

# 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

February 9, 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

Elisa Hoekwater  
Ken Brandsen  
Joan Zeerip\*

##### Ex-officio

Whitney Ehresman  
(Allegan)  
Jacob Bonnema  
(Ottawa)

\*Denotes  
Municipal Elected  
Participant

1. Call to Order
2. Roll Call
3. Approval of Agenda: **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 January 12, 2026, Meeting Minutes: **Action Requested.**
6. Consent Agenda
  - A. FBO Report
  - B. Snow Equipment Readiness
  - C. Building & Development Committee
7. Unfinished Business
  - A. Airport Manager Status Reports:
    - i. Circling Approach, LLC Hangar Lease Status: *No Action Requested*
    - ii. Instrument Landing System agreement: *No Action Requested*
  - B. Millage Committee : *No Action Requested*
8. New Business
  - A. Financial Reports: **Action Requested**
  - B. Mead & Hunt General Services Agreement: **Action Requested**
  - C. TKP Letter of Intent: **Action Requested**
9. Communications from Airport Authority Manager
10. Updates from the Board
11. Adjourn: **Action Requested.**

Next Meeting will be held March 9, 2026, at 4:00 PM.

## West Michigan Airport Authority

January 12, 2026

### Draft Meeting Minutes

**Call To Order:** Chair Murray called the meeting to order at 4:00 p.m. local time.

**Roll Call:** The following members were present: Murray, Shea, Bocks, Hoekwater, Zeerip, Gruppen, and Roden. Absent were Ken Brandsen and Al Dannenberg. No Ex-Officio members were present.

**Approval of Agenda:** Member Bocks moved to approve the agenda, supported by Member Gruppen. The motion passed by voice vote.

**Public Comment:** Chair Murray asked for public comment. A second and third call for public comment were made. No one from the public sought recognition.

**Approval of December Minutes:** Member Zeerip moved to approve the December 8, 2025, Board Meeting Minutes as presented, seconded by Member Hoekwater. No discussion was held. The motion carried by unanimous voice vote.

**Consent Agenda:** Member Bocks made a motion to approve the consent agenda as written and presented, seconded by Member Gruppen. The motion passed by voice vote.

*FBO Report:* Included in the packet.

*Agricultural Lease Status Report:* All leases are completed and have been approved and signed. One difference was noted in that prior year leases required payments to be made on or before the end of the year. The new leases are written to be billed at the beginning of the year.

*T-Hangar Lease Report:* All leases are up to date and in place. A rate increase is anticipated in mid-year of 2026.

**Unfinished Business** (Airport Manager Status Report):

**Status on Land Acquisition:**

No significant changes were reported regarding land acquisition.

**Snow Equipment Readiness:**

All Avflight snow equipment is currently operational. The Authority is still experiencing issues with the WMAA broom truck purchased from the Gerald R. Ford International Airport. We continue to work with Gerald R. Ford International Airport to address repairs and resolve outstanding issues. Final payment has not yet been made and will occur once the broom issues are resolved.

**Space Source Hangar Lease Status:**

Discussion was held regarding the lease presented in the board packet. Manager Neyens acknowledged that a revised version with shorter term options had been provided. Chair Murray engaged in discussion regarding precluded uses under the agreement. Manager Neyens and Counsel Hillegonds explained that certain uses are precluded because they would require separate agreements with the airport under the Minimum Standards, such as FBO agreements. Manager Neyens further explained that the lease does not include a guaranty, unlike some past agreements. Counsel Hillegonds stated that the absence of a guaranty does not affect the enforceability of the lease but rather limits one method of collection should a default occur.

Motion to approve the Space Source Lease Agreement was made by Member Shea and seconded by Member Hoekwater. A voice vote was held. All in favor, aye; opposed, none. Member Shea then moved to amend the motion to authorize the agreement to be signed by the Board Chair, subject to approval from legal counsel for the Authority, seconded by Member Hoekwater. The amendment passed by voice vote.

**Instrument Landing System Bid Results:**

One bid was received for the Instrument Landing System maintenance service agreement. The airport has worked with this provider for several years, and manager Neyens believes the pricing is fair and consistent with market value. The annual bid amount is \$36,000.

Member Shea moved to approve the Harris bid and amend the budget accordingly, seconded by Member Roden. All were in favor, aye; opposed, none.

Member Shea then moved to amend the prior motion to authorize the Board Chair to sign the agreement subject to approval by legal counsel, seconded by Member Roden. A roll call vote was taken. All present members voted yes; opposed, none.

Manager Neyens asked for clarification regarding the next sealed bid process and confirmed that a proposed agreement based on bid results would be brought to the Board in the future.

**New Business:**

Chair Murray welcomed Mayor Bocks as a new member of the WMAA Board. Chair Murray also announced that Member Dannenberg submitted notice of his resignation from the Board for personal reasons. The Board expressed its appreciation for Member Dannenberg's years of service, depth of knowledge, and experience, and wished him well.

**Financial Reports:**

Motion to approve the Financial Reports was made by Member Gruppen and seconded by Member Bocks. A voice vote was held. All in favor, aye; opposed, none.

**Creation of a Millage Committee:**

After discussion, the Millage Committee will be co-chaired by Member Bocks and Member Roden. It was noted that the committee must be careful not to communicate “yes” voting messages, but only factual information about the airport. Leanne from Boileau will also assist with the process and serve as a resource.

