

# 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

May 11, 2026 – 4:00 p.m.

60 Geurink Blvd. Holland, MI 49423

[Zoom Link](#)

#### Authority Members

##### City of Holland

Charles Murray  
Devin Shea\*  
Nathan Bocks\*

##### City of Zeeland

Heather Roden  
Sally Gruppen\*  
(Vacant)

##### Park Township

Ken Brandsen  
Joan Zeerip\*  
Cynthia Martinez

##### Ex-officio

Whitney Ehresman  
(Allegan)  
Jacob Bonnema  
(Ottawa)

\*Denotes  
Municipal Elected  
Participant

1. Call to Order
2. Roll Call
3. Approval of Agenda (3 Minutes): **Action Requested.**
4. Public Comment  
*Public comment is limited to **3 minutes** per speaker on an agenda item. The Public Comment period is established for public individuals to voice opinions to the Board. The Chair holds discretion on any interaction by the Board, otherwise Airport Authority Board Members or Airport Staff do not respond during this period.*
5. Approval of April 13<sup>th</sup>, 2026, Meeting Minutes (3 Minutes): **Action Requested.**
6. Consent Agenda
  - A. FBO Report
7. Unfinished Business
  - A. Building & Development
    - i. Member Changes (5 Minutes): *No Action Requested*
    - ii. May Committee Meeting Recap (5 Minutes): *No Action Requested*
8. New Business
  - A. Boileau Marketing Presentation (10 Minutes) *No Action Requested*
  - B. Financial Reports (5 Minutes): **Action Requested**
  - C. FY 2027 Budget
    - i. Public Comment Period on FY 2027 WMAA Budget
    - ii. FY 2027 West Michigan Airport Authority Budget Review and Discussion (20 Minutes): **Action Requested**
  - D. TWY A Project Contract & Sponsor Certification (15 Minutes): **Action Requested**
  - E. Circling Approach LLC Lease Footprint Change Request (20 Minutes): **Action Requested**
  - F. TKP LLC Lease Presentation (20 Minutes): **Action Requested**
  - G. BR Garages LLC intent to enter into a Lease agreement with WMAA (20 Minutes): **Action Requested**
9. Communications from Airport Authority Manager
10. Updates from the Board
11. Adjourn: **Action Requested.**

Next Meeting will be held June 8<sup>th</sup>, 2026, at 4:00 PM.

*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**

**April 13, 2026**

## **Draft Meeting Minutes**

**Call to Order:** Chair Murray called the meeting to order at 4:05 p.m. local time.

**Roll Call:** The following members were present: Charles Murray, Devin Shea (left at 5:53 p.m.), Nathan Bocks, Heather Roden, Sally Gruppen, Ken Brandsen, Joan Zeerip, Cynthia Martinez, and Manager Matt Neyens. Ex-Officio Member Whitney Ehresman was present virtually. Ex-Officio Member Jacob Bonnema was absent.

New Board Member introduction: Member Zeerip introduced newly appointed Park Township representative Cynthia Martinez. Ms. Martinez graduated from Western Michigan University with a Bachelor of Science in Aviation Science and Administration and holds a master's degree in Broadcast Journalism from Columbia University. She has previous experience at the airport and has a background in strategic planning, marketing, public relations, and millage work. The Board welcomed Ms. Martinez and expressed appreciation for her experience and perspective.

**Approval of Agenda:** Member Bocks moved to approve the agenda, supported by Member Gruppen. No discussion was held. The motion passed unanimously by voice vote.

**Public Comment:** Chair Murray asked for public comment, Cory Sentl sought recognition.

Mr. Sentl stated that West Shore Aviation has operated at the airport for many years and expressed appreciation to the Board for its efforts in hiring Manager Neyens. He noted the challenges experienced prior to Neyens' arrival and thanked him for the improvements made.

Mr. Sentl also thanked Avflight for their work over the past year, particularly regarding snow removal operations. He highlighted the effectiveness of the new snow broom and emphasized the importance of maintaining clear and visible runway markings during winter conditions, noting that reliable runway conditions significantly improve safety for pilots. He further cited instances where Manager Neyens personally responded after hours to assist with snow removal and provide access to hangars, describing the level of service as exceptional. Mr. Sentl concluded by thanking the Board, Manager Neyens, and Avflight for their continued efforts and commitment to the airport.

**Approval of March Minutes:** Member Shea moved to approve March 9th, 2026 Board Meeting Minutes as presented, seconded by Member Zeerip. No discussion was had. The motion passed unanimously with a voice vote. No one opposed, no one abstained.

**Consent Agenda:**

- A. FBO Report
- B. Congressionally Directed Spending Application

Member Brandsen made a motion that the Consent Agenda be accepted as written. Seconded by Member Bocks. No discussion was had. The motion passed unanimously with a voice vote. No one opposed, no one abstained.

**Unfinished Business:**

1. Marketing & Public Relations Committee
  - a. Parade Vehicle Updates – Manager Neyens advised the Board that the previously approved golf cart purchase is no longer a viable option. Alternative parade vehicle concepts are currently being explored. As a longer-term initiative, the airport is also evaluating the feasibility of constructing a custom golf cart–style airplane for parade use.
  - b. C-47 Display & Rides for Aviation Day – Manager Neyens explained that he is exploring the opportunity to bring in a C-47 aircraft from the Michigan Flight Museum for Aviation Day. The estimated cost for a static display is approximately \$3,000. The organization would also independently offer and sell rides during the event. Manager Neyens noted that the aircraft could serve as a key attraction to help grow Aviation Day attendance and promote associated events, including the 5K on the runway and pancake breakfast, while increasing public engagement with the airport.

**New Business:**

2. **Draft ACIP Update:** Jeff from Mead & Hunt reviewed the ACIP updates and presented the Michigan State Block Grant Program spreadsheet outlining the Airport Capital Improvement Program for FY 2026 through FY 2034. The airport received funding for Taxiway Alpha in 2027, and efforts are being made to maintain the taxiway at a width of 50 feet. The Board briefly reviewed the remaining projects included in the ACIP.
3. **2025 Operations Recap:** Brad Lotz, Manager at Avflight, advised that the data presented was derived from 1200Aero. He discussed various aspects of airport usage, including where business is originating and the types of aircraft utilizing the

airport. He noted that most aircraft operating at the airport originate from within a 500-mile range.

A discussion was held regarding the airport's landing fee structure. It was noted that current fees may be below market rates. Manager Neyens will review this further and may present recommendations at a future Board meeting.

4. **Financial Reports:** Treasurer McCammon presented the financial reports. No initial questions were raised. A question was later asked regarding expense tracking. It was noted that snow removal expenses have been lower than expected due to the effectiveness of the new broom and extended downtime of Avflight's equipment. Mowing expenses are also currently lower but are expected to increase as the mowing season progresses. Member Bocks moved to accept the March financial report as presented, supported by Member Shea. The motion passed unanimously by voice vote, with no opposition and no one abstained.
5. **FY 2027 Budget Discussion:** Manager Neyens presented the proposed FY 2027 budget and recommended scheduling a public hearing at the next Board meeting to allow for public comment. Overall revenues remain consistent. Minor adjustments were discussed among the Board and Manager Neyens. Member Bocks moved to set the public hearing for presentation of the WMAA FY 2027 budget for May 11, 2026, at 4:00 p.m., supported by Member Gruppen. A roll call vote was taken: Shea – yes, Bocks – yes, Roden – yes, Gruppen – yes, Brandsen – yes, Zeerip – yes, Martinez – yes, Murray – yes. Motion passed unanimously.
6. **Holtec Palisades, LLC MOU:** A revised MOU was presented to the WMAA. It was noted that the only substantive change from the previous version is contained in Paragraph 8, which now defines the term as two years. The Packet was updated to reflect the new agreement. Member Shea moved to approve and execute the updated MOU, supported by Member Bocks. A brief discussion was held regarding the purpose of the agreement and specific provisions contained within the document.

#### **Authority Board Open Discussion:**

Member Shea stated that the upcoming millage will be one of the most important priorities over the next 12 months and emphasized the need for the Board to actively participate in community events and communicate the airport's value. Member Brandsen agreed and noted the importance of developing data to better demonstrate the airport's economic and community impact. Chair Murray added that the airport provides significant value to the community, much of which is not easily quantified. Member Roden emphasized the need to "tell the story" through increased engagement, including attending meetings, leveraging word-of-mouth communication, and developing a calendar to encourage Board member participation in community outreach efforts. Vice Chair Gruppen expressed the need for stronger support of Manager Neyens and noted that recent public attention has increased awareness of the airport and the Board's role. He observed that, historically, the Board

operated with limited visibility, but that perception appears to be changing. Member Martinez stated that creative strategies will be needed to better connect Park Township residents to the airport, particularly given the distance and the limited business footprint in that area that directly utilizes the airport. Board members collectively discussed the millage as a central focus. The initial priority is to retain the existing millage, followed by efforts to expand support to additional surrounding communities that do not currently contribute. It was noted that increased outreach efforts will be necessary to effectively engage these communities.

**Communications from Airport Authority Manager:**

Manager Neyens reported on the MDOT Fiscal Year 2026 Statewide Airport Program, noting that it is an open-ended funding opportunity with an application deadline of May 1 and a requirement that funds be expended by September 30. Due to the limited timeframe, only smaller, readily executable projects are being considered. Manager Neyens indicated that potential submissions include refreshing airfield pavement markings and acquiring a snow removal plow truck.

Manager Neyens also reported that repairs to the terminal roof have been completed at no cost to the Authority, as the work was covered under warranty.

To increase engagement and promote the airport, Manager Neyens stated that he and Dan are conducting outreach to flying clubs and nearby airports, similar to efforts undertaken in the previous year. As part of this initiative, the airport is producing Tulip Time Fly-In shirts. The first 15 pilots who participate in the fly-in will receive a complimentary shirt, with additional shirts available for purchase at \$25. Manager Neyens noted that the intent of the shirts is to promote the airport rather than generate revenue, with the goal of increasing visibility within the community.

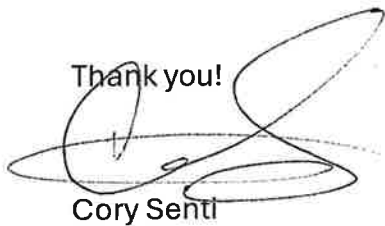
**Adjournment:** Member Zeerip made a motion to adjourn, seconded by member Brandsen. The motion passed unanimously with a voice vote. No one opposed, no one abstained.

My name is Cory Senti. I am a pilot for WestShore Aviation.

This past winter Matt Nyens and AvFlight did an excellent job of keeping the runway clear. Matt, in particular, as the new manager of the airport acquired new brushing equipment, with the blessing of the Airport Board. This new equipment was integral in maintaining good braking action on the runways.

I want to thank the Board, Avflight and Matt for working hard this past winter.

Thank you!

A handwritten signature in black ink, appearing to read 'Cory Senti', written over a faint, circular stamp or watermark.

Cory Senti

Pilot/Safety Officer

WestShore Aviation.

6164142260

# WMAA MONTHLY FBO REPORT

West Michigan Regional Airport FBO Report  
 Avflight Holland  
 April 2026

Total Fuel Gallons  
 Delivered

	Current Month 04/26	One Year Ago 04/25	Current Year To Date 04/01/26-04/30/26	F/Y to Date Compared 04/01/25-04/30/25	
Avgas	1,475	4,275	4,582	8,288	
Jet Fuel	41,580	47,128	146,876	141,482	
<b>Total Gallons Delivered</b>	<b>43,055</b>	<b>51,403</b>	<b>151,458</b>	<b>149,770</b>	<b>1688</b>

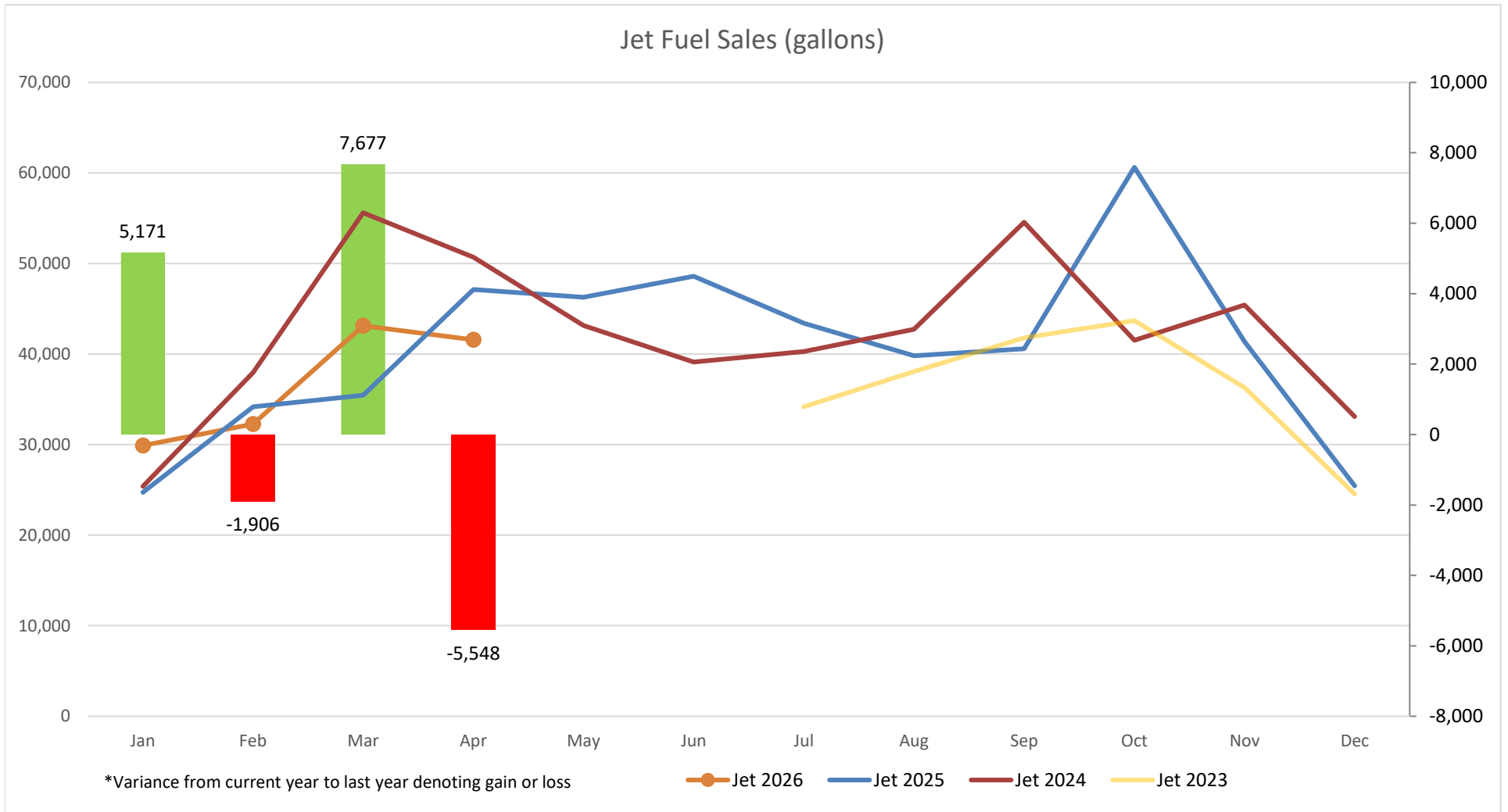
Landing Fees Collected

\$2,855

( 85% to airport)=

\$2,426.75

# WMAA MONTHLY FBO REPORT



April 27, 2025

Dear Members of the Airport Authority Board,

On behalf of our team, I would like to express our appreciation for the opportunity to support the airport over the past year. We are proud to serve as your communications partner and wanted to provide a summary of the work completed this fiscal year to demonstrate the value of your continued investment in strategic communications, public engagement, and organizational support.

