDS	TEMPORARY NAVAIDS: The Sponsor agrees that this equipment is being acquired for temporary use to minimize disruptions to the airport during construction. The Sponsor further agrees that upon construction completion of this project or at the point when this equipment is no longer needed for its intended use (but no later than the construction completion of the project), that the Sponsor will house this equipment in an interior enclosure. The Sponsor further agrees to make this equipment available, without cost, to be transferred to another airport or as directed by the FAA.
Airport	Construction on land not yet acquired/ Good Title	NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED: The Sponsor understands and agrees that the FAA authorization for the Sponsor to issue a notice to proceed with construction work will not be given until the Sponsor has adequately certified that good title will be acquired on the land on which construction is to be performed.
Airport	Construction on land not yet acquired/ Good Title	TITLE EVIDENCE: The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving Parcel(s) N/A until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	DBE Plan	<u>DBE PLAN:</u> The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this subgrant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.
Airport	Environmental (Required for All Projects)	<p><u>ENVIRONMENTAL:</u> The environmental approval for this project was issued on the date/s shown in Aeronautics' Michigan Department of Transportation's computer program AeroPM. This project includes the following mitigation measures:</p> <p>Please refer directly to CATEX and all additional environmental documentation for impact considerations and mitigation measures.</p> <p>The Sponsor understands and agrees to complete the above-listed mitigation measures to standards satisfactory to the FAA. It is further mutually agreed that the reasonable cost of completing these mitigation measures is an allowable cost within the scope of this project.</p>
Airport	EMAS	<p><u>EMAS BLOCK PRE-PURCHASE:</u> The Sponsor understands that it may request reimbursement for payment made by the Sponsor to the EMAS manufacturer for up to 90% of the cost of EMAS block manufacturing costs of EMAS blocks that remain in the manufacturer's care, custody and control provided that the Sponsor has provided a certification to the FAA as to quantity and condition of the EMAS blocks.</p> <p>The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.</p>
Airport	Equipment	<u>EQUIPMENT ACQUISITION:</u> The Sponsor understands and agrees that any equipment acquired through this subgrant is considered a <i>facility</i> as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.
Airport	Equipment - Friction Measuring Device	<u>FRICTION MEASURING DEVICES:</u> The Sponsor agrees that it will properly calibrate, operate, and maintain the friction measuring equipment. The friction measuring equipment and tow vehicle (if applicable) must not be used for any other purpose other than for conducting friction measuring tests on airport pavement surfaces and directly related activities.

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Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS - ILS Note that in general, Category I ILS are no longer being installed. Instead, RNAV approaches provide equivalent approach minima. Installation of a new ILS must follow the ILS policy and must have APP-1 approval.	<u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</u> The Sponsor agrees that it will: 1) Prior to commissioning, assure the equipment meets the FAA's standards; and 2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	Fence - Wildlife	<u>WILDLIFE FENCE:</u> The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of the subgrant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any purpose.
Airport	Land - Revise Exhibit "A" Property Map	<u>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:</u> The Sponsor understands and agrees to update the Exhibit "A" Property Map to standards satisfactory to the FAA and submit it in final form to the FAA. It is further mutually agreed that the reasonable cost of developing said Exhibit "A" Property Map is an allowable cost within the scope of this project.
Airport	Land acquisition -Future Land	<u>FUTURE DEVELOPMENT LAND:</u> The Sponsor agrees to perform the airport development which requires this land acquisition within 10 years of this subgrant agreement, and further agrees not to dispose of the land by sale or lease without prior consent and approval of the FAA. In the event the land is not used within 10 years for the purpose for which it was acquired, the Sponsor will refund the Federal and State share of acquisition cost or the current fair market value of the land, whichever is greater.
Airport	Master Plan - Coordination	<u>COORDINATION:</u> The Sponsor agrees to coordinate this master planning study with the metropolitan planning organizations, other local planning agencies, and with the State Airport System Plan prepared by the State's Department of Transportation and consider any pertinent information, data, projections, and forecasts which are currently available or as will become available. The Sponsor agrees to consider any State Clearinghouse comments and to furnish a copy of the final report to the State's Department of Transportation.

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Sponsor Type ¹	Type of Project	Special Conditions
Airport	NAVAIDS -Operations and maintenance	<u>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</u> The Sponsor agrees that it will: 1) Provide for the continuous operation and maintenance of any navigational aid funded under this subgrant agreement during the useful life of the equipment; 2) Prior to commissioning, assure the equipment meets the FAA's standards; and 3) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.
Airport	New or Replacement Airport	<u>SITE SELECTION:</u> The Sponsor understands and agrees that the Project cannot proceed beyond the site selection study until the Sponsor has received formal approval from the FAA to proceed.
Airport	Non-AIP Utility Proration (Refer to AIP Handbook –Ch. 3, Sec. 11, Par. 3-98)	<u>UTILITIES PRORATION:</u> For purposes of computing the United States' share of the allowable project costs, the allowable cost of the utilities specified in the Engineering Plans and Proposal included in the project must not exceed costs agreed upon in the Plans, Proposal, and Contract Changes and then calculated in total as a percent.
Airport	Utility Relocation	<u>UTILITY RELOCATION IN PROJECT:</u> The Sponsor understands and agrees that: 1) the United States will not participate in the cost of any utility relocation unless and until the Sponsor has submitted evidence satisfactory to the FAA that the Sponsor is legally responsible for payment of such costs; 2) FAA participation is limited to those utilities located on-airport or off-airport only where the Sponsor has an easement for the utility; and 3) the utilities exclusively serve the Airport;
Airport	Obstruction Removal	<u>OBSTRUCTION REMOVAL:</u> The Sponsor agrees to clear Parcel(s) as identified on the Engineering Plans, Proposal, and Contract Changes, as shown on Exhibit "A" Property Map, of the following obstructions: Obstructions as identified and called out on the Engineer Plans, as identified in the field, and as directed by the Engineer and then documented in the As-Built Plans at construction completion prior to final payment under the project. The Sponsor also agrees that it will not erect, nor permit the erection of any permanent structures or obstructions on the airport except those required for aids to air navigation or those which have been specifically approved by the FAA.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	Pavement	<p><u>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</u> The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Subgrant Assurance Pavement Preventive Management. The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with federal financial assistance at the airport. The Sponsor further agrees that the program will</p> <ol style="list-style-type: none"> 1. follow FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair; 2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed; 3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements: <ol style="list-style-type: none"> a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail: <ol style="list-style-type: none"> 1) location of all runways, taxiways, and aprons; 2) dimensions; 3) type of pavement, and; 4) year of construction or most recent major rehabilitation. b. Inspection Schedule. <ol style="list-style-type: none"> 1) Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years. 2) Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded. 4. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<ul style="list-style-type: none"> a. inspection date; b. location; c. distress types; and d. maintenance scheduled or performed. <p>Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.</p>
Airport	Pavement Exceeding \$500,000	<p><u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u></p> <p>The Sponsor agrees to:</p> <ul style="list-style-type: none"> a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal and State specifications. The program must include as a minimum: <ul style="list-style-type: none"> (1) The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract. (2) Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided. (3) Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077). (4) Qualifications of engineering supervision and construction inspection personnel. (5) A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test. (6) Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
		<p>b. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.</p> <p>c. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the subgrant agreement.</p> <p>d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce subgrant payments accordingly if such independent tests determine that sponsor test results are inaccurate.</p>
Airport	Pavement maintenance	<p><u>MAINTENANCE PROJECT LIFE:</u> The Sponsor agrees that pavement maintenance is limited to those aircraft pavements that are in sufficiently sound condition that they do not warrant more extensive work, such as reconstruction or overlays in the immediate or near future. The Sponsor further agrees that AIP funding for the pavements maintained under this project will not be requested for more substantial type rehabilitation (more substantial than periodic maintenance) for a 5-year period following the completion of this project unless the FAA determines that the rehabilitation or reconstruction is required for safety reasons.</p>
Airport	RPZ Acquisition	<p><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to prevent the erection or creation of any structure, place of public assembly, or other use in the runway protection zone, as depicted on the Exhibit "A": Property Map, except for NAVAIDS that are fixed by their functional purposes or any other structure permitted by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.</p>

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Note: Any reference to FAA includes MDOT, where applicable.

Sponsor Type ¹	Type of Project	Special Conditions
Airport	RPZ Acquisition	<u>PROTECTION OF RUNWAY PROTECTION ZONE:</u> The Sponsor agrees to take any and all steps necessary to ensure that the owner of the land within the designated Runway Protection Zone will not build any structure in the Runway Protection Zone that is an airport hazard or which might create glare or misleading lights or lead to the construction of residences, fuel handling and storage facilities, smoke generating activities, or places of public assembly, such as churches, schools, office buildings, shopping centers, and stadiums.
Airport	RPZ Future Acquisition (This special condition should be used if any of the following items are part of the grant: 1) An airfield project that impacts the runway threshold, 2) A change in the design critical aircraft that increases the RPZ dimensions, or 3) A new or revised instrument approach procedure that increases the RPZ dimensions).	<u>ACQUISITION OF THE RUNWAY PROTECTION ZONE:</u> Future Interest in the Runway Protection Zone: The Sponsor agrees that it will acquire the Fee Title or Easement as called out by legal description in signed, applicable agreements separate from this one, as appropriate, in the Runway Protection Zones for runways that presently are not under its control within a reasonable number of years of this Subgrant Agreement. The Sponsor further agrees to prevent the erection or creation of any structure or place of public assembly in the Runway Protection Zone, except for NAVAIDS that are fixed by their functional purposes or any other structure approved by the FAA. The Sponsor further agrees that any existing structures or uses within the Runway Protection Zone will be cleared or discontinued by the Sponsor unless approved by the FAA.
Airport	VALE equipment	<u>LOW EMISSION SYSTEMS:</u> The Sponsor agrees that vehicles and equipment included in this subgrant: 1) will be maintained and used at the airport for which they were purchased ; 2) will not be transferred, relocated, or used at another airport without the advance consent of the FAA; 3) will be clearly labeled using the FAA-designed VALE program emblem; 4) will be replaced, at the Sponsor's own cost, any disabled or seriously damaged vehicle or equipment at any time during its useful life, with an equivalent vehicle or unit that produces an equal or lower level of emissions for the useful life of the vehicle or equipment, or life of Airport Emission Reduction Credits, whichever is longer. The Sponsor further agrees that it will maintain annual records on individual vehicles and equipment, project expenditures, cost effectiveness, and emission reductions.

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Sponsor Type ¹	Type of Project	Special Conditions
Airport	VALE Recharging System	<u>RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS:</u> The Sponsor understands that it is obligated to earn emissions credits from the state air quality agency on a yearly basis for the use of this recharging system and the use of electric ground support equipment at the airport. The Sponsor understands and agrees that the Sponsor may be obligated to repay to the FAA some or all of the federal share of the recharging project if Sponsor does not earn the emissions credits that the Sponsor estimated in the project application.
Airport or Noise	Building Allowable Costs (Prorate)	<u>BUILDING AIP PRORATION:</u> For purposes of computing the United States' share of the allowable project costs of the project, the allowable cost of the items called out in the Project Plans and Proposal, Contract Changes, Amendments, and agreed upon grant increases included in the project must not exceed costs agreed upon in the Exhibit 1 of this contract and any amendments to this contract calculated as a percent of the actual cost of the entire building.
Airport or Noise	Noise Land	<u>ACQUISITION OF NOISE LAND:</u> The Sponsor agrees that as part of the land acquisition in this project, it will prepare or update a Noise Land Inventory Map and Reuse Plan to standards satisfactory to the FAA and submit said documentation in final form to the FAA. It is further mutually agreed that the reasonable cost of developing or updating a Noise Land Inventory Map and Disposal Plan is an allowable cost within the scope of this project.
Airport or Noise	Noise - Annual Report	<u>ANNUAL NOISE REPORT:</u> As a condition of this Airport Improvement Program (AIP) subgrant, the Sponsor agrees to provide to the FAA, an annual report of funds expended and actions associated with this subgrant within 90 days following the end of each Federal fiscal year the subgrant remains open. The report must provide the following information: <ol style="list-style-type: none"> 1) Total noise subgrant funds expended during the fiscal year. 2) Amount of funds expended by Program Element(s) as identified in the Sponsor's Noise Compatibility Program (NCP). 3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor's NCP. 4) Total number of people impacted by the Sponsor's NCP (by DNL contour) and total number of people mitigated during the fiscal year by DNL contour and Program Element as identified in the Sponsor's NCP. 5) A graphic (map) depicting DNL contours and the location of mitigation action as defined by the Program Element(s) of the Sponsor's NCP, including a list by address for mitigation actions shown on the map.