Motion to approve Member Bocks and Member Roden as Co-Chairs of the Millage Committee was made by Member Hoekwater and seconded by Member Shea. A voice vote was held. All in favor, aye; opposed, none.

**Enact a WMAA Document Retention Policy:**

Motion to move the WMAA Document Retention Policy to after Item 8F was made by Member Bocks and seconded by Member Shea. A voice vote was held. All in favor, aye; opposed, none.

**TKP Holdings Letter of Intent:**

TKP Holdings expressed interest in H3, which is approximately 22,000 square feet on the north side. Manager Neyens explained that this layout is ideal for the airport, primarily because it maximizes the buildable footprint.

Motion to authorize the Board Chair to sign the LOI, pending counsel review, and move forward with negotiations with TKP Holdings was made by Member Bocks and seconded by Member Hoekwater. A voice vote was held. All in favor, aye; opposed, none.

**Allegan County Ex-Officio Appointment:**

Allegan County appointed a new Ex-Officio member to the Board. The appointee is not an elected official but is a staff member, Whitney Ehresman, Director of Allegan County Transportation. After discussion, a decision was made to approve the appointment.

Motion to approve Whitney Ehresman was made by Member Bocks and seconded by Member Shea. A voice vote was held. All in favor, aye; opposed, none.

**WMAA Board Elections**

Position of Chair:

A motion for Member Murray as 2026 Chair was made by Member Gruppen and seconded by Member Zeerip.

A motion for Member Shea as 2026 Chair was made by Member Roden and seconded by Member Hoekwater.

Roll Call Vote for Chair:

Member Murray – Murray

Member Bocks – Murray

Member Shea – Shea

Member Hoekwater – Shea

Member Zeerip – Murray

Member Gruppen – Murray

Member Roden – Shea

**Murray: 4 votes**

Shea: 3 votes

Position of Vice Chair:

A motion for Member Gruppen as 2026 Vice Chair was made by Chair Murray and seconded by Member Roden.

A motion for Member Shea as 2026 Vice Chair was made by Member Hoekwater and seconded by Member Bocks.

Roll Call Vote for Vice Chair:

Member Murray – Gruppen

Member Bocks – Shea

Member Shea – Shea

Member Hoekwater – Shea

Member Zeerip – Gruppen

Member Gruppen – Shea

Member Roden – Shea

**Shea: 5 votes**

Gruppen: 2 votes

Position of Secretary:

A motion for Member Gruppen as 2026 Secretary was made by Member Hoekwater and seconded by Member Bocks.

A motion for Member Brandsen as 2026 Secretary was made by Member Gruppen. No second was received.

Roll Call Vote for Secretary:

All members voted in favor of Member Gruppen.

**Gruppen: 7 votes**

Position of Treasurer:

A motion for Lynn McCammon (City of Holland) as 2026 Treasurer was made by Member Shea and seconded by Member Bocks.

Roll Call Vote for Treasurer:

All members voted in favor of McCammon.

**McCammon: 7 votes**

**Records Retention Policy:**

Member Bocks made a motion to adopt the Records Retention Policy as presented in the packet, seconded by Member Zeerip. The motion passed by unanimous roll call vote.

**Communications from Airport Authority Manager:**

The Authority is currently storing the airport broom in Avflight's hangar. The Authority has been informed that the lessor plans to stop subletting the hangar to Avflight, likely in May 2027. This will require alternative storage for the broom and Avflight equipment. The airport is exploring options including partnering with Avflight on a storage facility or leasing space elsewhere on the field.

We are also increasing communication with tenants and requesting disclosure of all subletting arrangements in order to clarify tenant and subtenant records. The airport is also considering future activities such as fly-in groups and events to increase interest and activity at the airport.

**Updates from the Board:**

Member Hoekwater again mentioned a leadership class called LEAD 24-7 and noted it would be a beneficial educational opportunity for Manager Neyens. She stated the program has helped her professionally and is valuable for individuals in leadership roles.

**Adjournment:**

Motion to adjourn was made by Member Bocks and seconded by Member Gruppen. A voice vote was held. All in favor, aye; opposed, none.

# WMAA MONTHLY FBO REPORT

West Michigan Regional Airport FBO Report  
 Avflight Holland  
 January 2026

**Total Fuel Gallons  
 Delivered**

	Current Month 01/26	One Year Ago 01/25	Current Year To Date 01/01/26-01/31/26	F/Y to Date Compared 01/01/25-01/31/25	
Avgas	546	779	546	779	
Jet Fuel	29,899	24,728	29,899	24,728	
<b>Total Gallons Delivered</b>	<b>30,445</b>	<b>25,507</b>	<b>30,445</b>	<b>25,507</b>	<b>4938</b>