To date, our team has dedicated more than 300 hours of service this fiscal year in support of the airport's priorities, operations, and public presence.

A portion of that work involved helping the organization successfully navigate leadership transitions. We assisted with the onboarding of both the interim airport manager and the permanent airport manager, while also stepping in during key moments over the last two years to provide continuity, organizational support, and additional capacity when needed.

We have prepared talking points, drafted letters for the executive committee, and supported sensitive communications response efforts throughout the year in addition to traditional marketing efforts.

We have also continued to manage the airport's digital presence. This has included ongoing website management such as drafting blogs, updating board information, and uploading agendas and meeting minutes to ensure transparency and timely communication with the public.

Our team has managed the airport's email marketing efforts, including quarterly e-blasts and email campaigns supporting major announcements and public events. Throughout the year, we also developed and distributed press releases highlighting important milestones, including:

- Ribbon Cutting for the North Business Park
- Groundbreaking for the Electric Charging Station
- Completion of the New Fuel Farm
- Hiring of Airport Manager Matt Neyens
- Aviation Day
- Tulip Time Fly-In

In addition, we have managed the airport's social media presence across Instagram, Facebook, and LinkedIn, creating consistent content that promotes airport initiatives, events, and community engagement. This has included managing Facebook events and paid advertising campaigns to increase awareness and attendance for public-facing events.

We were honored to support the planning and execution of the North Business Park ribbon cutting. Our team assisted with event support, speechwriting, guest invitations, logistics coordination, and outreach to key local stakeholders to help ensure a successful and professional event on a limited budget. We also stood ready to support a groundbreaking event for the North Business Park earlier in the year; however, timing shifted during the leadership transition.

Our creative team has also delivered valuable visual assets to elevate the airport's brand and communications efforts. This included capturing professional headshots for every board member, creating board member spotlight features, and designing a new airport brochure and pull-up banners, along with promotional flyers supporting the Tulip Time Fly-In, Aviation Day, and ribbon cutting activities.

Beyond communications execution, we have also worked to help connect the new airport director with relationships and resources throughout the broader community, helping accelerate engagement and collaboration.

We have additionally supported the airport with millage communications strategy planning and have remained prepared to assist with campaign communications. This strategic guidance helps ensure the airport is positioned to clearly communicate during the upcoming election.

Looking ahead, we are currently producing two additional video features yet this fiscal year—one highlighting Wings of Mercy and another featuring airport tenant Jeff Vos. These stories will further showcase the people, partnerships, and impact that make the airport an important regional asset.

Most importantly, through all of this work, the airport has had access to a full range of professional communications resources, including professional video production, graphic design, website development, social media management, public relations counsel, strategic messaging support, and more, for approximately half the cost of a single in-house marketing support position. This retainer cost of \$3,000 per month has not increased or changed since 2021.

Thank you for your continued partnership and trust.

Sincerely,

Leanne Schaeffer  
Partner  
Boileau & Co.

# West Michigan Airport Authority

**Meeting Date:** May 11, 2026

**Agenda Item:**

**Subject:** Financial Reports for 04/30/2026-Unaudited

**Prepared By:** Devon Bialik, City Finance

**Recommendation:** Accept Financial Reports as information

The West Michigan Airport Authority is ten months into fiscal year 2026. Attached are Budget Performance Reports and the Balance Sheets for the ten months ended April 30, 2026 (83.33% of the year).

## GENERAL FUND

### Revenues

Operating revenues for the first ten months totaled \$735,157.45, or 95.47% of budget, and are above expectations due to summer property tax payments from the City of Holland and the City of Zeeland as well as Personal Property Tax (PPT) loss reimbursements. March operating revenues include monthly franchise fees, quarterly hangar rentals invoiced, and quarterly/semi-annual hangar land leases billed out. The flight school franchise fee is recorded in a separate account and invoices through February 2026 have been paid.

### Expenses

Operating expenses for the first ten months totaled \$438,727.12, or 54.61% of budget. Lower than budgeted FBO management and snowplowing costs, the timing of mowing costs, and unused miscellaneous consulting costs are contributing to the lower than budgeted expenditures.

## CAPITAL FUND

### Revenues/Expenses

Capital revenues and expenses include funding for the portion of the project that is local only. The funding information for the remaining part of the project 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 2026 with a combined fund balance of \$2,572,197.

General Fund Assets totaled \$1,406,127.15 at April 30<sup>th</sup>, comprised mostly of cash. General Fund Liabilities totaled \$24,502.69 at April 30<sup>th</sup>, and represents unearned revenue (prepaid lease). The ending fund balance at April 30<sup>th</sup> is \$1,381,624.46.

The combined General and Capital funds cash balance at April 30<sup>th</sup> is \$2,580,728.

The preliminary estimate for a transfer from the General Fund to the Capital Fund indicates a potential transfer of \$10,514.



West Michigan Airport Authority Budget Performance Report

Balance As Of 04/30/2026

	25-26 Amended Budget	YTD Balance 04/30/2026	Available Balance 04/30/2026	% Bdg't Used	End Balance 06/30/2025	
<b>Fund: 110 WMAA (AIRPORT) GENERAL FUND</b>						
<b>Account Category: Revenues</b>						
000.000						
110-000.000-573.000	SMALL TAXPAYER PPT LOSS REIMBURSEMEN	22,800.00	13,873.26	8,926.74	60.85	(47,325.51)
110-000.000-581.100	CONTRIB FROM OTHER GOVTS-CITY OF HOL	148,800.00	146,763.98	2,036.02	98.63	(140,859.90)
110-000.000-581.110	CONTRIB FROM OTHER GOVTS-CITY OF ZEEL	87,500.00	70,376.30	17,123.70	80.43	(80,669.55)
110-000.000-581.210	CONTRIB FROM OTHER GOVTS-PARK TOWNSH	145,000.00	148,498.69	(3,498.69)	102.41	(144,302.23)
110-000.000-615.810	FRANCHISE FEES-FBO FRANCHISE	29,800.00	23,778.03	6,021.97	79.79	(28,947.01)
110-000.000-615.815	FRANCHISE FEES-FLIGHT SCHOOL	5,000.00	7,925.74	(2,925.74)	158.51	(12,060.31)
110-000.000-615.820	FRANCHISE FEES-FUEL FLOWAGE FEE	60,000.00	51,467.00	8,533.00	85.78	(73,128.57)
110-000.000-615.830	FRANCHISE FEES-LANDING FEES	27,000.00	23,283.20	3,716.80	86.23	(31,147.40)
110-000.000-665.000	INVESTMENT INCOME	30,000.00	21,190.71	8,809.29	70.64	(37,107.83)
110-000.000-665.900	INVESTMENT INCOME-MARKET ADJUSTMENT	0.00	0.00	0.00	0.00	(18,795.55)
110-000.000-665.905	RENTAL-AGRICULTURAL LAND LEASE	13,100.00	26,475.51	(13,375.51)	202.10	(12,738.74)
110-000.000-665.910	RENTAL-HANGAR LAND LEASE	133,200.00	135,172.37	(1,972.37)	101.48	(139,225.47)
110-000.000-665.915	RENTAL-T-HANGARS	57,600.00	58,000.00	(400.00)	100.69	(57,454.19)
110-000.000-665.920	RENTAL-AIRPORT BUSINESS CENTER	10,200.00	8,352.66	1,847.34	81.89	(9,900.25)
Total		770,000.00	735,157.45	34,842.55	95.47	(833,662.51)
Revenues		770,000.00	735,157.45	34,842.55	95.47	(833,662.51)
<b>Account Category: Expenditures</b>						
595.000						
110-595.000-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	0.00	0.00	0.00	0.00	306.00
Total		0.00	0.00	0.00	0.00	306.00
595.100						
110-595.100-701.000	PAYROLL-REGULAR	95,500.00	68,466.76	27,033.24	71.69	49,883.63
110-595.100-702.000	PAYROLL-TEMPORARY HELP	26,000.00	8,660.00	17,340.00	33.31	0.00
110-595.100-703.100	SPECIAL PAY ONE TIME PAYMENT	0.00	0.00	0.00	0.00	24,432.50
110-595.100-710.000	PAYROLL-VACATION/PTO GENERAL	0.00	2,622.55	(2,622.55)	100.00	8,344.67
110-595.100-710.500	PTO-PART-TIME ESTA	0.00	40.00	(40.00)	100.00	0.00
110-595.100-712.000	PAYROLL-HOLIDAYS	0.00	3,157.48	(3,157.48)	100.00	1,698.92
110-595.100-716.000	PAYROLL - MISCELLANEOUS	0.00	0.00	0.00	0.00	4,000.00
110-595.100-720.005	INSURANCE HEALTH	13,400.00	217.97	13,182.03	1.63	2,910.38
110-595.100-720.006	INSURANCE-HEALTH OPT OUT	0.00	2,469.82	(2,469.82)	100.00	80.18
110-595.100-720.007	INSURANCE - EMPLOYER HSA CONTRIBUTIO	0.00	0.00	0.00	0.00	350.00
110-595.100-720.010	INSURANCE DENTAL	700.00	17.58	682.42	2.51	10.55
110-595.100-720.030	INSURANCE-INCOME PROTECT (STD)	600.00	0.00	600.00	0.00	263.22
110-595.100-720.031	INSURANCE-LONG TERM DISABILITY	0.00	194.40	(194.40)	100.00	0.00
110-595.100-721.005	RETIREMENT CONTRIBUTION MERS DC	7,700.00	5,655.27	2,044.73	73.45	4,568.09
110-595.100-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	9,300.00	6,534.39	2,765.61	70.26	6,665.10
110-595.100-723.200	UNEMPLOYMENT COMP INSURANCE	0.00	0.00	0.00	0.00	3.20
110-595.100-723.500	WORKERS COMP INSURANCE	300.00	4.58	295.42	1.53	0.00
110-595.100-730.000	POSTAGE	100.00	0.00	100.00	0.00	14.55
110-595.100-740.000	OPERATING SUPPLIES GENERAL	2,000.00	168.29	1,831.71	8.41	2,975.66
110-595.100-741.000	OPERATING SUPPLIES-CONTROLLED CAPITA	3,000.00	1,125.16	1,874.84	37.51	0.00
110-595.100-801.000	CONTRACTUAL-LEGAL	28,000.00	33,994.00	(5,994.00)	121.41	39,550.00
110-595.100-802.005	CONTRACTUAL-AUDIT SERVICES	8,700.00	8,700.00	0.00	100.00	8,500.00
110-595.100-802.200	CONTRACTUAL-FISCAL AGENT SERVICES	30,800.00	27,665.00	3,135.00	89.82	37,863.00
110-595.100-802.250	CONTRACTUAL-BANK & CREDIT CARD FEES	0.00	18.05	(18.05)	100.00	0.00
110-595.100-803.000	CONTR-HUMAN RESOURCES	0.00	0.00	0.00	0.00	1,565.00