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Sponsor Type ¹	Type of Project	Special Conditions
		<p>6) A written plan outlining actions being planned for the next year based on the Sponsor's priorities and the NCP.</p> <p>7) Other information as required by the FAA.</p>
All Sponsor Types	Plans and Specifications	PLANS AND SPECIFICATIONS PRIOR TO BIDDING: The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.
All Sponsor Types	Plans and Specification s Certification	<p>PLANS & SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION: The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:</p> <p>1)The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;</p> <p>2)The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;</p> <p>3) if the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.</p>
All Sponsor Types	Design-Only Subgrants	DESIGN SUBGRANT: This subgrant agreement is being issued in order to complete the design of the project. The Sponsor understands and agrees that within 2 years after the design is completed that the Sponsor will accept, subject to the availability of the amount of federal funding identified in the Airport Capital Improvement Plan (ACIP), a subgrant to complete the construction of the project in order to provide a useful and useable unit of work. The Sponsor also understands that if the FAA has provided federal funding to complete the design for the project, and the Sponsor has not completed the design within four (4) years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.
All Sponsor Types	Force account	FORCE ACCOUNT: The Sponsor agrees that proposals to accomplish construction or engineering with the Sponsor's own personnel must receive approval from the FAA prior to Sponsor incurring costs and that no reimbursement payments will be made on that portion of this subgrant until the Sponsor has received FAA approval for the force account information.

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Sponsor Type ¹	Type of Project	Special Conditions
All Sponsor Types	Land Acquisition - Revenue and Program Income	<u>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:</u> The Sponsor understands that all program income produced from real property purchased in part with Federal funds in this subgrant received while the subgrant is open will be deducted from the total cost of that project for determining the net costs on which the maximum United States' obligation will be based. The Sponsor further agrees that once the subgrant is closed, all net revenues produced from real property purchased in part with Federal funds in this subgrant must be used on the airport for airport planning, development, or operating expenses. This income may not be used for the Sponsor's matching share of any subgrant. The Sponsor's fiscal and accounting records must clearly identify actual sources and uses of these funds.
All Sponsor Types	Land acquisition - Relocation	<u>UNIFORM RELOCATION ACT:</u> The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
All Sponsor Types	Noise - mitigation	<u>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</u> The Sponsor understands and agrees that AIP funds may only be applied to noise insulate structures under 14 Code of Federal Regulations Part 150 one single time and that no structures in this subgrant have been previously noise insulated using AIP funds.
All Sponsor Types	Noise Mitigation – Private Land	<p><u>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</u> The Sponsor understands and agrees that no payment will be made under the terms of this Subgrant Agreement for work accomplished on privately owned land until the Sponsor submits the agreement with the owner of the property required by the Subgrant Assurance Number 5: Preserving Rights and Powers, and the FAA has determined that the agreement is satisfactory. As a minimum, the agreement with the private owner must contain the following provisions:</p> <ol style="list-style-type: none"> 1) The property owner must inspect and approve or disapprove the work on the project during and after completion of the measures as the FAA or Sponsor reasonably requests. 2) The property owner is responsible for maintenance and operation of the items installed, purchased, or constructed under this Subgrant Agreement. Neither the FAA nor the Sponsor bears any responsibility for the maintenance, operation, or replacement of these items.

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Sponsor Type ¹	Type of Project	Special Conditions
		<p>3) If the Sponsor transfers Federal funds for the noise compatibility measures to a private property owner or agent, the property owner must agree to keep records and make those records available to the FAA and the Sponsor about the amount of funds received and the disposition of the funds.</p> <p>4) The property owner's right to sue for adverse noise impacts will be abrogated if the property owner deliberately or willfully reduces the effectiveness of the noise compatibility measures during the useful life of such measures. This obligation will remain in effect throughout the useful life of the noise compatibility measures, but not to exceed 20 years from the date of the Sponsor's acceptance of federal aid for the project.</p>
All Sponsor Types	Non AIP work in project	<p><u>NON-AIP WORK IN APPLICATION:</u> The Sponsor understands and agrees that:</p> <p>1) the Project includes the planning and/or construction of any items specified in the Plans, Proposal, and Contract Changes that is not being funded with any Federal funding in this project;</p> <p>2) although the Sponsor has estimated a total project cost of Costs shown in the Attached Exhibit 1 of this Contract, the total allowable cost for purposes of determining federal participation will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes;</p> <p>3) it must maintain separate cost records for the AIP and non-AIP work;</p> <p>4) all cost records must be made available for inspection and audit by the FAA;</p> <p>5) the Sponsor understands that all non-AIP work is the sole responsibility of the Sponsor; and</p> <p>6) the amount of allowable cost that will be used for purposes of determining an increase in the maximum obligation of the United States will not exceed Costs agreed upon as specified in the Plans, Proposal, and Contract Changes, which is the total allowable cost for purposes of determining federal participation in 2) of this special condition.</p>
All Sponsor Types	Planning Scope of Work	<p><u>PRELIMINARY SCOPE OF WORK:</u> This Subgrant is made and accepted upon the basis of a preliminary scope of work. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the</p>

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Sponsor Type ¹	Type of Project	Special Conditions
		Sponsor will furnish a final scope of work to the FAA and that no work will commence, nor will there be any contract signed for accomplishment of such work, until the final scope of work has been approved by the FAA. The Sponsor and the FAA further agree that any reference to the scope of work made in the Subgrant Offer or in the project application is in respect to the final scope of work.
Airport - Non-primary	Fuel farms	FUELING SYSTEM – USE AND OPERATION REQUIREMENTS: This project includes the installation of a new aviation fuel system. All revenue generated by this fueling system must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances. The fueling system established under this subgrant, will be operated solely by the Sponsor and/or the Sponsor's employees. The Sponsor is further obligated to operate and maintain the fueling system for the 20-year subgrant expected life, including meeting all local, state, and federal regulations related to the fuel system.
Airport - Non-primary	Revenue Producing Project	REVENUE PRODUCING PROJECT: The Sponsor agrees and understands that the Sponsor has certified to the FAA that it has made adequate provisions for financing its airside needs. Further, the Sponsor agrees it will not seek AIP discretionary subgrant funds for the airside needs of the airport for the three fiscal years following the fiscal year in which this subgrant is issued. All revenue generated by this project must be used for the operation and maintenance of the Airport in accordance with the subgrant assurances.
Airport	Land Acquisition	LAND ACQUISITION: The Sponsor agrees that no payments will be made on the subgrant until the Sponsor has presented evidence to the FAA that it has recorded the subgrant agreement, including the subgrant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the subgrant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.

APPENDIX G

PRIME CONSULTANT STATEMENT OF DBE SUBCONSULTANT PAYMENTS

Information required in accordance with 49 CFR Section 26.37 to monitor progress of the prime consultant in meeting contractual obligations to DBEs

PRIME CONSULTANT NAME	DBE % REQUIRED	CONTRACT / AUTH NO.	BILLING PERIOD TO	INVOICE NUMBER	SUBMITTAL DATE		
IS THIS PRIME FIRM MDOT-DBE CERTIFIED? <input type="checkbox"/> YES <input type="checkbox"/> NO			IS THIS THE FINAL INVOICE? <input type="checkbox"/> YES <input type="checkbox"/> NO				
CERTIFIED DBE SUBCONSULTANT	SERVICES / WORK PERFORMED	TOTAL SUBCONTRACT AMOUNT	TOTAL INVOICED TO DATE	DEDUCTIONS	ACTUAL AMOUNT PAID TO DATE	DBE AUTHORIZED SIGNATURE (FINAL PAYMENT REPORT ONLY)	DATE
		\$	\$				
		\$	\$				
		\$	\$				
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		\$	\$				

IF THE DBE % PROPOSED WAS NOT ATTAINED, PLEASE INCLUDE THE REASON

AS THE AUTHORIZED REPRESENTATIVE OF THE ABOVE PRIME CONSULTANT, I STATE THAT, TO THE BEST OF MY KNOWLEDGE, THIS INFORMATION IS TRUE AND ACCURATE			
PRIME CONSULTANT NAME	TITLE	SIGNATURE	DATE
COMMENTS			

INSTRUCTIONS

PRIME CONSULTANT OR AUTHORIZED REPRESENTATIVE:

This statement reports the actual dollar amounts of the project cost earned by and paid to DBE subconsultants. Complete and submit to the Payment Analyst with each billing and within 20 days of receipt of final payment. Some forms may be blank if no payment was made since the previous billing.

For "Contract No., Authorization No.," and "Job No." as appropriate, use the numbers assigned by MOOT.

For "Period Covered," report the calendar days covered by the billing.

For "Services Work Performed" report the main service performed by the subconsultant during the reporting period.

For "Total Contract Amount" report the total amount of the contract between the prime consultant and the subconsultant.

For "Cumulative Dollar Value of Services Completed" report the total amount the subconsultant has earned since beginning this project.

For "Deductions," report deductions made by the prime consultant to the subconsultant's "Cumulative Dollar Value of Services Completed" for retainage, bond or other fees, materials, services or equipment provided to the subconsultant according to mutual, prior agreement (documentation of such agreement may be required by MDOT).

For "Actual Amount Paid to Date," report cumulative actual payments made to the subconsultant for services completed.

For "Actual Amount Paid During this Report Period" report actual payments made to the subcontractor for services during this reporting period.

"Provide "DBE Authorized Signature" for final payment only.

Be sure to sign, title and date this statement.

MDOT PAYMENT ANALYST:

Complete "Comments" if necessary, sign date and forward to the Office of Business Development within seven (7) days of receipt.

MDOT Office of Business Development
P.O. Box 30050
Lansing, Michigan 48909
Questions about this form? Call Toll-free, 1-866-DBE-1264



FAA Airports

ASSURANCES AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and

assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

¹ These laws do not apply to airport planning sponsors.

² These laws do not apply to private sponsors.

³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall

apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere

with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The

accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 1. Operating the airport's aeronautical facilities whenever required;
 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or

facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 - 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable

classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 - 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 - 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The ([**Selection Criteria: Sponsor Name**]), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

- 1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development

project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
 - 5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by

the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of [Selection Criteria: Project Application Date].

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 - 1. Describes the requests;
 - 2. Provides an explanation as to why the requests could not be accommodated; and
 - 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-135, Certification and Disclosure Regarding Potential Conflicts of Interest – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

☐ Yes ☐ No
2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

☐ Yes ☐ No

3. The sponsor or sub-recipient certifies that it has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

☐ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this _____ day of _____, 2024.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department
of Transportation

**Federal Aviation
Administration**

FAA Form 5100-130, Drug-Free Workplace – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

☐ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

- a. The dangers of drug abuse in the workplace;
- b. The sponsor's policy of maintaining a drug-free workplace;
- c. Any available drug counseling, rehabilitation, and employee assistance programs; and
- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

☐ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

☐ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

- a. Abide by the terms of the statement; and
- b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

☐ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

☐ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

- a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and
- b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

☐ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

☐ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1

Name of Location:

Address:

Location 2 (if applicable)

Name of Location:

Address:

Location 3 (if applicable)

Name of Location:

Address:

Attach documentation clarifying any above item marked with “no” response.