**Landing Fees Collected**

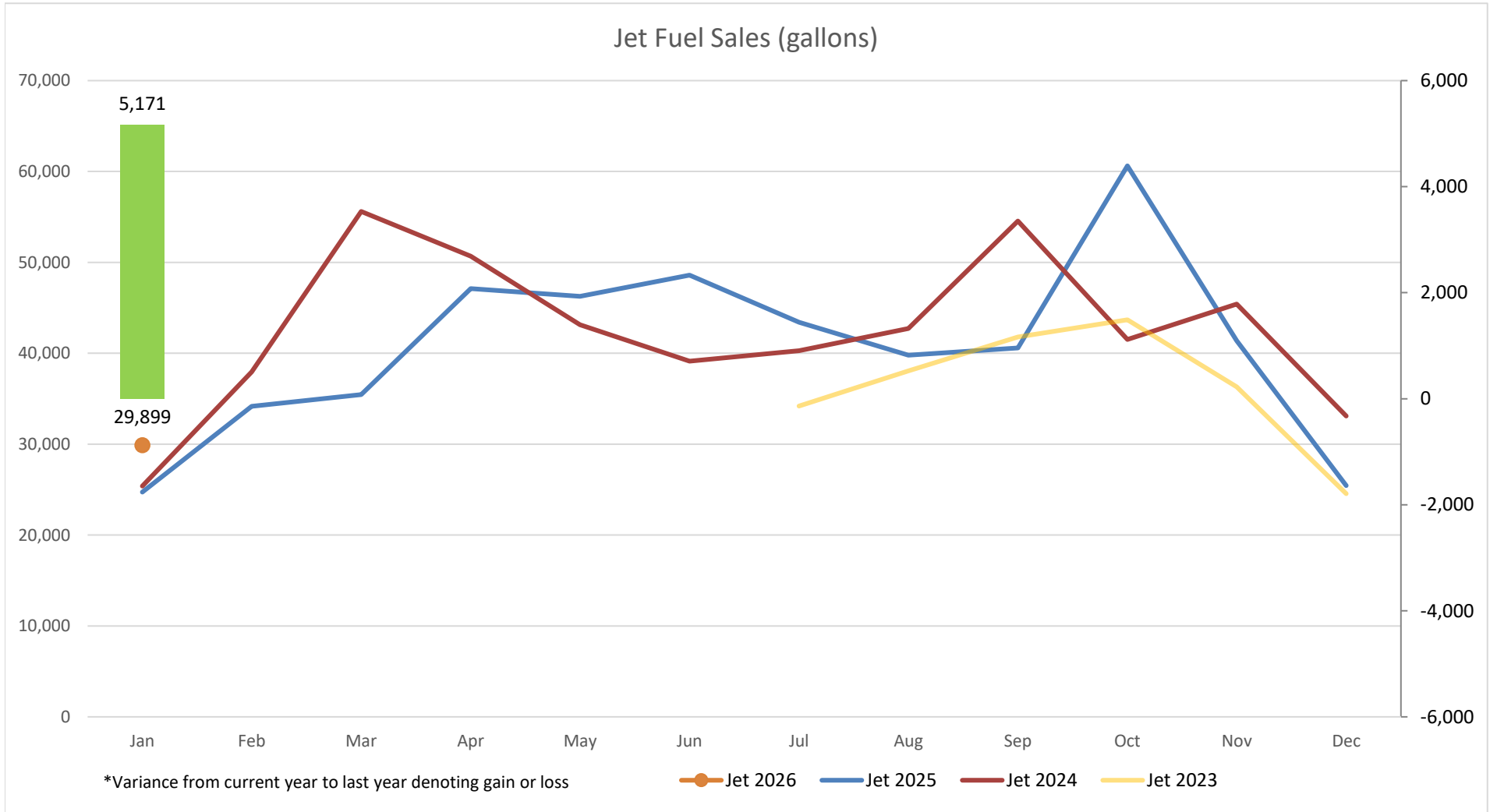
\$1,743

( 85% to airport)=

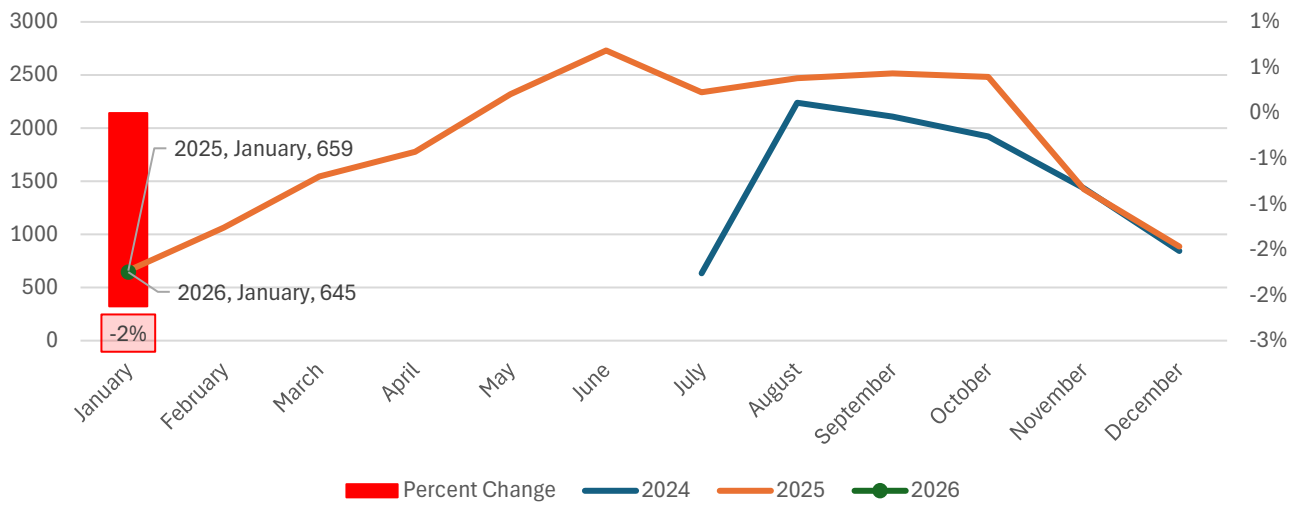
\$1,481.55

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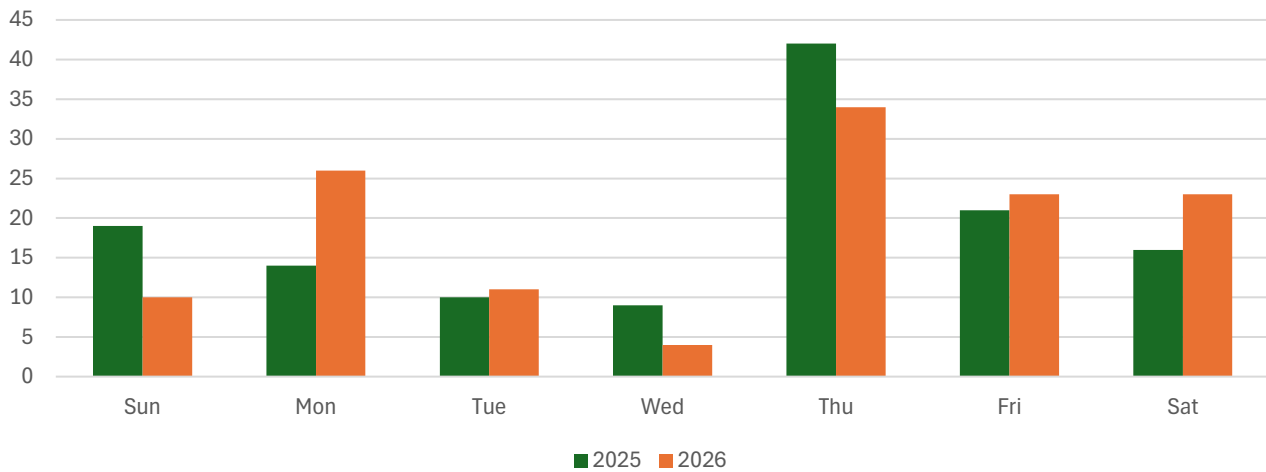