West Michigan Airport Authority Budget Performance Report

Balance As Of 04/30/2026

	25-26 Amended Budget	YTD Balance 04/30/2026	Available Balance 04/30/2026	% Bdgtd Used	End Balance 06/30/2025	
<b>Fund: 110 WMAA (AIRPORT) GENERAL FUND</b>						
<b>Account Category: Expenditures</b>						
595.100						
110-595.100-806.000	CONTRACTUAL-TECHNOLOGY	5,000.00	4,999.00	1.00	99.98	5,000.00
110-595.100-807.000	CONTRACTUAL-ARCHITECT/ENGINEER	10,000.00	2,737.00	7,263.00	27.37	1,600.00
110-595.100-807.415	CONTRACTUAL-ARCHITECT/ENGINEER	0.00	0.00	0.00	0.00	(48.95)
110-595.100-808.000	CONTR-BLDGS&GRNDS	14,200.00	10,563.08	3,636.92	74.39	988.38
110-595.100-808.002	CONTR-BLDGS&GRNDS SOLID WASTE DISPOS	1,000.00	364.38	635.62	36.44	977.57
110-595.100-808.801	CONTR-BLDGS&GRNDS MAINTENANCE GENERA	7,000.00	939.57	6,060.43	13.42	23,587.21
110-595.100-808.802	CONTR-BLDGS&GRNDS SNOWPLOWING	8,000.00	0.00	8,000.00	0.00	6,007.40
110-595.100-809.001	CONTRACTUAL-MISC CONSULTING	30,000.00	8,589.00	21,411.00	28.63	58,798.44
110-595.100-809.005	CONTRACTUAL-MISC AIRPORT FBO	0.00	0.00	0.00	0.00	1,406.79
110-595.100-812.100	CONTR-FBO MGMT SVCS	20,000.00	243.87	19,756.13	1.22	16,694.64
110-595.100-812.110	CONTR-FBO MOWING	91,100.00	17,872.06	73,227.94	19.62	71,264.72
110-595.100-812.115	CONTR-FBO SNOWPLOWING	115,000.00	55,650.36	59,349.64	48.39	113,668.00
110-595.100-812.120	CONTR-FBO GEN MAINTENANCE	19,000.00	5,270.65	13,729.35	27.74	18,415.60
110-595.100-812.125	FBO-DIESEL FUEL	0.00	1,076.61	(1,076.61)	100.00	0.00
110-595.100-816.000	CONTRACTUAL-SOFTWARE SUBSCRIPTIONS	5,000.00	3,269.97	1,730.03	65.40	6,041.39
110-595.100-851.000	COMMUNICATIONS CELLULAR REIMBURSEMEN	700.00	0.00	700.00	0.00	610.63
110-595.100-851.050	COMMUNICATIONS-CELLULAR DIRECT BILLE	0.00	0.00	0.00	0.00	307.66
110-595.100-901.000	PRINTING	2,000.00	48.38	1,951.62	2.42	8.56
110-595.100-902.000	PRINTING PUBLISHING-NEWS MEDIA	0.00	0.00	0.00	0.00	226.72
110-595.100-903.000	PRINTING ADVERTISING/PROMOTIONAL	15,000.00	4,100.00	10,900.00	27.33	43,412.63
110-595.100-903.005	CONTR-ADVERTISING/MARKETING	50,000.00	25,066.86	24,933.14	50.13	0.00
110-595.100-920.805	PUBLIC UTILITIES-FENCE GATES	600.00	399.81	200.19	66.64	517.58
110-595.100-920.810	PUBLIC UTILITIES-LANDING LIGHTS/SYST	4,500.00	3,026.70	1,473.30	67.26	4,171.69
110-595.100-920.815	PUBLIC UTILITIES-PARKING LOT LIGHTS	700.00	458.07	241.93	65.44	457.95
110-595.100-920.820	PUBLIC UTILITIES-RUNWAY LIGHTS	6,000.00	3,895.30	2,104.70	64.92	5,146.90
110-595.100-920.825	PUBLIC UTILITIES-T HANGARS	5,800.00	4,472.30	1,327.70	77.11	5,200.05
110-595.100-931.000	BLDG & GRNDS MAINT GENERAL	0.00	957.00	(957.00)	100.00	0.00
110-595.100-931.810	BLDG & GRNDS MAINT SIGNAGE	0.00	16.94	(16.94)	100.00	0.00
110-595.100-933.000	EQUIPMENT MAINTENANCE-GENERAL	0.00	5,800.25	(5,800.25)	100.00	1,344.16
110-595.100-933.015	EQUIPMENT MAINTENANCE-ILS LANDING	28,000.00	19,550.38	8,449.62	69.82	16,000.00
110-595.100-940.000	BUILDING RENTAL/LEASE	1,000.00	1,000.00	0.00	100.00	1,000.00
110-595.100-943.000	EQUIPMENT RENTAL/LEASE GENERAL	15,000.00	0.00	15,000.00	0.00	44,150.00
110-595.100-955.000	MISC. GENERAL	3,000.00	855.72	2,144.28	28.52	1,365.43
110-595.100-960.000	EDUCATION, TRAINING, CONF REGISTRATI	3,000.00	1,120.00	1,880.00	37.33	375.00
110-595.100-961.000	TRAVEL, MEALS, MILEAGE	3,000.00	2,144.21	855.79	71.47	1,578.05
110-595.100-961.100	EMPLOYEE RECRUITMENT	0.00	0.00	0.00	0.00	7,238.79
110-595.100-962.000	INSURANCE PREMIUMS	41,500.00	38,089.00	3,411.00	91.78	36,098.00
110-595.100-964.001	REFUNDS-PRIOR YEAR PROPERTY TAX	0.00	72.01	(72.01)	100.00	75.92
110-595.100-965.000	DUES & SUBSCRIPTIONS	4,000.00	286.38	3,713.62	7.16	488.51
110-595.100-969.200	WRITE-OFFS UNCOLL PROPERTY TAXES	0.00	0.00	0.00	0.00	294.09
110-595.100-977.000	MACHINERY & EQUIPMENT GENERAL	0.00	0.00	0.00	0.00	1,186.31
<b>Total</b>		<b>735,200.00</b>	<b>392,646.16</b>	<b>342,553.84</b>	<b>53.41</b>	<b>689,334.47</b>
595.200						
110-595.200-808.001	CONTR-BLDGS&GRNDS JANITORIAL	12,500.00	9,250.97	3,249.03	74.01	9,385.88
110-595.200-850.000	COMMUNICATIONS TELEPHONE	7,800.00	5,580.00	2,220.00	71.54	8,125.38
110-595.200-901.000	PRINTING	1,700.00	68.08	1,631.92	4.00	764.15
110-595.200-920.005	PUBLIC UTILITIES-HBPW	19,500.00	14,455.18	5,044.82	74.13	18,768.81



West Michigan Airport Authority Budget Performance Report

Balance As of 04/30/2026

	25-26 Amended Budget	YTD Balance 04/30/2026	Available Balance 04/30/2026	% Bdg't Used	End Balance 06/30/2025	
<b>Fund: 110 WMAA (AIRPORT) GENERAL FUND</b>						
<b>Account Category: Expenditures</b>						
595.200						
110-595.200-921.010	PUBLIC UTILITIES-NATURAL GAS	5,500.00	4,724.25	775.75	85.90	4,986.25
110-595.200-931.000	BLDG & GRNDS MAINT GENERAL	8,000.00	6,072.08	1,927.92	75.90	5,087.84
110-595.200-933.000	EQUIPMENT MAINTENANCE-GENERAL	10,000.00	3,339.50	6,660.50	33.40	12,624.73
110-595.200-946.000	OFFICE EQUIP RENTAL/LEASE	3,200.00	2,590.90	609.10	80.97	(201.94)
110-595.200-991.500	PRINCIPAL PMT-LEASE	0.00	0.00	0.00	0.00	2,452.00
110-595.200-993.500	INTEREST-LEASE	0.00	0.00	0.00	0.00	368.00
Total		68,200.00	46,080.96	22,119.04	67.57	62,361.10
965.000						
110-965.000-995.410	TRANSFER TO WMAA CAPITAL FUND	0.00	0.00	0.00	0.00	134,000.00
Total		0.00	0.00	0.00	0.00	134,000.00
Expenditures		803,400.00	438,727.12	364,672.88	54.61	886,001.57
<b>Fund 110 - WMAA (AIRPORT) GENERAL FUND:</b>						
TOTAL REVENUES		770,000.00	735,157.45	34,842.55	95.47	(833,662.51)
TOTAL EXPENDITURES		803,400.00	438,727.12	364,672.88	54.61	886,001.57
NET OF REVENUES & EXPENDITURES:		(33,400.00)	296,430.33	(329,830.33)		(52,339.06)



West Michigan Airport Authority Budget Performance Report

Balance As of 04/30/2026

	25-26 Amended Budget	YTD Balance 04/30/2026	Available Balance 04/30/2026	% Bdgt Used	End Balance 06/30/2025	
<b>Fund: 410 WMAA (AIRPORT) CAPITAL PROJECTS</b>						
<b>Account Category: Revenues</b>						
000.000						
410-000.000-538.000	FEDERAL GRANT-FEDERAL CAPITAL	1,520,500.00	13,170.71	1,507,329.29	0.87	(27,044.59)
410-000.000-579.000	STATE GRANT-MDOT CAPITAL	84,300.00	7,424.35	76,875.65	8.81	(6,656.09)
410-000.000-665.000	INVESTMENT INCOME	30,000.00	22,985.31	7,014.69	76.62	(30,795.35)
410-000.000-665.900	INVESTMENT INCOME-MARKET ADJUSTMENT	0.00	0.00	0.00	0.00	(20,343.35)
410-000.000-683.000	MISCELLANEOUS REVENUE	0.00	0.00	0.00	0.00	(917.95)
410-000.000-699.110	TRANSFER FROM WMAA GENERAL FUND	69,000.00	0.00	69,000.00	0.00	(134,000.00)
Total		1,703,800.00	43,580.37	1,660,219.63	2.56	(219,757.33)
Revenues		1,703,800.00	43,580.37	1,660,219.63	2.56	(219,757.33)
<b>Account Category: Expenditures</b>						
000.000						
410-000.000-802.250	CONTRACTUAL-BANK & CREDIT CARD FEES	0.00	18.82	(18.82)	100.00	0.00
Total		0.00	18.82	(18.82)	100.00	0.00
595.000						
410-595.000-807.000	CONTRACTUAL-ARCHITECT/ENGINEER	0.00	0.00	0.00	0.00	10,600.55
410-595.000-807.415	CONTRACTUAL-ARCHITECT/ENGINEER	15,000.00	29,910.71	(14,910.71)	199.40	0.00
410-595.000-974.000	LAND IMPROVEMENTS GENERAL	1,952,000.00	248,148.32	1,703,851.68	12.71	34,659.28
410-595.000-977.000	MACHINERY & EQUIPMENT GENERAL	65,000.00	64,197.44	802.56	98.77	0.00
Total		2,032,000.00	342,256.47	1,689,743.53	16.84	45,259.83
Expenditures		2,032,000.00	342,275.29	1,689,724.71	16.84	45,259.83
<b>Fund 410 - WMAA (AIRPORT) CAPITAL PROJECTS:</b>						
TOTAL REVENUES		1,703,800.00	43,580.37	1,660,219.63	2.56	(219,757.33)
TOTAL EXPENDITURES		2,032,000.00	342,275.29	1,689,724.71	16.84	45,259.83
NET OF REVENUES & EXPENDITURES:		(328,200.00)	(298,694.92)	(29,505.08)		174,497.50



# Balance Sheet

Through 04/30/26

Detail Listing

Exclude Rollup Account

Account	Account Description	FY 2025 Actual	FY 2026 YTD
Fund Category <b>GOVERNMENTAL</b>			
Fund Type <b>GENERAL FUND</b>			
Fund <b>110 - WMAA (Airport) General Fund</b>			
<b>ASSETS</b>			
110-000.000-001.675	Cash Due from Cash/Inv Pool	1,203,132.84	1,390,918.08
110-000.000-018.000	Accounts Receivable General	10,476.82	15,250.95
110-000.000-028	Prior Years Taxes Receivables	294.92	253.04
110-000.000-031.000	Allowance for Uncollectible Taxes	(294.92)	(294.92)
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	16.00	-
110-000.000-090.000	Accounts Receivable In/Out	-	-
110-000.000-123.000	Prepaid Items General	-	-
	<b>ASSETS TOTALS</b>	<u>1,213,625.66</u>	<u>1,406,127.15</u>
<b>LIABILITIES AND FUND EQUITY</b>			
<b>LIABILITIES</b>			
110-000.000-202.000	Accounts Payable General	57,159.39	-
110-000.000-201.000	Contracts Payable	-	-
110-000.000-257.000	Accrued Wages Payable General	8,996.70	-
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	62,275.44	24,502.69
	<b>LIABILITIES TOTALS</b>	<u>128,431.53</u>	<u>24,502.69</u>
<b>FUND EQUITY</b>			
110-000.000-385.000	Fund Balance - Assigned (By Action) Business Center	125,000.00	125,000.00
110-000.000-390.000	Fund Balance-Unassigned	960,194.13	1,256,624.46
	<b>FUND EQUITY TOTALS</b>	<u>1,085,194.13</u>	<u>1,381,624.46</u>
	<b>LIABILITIES AND FUND EQUITY</b>	<u>1,213,625.66</u>	<u>1,406,127.15</u>
	<b>Fund Balance, Beginning</b>		1,381,624.46
	<b>Remaining Budget Revenues</b>		34,842.55
	<b>Remaining Budget Expenditures</b>		(364,672.88)
	<b>Fund Balance, Estimated Ending</b>		<u>1,051,794.13</u>
	<b>Fund Balance % of Budgeted Expenditures</b>		<u>133%</u>
	<u>Year-End Transfer to Capital</u>		
	<b>FY 2025 Ending Fund Balance (Unassigned)</b>		960,194.13
	<b>2026 Budgeted Expenditures</b>		791,400.00
	<b>Fund Balance % of Budgeted Expenditures</b>		121%
	<b>Proposed Transfer of amount &gt; 120% max range</b>		<u>10,514.13</u>



# Balance Sheet

Through 04/30/26

Detail Listing

Exclude Rollup Account

Account	Account Description	Prior Year Total Actual	Current YTD Balance
Fund Category <b>GOVERNMENTAL</b>			
Fund Type <b>CAPITAL PROJECT FUNDS</b>			
Fund <b>410 - WMAA (Airport) Capital Projects</b>			
<b>ASSETS</b>			
410-000.000-001.675	Cash Due from Cash/Inv Pool	1,490,810	1,189,810
410-000.000-078.000	Due from State of Michigan Due from State-Aeronautics	-	-
<b>ASSETS TOTALS</b>		<b>1,490,810</b>	<b>1,189,810</b>
<b>LIABILITIES AND FUND EQUITY</b>			
<b>LIABILITIES</b>			
410-000.000-202.000	Accounts Payable General	2,305	-
410-000.000-228.410	Due To State of Michigan	1,503	1,503
<b>LIABILITIES TOTALS</b>		<b>3,807</b>	<b>1,503</b>
<b>FUND EQUITY</b>			
410-000.000-390.000	Fund Balance-Unassigned	1,487,003	1,188,308
<b>FUND EQUITY TOTALS</b>		<b>1,487,003</b>	<b>1,188,308</b>
<b>LIABILITIES AND FUND EQUITY TOTALS</b>		<b>1,490,810</b>	<b>1,189,810</b>