Sponsor’s Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked “no” is correct and complete.

Executed on this _____ day of _____, 2024.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor’s Authorized Official: _____

Printed/Typed Title of Sponsor’s Authorized Official: _____

Signature of Sponsor’s Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



U.S. Department of
Transportation

**Federal Aviation
Administration**

FAA Form 5100-134, Selection of Consultants – Airport Improvement Program Sponsor Certification

Paperwork Reduction Act Burden Statement

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a currently valid OMB Control Number. The OMB Control Number for this information collection is 2120-0569. Public reporting for this collection of information is estimated to be approximately 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing and reviewing the collection of information. All responses to this collection of information are required under 49 U.S.C. Section 47105 to retain a benefit and to meet the reporting requirements of 2 CFR 200. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Aviation Administration, 10101 Hillwood Parkway, Fort Worth, TX 76177-1524.



Selection of Consultants

Airport Improvement Program Sponsor Certification

Sponsor:

Airport:

Project Number:

Description of Work:

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting “yes” represents sponsor acknowledgement and confirmation of the certification statement. The term “will” means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).
☐ Yes ☐ No ☐ N/A
2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A
4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).
☐ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:
- a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and
 - b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).
- ☐ Yes ☐ No ☐ N/A
7. Sponsor has verified or will verify that agreements exceeding \$25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).
- ☐ Yes ☐ No ☐ N/A
8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:
- a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and
 - b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).
- ☐ Yes ☐ No ☐ N/A
9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).
- ☐ Yes ☐ No ☐ N/A
10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).
- ☐ Yes ☐ No ☐ N/A
11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).
- ☐ Yes ☐ No ☐ N/A
12. Sponsor has incorporated or will incorporate mandatory contract provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)
- ☐ Yes ☐ No ☐ N/A
13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
- a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
 - b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
 - c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).
- ☐ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

☐ Yes ☐ No ☐ N/A

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this _____ day of _____, 2024.
(Day) (Month)

Name of Sponsor: _____

Printed/Typed Name of Sponsor's Authorized Official: _____

Printed/Typed Title of Sponsor's Authorized Official: _____

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

West Michigan Airport Authority

60 Geurink Blvd., Holland, MI 49423

Comprising City of Zeeland, Park Township and City of Holland



July 8th, 2024

REPORT 9.

To: West Michigan Airport Authority Board.
From: Aaron Thelenwood, Director.
Subject: **Crosswind Runway Report: Recommendation from the Building & Development**

The Airport Authority Board has received several inquiries from surrounding property owners impacted by the restrictions placed on their properties by the planned future crosswind runway over the past year. To date, the Board has reaffirmed maintaining the crosswind runway on the ALP while directing staff to engage consultant Mead & Hunt to develop a report answering key questions regarding the future crosswind runway and its eligibility. In short, the prevailing questions in front of the Authority can be summarized as follows:

1. Should the Airport keep the Crosswind runway on the ALP?
2. If so, should the Airport Build it?

Attached is a report developed by Airport Consultant Mead & Hunt which takes into account historical justifications for the crosswind runway, baseline eligibility requirements, and changes in prevailing regulatory conditions since the crosswind runway was first added to ALP.

The attached report outlines the facts regarding cost, likely timeline, and impact of both options above and the likely outcomes. This report was reviewed by the Building & Development Committee on June 27th, 2024. The committee recommended the report be presented in full to the Board. The goal of the report is to present the plain facts regarding the future path of the crosswind runway.

Stephanie Ward from Mead & Hunt will summarize the attached report.

Recommendation:

Accept as Information.

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.

DRAFT Memorandum
West Michigan Regional Airport
Crosswind Runway Evaluation



Date: June 26, 2024

1.0 Introduction

The West Michigan Regional Airport (BIV), formerly the Tulip City Airport, has been a publicly owned airport for many decades. During that time, the Airport has accepted federal funds from the Federal Aviation Administration (FAA), which requires that the airport maintain an Airport Layout Plan (ALP). Within the overall ALP set is an individual sheet that illustrates anticipated future development, called the Future Airport Layout Plan Sheet. This sheet of the BIV ALP has illustrated a future paved crosswind runway in various configurations for several decades, spanning various updates of the overall ALP document. The most recent ALP update illustrates a future 3,500-foot crosswind runway (Runway 18/36), oriented in a north/south direction, east of the terminal building area.

Historically, when developing ALPs, the FAA encouraged airports to plan for future runways to meet wind coverage. The FAA criteria indicates that, if an airport has a single runway that is not capable of providing at least 95 percent wind coverage, then a crosswind runway should be contemplated for construction to meet that desired threshold of wind coverage. BIV's primary runway (Runway 8/26) does not currently meet that standard, necessitating the discussion of the feasibility of a crosswind runway.

The crosswind runway has continued to be illustrated on the future ALP for multiple reasons:

- First, continuing to show the runway on the ALP illustrates the area that must be preserved for its construction and conversely documents what space remains available for other infrastructure needs.
- Second, it illustrates the physical limits and areas that require land acquisition and easements as well as mitigation that would be needed to address environmental resources.
- Finally, by illustrating the crosswind runway on the ALP, it ensures that the FAA and the Michigan Department of Transportation (MDOT) Office of Aeronautics (AERO) preserve the airspace for this runway from encroachment of vegetation and manmade obstructions and incompatible land uses.

This is accomplished through:

- The FAA Airspace review process for the FAR Part 77 Surfaces,
- The Michigan Tall Structures Act, which is administered by MDOT AERO,
- The Airport Approach Plan (AAP) for BIV, which as adopted by the Michigan Aeronautics Commission and is administered by MDOT AERO. This AAP gives BIV, through the zoning entities that are required by law to implement it, the ability to prevent vegetation and manmade objects from being placed in areas that could interfere with aircraft operations should the crosswind runway be constructed.

Unfortunately, changing FAA funding priorities, federal funding eligibility criteria, cost, and consideration of environmental impacts have continued to evolve since the original depiction of the crosswind runway on the ALP over thirty years ago. These issues contribute to the feasibility of the crosswind runway being realized at some time in the future.

This document provides information that can be used as part of an evaluation of whether the West Michigan Airport Authority should continue to preserve space for the construction of a future crosswind runway or if this land could be used for other purposes.

2.0 Background on Technical Aspects

Critical airfield design surfaces must be considered in planning the construction of a new runway. The following provides a summary of just a few of these surfaces, which are defined in FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*. They are the primary drivers of the space needed when planning for the construction of a new runway; however, this is not an exhaustive list.

- **Wind Coverage** – FAA design standards recommend that an airport have its primary runway oriented to provide at least 95 percent wind coverage for local wind conditions. If this is not possible, then a crosswind runway is recommended to accommodate crosswind components in which 95 percent wind coverage is not provided. **Table 1** presents the crosswind components used to determine the need for a crosswind runway, as well as the Airport Reference Code (ARC) and example aircraft type for each wind velocity classification.

Table 1: Allowable Crosswind Components

Allowable Crosswind Component	Airport Reference Code	Example Aircraft Type
10.5 knots	A-I and B-I *	Small single- and twin-engine
13 knots	A-II and B-II	Turboprops
16 knots	A-III, B-III, C-I through D-III, D-I through D-III	Large turboprops and small/medium jets
20 knots	A-IV, B-IV, C-IV through C-VI, D-IV through D-VI	Large jets
20 knots	E-I through E-VI	High performance jets (military)

Note: * Includes A-I and B-I small aircraft

Source: FAA AC 150/5300-13B, *Airport Design*

- **Runway Safety Area** – The runway safety area (RSA) is a graded and prepared surface area surrounding a runway capable of supporting the weight of an aircraft should it unintentionally leave the runway during taxi, takeoff, or landing.

- **Runway Object Free Area** – The runway object free area (ROFA) encompasses both the runway and RSA and is intended to prevent the placement of objects, other than those deemed necessary by function, that could interfere with an aircraft should it be located on the runway or in the RSA.
- **Runway Protection Zone** – The runway protection zone (RPZ) is a trapezoidal area located at the end of a runway that prevents incompatible land uses and objects of height from interfering with an aircraft taking off and landing.
- **Part 77 Surfaces** – Part 77 surfaces defined by 14 Code of Federal Regulations (14 CFR Part 77) are three-dimensional imaginary surfaces designed to protect airspace from objects that could interfere with an aircraft when departing from or landing at an airport or circling around the vicinity of an airport to land. The approach surface for each runway end should be clear of all obstructions, which can include structures and vegetation, that penetrate the approach surface. The runway approach is the surface that has the most relevance to the crosswind runway development since it needs to be clear of obstructions that penetrate the surface.

3.0 Airfield Wind Coverage Evaluation

Table 2 presents a wind evaluation for BIV that includes the coverage that a future crosswind Runway 18/36 would provide if constructed. As shown, Runway 8/26 provides adequate wind coverage for crosswinds of 13 knots and greater. The only category where there is not 95 percent (95%) wind coverage, in all weather conditions, is for crosswinds at 10.5 knots and below. As noted in the previous section, wind coverage at this level is only applicable to aircraft of A-I and B-I categories, which are the smallest aircraft.

If Runway 18/36 were constructed, it would increase the wind coverage to 97.79 percent (97.79%) for aircraft affected by crosswinds up to 10.5 knots. Many of the aircraft with crosswind components capabilities greater than 10.5 knots would not experience any increase in coverage as many of them would still utilize Runway 8/26 because of its longer runway length and instrumentation.

The review of wind data also looked at the optimal orientation of a future crosswind runway so that the maximum wind coverage could be provided at BIV (**Table 3**). This found that a runway oriented at a 160/340 degrees heading (Runway 16/34) would provide the maximum amount of wind coverage at BIV (97.89 percent). At this orientation, only a tenth of a percent increase in wind coverage in all weather conditions would be provided for aircraft affected by crosswinds up to 10.5 knots. Aircraft capable of withstanding crosswinds greater than 10.5 knots are provided greater than 95 percent wind coverage with the existing orientation of Runway 8/26.

A Runway 16/34 orientation would provide minimal coverage compared to the historically planned orientation of Runway 18/36 and would introduce a considerable number of environmental and design issues. Therefore, a Runway 16/34 orientation is not recommended.

Table 2: Wind Analysis – Existing Runway 9/26 and Future Runway 18/36 – All Weather Conditions

Crosswind (in knots)	8	26	18	36
10.5	80.57%	89.74%	81.69%	79.92%
	92.28%		83.52%	
	97.79%			
13	88.45%	94.86%	89.27%	87.80%
	96.37%		90.06%	
	99.47%			
16	95.87%	98.90%	96.21%	95.70%
	99.27%		96.32%	
	99.92%			
20	98.86%	99.83%	98.94%	98.83%
	99.90%		98.95%	
	99.99%			

Note: Single runway end coverages calculated with same tailwind as headwind

Source: National Climatic Data Center (NCDC), FAA Airports Geographic Information System (AGIS) wind analysis tool

Station: West Michigan Regional Airport.

Period of Record: 2014-2023 based on 124,799 observations.

Table 3: Wind Analysis – Runway 8/26 and Theoretical Runway 16/34 for Maximum Wind Coverage

Crosswind (in knots)	8	26	16	34
10.5	80.57%	89.74%	80.87%	81.29%
	92.28%		84.23%	
	97.89%			
13	88.45%	94.86%	88.43%	88.50%
	96.37%		90.11%	
	99.27%			
16	95.87%	98.90%	95.59%	95.54%
	99.27%		95.87%	
	99.85%			
20	98.86%	99.83%	98.74%	98.73%
	99.90%		98.77%	
	99.98%			

Note: Single runway end coverages calculated with same tailwind as headwind

Source: NCDC, FAA AGIS wind analysis tool

Station: West Michigan Regional Airport

Period of Record: 2014-2023 based on 124,799 observations.