# WMAA MONTHLY FBO REPORT



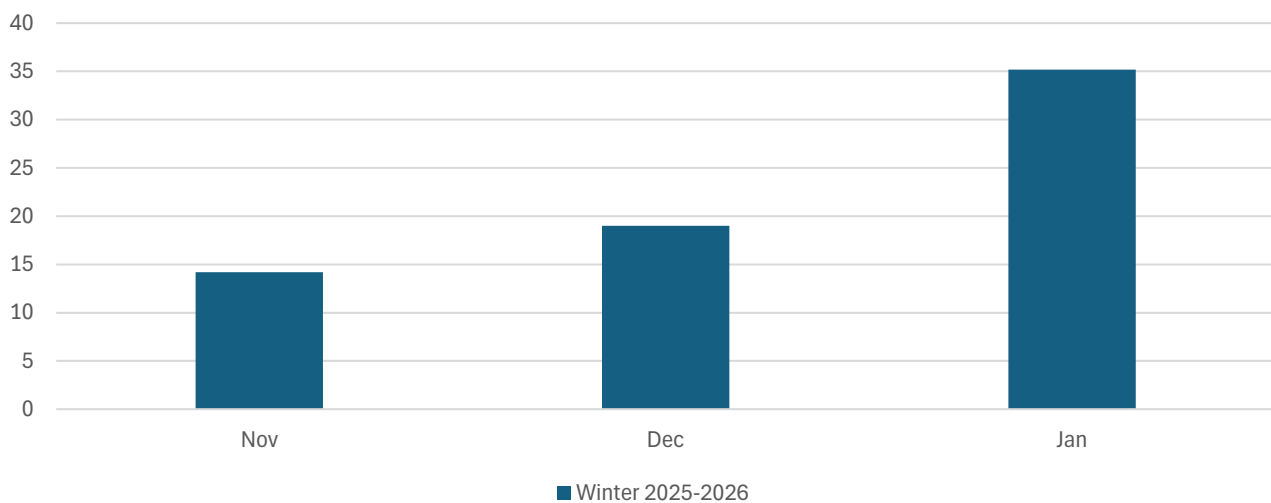
### Operations per Month



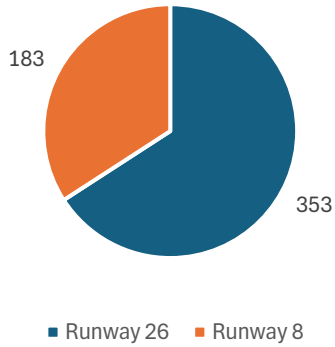
### Average Operations per Day (January)