CASH DISBURSEMENT REPORT WMAA FOR CITY OF HOLLAND

EXP CHECK RUN DATES 04/01/2026 - 04/30/2026

POSTED  
PAID

Invoice Number	Date Paid	Approval Department	Paid By Check Number	Vendor Name	Description	Inv Amt
745307	04/09/2026	AIR	16498	123.NET-ACH	AIRPORT - MONTHLY PHONE CHARGES 04/01/26 - 04/30/2	620.00
IN-910473486	04/09/2026	AIR	94858	ALLIED UNIVERSAL TECHNOLOGY SERVICES	AIRPORT - SERVICE FOR SECURITY SYSTEM	262.96
3346485	04/09/2026	AIR	94859	ARROWASTE INC.	AIRPORT - MTHLY DUMPSTER CHARGES	53.60
MARCH 2026	04/09/2026	AIR	16500	AVFLIGHT HOLLAND CORPORTATION - ACH	AIRPORT FBO CHARGES FOR MARCH 2026	141.63
27498	04/16/2026	AIR	94961	BOILEAU & CO.	AIRPORT - MONTHLY BILLING FOR MARKETING	3,000.00
43046400	04/16/2026	AIR	16547	CANON FINANCIAL SERVICES INC. - ACH	AIRPORT - MONTHLY CANNON LEASE	288.56
374715	04/09/2026	AIR	94860	CUNNINGHAM DALMAN P.C.	AIRPORT - OLD BILL FROM OCT 2025/SENT TO OLD EMAIL	175.50
383759	04/23/2026	AIR	95042	CUNNINGHAM DALMAN P.C.	AIRPORT - PROFESSIONAL FEES HANGAR LEASES	58.50
383760	04/23/2026	AIR	95042	CUNNINGHAM DALMAN P.C.	AIRPORT - PROFESSIONAL FEES - COASTAL CONTAINER	696.50
383758	04/23/2026	AIR	95042	CUNNINGHAM DALMAN P.C.	AIRPORT - LEGAL FEES - GENERAL MATTERS	916.50
S106803966.002	04/30/2026	AIR	16615	ETNA SUPPLY CO - ACH	AIRPORT - PLUMBING PARTS FOR BATHROOMS	190.00
S106804011.001	04/30/2026	AIR	16615	ETNA SUPPLY CO - ACH	AIRPORT - PARTS FOR THE BATHROOMS	580.00
260541	04/02/2026	AIR	94769	HAVEMAN ELECTRICAL SERVICES	AIRPORT - FIX CEILING MOUNTED MOTION SENSOR	161.07
BPR0417C	04/23/2026	AIR	95043	HOLLAND BOARD OF PUBLIC WORKS	AIRPORT - UTILITIES 03/08/26 - 04/08/26	2,649.52
1751	04/16/2026	AIR	94962	JOSE S MARROQUIN MELENDDEZ	AIRPORT - CLEANING OF THE CARPETS	465.00
1755	04/30/2026	AIR	95105	JOSE S MARROQUIN MELENDDEZ	AIRPORT - MONTHLY CLEANING SERVICES - 03/20/26 -0	720.00
MAY 2026	04/23/2026	FIN	16585	MADISON NATIONAL LIFE CO, INC - ACH	102906800000000	5,873.87
405448	04/30/2026	AIR	16622	MEAD & HUNT INC - ACH	AIRPORT - WEST APRON REHABILITATION PROJECT	10,355.36
74656	04/23/2026	AIR	16587	MENARDS INC - ACH	AIRPORT - NECESSARY SUPPLIES FOR FLOAT	281.91
24892	04/30/2026	AIR	16640	MICHIGAN WEST COAST CHAMBER OF COMMERCE	AIRPORT - WEST COAST CHAMBER/DAVID VANDERMOLLEN	35.00
24893	04/30/2026	AIR	16640	MICHIGAN WEST COAST CHAMBER OF COMMERCE	AIRPORT - WEST COAST CHAMBER/JUSTIN ROEBUCK	15.00
E00800Z4DWS	04/30/2026	AIR	16640	PCARD - MICROSOFT PURCHASES	AIRPORT - SOFTWARE FROM MICROSOFT TEAMS SOFTWARE	51.00
20025	04/30/2026	AIR	16640	PCARD - MISC	AIRPORT - GENESIS LAMP ORDER #20025	550.38
121515536620	04/30/2026	AIR	16640	PCARD - MISC	AIRPORT - VOLKSPARADE	25.00
121518509446	04/30/2026	AIR	16640	PCARD - MISC	AIRPORT - KINDERPARADE APPLICTION	25.00
3394021444	04/30/2026	AIR	16640	PCARD - MISC	AIRPORT - ACROBAT PRO SOFTWARE	21.19
AIRPORT 2026-0	04/30/2026	FIN	16663	SEMCO ENERGY GAS COMPANY - ACH	NATURAL GAS	721.05
7009596046	04/30/2026	AIR	16628	STAPLES - ACH	AIRPORT - OFFICE SUPPLIES	51.75
BLR515187	04/09/2026	AIR	94861	STATE OF MICHIGAN	AIRPORT - BOILER CERTIFICATE INSPECTION FEE/CONST	160.00
223485154	04/30/2026	AIR	16630	TRU GREEN LIMITED PARTNERSHIP - ACH	AIRPORT - LAWN CARE SERVICES	86.70
3443109	04/16/2026	AIR	94963	USDA, APHIS, GENERAL	AIRPORT - QTRLY BILLING FOR SERVICES	1,957.78
1060048756	04/02/2026	AIR	16493	WEST MICHIGAN UNIFORM - ACH	AIRPORT SUPPLIES	57.82
1060052004	04/16/2026	AIR	16566	WEST MICHIGAN UNIFORM - ACH	AIRPORT - SUPPLIES	73.64
1060055204	04/30/2026	AIR	16634	WEST MICHIGAN UNIFORM - ACH	AIRPORT - WEEKLY SUPPLIES	106.64
Report Total:						31,428.43

Madison National Life Co. - airport portion is \$18.64

**West Michigan Airport Authority**

**General Fund Proposed Budget: 2027**

GL Number	Description	FY 2025 Actual	FY 2026 Budget	FY 2026 Projected	FY 2027 Proposed
<i>Revenues</i>					
110-000.000-573.000	SMALL TAXPAYER PPT LOSS REIMBURSEMENT	47,326.00	22,800.00	19,200.00	18,900.00
110-000.000-581.100	CONTRIB FROM OTHER GOVTS-CITY OF HOLLAND	140,860.00	148,800.00	148,800.00	154,000.00
110-000.000-581.110	CONTRIB FROM OTHER GOVTS-CITY OF ZEELAND	80,670.00	87,500.00	87,500.00	90,000.00
110-000.000-581.210	CONTRIB FROM OTHER GOVTS-PARK TOWNSHIP	144,302.00	145,000.00	145,000.00	149,000.00
110-000.000-615.810	FRANCHISE FEES-FBO FRANCHISE	28,947.00	29,800.00	28,600.00	29,300.00
110-000.000-615.815	FRANCHISE FEES-FLIGHT SCHOOL	12,060.00	5,000.00	9,600.00	9,800.00
110-000.000-615.820	FRANCHISE FEES-FUEL FLOWAGE FEE	73,129.00	60,000.00	68,500.00	63,000.00
110-000.000-615.830	FRANCHISE FEES-LANDING FEES	31,147.00	27,000.00	15,000.00	27,000.00
110-000.000-665.000	INVESTMENT INCOME	37,108.00	30,000.00	11,000.00	30,000.00
110-000.000-665.900	INVESTMENT INCOME-MARKET ADJUSTMENT	18,796.00	-	-	-
110-000.000-665.905	RENTAL-AGRICULTURAL LAND LEASE	12,739.00	13,100.00	19,800.00	13,800.00
110-000.000-665.910	RENTAL-HANGAR LAND LEASE	139,225.00	133,200.00	141,000.00	145,500.00
110-000.000-665.915	RENTAL-T-HANGARS	57,454.00	57,600.00	58,100.00	79,700.00
110-000.000-665.920	RENTAL-AIRPORT BUSINESS CENTER	9,900.00	10,200.00	10,100.00	10,300.00
Total Revenues		833,663.00	770,000.00	762,200.00	820,300.00
<i>Expenditures</i>					
110-595.000-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	306.00	-	-	-
110-595.100-701.000	PAYROLL-REGULAR	49,884.00	95,500.00	83,600.00	89,300.00
110-595.100-702.000	PAYROLL-TEMPORARY HELP	-	26,000.00	11,800.00	26,000.00
110-595.100-703.100	SPECIAL PAY ONE TIME PAYMENT	24,433.00	-	-	-
110-595.100-710.000	PAYROLL-VACATION/PTO GENERAL	8,345.00	-	5,300.00	5,700.00
110-595.100-710.500	PTO-PART-TIME ESTA	-	-	-	-
110-595.100-712.000	PAYROLL-HOLIDAYS	1,699.00	-	3,600.00	3,800.00
110-595.100-716.000	PAYROLL - MISCELLANEOUS	4,000.00	-	-	-
110-595.100-720.005	INSURANCE HEALTH	2,910.00	13,400.00	-	-
110-595.100-720.006	INSURANCE-HEALTH OPT OUT	80.00	-	3,000.00	3,000.00
110-595.100-720.007	INSURANCE - EMPLOYER HSA CONTRIBUTION	350.00	-	-	-
110-595.100-720.010	INSURANCE DENTAL	11.00	700.00	-	-
110-595.100-720.030	INSURANCE-INCOME PROTECT (STD)	263.00	600.00	-	600.00
110-595.100-720.031	INSURANCE-LONG TERM DISABILITY	-	-	200.00	200.00
110-595.100-721.005	RETIREMENT CONTRIBUTION MERS DC	4,568.00	7,700.00	7,600.00	8,100.00
110-595.100-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	6,665.00	9,300.00	8,200.00	9,800.00
110-595.100-723.200	UNEMPLOYMENT COMP INSURANCE	3.00	-	-	-
110-595.100-723.500	WORKERS COMP INSURANCE	-	300.00	-	300.00
110-595.100-730.000	POSTAGE	15.00	100.00	-	500.00
110-595.100-740.000	OPERATING SUPPLIES GENERAL	2,976.00	2,000.00	500.00	2,500.00
110-595.100-741.000	OPERATING SUPPLIES-CONTROLLED CAPITAL	-	3,000.00	1,100.00	-
110-595.100-801.000	CONTRACTUAL-LEGAL	39,550.00	28,000.00	38,000.00	30,000.00
110-595.100-802.005	CONTRACTUAL-AUDIT SERVICES	8,500.00	8,700.00	8,700.00	9,000.00
110-595.100-802.200	CONTRACTUAL-FISCAL AGENT SERVICES	37,863.00	30,800.00	33,200.00	34,000.00
110-595.100-802.250	CONTRACTUAL-BANK & CREDIT CARD FEES	-	-	-	-
110-595.100-803.000	CONTR-HUMAN RESOURCES	1,565.00	-	-	-
110-595.100-806.000	CONTRACTUAL-TECHNOLOGY	5,000.00	5,000.00	5,000.00	5,000.00
110-595.100-807.000	CONTRACTUAL-ARCHITECT/ENGINEER	1,600.00	10,000.00	8,300.00	10,000.00
110-595.100-807.415	CONTRACTUAL-ARCHITECT/ENGINEER	(49.00)	-	-	-
110-595.100-808.000	CONTR-BLDGS&GRNDS	988.00	14,200.00	13,600.00	14,000.00
110-595.100-808.002	CONTR-BLDGS&GRNDS SOLID WASTE DISPOSAL	978.00	1,000.00	700.00	800.00
110-595.100-808.801	CONTR-BLDGS&GRNDS MAINTENANCE GENERAL RE	23,587.00	7,000.00	3,000.00	7,000.00
110-595.100-808.802	CONTR-BLDGS&GRNDS SNOWPLOWING	6,007.00	8,000.00	2,000.00	6,000.00
110-595.100-809.001	CONTRACTUAL-MISC CONSULTING	58,798.00	30,000.00	8,600.00	-
110-595.100-809.005	CONTRACTUAL-MISC AIRPORT FBO	1,407.00	-	-	-
110-595.100-812.100	CONTR-FBO MGMT SVCS	16,695.00	20,000.00	5,000.00	15,000.00
110-595.100-812.110	CONTR-FBO MOWING	71,265.00	91,100.00	55,000.00	70,000.00
110-595.100-812.115	CONTR-FBO SNOWPLOWING	113,668.00	115,000.00	80,000.00	100,000.00
110-595.100-812.120	CONTR-FBO GEN MAINTENANCE	18,416.00	19,000.00	10,000.00	19,000.00
110-595.100-812.125	FBO-DIESEL FUEL	-	-	2,500.00	5,000.00
110-595.100-816.000	CONTRACTUAL-SOFTWARE SUBSCRIPTIONS	6,041.00	5,000.00	3,500.00	3,500.00