4.0 Additional Factors for Consideration

In addition to wind coverage, other factors need to be considered when planning for a crosswind runway. These factors include environmental impact considerations, surrounding physical constraints, crosswind runway infrastructure available at other airports in the region, cost, implementation steps, and the likelihood of federal grants to fund its construction. These are discussed in the following sections and can be seen in **Figure 1**, at a high level, from the current Future ALP Sheet. With the placement of the crosswind runway, it is at a critical point in the touchdown area for Runway 8/26 that could create potential conflicts for operations if the pilots do not maintain their situational awareness.

4.1 Surrounding Environmental and Physical Constraints

Figures 2 and 3 provide additional illustrations of the environmental and physical constraints around the airfield that would need to be addressed for construction of the proposed Runway 18/36.

- Acquisition of 60-80 acres of property and avigation easements for the physical construction of the runway, RPZs, and approach areas.
- Impacts to the North Branch of the Macatawa River, which include:
 - Floodplain impacts (Figure 2)
 - Enclosure of the river, approximately 600-feet wide
 - Removal of a large, forested area along the North Branch of the Macatawa River that may also require mitigation, especially if found to be a forested wetland.
- Impacts to 30-40 acres of wetlands including: (Figure 3)
 - Along the North Branch of the Macatawa River
 - Several drains
 - Several small wetland areas.
- Relocation of the existing infrastructure
 - Glideslope antenna and precision approach path indicator (PAPI) for Runway 26
 - Existing connector taxiway between Runway 8/26 and its parallel taxiway.

With the placement of the crosswind runway, it is at a critical point in the touchdown area for Runway 8/26 that could create potential conflicts for operations if the pilots do not maintain their situational awareness.

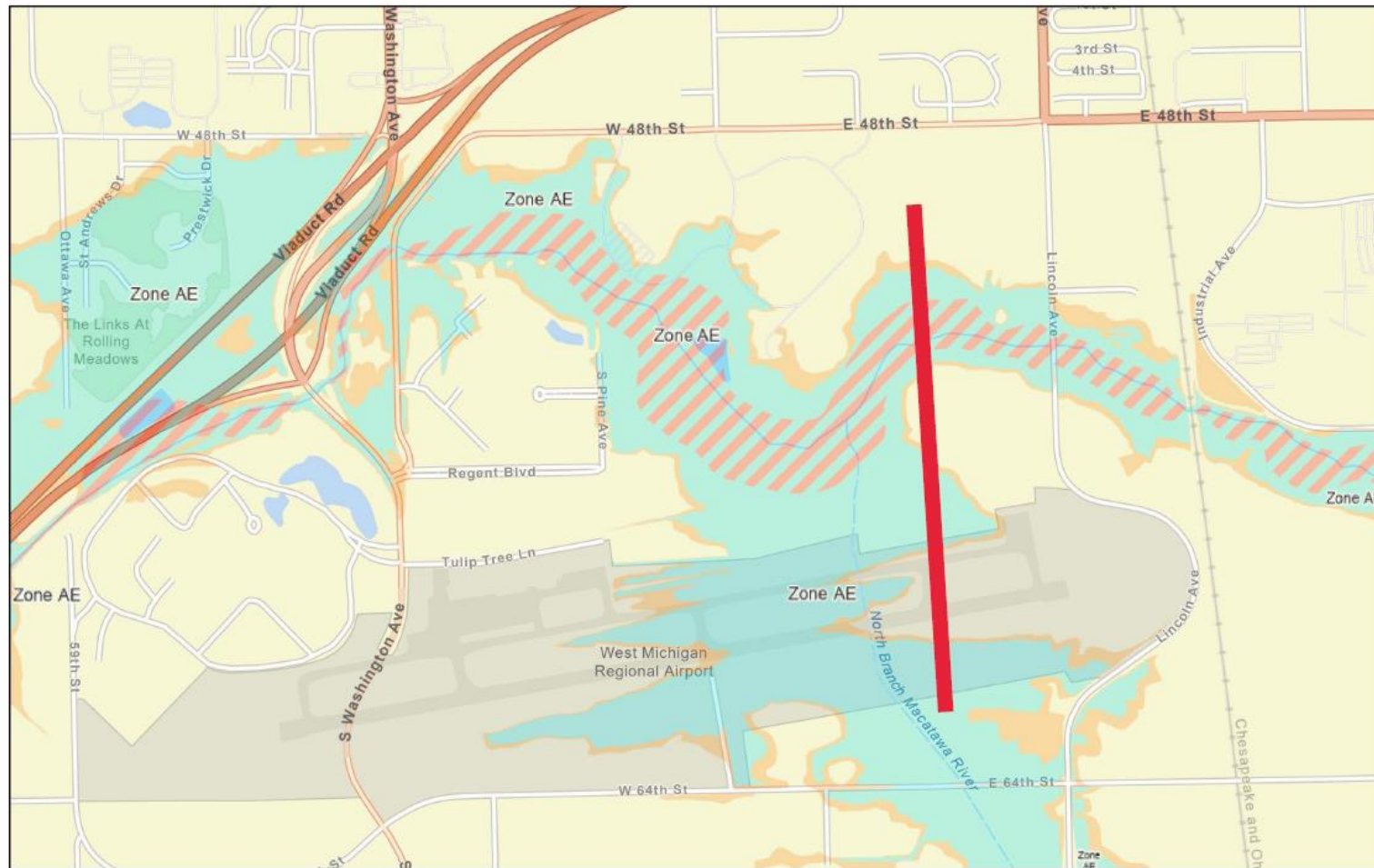
Figure 1 – Current BIV Future ALP Sheet



Figure 2 – Floodplains in Proximity to BIV

BIV Flood Map

Future Runway 18/36



May 29, 2024

Flood Hazard Zones

1% Annual Chance Flood Hazard

Regulatory Floodway

Special Floodway

Area of Undetermined Flood Hazard

0.2% Annual Chance Flood Hazard

Future Conditions 1% Annual Chance Flood Hazard

Area with Reduced Risk Due to Levee

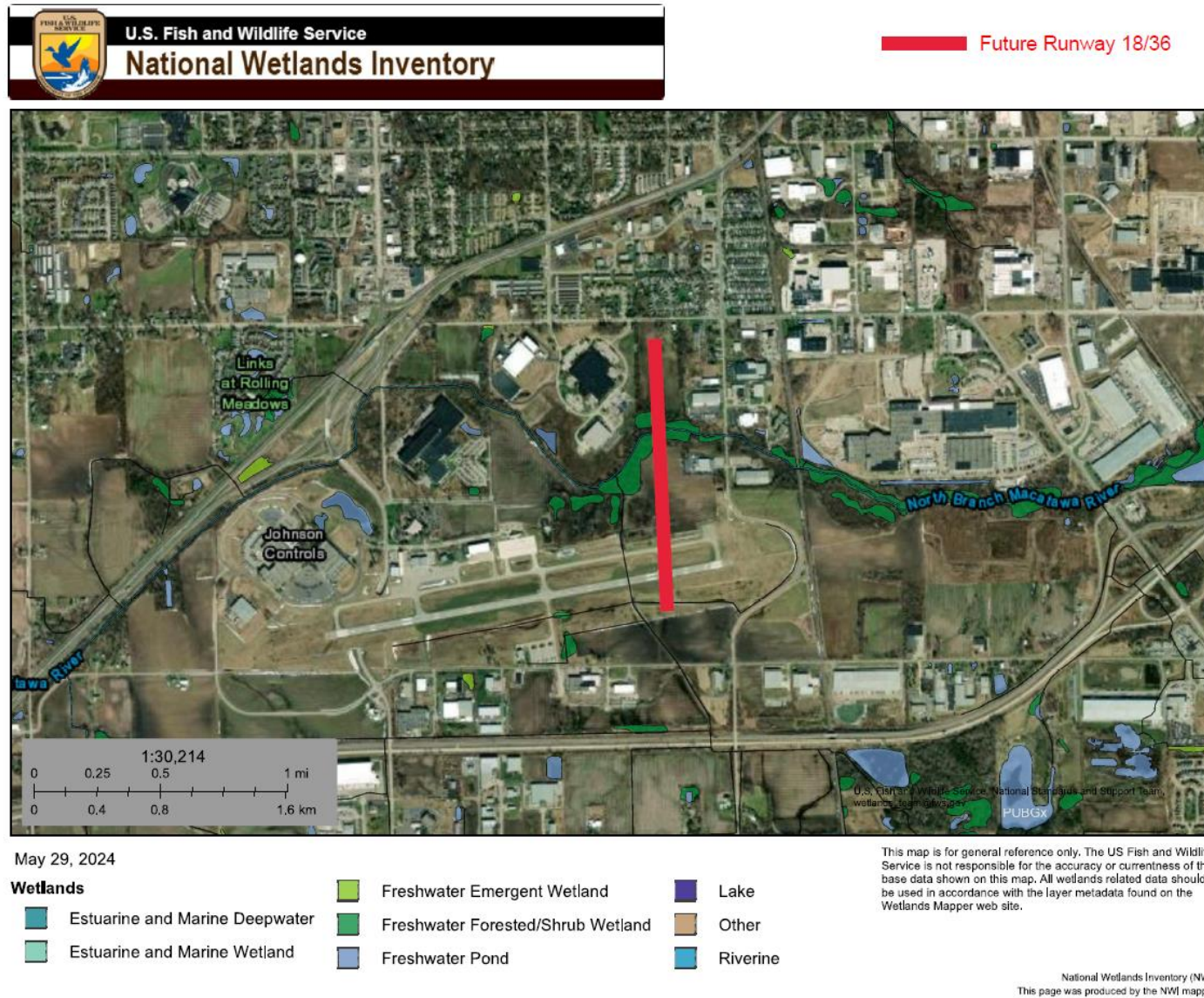
Area with Risk Due to Levee

1:18,056

0 0.1 0.2 0.4 mi
0 0.17 0.35 0.7 km

Esri Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau,

Figure 3 – Wetlands in Proximity to BIV



4.2 Existing Crosswind Runway Infrastructure at Other Airports in Region

Table 4 presents information on the orientation, length, width, and surface type of runways found at other public-use airports surrounding BIV. As shown in the table, the seven most prominent public use airports in the vicinity of BIV have north/south or northwest/southeast-oriented runways capable of accommodating small aircraft that are most impacted by crosswind conditions. This demonstrates that there are reasonable alternatives in the surrounding area for pilots operating in the vicinity of BIV when crosswind runway conditions exist.

Table 4: Airfield Configurations of Surrounding Airports

Airport	Runway	Length (ft)	Width (ft)	Surface	Distance from BIV (mi)
West Michigan Regional Airport (Holland)	8/26	6,002	100	Asphalt	n/a
Ottawa Executive Airport (Zeeland)	2/20	3,800	60	Asphalt	10
Padgham Field (Allegan)	11/29	4,300	75	Asphalt	20
	15/33	1,830	150	Turf	
Riverview Airport (Jenison)	14/32	3,920	49	Asphalt	20
Grand Haven Memorial Airpark (Grand Haven)	9/27	3,752	75	Asphalt	21
	18/36	2,058	60	Asphalt	
South Haven Area Regional Airport (South Haven)	5/23	4,800	75	Asphalt	28
	14/32	3,260	190	Turf	
Muskegon County Airport (Muskegon)	6/24	6,501	150	Asphalt	30
	14/32	6,100	150	Asphalt	
Gerald R. Ford International Airport (Grand Rapids)	8L/26R	5,001	100	Asphalt	31
	8R/26L	10,001	150	Concrete	
	17/35	8,501	150	Concrete	

Note: North/south- and northwest/southeast-oriented runways highlighted in green.