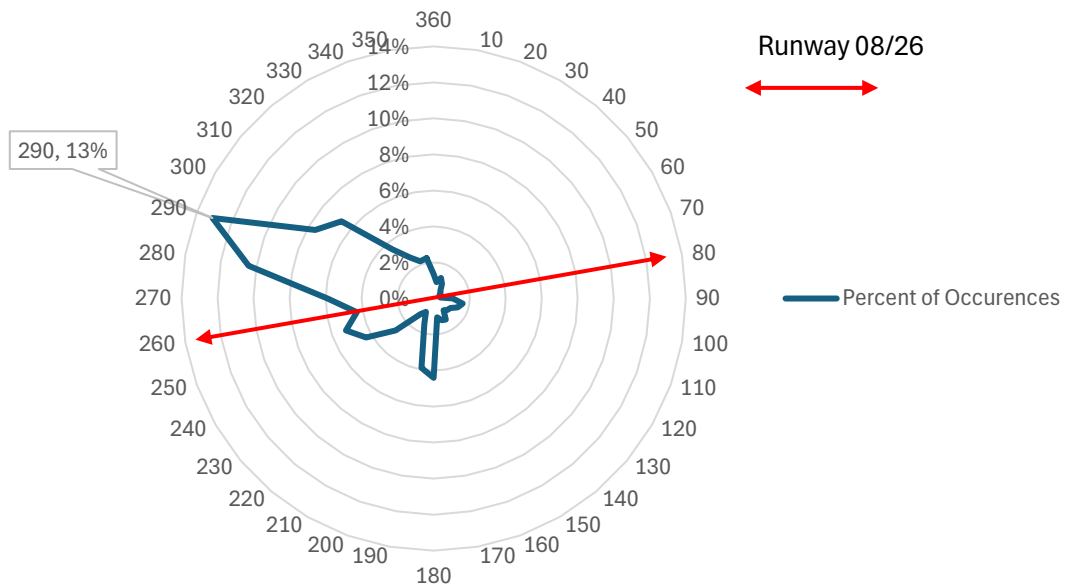
### Average Snowfall (inches)