**West Michigan Airport Authority**

**General Fund Proposed Budget: 2027**

GL Number	Description	FY 2025	FY 2026	FY 2026	FY 2027
		Actual	Budget	Projected	Proposed
110-595.100-851.000	COMMUNICATIONS CELLULAR REIMBURSEMENT	611.00	700.00	-	700.00
110-595.100-851.050	COMMUNICATIONS-CELLULAR DIRECT BILLED	308.00	-	-	-
110-595.100-901.000	PRINTING	9.00	2,000.00	2,000.00	3,000.00
110-595.100-902.000	PRINTING PUBLISHING-NEWS MEDIA	227.00	-	-	-
110-595.100-903.000	PRINTING ADVERTISING/PROMOTIONAL	43,413.00	15,000.00	10,000.00	15,000.00
110-595.100-903.005	CONTR-ADVERTISING/MARKETING	-	50,000.00	35,000.00	50,000.00
110-595.100-920.805	PUBLIC UTILITIES-FENCE GATES	518.00	600.00	600.00	600.00
110-595.100-920.810	PUBLIC UTILITIES-LANDING LIGHTS/SYSTEM	4,172.00	4,500.00	4,000.00	4,600.00
110-595.100-920.815	PUBLIC UTILITIES-PARKING LOT LIGHTS	458.00	700.00	700.00	700.00
110-595.100-920.820	PUBLIC UTILITIES-RUNWAY LIGHTS	5,147.00	6,000.00	5,200.00	6,000.00
110-595.100-920.825	PUBLIC UTILITIES-T HANGARS	5,200.00	5,800.00	5,100.00	6,000.00
110-595.100-931.000	BLDG & GRNDS MAINT GENERAL	-	-	-	-
110-595.100-931.810	BLDG & GRNDS MAINT SIGNAGE	-	-	-	-
110-595.100-933.000	EQUIPMENT MAINTENANCE-GENERAL	1,344.00	-	4,800.00	4,000.00
110-595.100-933.015	EQUIPMENT MAINTENANCE-ILS LANDING	16,000.00	28,000.00	24,000.00	40,000.00
110-595.100-939.000	VEHICLE MAINTENANCE GENERAL	-	-	-	8,000.00
110-595.100-940.000	BUILDING RENTAL/LEASE	1,000.00	1,000.00	1,000.00	1,000.00
110-595.100-943.000	EQUIPMENT RENTAL/LEASE GENERAL	44,150.00	15,000.00	4,000.00	10,000.00
110-595.100-955.000	MISC. GENERAL	1,365.00	3,000.00	1,200.00	3,000.00
110-595.100-960.000	EDUCATION, TRAINING, CONF REGISTRATION	375.00	3,000.00	3,000.00	3,000.00
110-595.100-961.000	TRAVEL, MEALS, MILEAGE	1,578.00	3,000.00	3,000.00	3,000.00
110-595.100-961.100	EMPLOYEE RECRUITMENT	7,239.00	-	-	-
110-595.100-962.000	INSURANCE PREMIUMS	36,098.00	41,500.00	38,100.00	42,500.00
110-595.100-964.001	REFUNDS-PRIOR YEAR PROPERTY TAX	76.00	-	100.00	100.00
110-595.100-965.000	DUES & SUBSCRIPTIONS	489.00	4,000.00	500.00	4,500.00
110-595.100-969.200	WRITE-OFFS UNCOLL PROPERTY TAXES	294.00	-	-	-
110-595.100-977.000	MACHINERY & EQUIPMENT GENERAL	1,186.00	-	-	-
110-595.200-808.001	CONTR-BLDGS&GRNDS JANITORIAL	9,386.00	12,500.00	12,200.00	12,500.00
110-595.200-850.000	COMMUNICATIONS TELEPHONE	8,125.00	7,800.00	6,800.00	7,000.00
110-595.200-901.000	PRINTING	764.00	1,700.00	400.00	1,700.00
110-595.200-920.005	PUBLIC UTILITIES-HBPW	18,769.00	19,500.00	19,300.00	20,000.00
110-595.200-921.010	PUBLIC UTILITIES-NATURAL GAS	4,986.00	5,500.00	6,000.00	5,700.00
110-595.200-931.000	BLDG & GRNDS MAINT GENERAL	5,088.00	8,000.00	6,600.00	8,000.00
110-595.200-933.000	EQUIPMENT MAINTENANCE-GENERAL	12,625.00	10,000.00	10,000.00	17,000.00
110-595.200-946.000	OFFICE EQUIP RENTAL/LEASE	(202.00)	3,200.00	3,100.00	3,100.00
110-595.200-991.500	PRINCIPAL PMT-LEASE	2,452.00	-	-	-
110-595.200-993.500	INTEREST-LEASE	368.00	-	-	-
110-965.000-995.410	TRANSFER TO WMAA CAPITAL FUND	134,000.00	-	69,000.00	35,100.00
Total Expenditures		886,005.00	803,400.00	677,700.00	793,900.00
Fund 110 - WMAA (AIRPORT) GENERAL FUND:					
TOTAL ESTIMATED REVENUES		833,663.00	770,000.00	762,200.00	820,300.00
TOTAL APPROPRIATIONS		886,005.00	803,400.00	677,700.00	793,900.00
NET OF REVENUES & APPROPRIATIONS:		(52,342.00)	(33,400.00)	84,500.00	26,400.00
BEG. FUND BALANCE		1,137,533.00	1,085,194.00	1,085,194.00	1,169,694.00
END FUND BALANCE		1,085,191.00	1,051,794.00	1,169,694.00	1,196,094.00
		128%	135%	160%	147%

**West Michigan Airport Authority**

**Capital Fund Proposed Budget: 2027**

GL Number	Description	FY 2025 Actual	FY 2026 Budget	FY 2026 Projected	FY 2027 Proposed
<i>Revenues</i>					
410-000.000-538.000	FEDERAL GRANT-FEDERAL CAPITAL	27,045.00	13,171.00	1,520,500.00	3,128,994.00
410-000.000-579.000	STATE GRANT-MDOT CAPITAL	6,656.00	7,424.00	84,300.00	173,833.00
410-000.000-665.000	INVESTMENT INCOME	30,795.00	20,458.00	30,000.00	30,600.00
410-000.000-665.900	INVESTMENT INCOME-MARKET ADJUSTMENT	20,343.00	-	-	-
410-000.000-683.000	MISCELLANEOUS REVENUE	918.00	-	-	-
410-000.000-699.110	TRANSFER FROM WMAA GENERAL FUND	134,000.00	-	69,000.00	35,100.00
Estimated Revenues		219,757.00	41,053.00	1,703,800.00	3,368,527.00
<i>Appropriations</i>					
410-000.000-802.250	CONTRACTUAL-BANK & CREDIT CARD FEES	-	19.00	-	-
410-595.000-807.000	CONTRACTUAL-ARCHITECT/ENGINEER	10,601.00	-	-	-
410-595.000-807.415	CONTRACTUAL-ARCHITECT/ENGINEER	-	19,555.00	15,000.00	15,000.00
410-595.000-974.000	LAND IMPROVEMENTS GENERAL	34,659.00	15,787.00	1,952,000.00	546,660.00
410-595.000-974.000-26-	LAND IMPROVEMENTS GENERAL	-	232,361.00	-	2,930,000.00
410-595.000-977.000	MACHINERY & EQUIPMENT GENERAL	-	64,197.00	65,000.00	75,000.00
Appropriations		45,260.00	331,919.00	2,032,000.00	3,566,660.00
TOTAL ESTIMATED REVENUES		219,757.00	41,053.00	1,703,800.00	3,368,527.00
TOTAL APPROPRIATIONS		45,260.00	331,919.00	2,032,000.00	3,566,660.00
NET OF REVENUES & APPROPRIATIONS:		174,497.00	(290,866.00)	(328,200.00)	(198,133.00)
BEG. FUND BALANCE		1,312,505.00	1,487,003.00	1,487,003.00	1,158,803.00
END FUND BALANCE		1,487,002.00	1,196,137.00	1,158,803.00	960,670.00

**West Michigan Airport Authority**

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

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



**RESOLUTION TO APPROVE THE PROPOSED ANNUAL BUDGET AND CERTIFY MILLAGE  
AMOUNT FOR FISCAL YEAR 2027**

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**Whereas**, the West Michigan Airport Authority annual budget for the fiscal year July 1, 2026 through June 30, 2027 was presented to the Authority on April 13<sup>th</sup>, 2026; and

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

**Whereas**, the Airport Authority held a public hearing concerning the proposed budget on May 11<sup>th</sup>, 2026, at the Airport Business Center, 60 Geurink Blvd. Holland, MI 49423;

**Now, Therefore Be It Resolved**, that the West Michigan Airport Authority Board approves the fiscal year 2027 operating and capital budgets as presented; and

**Be It Further Resolved**, that the .10 property tax millage rate to support the proposed budget is part of this approval; and

**Be It Further Resolved** that the Airport Authority does hereby adopt the Annual Budget, of Estimated Revenues and Appropriations, by departmental unit, for all funds as therein presented, to include any modifications approved at the time of the public hearing, for the fiscal year July 1, 2026 through June 30, 2027; and

**Be It Further Resolved** that the Airport Authority Manager is hereby authorized to administer appropriation adjustments to the budgets of the fiscal year 2025-26, to the extent that such adjustments do not exceed the 2025-26 *Revised Estimates*, as outlined in the fiscal year 2026-27 annual budget; and

**Be it Further Resolved** that all open encumbrances at June 30, 2026 will be liquidated and re-established as of July 1, 2026. The Fiscal Agent, City of Holland Finance Office, is hereby authorized to increase overall fund appropriations in the fiscal year 2026-27, directly from *Fund Balance - Unassigned*, equal to re-establish encumbrances; and

**Be It Further Resolved** that the Airport Authority Manager is instructed to notify the member governmental units of the .10 property millage rate for fiscal year 2027.

**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 January 29, 2026 attached hereto and made a part hereof.

**PROJECT DESCRIPTION: REHABILITATE TAXIWAY-A (~6,150') INCLUDING 3 MIDFIELD CONNECTORS-DESIGN**

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) 9, 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 .....	\$196,265
Maximum MDOT Share .....	\$8,941
SPONSOR Share .....	\$8,943
<i>Estimated</i> PROJECT COST .....	\$214,149

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 a light blue and green color scheme. It features a stylized map of Michigan on the left, with the letters "MDOT" in a large, bold, serif font to its right. Below "MDOT", the full name "Michigan Department of Transportation" is written in a smaller, sans-serif font.

**EXHIBIT 1**  
**PARK TOWNSHIP**  
**HOLLAND, MICHIGAN**

Project No. B-26-0045-4525  
 Job No. 209434PE  
**AIP**

1/29/2026

	Eligibility	Federal	State	Local	Total	Job Number
<b>DESIGN (PE)</b>		<b>\$ 196,265.00</b>	<b>\$ 8,941.00</b>	<b>\$ 8,943.00</b>	<b>\$ 214,149.00</b>	
Rehabilitate Taxiway-A (~6,150') including 3 midfield connectors-Design	90%	\$ 129,144.00	\$ 7,175.00	\$ 7,175.00	\$ 143,494.00	209434
Rehabilitate Taxiway-A (~6,150') including 3 midfield connectors-Design	95%	\$ 64,528.00	\$ 1,698.00	\$ 1,699.00	\$ 67,925.00	209434
IFE	95%	\$ 2,593.00	\$ 68.00	\$ 69.00	\$ 2,730.00	209434

	Federal	State	Local	Total
<b>TOTAL PROJECT BUDGET</b>	<b>\$ 196,265.00</b>	<b>\$ 8,941.00</b>	<b>\$ 8,943.00</b>	<b>\$ 214,149.00</b>
209434	\$ 196,265.00	\$ 8,941.00	\$ 8,943.00	\$ 214,149.00
<b>TOTAL PROJECT PERCENTAGE</b>	<b>91.65%</b>	<b>4.18%</b>	<b>4.18%</b>	<b>100.00%</b>
209434	91.65%	4.18%	4.18%	100.00%

**Federal Billing Breakdown: JN 209434**

Bill 1	\$ 1,799.00	3-26-SBGP-14423	Awarded 8/4/2023
Bill 2	\$ 127,345.00	3-26-SBGP-16524	Awarded 8/22/2024
Bill 3	\$ 67,121.00	3-26-SBGP-19525	Awarded 9/9/2025

**Bid Date & Type:**

N/A

**Performance End Date:**

8/3/2027 SBGP 14423  
 8/21/2028 SBGP 16524  
 9/8/2029 SBGP 19525

**MAC Approval:**

3/25/2026

**INITIATOR:**

PN

**QA:**

ZB

**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 UEI Number: 06-549-4016
4. Amount of Federal funds: \$196,265
5. Federal Grant Number(s): SBGP 14423; 16524; 19525
6. Grant Award Date(s): 8/4/23; 8/22/24; 9/9/25
7. MDOT Project Number: B-26-0045-4525
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; 165-2024; 195-2025
11. Federal Award Date: 8/4/23; 8/22/24; 9/9/25
12. Period of Performance Start Date: Award Date of MDOT Contract
13. Period of Performance End Date: 8/3/27; 8/21/28; 9/8/29
14. Amount of Federal Funds obligated by this action: \$196,265
15. Total amount of Federal Funds obligated: \$196,265
16. Total amount of the Federal award: \$196,265
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 9

### SUPPLEMENTAL PROVISIONS FOR FEDERAL/STATE/LOCAL CONTRACTS INVOLVING ONLY PRELIMINARY/DESIGN ENGINEERING AT ALL CLASSIFICATIONS OF AIRPORTS

1. The PROJECT COST will include the cost of the consultant hired to do preliminary/design engineering for the PROJECT.
2. The SPONSOR agrees that it will maintain the airport in full operating condition on a year-round basis for a period of twenty (20) years, 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.
3. In addition to the requirements of paragraph 2 of these supplemental provisions, and not in lieu thereof, should the SPONSOR desire to abandon, close, sell, or otherwise divest itself of the airport or any portion thereof, the SPONSOR agrees to provide the DEPARTMENT 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 prepared by an appraiser on the DEPARTMENT's list of approved appraisers.

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.

4. 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, 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.
5. The SPONSOR will, either by the acquisition and retention of easements or other interests in or rights for the use of land or airspace or by the adoption and enforcement of zoning regulations, prevent the construction, erection, alteration, or growth of any structure, tree, or other object in the approach areas of the runways of the airport that would constitute an obstruction to air navigation according to the criteria or standards prescribed in the FAA Advisory Circulars.

**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 of 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.

## APPENDIX F

- 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 Inspection 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."

# APPENDIX F

## Special Conditions

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

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	ARFF and SRE : Equipment Acquisition	<b><u>ARFF and SRE EQUIPMENT AND VEHICLES:</u></b> 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	<b><u>EQUIPMENT OR VEHICLE REPLACEMENT:</u></b> 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	<b><u>OFF-AIRPORT STORAGE OF ARFF VEHICLE:</u></b> 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	<b><u>AUTOMATED WEATHER OBSERVING SYSTEMS (AWOS):</u></b> 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

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

# APPENDIX F

## Special Conditions

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

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		<p>requirements for the AWOS;            3) within 60 calendar days of installation, take the necessary actions to initiate the AWOS commissioning by the FAA; and            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	<p><b>AIRPORT LAYOUT PLAN:</b> 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.</p>
Airport	Lighting - Operation and Maintenance	<p><b>LIGHTING:</b> The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.</p>
Airport	Temporary NAVAIDS	<p><b>TEMPORARY NAVAIDS:</b> 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.</p>
Airport	Construction on land not yet acquired/ Good Title	<p><b>NOTICE TO PROCEED - PROPERTY INTEREST ACQUIRED:</b> 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.</p>
Airport	Construction on land not yet acquired/ Good Title	<p><b>TITLE EVIDENCE:</b> 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.</p>

# APPENDIX F

## Special Conditions

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

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	DBE Plan	<b>DBE PLAN:</b> 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)	<b>ENVIRONMENTAL:</b> 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:  Please refer directly to CATEX and all additional environmental documentation for impact considerations and mitigation measures.  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.
Airport	EMAS	<b>EMAS BLOCK PRE-PURCHASE:</b> 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.  The remaining payment may be made after delivery to the Sponsor's location and acceptance by the Sponsor.
Airport	Equipment	<b>EQUIPMENT ACQUISITION:</b> 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	<b>FRICTION MEASURING DEVICES:</b> 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.