Source: FAA 5010 forms (2024)

4.3 Estimated Cost to Construct a Crosswind Runway

As a federally obligated airport, BIV would be expected to construct the crosswind runway to appropriate FAA standards. Additionally, it is expected that BIV would hope to leverage funding, where feasible, to construct the runway. As such the required tasks would include:

- Project eligibility/justification effort,
- National Environmental Policy Act (NEPA)-compliant environmental review,
- Preliminary engineering to support NEPA,
- Land acquisition (consultant costs and acquisition),
- Wetland and floodplain mitigation (consultant costs, permitting, and mitigation efforts),
- Approach clearing (design, removal, and construction administration),
- Final design,
- Construction costs, and
- Construction administration (CA).

Table 5 presents a high-level, order-of-magnitude cost estimate to complete these tasks, which would be necessary assuming a federally funded project. In total, it is estimated to cost between \$14M and \$22.5M to construct a crosswind runway at BIV. This assumes that the justification study finds the project justified and assumes that federal funding would be obtained, in a reasonable timeframe, to keep the project progressing once started.

Table 5: Estimated Cost for Construction of New Crosswind Runway

Project / Step	Order of Magnitude Estimate	
	Low	High
Feasibility / Funding Justification Study	\$ 50,000	\$ 150,000
Environmental Assessment and Prelim Engineering	\$ 675,000	\$ 1,125,000
Land Acquisition (60 to 80 acres @ \$30k to \$50k/acre)	\$ 1,800,000	\$ 4,000,000
Wetland Mitigation (30 to 40 acres @ \$75k to \$100k/acre)	\$ 2,250,000	\$ 4,000,000
Consultant Costs for Land Acquisition and Mitigation	\$ 250,000	\$ 450,000
Approach Clearing (30 to 40 acres @ \$10,000/acre)	\$ 450,000	\$ 600,000
Runway Construction (design, construction, and CA)	\$ 8,130,000	\$ 11,555,000
Runway 26 Glideslope Relocation	\$ 300,000	\$ 600,000
Total	\$ 13,905,000	\$ 22,480,000

4.4 Available Federal Grants and Likelihood of Award

Construction of a crosswind runway is eligible for federal funding, if determined as justified; however, there are factors to consider in pursuing federal funding resources for such a project. One of these is the likelihood that federal funding will be awarded given other infrastructure improvement priorities that may exist.

The following provides a summary of the sources of federal funding made available through the Airport Improvement Program (AIP) for public-use airports like BIV that are included in the National Plan of Integrated Airport Systems (NPIAS). BIV could pursue three sources of funding within this program for the construction of a crosswind runway: entitlements, state apportionment, and discretionary.

- **Entitlements** – AIP entitlements are a predetermined amount awarded to an airport annually based on its classification within the NPIAS. Since BIV is designated as a general aviation airport, it is currently awarded \$150,000 annually in non-primary entitlements. Annual awards of AIP entitlements can be accumulated for up to 4 years, at which point unused the funds expire. This means BIV would have a maximum of \$600,000 available for use towards a crosswind runway at any given time. This assumes that there are no other needs for other infrastructure improvements over a 4-year period. These funds are currently matched at a 90 percent federal amount with five percent state funds and 5 percent local funds.
- **State Apportionment** – The MDOT AERO is eligible to receive AIP State Apportionment funding. The amount available is based on an area/population formula that includes the 50 states, the District of Columbia, and Puerto Rico. The State is allocated these funds and in turn can spend the funds at their discretion for projects within the state of Michigan. This award of funding is

competitive, so BIV would need to compete with the infrastructure improvement requests of other airports in seeking a grant award. There is continually a demand that far exceeds the amount of state apportionment for what are considered high priority projects (runway rehabilitation and reconstruction of primary pavements).

- **Discretionary** – AIP discretionary funding is another source of AIP awarded at the discretion of the FAA. The award of AIP discretionary funding is based on a formula system with higher priority given to projects seen as having the greatest benefit to the national air transportation system. This funding is competitive across the entire national air transportation system and takes the FAA project ranking system into serious consideration when determining project priorities.

Requesting funding from non-primary entitlement, state apportionment, and discretionary sources is typically planned with MDOT AERO/FAA years in advance of a proposed project. The concurrence of MDOT AERO/FAA for use and award of funding from these resources would weigh heavily on BIV demonstrating that there are no needs for funding to maintain the existing infrastructure associated with Runway 8/26 or the taxiways, aprons, lighting, or approach areas during the time of construction of the crosswind runway. This is a hefty task considering that BIV has a continual list of projects associated with improvement to the current Runway 8/26 infrastructure. Additionally, BIV would need to compete with 3,000+ airports nationally for the federal discretionary dollars to fund this construction. This is also a hefty task since the discretionary dollars are typically being focused on the rehabilitation and reconstruction of existing airport infrastructure.

Congressionally Directed Spending - An additional source of funding, which is also highly competitive, is congressionally directed spending (earmarks). BIV could submit a request to their U.S. Senator or Member of the House of Representatives to seek possible funding via this program. The primary requirement for these funds is that the project must be justified, which in this instance, is true, even though it is by a slim margin. Therefore, one or more requests could be made to fund the development. If a request is made to fund the actual construction, a grant will not be awarded until the environmental aspects are addressed (NEPA compliance) and the project has been bid so that the grant is based upon actual bid construction costs.

5.0 Summary of Considerations

Below is a summary of primary considerations in continuing to plan for a crosswind runway. Ultimately, factors such as cost, the availability and likelihood of federal funding participation, environmental impacts, and the need to address other infrastructure priorities will influence this decision.

Challenges to Development of the Crosswind Runway

- While justified, increased coverage is less than 3 percent, which is minimal, for only the smallest of aircraft.

- Significant environmental impacts are expected with the need to enclose more than 600 feet of the North Branch of the Macatawa River, impacts to floodplains and wetlands associated with the river, and various existing wetland areas and drains.
- Additional environmental considerations may include possible noise impacts from the new flight paths and overflight areas.
- Costs are high for the construction, due to the environmental elements, land acquisition, and mitigation requirements.
- Increased maintenance costs (crack sealing, paint marking, snow plowing, lawn mowing, electricity for lighting, etc.) associated with including an additional 3,500+ feet of runway and taxiway connectors.
- If using traditional AIP funding sources, BIV would have to put all other infrastructure needs on hold while this project was undertaken.

Funding Challenges

- Using only federal entitlement dollars will only provide \$150,000 per year, which could be accumulated over several years to pay for certain aspects of overall project but will never be enough to address actual construction.
- Construction, land acquisition, and environmental mitigation will likely require federal discretionary funds or a grant that is from a congressionally directed spending grant, which are all very competitive.

Maintaining the crosswind runway on the ALP does the following:

- Continues to preserve the airspace from encroachments through FAA and MDOT reviews.
- Requires the City of Holland to apply the AAP restrictions on the area associated with the runway in the Unified Development Ordinance (UDO).
- Requires businesses along Lincoln Avenue and 64th Street to limit the development heights to protect future airspace.
- Limits development north and south of Runway 8/26 along Lincoln Avenue and 64th Street.

Removing the crosswind runway from the ALP does the following:

- Removes the airspace associated with the crosswind runway from FAA and MDOT review.
- Requires the City of Holland to update the UDO to remove the AAP elements associated with Runway 18/36.
- Removes the majority of height limitations on businesses along Lincoln Avenue and 64th Street.
- Opens property for development, both north and south of Runway 8/26.



West Michigan Regional Airport

Crosswind Runway Evaluation

August 12, 2024



Agenda

Key Questions

Background Data

Factors for Consideration

Summary & Questions

Key Questions for WMAA

- Primary:
 - Should Runway 18/36 continue to be shown on the Airport Layout Plan?
 - Is Runway 18/36 justified?
 - Is Runway 18/36 eligible?
- Secondary:
 - Should WMAA pursue development of Runway 18/36?
 - Is Runway 18/36 fundable?
 - If so, at what length and what type (paved/turf)?



Background Data

Background Data – Wind Coverage

3/31/2022

AC 150/5300-13B
Appendix B

Table B-1. Allowable Crosswind Component per Runway Design Code (RDC)

RDC	Allowable Crosswind Component
A-I and B-I *	10.5 knots
A-II and B-II	13 knots
A-III, B-III, C-I through D-III D-I through D-III	16 knots
A-IV and B-IV, C-IV through C-VI, D-IV through D-VI	20 knots
E-I through E-VI	20 knots

Note: * Includes A-I and B-I small aircraft.

Background Data

Wind Analysis – 2013 ALP

WIND COVERAGE TABLE - ALL WEATHER

<i>RUNWAY</i>	<i>CROSSWIND COMPONENT - KNOTS</i>			
	10.5	13.0	16.0	20.0
8-26	90.56	95.16	98.71	99.72
18-36	85.30	91.55	97.20	
8-26 AND 18-36	97.56	99.39	99.87	

SOURCE:
NATIONAL CLIMATIC DATA CENTER;
FAA AIRPORT DESIGN VERSION 4.2
MDOT BUREAU OF AERONAUTICS

NUMBER OF OBSERVATIONS:
72,539

PERIOD OF RECORD:
1999 - 2008

STATION:
HOLLAND, MI
STATION NUMBER: 72539

Background Data

Wind Analysis – Existing Coverage

Table 2: Wind Analysis – Existing Runway 8/26 & Future Runway 18/36 – All Weather Conditions

Crosswind (in knots)	8	26	18	36
10.5	80.57%	89.74%	81.69%	79.92%
	92.28%		83.52%	
	97.79%			
13	88.45%	94.86%	89.27%	87.80%
	96.37%		90.06%	
	99.47%			
16	95.87%	98.90%	96.21%	95.70%
	99.27%		96.32%	
	99.92%			
20	98.86%	99.83%	98.94%	98.83%
	99.90%		98.95%	
	99.99%			

Note: Single runway end coverages calculated with same tailwind as headwind

Source: National Climatic Data Center (NCDC), FAA Airports Geographic Information System (AGIS) wind analysis tool

Station: West Michigan Regional Airport.

Period of Record: 2014-2023 based on 124,799 observations.

Conclusion:

Technically Rwy 18/36 is “justified” which makes it “eligible” but is it “fundable”?

Lots of “other considerations” exist that impact the feasibility of funding.