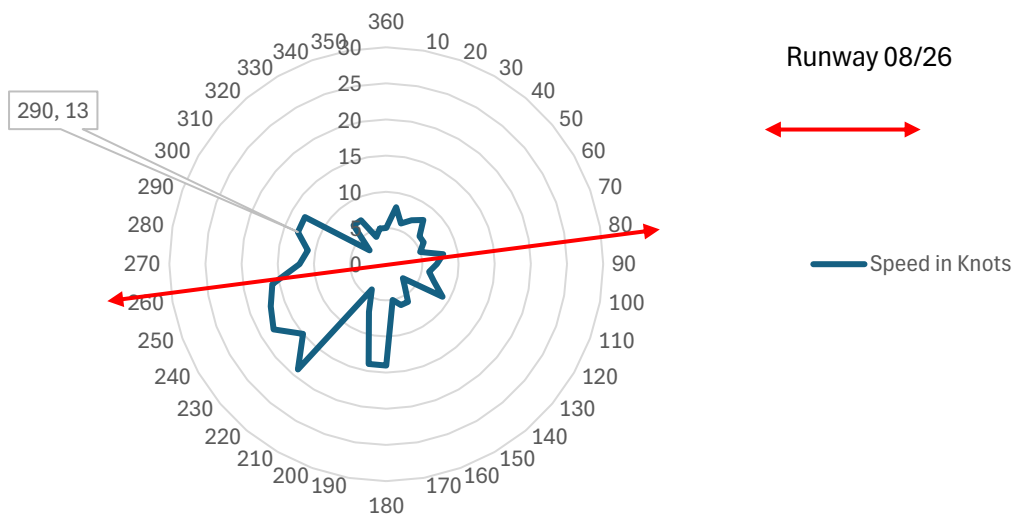
### Operations by Runway Jan 2026



### Reported Wind Direction Jan 2026

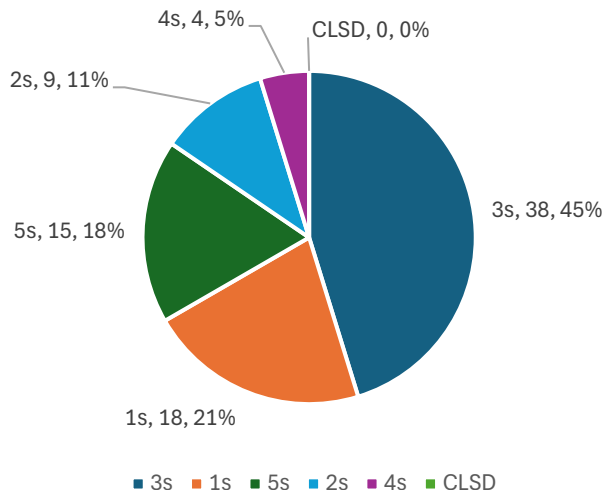


### Average Wind Speed Jan 2026



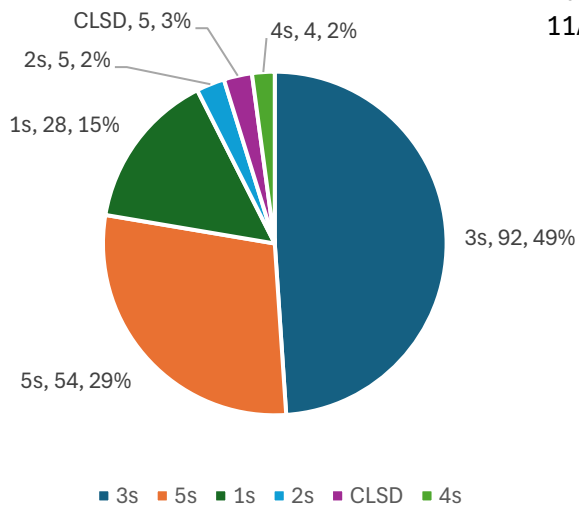
FICON

Date Range:  
11/28/23-3/22/24



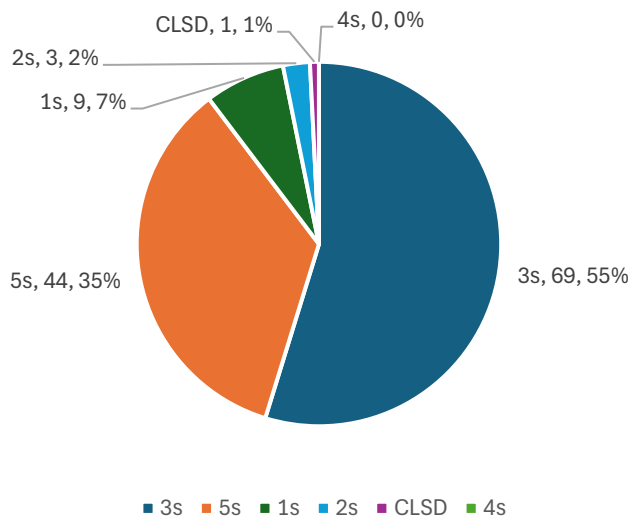
FICON

Date Range:  
11/21/24-4/29/25



FICON

Date Range:  
11/9/25-01/31/26



Assessment Criteria		Control/Braking Assessment Criteria	
Runway Condition Description	RwyCC	Deceleration or Directional Control Observation	Pilot Reported Braking Action
<ul style="list-style-type: none"> <li>Dry</li> </ul>	6	---	---
<ul style="list-style-type: none"> <li>Frost</li> <li>Wet (Includes damp and 1/8 inch depth or less of water)</li> </ul> <p><b>1/8 inch (3mm) depth or less of:</b></p> <ul style="list-style-type: none"> <li>Slush</li> <li>Dry Snow</li> <li>Wet Snow</li> </ul>	5	Braking deceleration is normal for the wheel braking effort applied AND directional control is normal.	Good
<p><b>-15°C and Colder outside air temperature:</b></p> <ul style="list-style-type: none"> <li>Compacted Snow</li> </ul>	4	Braking deceleration OR directional control is between Good and Medium.	Good to Medium
<ul style="list-style-type: none"> <li>Slippery When Wet (wet runway)</li> <li>Dry Snow or Wet Snow (any depth) over Compacted Snow</li> </ul> <p><b>Greater than 1/8 inch (3 mm) depth of:</b></p> <ul style="list-style-type: none"> <li>Dry Snow</li> <li>Wet Snow</li> </ul> <p><b>Warmer than -15°C outside air temperature:</b></p> <ul style="list-style-type: none"> <li>Compacted Snow</li> </ul>	3	Braking deceleration is noticeably reduced for the wheel braking effort applied OR directional control is noticeably reduced.	Medium
<p><b>Greater than 1/8 inch(3 mm) depth of:</b></p> <ul style="list-style-type: none"> <li>Water</li> <li>Slush</li> </ul>	2	Braking deceleration OR directional control is between Medium and Poor.	Medium to Poor
<ul style="list-style-type: none"> <li>Ice</li> </ul>	1	Braking deceleration is significantly reduced for the wheel braking effort applied OR directional control is significantly reduced.	Poor
<ul style="list-style-type: none"> <li>Wet Ice</li> <li>Slush over Ice</li> <li>Water over Compacted Snow</li> <li>Dry Snow or Wet Snow over Ice</li> </ul>	0	Braking deceleration is minimal to non-existent for the wheel braking effort applied OR directional control is uncertain.	Nil

## **Snow Equipment Readiness Update**

The plow truck fleet has been in varying states of disrepair since the January meeting. Avflight has three smaller service trucks typically used for plowing the terminal parking lot and smaller areas on the airfield. Two of these three trucks have been taken offsite for mechanical evaluation to determine whether they are worth repairing and returning to service.

Avflight also has two larger plow trucks. One has been reliable throughout the season, until later Thursday night when it went down. While the other has been in and out of service over the past month and is currently down due to a front plow issue.

At this time, I do not anticipate any significant investment in plow truck replacements or upgrades from Avflight in the near future. As a result, I continue to believe it is in the Airport's best interest to explore alternative options to improve the long-term reliability of snow removal operations.

Despite these equipment limitations, the on-site team has performed very well with the resources available. I have received valid concerns from T-hangar tenants related to difficulty accessing hangars and the temporary closure of lesser-used taxiway connectors. In most cases, when tenants are able to communicate their anticipated operations in advance, there have been no issues impacting their ability to operate safely.