# APPENDIX F

## Special Conditions

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

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	<p><b>NAVAIDS - ILS</b></p> <p>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.</p>	<p><b><u>INSTRUMENT LANDING SYSTEM AND ASSOCIATED EQUIPMENT IN PROJECT:</u></b> The Sponsor agrees that it will:</p> <p>1) Prior to commissioning, assure the equipment meets the FAA’s standards; and</p> <p>2) Remove, relocate, lower, mark, or light each obstruction to obtain a clear approach as indicated in the 14 CFR part 77 aeronautical survey.</p>
Airport	<p><b>Fence - Wildlife</b></p>	<p><b><u>WILDLIFE FENCE:</u></b> 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.</p>
Airport	<p><b>Land - Revise Exhibit "A" Property Map</b></p>	<p><b><u>UPDATE APPROVED EXHIBIT "A" PROPERTY MAP FOR LAND IN PROJECT:</u></b> 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.</p>
Airport	<p><b>Land acquisition -Future Land</b></p>	<p><b><u>FUTURE DEVELOPMENT LAND:</u></b> 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.</p>
Airport	<p><b>Master Plan - Coordination</b></p>	<p><b><u>COORDINATION:</u></b> 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.</p>

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## Special Conditions

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

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	NAVAIDS -Operations and maintenance	<b><u>AIRPORT-OWNED VISUAL OR ELECTRONIC NAVIGATION AIDS IN PROJECT:</u></b> 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	<b><u>SITE SELECTION:</u></b> 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)	<b><u>UTILITIES PRORATION:</u></b> 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	<b><u>UTILITY RELOCATION IN PROJECT:</u></b> 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	<b><u>OBSTRUCTION REMOVAL:</u></b> 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.

# APPENDIX F

## Special Conditions

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

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	Pavement	<p><b>PAVEMENT MAINTENANCE MANAGEMENT PROGRAM:</b> 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"> <li>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;</li> <li>2. detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;</li> <li>3. include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:               <ol style="list-style-type: none"> <li>a. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:                   <ol style="list-style-type: none"> <li>1) location of all runways, taxiways, and aprons;</li> <li>2) dimensions;</li> <li>3) type of pavement, and;</li> <li>4) year of construction or most recent major rehabilitation.</li> </ol> </li> <li>b. Inspection Schedule.                   <ol style="list-style-type: none"> <li>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.</li> <li>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.</li> </ol> </li> </ol> </li> <li>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:</li> </ol>

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## Special Conditions

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

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		<ul style="list-style-type: none"> <li>a. inspection date;</li> <li>b. location;</li> <li>c. distress types; and</li> <li>d. maintenance scheduled or performed.</li> </ul> <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><b><u>PROJECTS WHICH CONTAIN PAVING WORK IN EXCESS OF \$500,000:</u></b> The Sponsor agrees to:</p> <ul style="list-style-type: none"> <li>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"> <li>(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.</li> <li>(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.</li> <li>(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).</li> <li>(4) Qualifications of engineering supervision and construction inspection personnel.</li> <li>(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.</li> <li>(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.</li> </ul> </li> </ul>

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## Special Conditions

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

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
		<ul style="list-style-type: none"> <li data-bbox="646 417 1471 659">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.</li> <li data-bbox="646 680 1471 995">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.</li> <li data-bbox="646 1016 1471 1150">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.</li> </ul>
Airport	Pavement maintenance	<p data-bbox="630 1163 1471 1514"><b><u>MAINTENANCE PROJECT LIFE:</u></b> 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 data-bbox="630 1541 1471 1824"><b><u>PROTECTION OF RUNWAY PROTECTION ZONE:</u></b> 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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## Special Conditions

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

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	RPZ Acquisition	<b>PROTECTION OF RUNWAY PROTECTION ZONE:</b> 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 <b>(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).</b>	<b>ACQUISITION OF THE RUNWAY PROTECTION ZONE:</b> 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	<b>LOW EMISSION SYSTEMS:</b> 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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## Special Conditions

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

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
Airport	VALE Recharging System	<b><u>RECHARGING SYSTEM VALE– USE AND OPERATION REQUIREMENTS:</u></b> 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)	<b><u>BUILDING AIP PRORATION:</u></b> 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	<b><u>ACQUISITION OF NOISE LAND:</u></b> 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	<b><u>ANNUAL NOISE REPORT:</u></b> 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"> <li>1) Total noise subgrant funds expended during the fiscal year.</li> <li>2) Amount of funds expended by Program Element(s) as identified in the Sponsor’s Noise Compatibility Program (NCP).</li> <li>3) Number of parcels mitigated by DNL contour and Program Element as identified in the Sponsor’s NCP.</li> <li>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.</li> <li>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.</li> </ol>

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## Special Conditions

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

Sponsor Type <sup>1</sup>	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	<p><b>PLANS AND SPECIFICATIONS PRIOR TO BIDDING:</b> The Sponsor agrees that it will submit plans and specifications for FAA review and approval prior to advertising for bids.</p>
All Sponsor Types	Plans and Specifications Certification	<p><b>PLANS &amp; SPECIFICATIONS APPROVAL BASED UPON CERTIFICATION:</b> 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	<p><b>DESIGN SUBGRANT:</b> 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 <b>four (4)</b> years from the execution of this subgrant agreement, the FAA may suspend or terminate subgrants related to the design.</p>
All Sponsor Types	Force account	<p><b>FORCE ACCOUNT:</b> 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.</p>

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## Special Conditions

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

Sponsor Type <sup>1</sup>	Type of Project	Special Conditions
All Sponsor Types	Land Acquisition - Revenue and Program Income	<p><b><u>PROGRAM INCOME AND REVENUE FROM REAL PROPERTY:</u></b> 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.</p>
All Sponsor Types	Land acquisition - Relocation	<p><b><u>UNIFORM RELOCATION ACT:</u></b> 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.</p>
All Sponsor Types	Noise - mitigation	<p><b><u>INELIGIBILITY OF PREVIOUSLY INSULATED STRUCTURES:</u></b> 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.</p>
All Sponsor Types	Noise Mitigation – Private Land	<p><b><u>NOISE PROJECTS ON PRIVATELY OWNED PROPERTY:</u></b> 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"> <li>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.</li> <li>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.</li> </ol>

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## Special Conditions

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

Sponsor Type <sup>1</sup>	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>
<p><b>All Sponsor Types</b></p>	<p><b>Non AIP work in project</b></p>	<p><b><u>NON-AIP WORK IN APPLICATION:</u></b> 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>
<p><b>All Sponsor Types</b></p>	<p><b>Planning Scope of Work</b></p>	<p><b><u>PRELIMINARY SCOPE OF WORK:</u></b> This Subgrant is made and accepted upon the basis of a <b>preliminary scope of work</b>. The parties agree that within 30 days from the date of acceptance of this Subgrant Offer, the</p>

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## Special Conditions

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

Sponsor Type <sup>1</sup>	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	<b>FUELING SYSTEM – USE AND OPERATION REQUIREMENTS:</b> 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	<b>REVENUE PRODUCING PROJECT:</b> 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	<b>LAND ACQUISITION:</b> 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.



## 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



## **ASSURANCES AIRPORT SPONSORS**

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### **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.<sup>1</sup>
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.<sup>1, 2</sup>
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.<sup>1</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.<sup>1</sup>
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.<sup>1</sup>
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.<sup>1</sup>

- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.<sup>1</sup>
- 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.<sup>2</sup>
- 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 Opportunity<sup>1</sup>
- 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 Construction<sup>1</sup>
- 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. <sup>4,5</sup>
- 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.<sup>1</sup>
- 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.<sup>1</sup>
- 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).<sup>1</sup>
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).<sup>1</sup>
- 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.<sup>1, 2</sup>
- 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.<sup>1</sup>
- 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.

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**FOOTNOTES TO ASSURANCE (C)(1)**

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 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.

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

## **SPECIFIC ASSURANCES**

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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.



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

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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 foregoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2026.  
(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.



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## Drug-Free Workplace Airport Improvement Program Sponsor Certification

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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 \_\_\_\_\_, 2026.  
(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.



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## Selection of Consultants

### Airport Improvement Program Sponsor Certification

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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 \_\_\_\_\_, 2026.  
(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 Boulevard, Holland, MI 49423  
Comprising City of Zeeland, Park Township and City of Holland



## Circling Approach LLC Lease Update

Circling Approach formally requested an amendment to the existing ground lease to relocate the proposed development site from the south side of the North Taxilane to a new location on the north side of the North Taxilane (graphic provided below). The request would retain the same lease structure and language currently approved by the Authority.

The primary reason for the requested relocation is stormwater management. Based on discussions with their civil engineer, moving stormwater from the south side of the Taxilane to the detention ponds would create additional complexity and cost. The proposed site north of the Taxilane appears to provide a more practical development layout and stormwater solution while also allowing for more growth.

The proposed parcel on the north side is also larger, which would result in additional lease revenue to the airport.

Circling Approach has indicated they remain eager to move forward with the project but are requesting an extension to the Due Diligence period to accommodate redesign and updated engineering work associated with the revised site layout.

Airport Manager recommendation is to approve an amendment to the existing lease reflecting the revised site location and extend the Due Diligence expiration date to July 14, 2026, one day after our July Board meeting.

SOUTHSIDE DEVELOPMENT:  
6 65'X55' BOX HANGARS WITH PARKING  
REQUIRED STORM STORAGE: ~38,600 CY

EAST BASIN  
AVAILABLE STORM STORAGE: 10,320 CY  
POTENTIAL ADDITIONAL STORAGE: 83,891 CY

POTENTIAL STORM SYSTEM WITH  
CONTROLLED OUTLET

NW BASIN  
AVAILABLE STORM STORAGE: 21,648 CY

POTENTIAL OVERLAND FLOW WITH  
CONTROLLED OUTLET

POTENTIAL STORM SYSTEM WITH  
CONTROLLED OUTLET

SOUTHSIDE DEVELOPMENT:  
4 65'X55' BOX HANGARS WITH PARKING  
REQUIRED STORM STORAGE: ~29,700 CY

POTENTIAL STORM SYSTEM WITH  
CONTROLLED OUTLET  
(REQUIRES BORING UNDER EXISTING  
PAVEMENT)

T:\UNLSD PROJECTS\2026\2260401\_SPACE\_SOURCE\_MMHA\_HANGARS\_V\_SHEET\240601\_DRAWING - J.VANDUJINEN - May 06 2026 - 11:46am - Prein&Newhof

NO.	REVISIONS	BY	DATE	DRAWN
				C.M.S.
				DATE OCT. '24
				CHECKED J.V.D.
				DATE OCT. '24

**Prein&Newhof**  
Engineers-Surveyors-Environmental-Laboratory

WEST MICHIGAN REGIONAL AIRPORT  
HOLLAND, MICHIGAN  
SPACE SOURCE HANGAR  
DEVELOPMENT  
INITIAL LAYOUT

PROJECT NO.  
2260401  
SHEET NO.  
1

**GROUND LEASE**  
**between**  
**WEST MICHIGAN AIRPORT AUTHORITY**  
**and**  
**TKP HOLDINGS, LLC**

This Ground Lease ("Lease") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 202[ ] ("Effective Date"), between the **WEST MICHIGAN AIRPORT AUTHORITY**, a Michigan community airport authority formed under Act 206 of the Public Acts of 1957, as amended ("Lessor"), and **TKP HOLDINGS, LLC**, a Michigan limited liability company, with its principal place of business located in Holland, Michigan ("Lessee").

**Background**

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

**Agreement**

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

1. **Premises Leased.** The Lessor hereby leases to the Lessee certain portions of the West Michigan Regional Airport (the "Airport"), located in the County of Allegan, State of Michigan, as depicted on **Exhibit A** (the "Demised Premises"). The Demised Premises shall consist of two separate areas identified as Premises A and Premises B.

A. **Premises A** consists of approximately 86,373 square feet and shall include the hangar development area, aircraft apron/ramp areas, required green space, and vehicle parking areas intended for Lessee's aviation-related improvements.

B. **Premises B** consists of approximately 11,357 square feet and shall include a taxiway area intended to be constructed by Lessee and ultimately conveyed to Lessor as shared Airport infrastructure, subject to the terms of this Lease. Premises B is leased solely for the purpose of constructing Airport infrastructure and shall not be used for private aeronautical operations, revenue-generating activities, or exclusive operational purposes.

C. The boundaries of Premises A and Premises B are reflected in the survey attached as **Exhibit A**.

2. **Term.**

A. The commencement date of this Lease ("**Commencement Date**") shall begin on the earlier of: (i) the date the Lessee provides written notice to Lessor that the results of its due diligence, studies and inspections are acceptable and completed; or (ii) one hundred twenty (120) days from the Effective Date. Lessor and Lessee shall sign the Notice of Commencement Date, attached hereto as **Exhibit B**, upon the occurrence of the Commencement Date.

B. The Lessee shall have and hold the Demised Premises for a term of thirty (30) years, beginning on the Commencement Date and expiring at 11:59 P.M. on the last day of the 30<sup>th</sup> year, inclusive (unless the term shall be sooner terminated as hereinafter provided, pursuant to sections 18 and 19 below), upon the terms, covenants and conditions hereinafter contained.

C. The Lessee shall have the privilege of using, for the term of this Lease and any extensions thereof, in common with others and the public, the public flying field of the Airport, subject to the charges, rules and regulations governing such field issued by the federal and state

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

3. **Option to Renew.** The term of this Lease may be extended, subject to Lessor's approval, for three (3) additional terms of ten (10) years under the following terms:

A. Written notice of the exercise of this option must be given by Lessee to Lessor not less than 180 days prior to the expiration of the then-current term. The Lessor shall endeavor to notify the Lessee when the then-current term of this Lease shall expire; however, the failure to provide such notification shall not relieve the Lessee of its requirement to strictly comply with the notice requirements of this paragraph.

B. Lessor's approval of Lessee's renewal of the Lease shall be limited to review and negotiation of the following: (i) the alignment of the rental rate during the renewal term with other ground leases at the Airport; and (ii) the compliance of Lessee's use and Lease terms with Federal Aviation Administration ("FAA") and other applicable federal, state, or local requirements and regulations.

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

4. **Rental.**

a. Premises A rent shall be calculated at \$.65 per square foot, resulting in an annual rental amount of \$56,142. Rent shall be payable annually beginning on the Commencement Date and on the same date of each successive year thereafter during the term of the Lease.

- b. Premises B rent shall be calculated at \$.09 per square foot, resulting in an annual rental amount of \$1,022.13. The lease rate for Premises B reflects its limited and temporary use solely for the construction of Airport infrastructure and not for private aeronautical operations.