Factors for Consideration

- Environmental and Physical Considerations
- Surrounding Airports
- Estimated Cost
- Available Funding Options



Environmental and Physical Considerations



Relocation of airport infrastructure

Glideslope antenna and PAPI Runway 26

Taxiway connector between Runway 8/26 and parallel taxiway



60-80 acres of property acquisition/aviation easements construction, RPZs and approach area clearance



Impacts to North Branch Macatawa River

River enclosure – approx. 600-feet

Floodplains

Wetlands



30-40 acres of wetland impact (river, drains, small wetland areas)

RUNWAY SAFETY AREA

	FUTURE 8	FUTURE 26	FUTURE 18	FUTURE 36
RUNWAY PROTECTION ZONE (RPZ)	1,000' x 1,750' x 2,500'	1,000' x 1,750' x 2,500'	500' x 700' x 1,000'	500' x 700' x 1,000'
FAR PART-77 APPROACH SURFACE	1,000' x 16,000' x 50,000'	1,000' x 16,000' x 50,000'	500' x 1,500' x 5,000'	500' x 1,500' x 5,000'
RUNWAY SAFETY AREA (RSA)	1,000' x 500'	1,000' x 500'	300' x 150'	300' x 150'
OBJECT FREE AREA (OFA)	1,000' x 800'	1,000' x 800'	300' x 500'	300' x 500'
OBSTACLE FREE ZONE (OFZ)	200' x 400'	200' x 400'	200' x 250'	200' x 250'
PRECISION OBSTACLE FREE ZONE* (POFZ)	200' x 800'	200' x 800'	N/A	N/A

NOTE:
*THE PRECISION OBSTACLE FREE ZONE IS IN EFFECT ONLY WHEN ALL OF THE FOLLOWING OPERATIONAL CONDITIONS ARE MET:

1. VERTICAL GUIDED APPROACH
2. REPORTED CEILING BELOW 250 FEET AND/OR VISIBILITY LESS THAN 3/4 STATUTE MILE (OR RVR BELOW 4,000 FEET)
3. AN AIRCRAFT ON FINAL APPROACH WITHIN TWO MILES OF THE RUNWAY THRESHOLD

RUNWAY DATA

	FUTURE 8	FUTURE 26	FUTURE 18	FUTURE 36
LATITUDE (LAT.)	42° 44' 27.84" N	42° 44' 39.31" N	42° 45' 03.92" N	42° 44' 29.48" N
LONGITUDE (LONG.)	86° 07' 14.34" W	86° 05' 48.61" W	86° 05' 00.97" W	86° 05' 56.77" W
ELEVATION (EL.)	696'	696'	672'	672'
STATION (STA.)	67+02	02+00	100+00	135+00
BEARING	N 79° 42' 18.36" E	N 79° 42' 18.36" E	N 174° 51' 36" E	N 174° 51' 36" E
APPROACH TYPE	PRECISION	PRECISION	VISUAL	VISUAL
TOUCHDOWN ZONE LATITUDE (LAT.)	42° 44' 27.84" N	42° 44' 39.31" N	42° 45' 03.92" N	42° 44' 29.48" N
TOUCHDOWN ZONE LONGITUDE (LONG.)	86° 07' 14.34" W	86° 05' 48.61" W	86° 05' 00.97" W	86° 05' 56.77" W
TOUCHDOWN ZONE ELEVATION (EL.)	696'	696'	672'	672'

APRON DATA

	EXISTING 1	EXISTING 2	EXISTING 3
DESCRIPTION	HOLD APRON	HANGAR APRON	HANGAR APRON
SIZE	260' x 270'	876' x 276'	350' x 148'

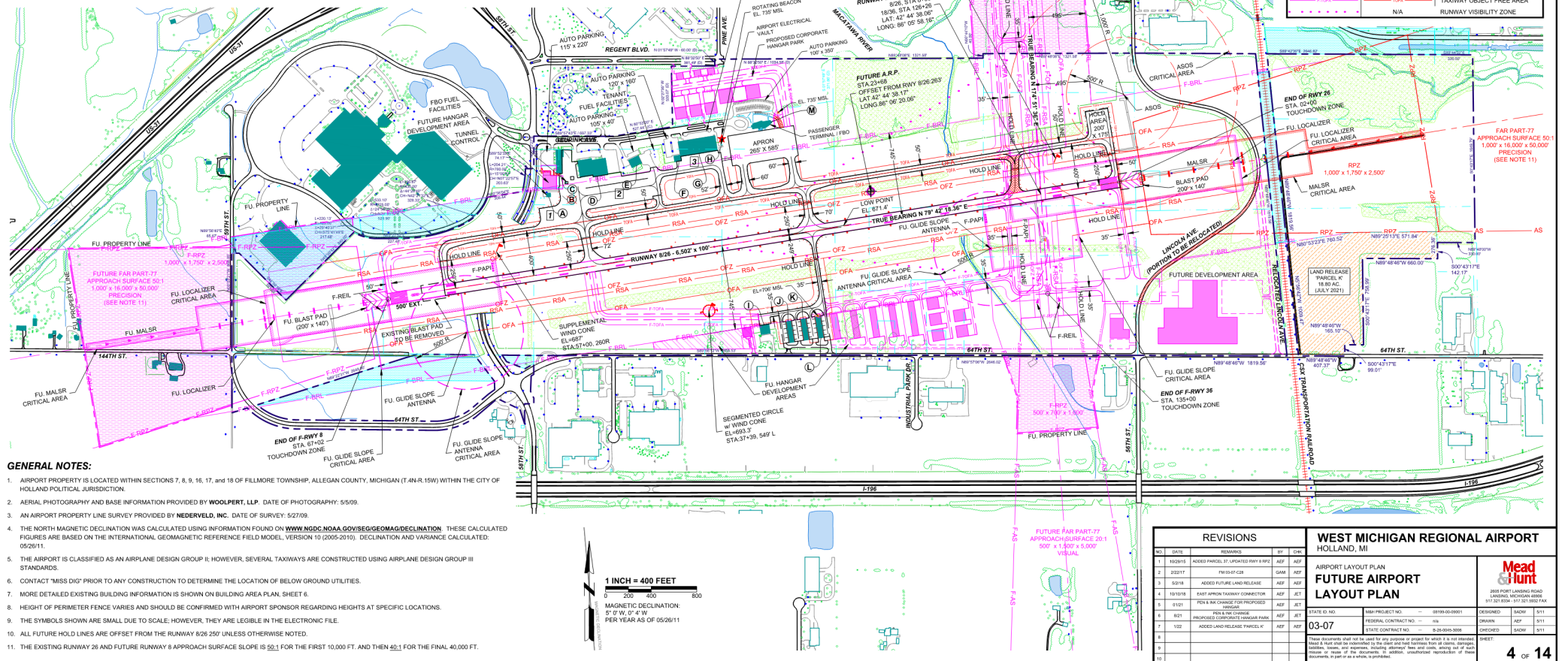
DIMENSIONAL INFORMATION

	FUTURE 8	FUTURE 26	FUTURE 18	FUTURE 36
RUNWAY LENGTH	6,502'	6,502'	3,500'	3,500'
RUNWAY WIDTH	100'	100'	75'	75'
RUNWAY SHOULDER WIDTH	0'	0'	0'	0'
TAXIWAY WIDTH	VARIES	VARIES	VARIES	VARIES
TAXIWAY EDGE SAFETY MARGIN	7.5'	7.5'	7.5'	7.5'
TAXIWAY SHOULDER WIDTH	0'	0'	0'	0'
TAXIWAY SAFETY AREA WIDTH	79'	79'	79'	79'
TAXIWAY OBJECT FREE AREA WIDTH	131'	131'	131'	131'
RUNWAY CENTERLINE TO TAXIWAY HOLD LINE	250'	250'	250'	250'
RUNWAY CENTERLINE	400'	400'	300'	300'
RUNWAY CENTERLINE TO BUILDING RESTRICTION LINE LENGTH	745'	745'	495'	495'

BUILDING DATA TABLE

STRUCTURE	DESCRIPTION	HEIGHT - AGL	TOP ELEVATION - MSL
(A)	TUNNEL CONTROL	15.5'	696'
(B)	TO BE REMOVED	42.5'	764'
(C)	CORPORATE HANGAR	24.5'	709'
(D)	FBO MAINTENANCE HANGAR	29'	729'
(E)	TENANT COMMUNITY HANGAR	25'	702'
(F)	TENANT OFFICE BUILDING	16'	694'
(G)	TENANT COMMUNITY HANGAR	40.5'	718'
(H)	ELECTRICAL VAULT	10'	686'
(I)	BOX HANGAR	30'	709'
(J)	T-HANGARS (8 UNIT)	18.5'	692'
(K)	T-HANGARS (8 UNIT)	18.5'	692'
(L)	T-HANGARS (8 UNIT)	18.5'	692'
(M)	TERMINAL FBO	25'	676'

NOTE:
AGL = ABOVE GROUND LEVEL
MSL = MEAN SEA LEVEL



REVISIONS				WEST MICHIGAN REGIONAL AIRPORT			
NO.	DATE	DESCRIPTION	BY	CHK.	AIRPORT LAYOUT PLAN		
1	10/26/18	ADDED PARCEL 10, LATERAL RAY & BAY	AEF	AEF	FUTURE AIRPORT LAYOUT PLAN		
2	10/27/17	PRECISED CB	GM	AEF			
3	10/18/18	ADDED FUTURE LAND RELEASE	AEF	AEF			
4	10/18/18	EAST APRON TAXIWAY CONNECTOR	AEF	AEF			
5	01/01	PER AIA RAIL CHANGING FOR PROPOSED INTERSECTION	AEF	AEF			
6	02/1	PER AIA RAIL CHANGING FOR PROPOSED INTERSECTION	AEF	AEF			
7	10/2	ADDED LAND RELEASE PARCEL 10	AEF	AEF			
8							
9							
10							

STATE ID NO.	MAP PROJECT NO.	03-07
FEDERAL CONTRACT NO.	03-07	
STATE CONTRACT NO.	03-07	
CHECKED	DATE	03/11
CHECKED	DATE	03/11

THIS DOCUMENT SHALL NOT BE USED FOR ANY PURPOSE OR PROJECT FOR WHICH IT WAS NOT DESIGNED. MEAD & HUNT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. MEAD & HUNT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT. MEAD & HUNT SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.



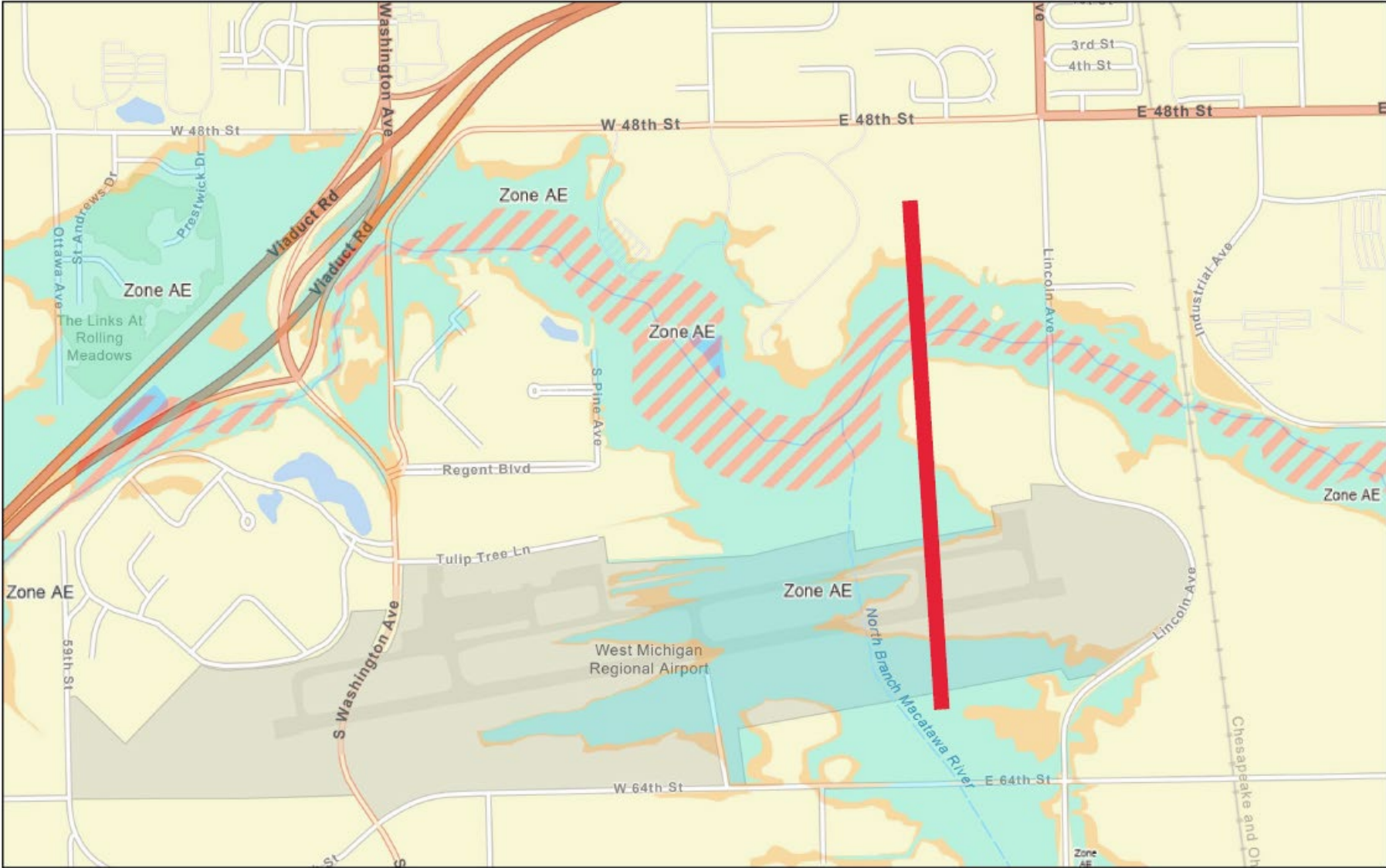
May 29, 2024

Wetlands

- | | | |
|--------------------------------|-----------------------------------|----------|
| Estuarine and Marine Deepwater | Freshwater Emergent Wetland | Lake |
| Estuarine and Marine Wetland | Freshwater Forested/Shrub Wetland | Other |
| | Freshwater Pond | Riverine |