Even when the snow fleet is fully operational, proactive communication remains critical. I continue to remind tenants that if they expect to operate during snow events, advance notice of their schedules is essential. The Airport does not have the resources to keep all airfield surfaces accessible at all times; however, with adequate notice, staff can prioritize scheduled activity and focus resources to ensure operations can occur safely.

Outside of the issues noted above, the primary airfield surfaces have remained in a generally usable and safe condition throughout recent winter events.

## **Building and Development Committee Update**

At the February meeting, the Committee reviewed a document titled Building Standards that I had recently come across. The document provided a solid starting point for establishing consistent development standards on the airfield. The Committee reviewed the document in detail and made several adjustments to ensure the standards do not unnecessarily restrict airfield development or prioritize public facing development over airfield growth.

While the revised standards maintain an emphasis on overall curb appeal, they are structured to avoid hindering airfield growth through requirements typically driven by street access or conventional city zoning ordinances. The goal is to support functional, aviation focused development while maintaining an appropriate level of aesthetic quality.

The Committee also reviewed several maintenance items that have been deferred over time. Some of the larger projects will require use of the sealed bid process and formal Board approval. Many of the smaller items can be addressed incrementally, and I plan to begin working through those as resources allow.

After reviewing the capital budget forecast, we confirmed that the Airport has sufficient financial buffer to address these maintenance needs while still meeting local match requirements for planned MDOT and FAA funded projects.

## **Manager Status Report**

### **Circling Approach, LLC Lease Agreement**

The lease agreement with Circling Approach, LLC has been fully executed, and the project is currently in the due diligence phase, which runs through May 22. During this period, the developer is advancing preliminary planning, feasibility review, and coordination related to site layout, access, and utilities. While a groundbreaking timeline has not been established and remains dependent on multiple approvals and engineering milestones, progress to date has been positive and consistent with expectations for a project of this scale. We continue to coordinate closely with the developer to ensure alignment with airfield operations, development standards, and long-term planning objectives. When plans are ready for review they will be distributed to the Building and Development Committee.

### **Instrument Landing System Agreement**

The Instrument Landing System maintenance provider has agreed to the contract as presented. We are currently working through insurance requirements to ensure coverage appropriately protects both the contractor and the Airport Authority while remaining consistent with the bid results and service agreement. This includes confirming required coverage types, limits, additional insured language, and waiver of subrogation provisions. No service interruptions are anticipated during this process, we did receive our January Service, and we will finalize documentation once insurance compliance is confirmed.

# West Michigan Airport Authority

**Meeting Date:** February 9, 2026

**Agenda Item:**

**Subject:** Financial Reports for 01/31/2026-Unaudited

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

**Recommendation:** Accept Financial Reports as information

The West Michigan Airport Authority is seven months into fiscal year 2026. Attached are Budget Performance Reports and the Balance Sheets for the seven months ended January 31, 2026 (58.33% of the year).

## GENERAL FUND

### Revenues

Operating revenues for the first seven months totaled \$579,298.06, or 75.23% 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. January 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 January 2026 have been paid.

### Expenses

Operating expenses for the first seven months totaled \$306,460.34, or 38.15% of budget. December operating expenses are composed of regular monthly expenses and appear to be in line with expectations.

## 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 \$1,382,534.54 at January 31<sup>st</sup>, comprised mostly of cash. General Fund Liabilities totaled \$24,502.69 at January 31<sup>st</sup>, and represents unearned revenue (prepaid lease). The ending fund balance at January 31<sup>st</sup> is \$1,358,031.85.

The combined General and Capital funds cash balance at January 31<sup>st</sup> is \$2,607,433.

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 01/31/2026

	25-26 Amended Budget	YTD Balance 01/31/2026	Available Balance 01/31/2026	% Bdgtd 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	145,436.44	3,363.56	97.74	(140,859.90)
110-000.000-581.110	CONTRIB FROM OTHER GOVTSCITY OF ZEEL	87,500.00	80,989.41	6,510.59	92.56	(80,669.55)
110-000.000-581.210	CONTRIB FROM OTHER GOVTS-PARK TOWNSH	145,000.00	49,896.87	95,103.13	34.41	(144,302.23)
110-000.000-615.810	FRANCHISE FEES-FBO FRANCHISE	29,800.00	16,641.60	13,158.40	55.84	(28,947.01)
110-000.000-615.815	FRANCHISE FEES-FLIGHT SCHOOL	5,000.00	5,546.92	(546.92)	110.94	(12,060.31)
110-000.000-615.820	FRANCHISE FEES-FUEL FLOWAGE FEE	60,000.00	35,789.13	24,210.87	59.65	(73,128.57)
110-000.000-615.830	FRANCHISE FEES-LANDING FEES	27,000.00	18,212.10	8,787.90	67.45	(31,147.40)
110-000.000-665.000	INVESTMENT INCOME	30,000.00	10,566.62	19,433.38	35.22	(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	126,544.40	6,655.60	95.00	(139,225.47)
110-000.000-665.915	RENTAL-T-HANGARS	57,600.00	43,480.00	14,120.00	75.49	(57,454.19)
110-000.000-665.920	RENTAL-AIRPORT BUSINESS CENTER	10,200.00	5,845.80	4,354.20	57.31	(9,900.25)
Total		770,000.00	579,298.06	190,701.94	75.23	(833,662.51)
Revenues		770,000.00	579,298.06	190,701.94	75.23	(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	47,841.96	47,658.04	50.10	49,883.63
110-595.100-702.000	PAYROLL-TEMPORARY HELP	26,000.00	3,810.00	22,190.00	14.65	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	2,266.95	(2,266.95)	100.00	8,344.67
110-595.100-712.000	PAYROLL-HOLIDAYS	0.00	2,801.88	(2,801.88)	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	1,719.82	(1,719.82)	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	138.48	(138.48)	100.00	0.00
110-595.100-721.005	RETIREMENT CONTRIBUTION MERS DC	7,700.00	4,232.87	3,467.13	54.97	4,568.09
110-595.100-723.000	EMPLOYER FICA/MEDICARE CONTRIBUTION	9,300.00	4,470.71	4,829.29	48.07	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	2.01	297.99	0.67	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	116.54	1,883.46	5.83	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	25,517.00	2,483.00	91.13	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	19,365.50	11,434.50	62.88	37,863.00
110-595.100-803.000	CONTR-HUMAN RESOURCES	0.00	0.00	0.00	0.00	1,565.00
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	1,479.00	8,521.00	14.79	1,600.00