The annual rent for Premises A shall be increased on the yearly anniversary of the Commencement Date, and as of each and every year thereafter during the term and any renewal term, in accordance with the increase in the Consumer Price Index (“CPI”) applying the published CPI rate for the calendar month before each yearly anniversary of the Commencement Date. If there is a decrease in the CPI for the adjustment period, the annual rent shall remain the same as previously determined until the next annual adjustment date. The annual rent shall be adjusted to an amount equal to the product obtained by multiplying the annual rent in effect for the immediately preceding 12-month period by a fraction, the numerator of which is the CPI for the year to be adjusted, and the denominator of which is the CPI for the prior 12th month period. If the CPI has not increased for the annual adjustment period, the annual rent for the next year of the Lease shall remain the same as the prior year’s annual rent.

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

5. **Sublease.** Lessee may assign, sublet, or sell all or any portion of the Demised Premises or the buildings or other improvements located thereon at any time and from time to time, but only after obtaining the written approval of Lessor which shall not be unreasonably delayed or withheld, to any other entity so long as the assignee, subtenant, or buyer (collectively, “Subtenant”) complies with the provisions of this Lease (to the extent they apply to the Subtenant). Lessee acknowledges that it will notify any Subtenant of the terms, conditions, and agreements of this Lease and shall incorporate by reference all requirements of this Lease in any agreement executed between Lessee and any Subtenant. Lessee shall ensure that none of its Subtenants use the Demised Premises in a manner which would constitute a violation of any of the provisions of this Lease or any other lease or contract to which the Lessor is a party or the field rules and regulations of the Lessor. A sublease of the Demised Premises shall not release any financial security under the terms of this Lease.

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

A. Premises A as the site for an airplane hangar or hangars, aircraft apron/ramp areas, associated hangar office space, and required vehicle parking. Subject to the terms, restrictions and requirements of section 5 above, the Lessee shall have the right to sublease any part of a hangar placed on the Demised Premises.

B. Premises B shall only be used solely for the construction of the Premises B Taxiway, as defined in section 9(A), below. Premises B shall not be used for private aeronautical operations, revenue generating activities or any exclusive operations.

C. Maintenance and servicing for only those aircraft owned by the Lessee or Sublessee and stored in the Lessee’s hangar(s) on Premises A.

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

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

A. Passenger service, charter, and commercial operations;

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

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

D. Maintenance and servicing of aircraft, except as permitted pursuant to section 6(C) above;

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

F. Any form of fixed based operation unless Lessee meets the Minimum Operating Standards (defined below) and requirements of the Lessor, including entering into a separate fixed base operator agreement with the Lessor.

G. Any use not related to aeronautical activities.

Notwithstanding the above, subsections 7(A) through 7(D) may be permitted upon compliance with the Lessor's *Minimum Standards for Fixed Base Operators and Permit Holders to Provide Aeronautical Services to the Public*, now existing or hereafter amended ("Minimum Operating Standards"), including entering into a separate fixed base operator agreement with Lessor if required by the Minimum Operating Standards in place at the time, payment of the associated required fee(s), and satisfying other conditions as may be required by Lessor. Notwithstanding the above, subsection 7(E) may be permitted upon execution of a fuel farm lease agreement, and satisfying other conditions as may be required by Lessor.

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

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

B. The Lessee further agrees that all federal, state and local laws will be observed, including the rules and regulations of the federal and state aeronautical authorities, local governing authority and Lessor, and any other agency or entity which may have jurisdiction, in whole or in part, over the Airport.

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

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

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

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

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

H. The Lessee shall maintain the building and other improvements, including underground facilities and utilities which were installed by or at the direction of Lessee, are owned by Lessee, or are used exclusively by Lessee, on the Demised Premises, including the apron/ramp areas, in an attractive, well-maintained condition and repair which favorably reflects on the conditions and operations of the Airport. Lessee acknowledges that its building and improvements and their condition, maintenance, and repair are significant to the image of the Airport. Upon 30 days notice by the Lessor that the buildings and other improvements are not being maintained as required by this paragraph, Lessee shall immediately submit a plan and timetable to commence and diligently complete the required maintenance and repair. The plan and timetable must be approved by the Lessor. If Lessee fails to perform the required maintenance and repair, Lessor may terminate this Lease and repair or demolish the buildings and other improvements on the Demised Premises. All costs incurred by Lessor for such demolition and repair (including attorneys fees) shall be paid by Lessee.

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

J. Lessee shall be required to provide snow removal services for the Demised Premises. However, if Lessor has entered into a fixed base operator agreement for the operation of the Airport, or a maintenance agreement, which requires the fixed base operator (“Operator”) to provide snowplowing services at the Airport, Lessee may elect to engage or otherwise use the Operator for snowplowing services. If such option is exercised by Lessee, Lessee agrees to pay all charges, fees, and costs incurred by the Operator, if any, relating to the snowplowing for areas leased to Lessee pursuant to this Lease.

9. **Building.**

A. Within twenty-four (24) months of the Effective Date, the Lessee shall, at its own expense, and in accordance with Lessor's development, improvement and building standards, including the Airport Building Standards, now existing or hereafter amended, promulgated by Lessor ("Building Standards"), commence construction of new facilities and improvements on the Demised Premises. "Commence construction" or "commencement of construction" shall mean when the Lessee has secured all necessary permits and approvals, and has begun excavation or earthmoving, or the physical installation of permanent improvements such as pavement or concrete footings, foundation, or utilities. These improvements shall include the following:

- A 140'x100' hangar ("Hangar 1") on the northern portion of Premises A;
- The associated northern portion of the aircraft apron/ramp adjacent to Hangar 1 and within Premises A ("Hangar 1 Apron");
- The access drive and parking areas within Premises A (the "Parking Area"); and
- The taxiway improvements within Premises B that connect the existing north taxilane to Hangar 1 and the Hangar 1 Apron ("Premises B Taxiway"). The Premises B Taxiway shall be constructed to meet all requirements for Taxiways intended to serve ADG III (limited to 100' wingspan), TDG 3 aircraft as shown in FAA Advisory Circular (AC) 150/5300-13B Change 1 (or the latest version at the time of construction). Construction materials and methods shall be in accordance with FAA AC 150/5370-10H (or latest edition at the time of construction) and/or MDOT 2020 Standards Specifications for Construction (or latest edition at the time of construction). In addition, construction shall be completed in accordance with all required federal, state, and local permits, including but not limited to: building

permits, soil erosion and sedimentation permits, stormwater management and maintenance permits, and National Pollutant Discharge Elimination System (NPDES) permits.

B. Within thirty-six (36) months of the Effective Date, the Lessee shall, at its own expense, and in accordance with Lessor's Building Standards, commence construction of a second 140'x100' hangar ("Hangar 2") on the southern portion of Premises A, as well as the associated southern portion of the aircraft apron/ramp adjacent to Hangar 2 and within Premises A ("Hangar 2 Apron").

C. Prior to construction of any improvements described in subsections A and B above, which are depicted on **Exhibit A**, the Lessee shall submit to the Lessor building plans and drawings showing in full detail the location of all buildings and improvements on the Demised Premises (including representative samples of all building materials, windows, lighting, and other exterior appurtenances to be used in the construction of the hangar) for review and approval by the Lessor. The building and improvements shall be designed and constructed to eliminate drainage on any adjacent and adjoining properties, and provide green space as required by the Building Standards. Lessee shall secure all necessary approvals from the City of Holland, including without limitation a building permit from the City of Holland planning commission if required, and shall comply with the City of Holland's water ordinance.

D. During the term of this Lease, the Lessee may, at its own expense, with the prior permission from Lessor, also make alterations, additions and improvements to the Demised Premises, including the demolition of all existing structures on the Demised Premises and the construction of one or more new buildings on the Demised Premises. Lessor shall grant its written consent to all alterations, additions, demolitions and improvements to the Demised Premises which

meet the Building Standards. If there is any discrepancy or conflicting terms between the Lease and Building Standards, the Building Standards shall control.

E. Any expenses incurred by the Lessor in its review and approval of any alterations, additions, demolitions and improvements to the Demised Premises, including without limitation engineering, architectural, site review, legal and other professional expenses, shall be reimbursed by Lessee to the Airport upon reasonable written demand from the Lessor.

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

the Lessee, or at the discretion of the Lessor, the alterations, additions, hangars, buildings may be allowed to remain in place and shall thereupon become the sole property of the Lessor without reimbursement to Lessee.

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

9.1 **Premises B Taxiway.** The Premises B Taxiway shall be eligible for acceptance by Lessor, in Lessor's sole discretion, as shared Airport infrastructure upon satisfaction of the following conditions: (i) the Premises B Taxiway has been designed and constructed in accordance with applicable FAA and Michigan Department of Transportation ("MDOT") standards and the requirements of this Lease, as determined by Lessor; and (ii) the Premises B Taxiway serves more than one aeronautical user, which condition shall be satisfied upon the construction of another hangar or aeronautical facility that utilizes the Premises B Taxiway. Acceptance of the Premises B Taxiway by Lessor shall be accomplished by written amendment to this Lease, which amendment shall be signed by Lessor and Lessee (the "Taxiway Amendment"). The Taxiway Amendment shall remove Premises B from the Demised Premises, and confirm that maintenance,

repair and replacement responsibility for Premises B is no longer the responsibility of Lessee. Following execution of the Taxiway Amendment, Lessor shall reimburse Lessee for the documented and approved cost of constructing the Premises B Taxiway. Reimbursements of such costs may be accomplished by credits applied towards rent due under the Lease, a direct payment or series of direct payments by Lessor to Lessee, or a combination of both. In the event of credits applied towards rent due under this Lease, such repayment terms shall be included in the Taxiway Amendment. All reimbursements to Lessee are limited to the actual documented and approved costs of construction of the Premises B Taxiway, and shall not include costs of maintenance, repairs and replacements incurred by Lessee after the Premises B Taxiway is initially completed.

Lessee acknowledges that nothing in this Lease grants Lessee any exclusive right to conduct aeronautical activities at the Airport or to use any taxiway, taxilane or other airfield infrastructure, including the Premises B Taxiway, exclusively. The Premises B Taxiway shall be subject to the Lessor's continuing authority to regulate and control Airport infrastructure in accordance with applicable FAA requirements, including the obligation to make the Airport available for public use on reasonable and non-discriminatory terms. Nothing in this Lease, regarding the Premises B Taxiway or otherwise, shall be interpreted or enforced in a manner that would create an exclusive right to provide aeronautical services.

10. **Maintenance, Repairs and Replacements of Parking Area Aprons, and Taxiway.**

Lessee hereby agrees that it shall be responsible for all maintenance, repair, and replacement of the Parking Area, Hangar 1 Apron, and Hangar 2 Apron. Additionally, Lessee shall be responsible for all maintenance, repair, and if necessary, replacement of the Premises B Taxiway, until such time as the Premises B Taxiway is accepted by Lessor as shared Airport

infrastructure as provided in section 9.1, above. All maintenance, repair, and replacement of the Demised Premises and Premises B Taxiway shall be in accordance with any federal, state, or local requirements. All repairs and replacements of the Premises B Taxiway shall also be coordinated with and subject to advance review and approval by the Lessor. In the event Lessee should fail to comply with the provisions of this paragraph, Lessor may enter on the Parking Area, Hangar 1 Apron, Hangar 2 Apron, and Premises B Taxiway to perform necessary maintenance, repairs, and replacements, and assess Lessee the cost therefor.

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

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

The Lessee agrees, during the term of the Lease, to comply with all federal, state and local laws, including all building codes, pertaining to sanitation, health, police and fire protection. In the event it is necessary for Lessee to connect to water, storm and sanitary sewer, gas or electrical lines or facilities, the Lessee shall be responsible for the cost of the connection and utility installations, and for the cost of extending such utilities from their present termination point outside the Demised Premises to any building or buildings upon the Demised Premises.

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

Further, the Lessee shall procure, keep and maintain during the term of this Lease, and any renewal thereof, insurance policies providing public liability and property damage insurance of not less than \$1,000,000.00 each occurrence/\$1,000,000.00 aggregate for property damage and of not less than \$1,000,000.00 each occurrence/\$1,000,000.00 aggregate for comprehensive general liability. The policies shall cover losses caused by the acts and omissions of the Lessee, its agents and employees, or by the operation of vehicles or other equipment owned or operated by the Lessee, its agents or employees. The certificate of insurance of Lessee shall name the City of Holland, Lessor, and their officials, board members, officers, agents, and employees as additional insureds for required coverage for public liability, and a certificate of insurance and additional insured endorsement shall be filed with the Lessor upon the commencement of this Lease. The certificate of insurance shall waive subrogation against the additional insureds.

As to all insurance required under this section, the Lessee shall give the Lessor sufficient evidence in writing that each and every such coverage has been issued by an insurance company

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

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

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

B. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure on the Airport which, in

the reasonable opinion of the Lessor, would limit the usefulness of the Airport or constitutes a hazard to aircraft.

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

A. The Lessee, its agents, licensees, invitees, sub-tenants and employees to Lessee shall have the non-exclusive right and privilege to use the Airport service roads (including Geurink Boulevard) to the Demised Premises for purposes of ingress and egress during the term of this Lease, in common with others.

B. The Lessee shall construct the Parking Area upon the Demised Premises with the Lessee being responsible for all maintenance, all snow removal, and repair relating to such parking facilities which are not serviced by the Operator for the Airport. Lessee warrants that the completed parking facilities will be adequate for the needs of the Lessee's business, providing sufficient spaces for Lessee's employees, customers and guests.

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

pursuant to the terms of this paragraph, requests the Lessee to remove existing fencing or construct fencing relating to the development of the Demised Premises, the Lessee shall comply with such demand and shall pay the costs thereof.

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

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

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

rental payment or other charge until the amount is paid. This shall be in addition to any other rights reserved to the Lessor or existing in the Lessor by virtue of the laws of the State of Michigan.

18. **Default and Termination.** The Lessor and the Lessee agree that this Lease shall terminate at the expiration of the term herein specified. Further, upon the breach by the Lessee of any of the terms and conditions herein, the Lessor shall give written notice to the Lessee and a period of thirty (30) days from the date of the notice to cure such breach. If the breach constitutes an emergency condition as determined by Lessor, the period to cure shall be five (5) business days from the date of the notice to cure or according to another time period approved in writing by the Lessor. If the breach is not timely cured by the Lessee as provided in this paragraph (or if the breach cannot be cured within the thirty (30) day period, if Lessee does not commence curing the default within the thirty (30) day period and thereafter diligently prosecute it to completion), this Lease may be deemed forfeited by the Lessee and cancelled by the Lessor, upon the receipt by the Lessee of an additional notice in writing of such cancellation from the Lessor.