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

Floodplains



May 29, 2024

Flood Hazard Zones

1% Annual Chance Flood Hazard

Regulatory Floodway

Special Floodway

Area of Undetermined Flood Hazard

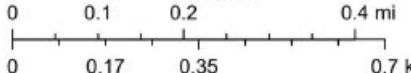
0.2% Annual Chance Flood Hazard

Future Conditions 1% Annual Chance Flood Hazard

Area with Reduced Risk Due to Levee

Area with Risk Due to Levee

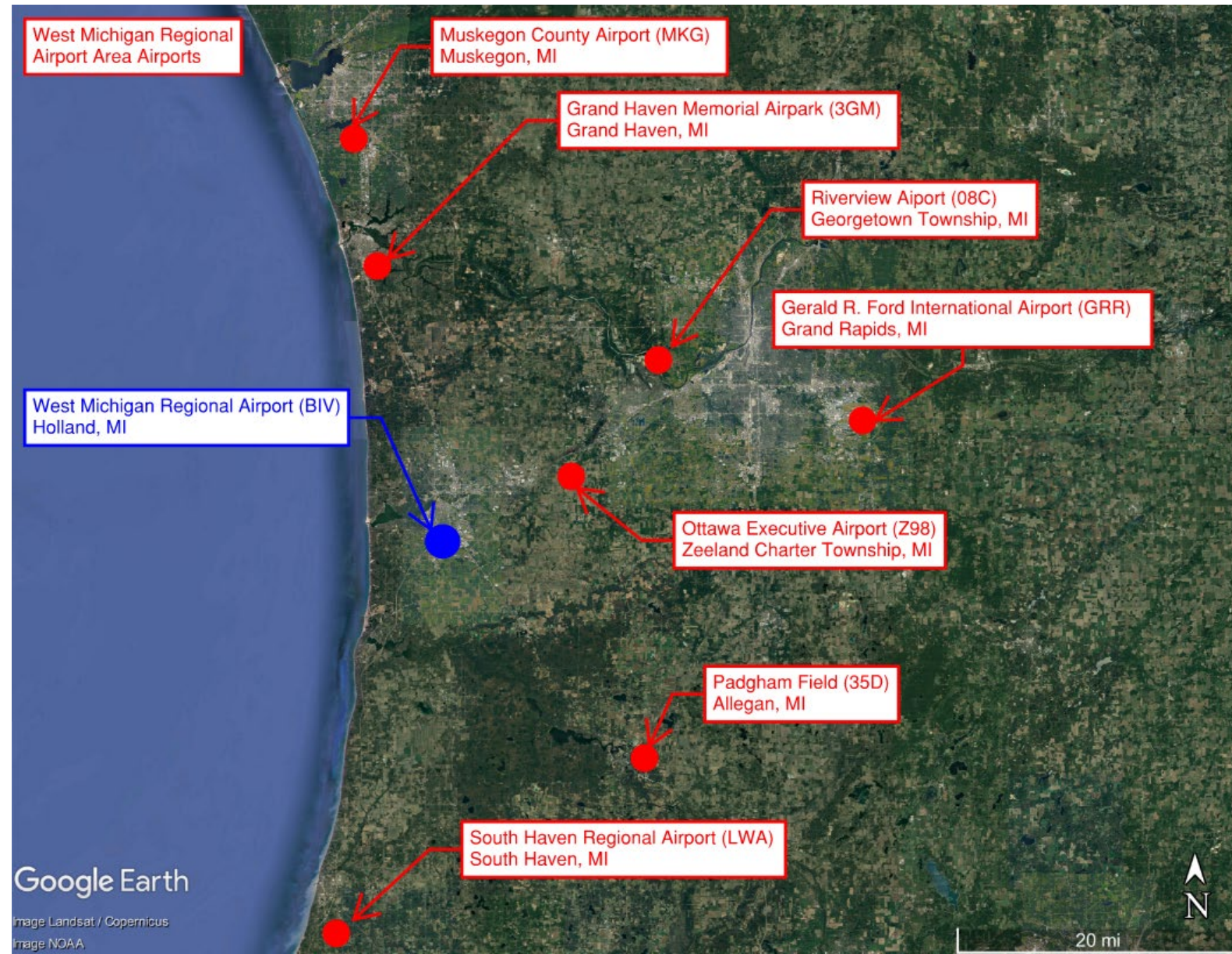
1:18,056



Esri Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau,

Surrounding Airports

- Nearby options would be an element addressed in the NEPA process



Surrounding Airports

Table 4: Airfield Configurations of Surrounding Airports

Airport	Runway	Length (ft)	Width (ft)	Surface	Distance from BIV (mi)
West Michigan Regional Airport (Holland)	8/26	6,002	100	Asphalt	n/a
Ottawa Executive Airport (Zeeland)	2/20	3,800	60	Asphalt	10
Padgham Field (Allegan)	11/29	4,300	75	Asphalt	20
	15/33	1,830	150	Turf	
Riverview Airport (Jenison)	14/32	3,920	49	Asphalt	20
Grand Haven Memorial Airpark (Grand Haven)	9/27	3,752	75	Asphalt	21
	18/36	2,058	60	Asphalt	
South Haven Area Regional Airport (South Haven)	5/23	4,800	75	Asphalt	28
	14/32	3,260	190	Turf	
Muskegon County Airport (Muskegon)	6/24	6,501	150	Asphalt	30
	14/32	6,100	150	Asphalt	
Gerald R. Ford International Airport (Grand Rapids)	8L/26R	5,001	100	Asphalt	31
	8R/26L	10,001	150	Concrete	
	17/35	8,501	150	Concrete	

Note: North/south and northwest/southeast oriented runways highlighted in green.

Source: FAA 5010 forms (2024)

Estimates of Cost – Future Paved Crosswind Runway as shown in ALP

Table 5 - Estimated Cost for Construction of Crosswind New Runway

Project / Step	Order of Magnitude Estimate	
	Low	High
Feasibility / Funding Justification Study	\$ 50,000	\$ 150,000
Environmental Assessment and Prelim Engineering	\$ 675,000	\$ 1,125,000
Land Acquisition (60 to 80 acres @ \$30k to \$50k/acre)	\$ 1,800,000	\$ 4,000,000
Wetland Mitigation (30 to 40 acres @ \$75k to \$100k/acre)	\$ 2,250,000	\$ 4,000,000
Consultant Costs for Land Acquisition and Mitigation	\$ 250,000	\$ 450,000
Approach Clearing (30 to 40 acres @ \$10,000/acre)	\$ 450,000	\$ 600,000
Runway Construction (design, construction, & CA)	\$ 8,130,000	\$ 11,555,000
Runway 26 Glideslope Relocation	\$ 300,000	\$ 600,000
Total	\$ 13,905,000	\$ 22,480,000

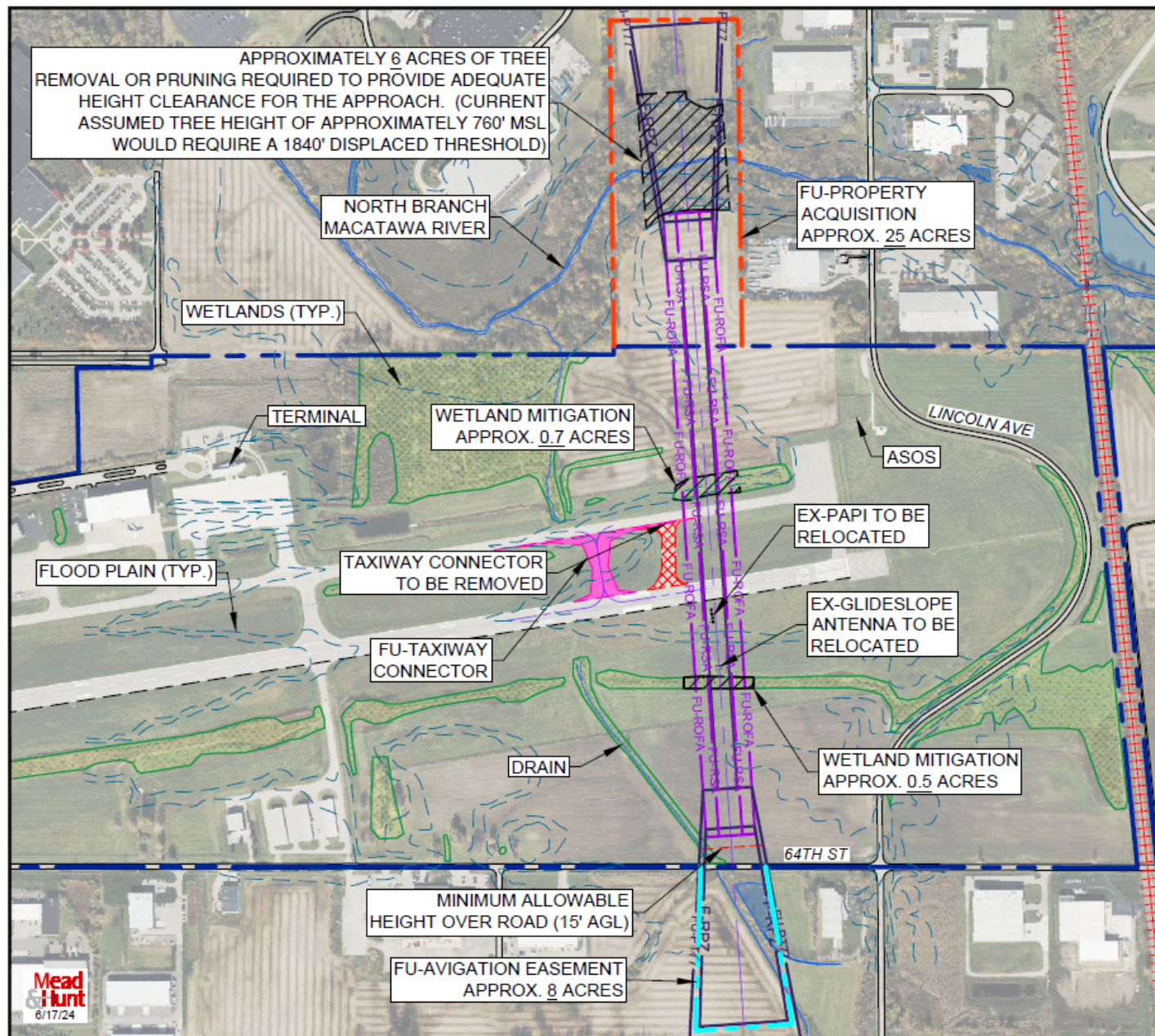
Turf- Small Aircraft Exclusive Runway Option

FIGURE 1

WEST MICHIGAN REGIONAL AIRPORT - HOLLAND, MI

PROPOSED 2,700' TURF CROSSWIND RUNWAY (SMALL AIRCRAFT EXCLUSIVE)

SCALE: 1" = 600'



RUNWAY CONSIDERATIONS:

1. AVOID NORTH BRANCH MACATAWA RIVER AT NORTHERN END OF RUNWAY
2. PROPERTY ACQUISITION
3. AVOID COUNTY DRAIN AT SOUTHERN END OF RUNWAY
4. MULTIPLE AREAS OF WETLAND MITIGATION
5. TREES WITHIN THE NORTHERN APPROACH TO BE MITIGATED
6. RELOCATE RUNWAY 26 PAPI
7. RELOCATE RUNWAY 26 GLIDESLOPE
8. RELOCATE RUNWAY 8/26 TAXIWAY CONNECTOR

LEGEND

- AIRPORT BOUNDARY
- FU. AIRPORT BOUNDARY
- FU. AVIGATION EASEMENT
- WETLANDS
- FU. TURF RUNWAY
- FU. CENTERLINE
- FU. RUNWAY PROTECTION ZONE
- FU. PART 77 APPROACH SURFACE
- FU-RSA
- FU. RUNWAY SAFETY AREA
- FU. RUNWAY OBJECT FREE AREA

Turf Crosswind Runway Estimate of Costs

Assumes a federally funded project

Project/Step	Low cost	High cost
Feasibility/Funding Justification Study	\$50,000	\$150,000
EA & Prelim. Engineering	\$675,000	\$1,125,000
Land Acq. (33 acres @\$30K to \$50K/acre)	\$990,000	\$1,650,000
Wetland Mitigation (7-15 acres @\$75K to \$100K/acre)	\$525,000	\$1,500,000
Consultant Costs (land and mitigation)	\$250,000	\$450,000
Approach Clearing (6 acres @\$10K/acre)	\$60,000	\$60,000
Runway Construction (design, construction, CA)	\$1,500,000	\$2,000,000
Runway 26 Glideslope relocation	\$300,000	\$600,000
TOTAL	\$4,350,000	\$4,850,000

Available Funding

AIP = Airport Improvement Program – Funded by the FAA

AIP Entitlements (NPEs)	AIP State Apportionment	AIP Discretionary	Congressionally Directed Spending
<ul style="list-style-type: none">• \$150,000 annually, can accumulate for up to 4 years, on a rolling basis	<ul style="list-style-type: none">• Competitive with all other airports in the state• Focus is usually on rehab/reconstruction of EXISTING facilities	<ul style="list-style-type: none">• Competitive with all other NPIAS airports in the US (3,300+)• Focus is usually on rehab/reconstruction of EXISTING facilities	<ul style="list-style-type: none">• Competitive with all other sites who submit requests• Would likely need multiple requests• Construction grant must be based on an environmentally cleared and competitively bid project

AIP Entitlements are the only thing that are a “sure-thing” and your NPEs are annually obligated to existing infrastructure on the airfield associated with Runway 8/26.

A large, stylized ampersand (&) graphic in a lighter blue shade, positioned on the left side of the slide. It is partially cut off by the left edge.

Summary

Summary of Considerations Challenges to Development

- Justified by less than 3% wind coverage
- 600-ft+ enclosure of the North Branch Macatawa River for paved runway
- Wetlands & Floodplain impacts
 - Impacts with both paved and turf
- Possible noise impacts
- High Construction Costs
- Increased Maintenance Costs
- All other airport projects likely put on “hold” if project is undertaken with federal funds

Summary of Considerations

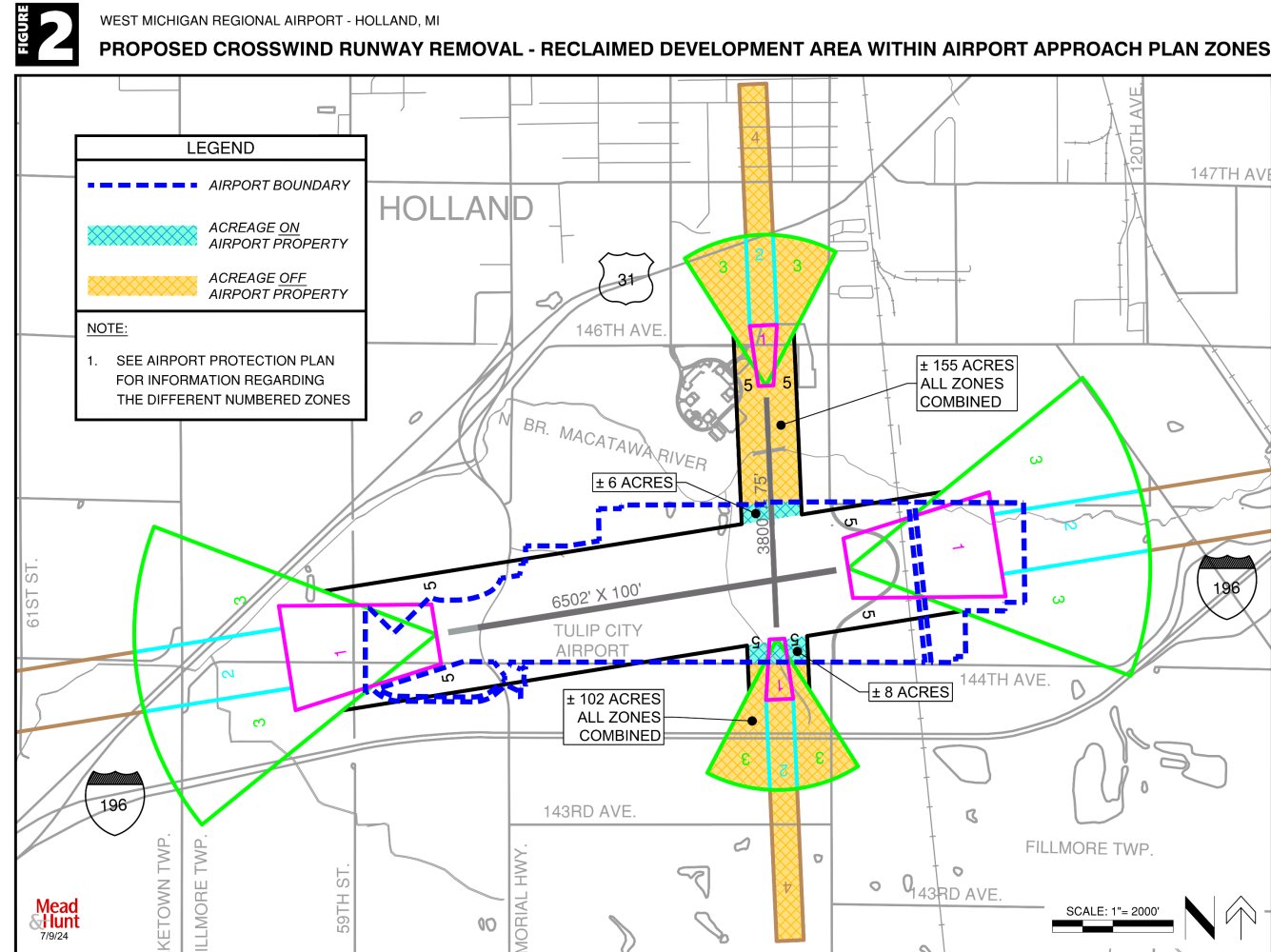
Funding Challenges

- AIP Entitlements alone will never be enough to fund project
 - Only \$150,000 annually
- All other sources are very competitive
- Local funds would need to be used to “front” various elements
- If only local funds were used, the overall project may be less expensive, however, several of the steps are still required due to being a federally obligated airport, such as:
 - Environmental assessment
 - Wetland mitigation and permitting

Summary of Considerations

Maintaining Crosswind ON the ALP

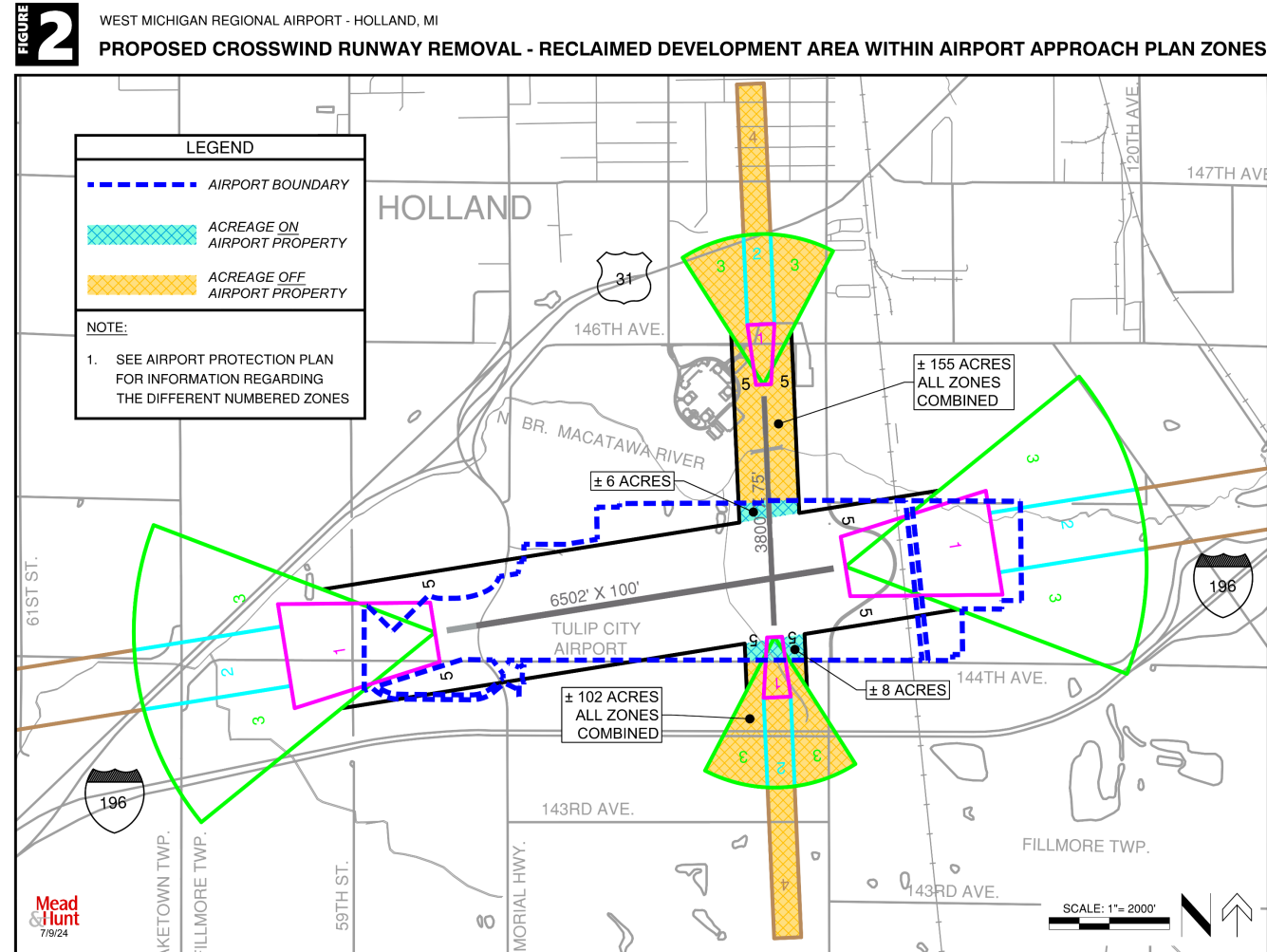
- Preserves the airspace
- Preserves the on-airport area for the development
- Restricts approx. 250 acres of development within the Airport Approach Plan zones
 - Administered by the City of Holland UDO
- Restricts development along Lincoln Ave. and 64th Street



Summary of Considerations

REMOVING Crosswind From the ALP

- Removes the airspace preservation
- Removes land use restrictions on over approx. 250 acres of property along 148th Ave, Lincoln Ave. and 64th Street from the AAP
- Opens approx. 14 acres of airport property for the development



Questions?

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