Lessee shall pay reasonable costs and attorney fees incurred by Lessor in connection with the termination, cancellation, and forfeiture of the Lease. Upon termination, cancellation or forfeiture of the Lease, Lessee and any guarantor of the Lease shall remain liable for any unpaid rent, expenses, or costs to be paid by Lessee to Lessor during the remaining term of this Lease.

Notwithstanding the foregoing, the Lease shall automatically terminate, with immediate effect and with no opportunity to cure, on the second anniversary of the Effective Date if Lessee has not by that date commenced construction of new facilities and improvements on the Demised Premises in accordance with section 9(A) above, unless otherwise agreed to by the parties in writing. In such a case, Lessee shall not be responsible for any costs or attorney fees, and the Lessee shall remain liable only for rent, expenses or costs attributable to the period prior to the

termination. Prepaid rent for the period after the date of termination under this section 18 shall be returned by Lessor to Lessee.

19. **Notice of Termination – Lessee.** In addition to the provisions of this Lease related to termination as set forth in section 18 above, the Lessee may, in its sole discretion, terminate and cancel this Lease, for any reason whatsoever, at any time within 120 days of the Effective Date. During that time period, Lessor shall provide Lessee with access to the Demised Premises for purposes of inspections and/or studies. Lessee may waive this right of termination by executing and submitting to Lessor the Notice of Commencement Date.

20. **Notice of Termination – Lessor.** In addition to the provisions of this Lease relating to termination as are set forth in section 18 above, the Lessor may terminate and cancel this Lease if it is unable to operate the Airport, and is required to reimburse the United States of America, the State of Michigan, or such other federal or state entities or agencies for monies received or accepted for the acquisition of the Airport. Notice of termination shall be sent at least 180 days prior to the effective date of the cancellation to Lessee. Upon expiration of the notification, the rental amount paid during the final year of the Lease shall be prorated and the balance reimbursed to the Lessee. Lessor shall incur no further liability to Lessee, and this Lease shall be null and void. Upon termination pursuant to this paragraph, the Lessee may attempt to negotiate the purchase of the Demised Premises from the City of Holland, including a non-exclusive right of ingress and egress to the Demised Premises at the fair market value as determined by the City of Holland and Lessee. The purchase by Lessee from the City of Holland shall be permitted only if all of the following conditions are met:

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

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

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

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

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

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

A. All damages awarded as compensation for the taking or diminution in value to the buildings or improvements on the Demised Premises constructed by the Lessee shall belong to and be the property of the Lessee and any mortgagee thereof. The Lessee assumes full responsibility for taking whatever action it deems necessary to protect its interests in any proceeding for the condemnation of any part of its leasehold estate herein.

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

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

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

24. **Assignment of Lessee Interest.** Lessee shall not assign or transfer this Lease, or sell or otherwise transfer the buildings or improvements thereon, without the written consent of the Lessor, which shall not be unreasonably withheld.

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

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

27. **Arbitration.** All claims or disputes arising out of or relating to this Lease, except those involving a third party who has not agreed to arbitration, shall, upon the election and written consent of all the parties to any such dispute or claim, be settled by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Venue for such arbitration shall be Holland, Michigan. Notice of demand for arbitration shall be filed in writing with the American Arbitration Association, and shall be made within a reasonable time after the claim or dispute has arisen. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereon.

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

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

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

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

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

omission on the part of Lessee or any tenant, Subtenant or occupant, a release, spill, or omission of hazardous materials onto the Demised Premises or onto any other contiguous property; and

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

Subject to the limitations set forth below, Lessee shall defend, indemnify and hold harmless Lessor, its employees, agents, officers, directors, successors and assigns from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses, including without limitation, attorneys and consultants fees, investigation and laboratory fees, court costs and litigation expenses (attorney's fees, court costs, and expert witness expenses shall be through all appellate, enforcement, or collection proceedings) known or unknown, contingent or otherwise, arising out of or in any way related, to:

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

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

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

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

For purposes of this paragraph “hazardous material” includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous waste, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 USC Section 9601, *et seq.*), the Resource Conservation and Recovery Act of 1976, as amended (42 USC Section 6901, *et seq.*) and any regulations adopted and publications promulgated thereto, or any other federal, state, or local governmental law, ordinance, rule, or regulation.

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

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

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

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

Lessor:  
West Michigan Airport Authority  
ATTN: Authority Manager  
60 Geurink Boulevard  
Holland, MI 49423  
Email: [m.neyens@wmraa.com](mailto:m.neyens@wmraa.com)

Lessee:  
TKP Holdings, LLC  
ATTN: Brent Patterson, Managing Member  
1201 Industrial Ave.  
Holland, MI 49423  
Email: [brentp@coastal-container.com](mailto:brentp@coastal-container.com)

Notice shall be deemed to have been given upon delivery if hand-delivered; two (2) business days following mailing, if sent by certified mail; and on the next business day, if sent by national overnight courier. In addition to the notice provided herein, the parties shall endeavor to email any notice to the other party at the email addresses stated above, but the failure to email notice shall not eliminate the required notice pursuant to this paragraph.

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

LESSOR:

WEST MICHIGAN AIRPORT AUTHORITY

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

Title: \_\_\_\_\_

LESSEE:

TKP HOLDINGS, LLC

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

Brent E. Patterson

Title: Managing Member

APPROVED AS TO FORM:  
WEST MICHIGAN AIRPORT AUTHORITY

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

Rachel Hillegonds, Attorney

Date: \_\_\_\_\_, 2026

**EXHIBIT A**

**Demised Premises**

Please see attached.



**EXHIBIT B**

**NOTICE OF COMMENCEMENT DATE**

This Notice of Commencement Date (the “Notice”) is made as of [Insert Date], by and between the WEST MICHIGAN AIRPORT AUTHORITY, a Michigan community airport authority formed under Act 206 of the Public Acts of 1957, as amended (“Lessor”), and TKP HOLDINGS, LLC, a Michigan limited liability company, with its principal place of business located at 240 E 8th Street, Holland, Michigan 49423 (“Lessee”).

RECITALS

A. Lessor and Lessee are parties to that certain Ground Lease dated [Date of Ground Lease] for the premises identified in Exhibit A to the Ground Lease (the “Demised Premises”).

B. Lessor and Lessee desire to enter into this Notice to confirm and memorialize the actual Commencement Date of the Ground Lease.

AGREEMENT

Lessor and Lessee agree to the following:

1. Lessor and Lessee hereby acknowledge that the Commencement Date of the Ground Lease is [Date]. Lessee accepts the Demised Premises in “as-is” condition.
2. The Ground Lease remains in full force and effect and is hereby confirmed.
3. This Notice binds the parties and their successors.

IN WITNESS WHEREOF, the parties have executed this Notice as of the date first written above.

LESSEE:

TKP HOLDINGS, LLC

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

Brent E. Patterson

Title: Managing Member

LESSOR:

WEST MICHIGAN AIRPORT AUTHORITY

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

Title: \_\_\_\_\_

## UNCONDITIONAL GUARANTY OF GROUND LEASE

THIS UNCONDITIONAL GUARANTY OF GROUND LEASE (the “Guaranty”) is made this \_\_\_\_ day of \_\_\_\_\_, 2026, by **Brent E. Patterson**, whose address is c/o TKP Holdings, LLC, 1201 Industrial Ave. Holland, MI 49423 (the “Guarantor”), to and for the benefit of **TKP HOLDINGS, LLC**, with a principal place of business in Holland, Michigan (the “Lessee”).

### Background

Lessee has entered into a Ground Lease with West Michigan Airport Authority (the “Authority”) dated the same date as this Guaranty (the “Ground Lease”). Guarantor is the Managing Member of Lessee.

### Agreement

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

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

**2. Term of Guaranty.** Subject to the terms of Section 3 below, this Guaranty shall be a continuing, absolute and unconditional guaranty and shall remain in full force and effect until the fourth yearly anniversary of the Commencement Date of the Ground Lease, as that term is defined in the Ground Lease (the “Sunset Date”), provided that no default has occurred and is continuing on the Sunset Date.

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

Without limiting the generality of the foregoing, Guarantor shall not assert, plead or enforce against the Authority any defense of waiver, release, discharge from bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability that may be available to Guarantor, or any other person obligated with respect to the Liabilities, or any setoff available to Guarantor against the Authority. If any payment applied by the Authority to the Liabilities is subsequently set aside, recovered, rescinded, or otherwise required to be returned by the Authority for any reason, the Liabilities to which payment was applied shall, for the purposes of this Guaranty, be deemed to have continued in existence notwithstanding the application, and this Guaranty shall be enforceable as to such indebtedness as fully as if the Authority had not received and applied the payment.

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

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

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

**GUARANTOR:**

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Brent E. Patterson

**BR Garages, LLC**  
Commercial Development

April 30, 2026

West Michigan Regional Airport  
Attn: Matthew Neyens, Airport Manager  
60 Geurink Blvd  
Holland, MI 49423

**Re: Letter of Intent to Ground Lease – Hangar Development (H5 and Future Sites)**

Dear Matthew and Members of the Authority Board,

This Letter of Intent (“LOI”) sets forth the preliminary understanding of **BR Garages, LLC** (“Lessee”), in partnership with **GRID26 Construction, LLC** (“Development Partner”), with respect to entering into a Ground Lease Agreement with the West Michigan Regional Airport Authority (“Lessor”) for the development of aircraft hangars at West Michigan Regional Airport in Holland, Michigan.

The Parties to this LOI will endeavor to finalize and execute the necessary and customary documents to complete the transactions and other requirements within this LOI. The Ground Lease shall include the terms below and such other provisions as may be mutually agreed upon by the Parties.

**1. Premises:**

The initial premises shall consist of **Hangar Site H5**, as depicted on the Airport Site Layout Plan.

- Approximate Building Size: **4,800 square feet (60' x 80')**

**2. Development Intent:**

Lessee proposes to develop one (1) aircraft hangar on Site H5. The parties acknowledge that the hangar may be structured in a manner that allows for **future acquisition or ownership transfer to the Airport Authority**, subject to mutually agreed-upon terms in a definitive agreement.

**3. Term:**

The Ground Lease Agreement shall have an initial term of **twenty (20) years**, with additional renewal options to be negotiated in the final Ground Lease Agreement.

**4. Intended Use:**

The Parties agree that the intended use for the site is for Aviation-related facilities, including aircraft storage, maintenance, and associated uses, consistent with FAA regulations and airport requirements.

**5. Improvements:**

The Development Partner will work directly with Lessee and finance, design, and construct all improvements at its sole expense, subject to Lessor approval and in compliance with all applicable airport and FAA standards.

## **6. Lease Execution:**

Within sixty (60) days from the date this LOI is mutually signed, a Ground Lease Agreement shall be negotiated in good faith by both parties. The final Ground Lease Agreement shall be prepared pursuant to the agreed upon terms, as soon as practicable following the good faith negotiations.

## **7. Due Diligence / Inspection:**

Lessee shall have **one hundred twenty (120) days** from the Effective Date to conduct due diligence, (the "Due Diligence Period") including but not limited to:

- Construction cost analysis
- Utility and infrastructure evaluation
- Site feasibility and access considerations
- Market rental analysis

During the Due Diligence Period, Lessor agrees to work in good faith with Lessee. The Due Diligence Period shall also apply to Lessee's evaluation of additional development opportunities outlined below.

## **8. Exclusivity:**

During the Due Diligence Period, West Michigan Airport Regional Airport shall not directly or indirectly, through any director, officer, employee, agent, representative (including without limitation, investment bankers, attorneys and accountants) or otherwise solicit, consider or accept any offer from another person or entity for leasing, acquiring, and/or building on Site H5.

## **9. Future Development Opportunities / Phased Development Approach:**

Subject to mutual agreement and airport planning considerations, Lessee requests the opportunity to pursue additional hangar development in the following general priority:

1. **Primary Development:** Site H5
2. **Secondary Opportunity:** South-side box hangar site (west of Metal Flow hangar)
3. **Future Phases (subject to availability and coordination):** Sites H1 and H4

Lessee's intent is to establish a **phased development relationship** with the Airport Authority, whereby each successfully completed project serves as a foundation for subsequent development phases.

Accordingly, upon completion and demonstrated performance of each phase, Lessee shall be provided the **first right of refusal to propose and advance development of the Secondary Opportunity and Future Phases (as described above)**, prior to Lessor soliciting or advancing alternative development partners.

This approach is intended to support the Lessor's broader development goals by ensuring:

- Consistent quality and design standards across improvements
- A reliable and experienced development partner
- Efficient, demand-driven expansion of hangar capacity

During the Due Diligence Period, Lessee shall also have the opportunity to evaluate and present preliminary development concepts for the above referenced Secondary Opportunity and Future Phases.

**10. Assignment / Subleasing:**

Lessee may assign or sublease all or portions of the premises, subject to FAA regulations, Airport Authority requirements, and Lessor approval.

**11. Performance Requirements:**

Lessee agrees to proceed in good faith toward development following completion of due diligence, subject to economic feasibility and execution of a final Ground Lease Agreement.

**12. Binding & Non-Binding Effect:**

This LOI contains both binding and non-binding provisions. The LOI is intended as a framework for discussion to determine if a formal Ground Lease Agreement between the Parties is a reasonable and feasible opportunity. The binding provisions of this LOI are described in Sections 7 and 8. All other Sections of this LOI are non-binding and should be used during further negotiations. A formal Ground Lease Agreement will outline all final terms and conditions.

**13. Amendment:**

This LOI may only be amended in writing signed by the Parties.

**14. Counterparts/Facsimile Signatures:**

This LOI may be executed in one or more counterparts which when taken together shall constitute but a single instrument. In addition, the Parties hereto agree that this LOI may be executed by facsimile signatures and such signatures shall be deemed originals.


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We believe this approach aligns with the Airport’s development goals while allowing for a thoughtful and phased expansion strategy.

We appreciate the opportunity to collaborate and look forward to continuing discussions.

Respectfully,

**BR GARAGES, LLC**

By: 

Name: Mark Maier

Title: Member

Date: April 30, 2026

Accepted to and Agreed:

**West Michigan Regional Airport Authority**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_