West Michigan Airport Authority Budget Performance Report

Balance As Of 01/31/2026

		25-26 Amended Budget	YTD Balance 01/31/2026	Available Balance 01/31/2026	% Bdgdt Used	End Balance 06/30/2025
<b>Fund: 110 WMAA (AIRPORT) GENERAL FUND</b>						
<b>Account Category: Expenditures</b>						
595.100						
110-595.100-807.415	CONTRACTUAL-ARCHITECT/ENGINEER	0.00	258.00	(258.00)	100.00	(48.95)
110-595.100-808.000	CONTR-BLDGS&GRNDS	14,200.00	0.00	14,200.00	0.00	988.38
110-595.100-808.002	CONTR-BLDGS&GRNDS SOLID WASTE DISPOS	1,000.00	207.70	792.30	20.77	977.57
110-595.100-808.801	CONTR-BLDGS&GRNDS MAINTENANCE GENERA	7,000.00	7,661.24	(661.24)	109.45	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	26,992.32	88,007.68	23.47	113,668.00
110-595.100-812.120	CONTR-FBO GEN MAINTENANCE	19,000.00	4,870.63	14,129.37	25.63	18,415.60
110-595.100-816.000	CONTRACTUAL-SOFTWARE SUBSCRIPTIONS	5,000.00	392.97	4,607.03	7.86	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	31.58	1,968.42	1.58	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	16,866.86	(1,866.86)	112.45	43,412.63
110-595.100-903.005	CONTR-ADVERTISING/MARKETING	50,000.00	3,250.00	46,750.00	6.50	0.00
110-595.100-920.805	PUBLIC UTILITIES-FENCE GATES	600.00	266.47	333.53	44.41	517.58
110-595.100-920.810	PUBLIC UTILITIES-LANDING LIGHTS/SYST	4,500.00	1,930.61	2,569.39	42.90	4,171.69
110-595.100-920.815	PUBLIC UTILITIES-PARKING LOT LIGHTS	700.00	306.88	393.12	43.84	457.95
110-595.100-920.820	PUBLIC UTILITIES-RUNWAY LIGHTS	6,000.00	2,569.84	3,430.16	42.83	5,146.90
110-595.100-920.825	PUBLIC UTILITIES-T HANGARS	5,800.00	2,873.21	2,926.79	49.54	5,200.05
110-595.100-933.000	EQUIPMENT MAINTENANCE-GENERAL	0.00	786.00	(786.00)	100.00	1,344.16
110-595.100-933.015	EQUIPMENT MAINTENANCE-ILS LANDING	28,000.00	10,000.00	18,000.00	35.71	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
110-595.100-946.000	OFFICE EQUIP RENTAL/LEASE	0.00	262.99	(262.99)	100.00	0.00
110-595.100-955.000	MISC. GENERAL	3,000.00	44.95	2,955.05	1.50	1,365.43
110-595.100-960.000	EDUCATION, TRAINING, CONF REGISTRATI	3,000.00	755.00	2,245.00	25.17	375.00
110-595.100-961.000	TRAVEL, MEALS, MILEAGE	3,000.00	1,381.90	1,618.10	46.06	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	37,956.00	3,544.00	91.46	36,098.00
110-595.100-964.001	REFUNDS-PRIOR YEAR PROPERTY TAX	0.00	69.46	(69.46)	100.00	75.92
110-595.100-965.000	DUES & SUBSCRIPTIONS	4,000.00	2,774.19	1,225.81	69.35	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>279,036.16</b>	<b>456,163.84</b>	<b>37.95</b>	<b>689,334.47</b>
595.200						
110-595.200-808.001	CONTR-BLDGS&GRNDS JANITORIAL	12,500.00	5,855.97	6,644.03	46.85	9,385.88
110-595.200-850.000	COMMUNICATIONS TELEPHONE	7,800.00	3,720.00	4,080.00	47.69	8,125.38
110-595.200-901.000	PRINTING	1,700.00	24.86	1,675.14	1.46	764.15
110-595.200-920.005	PUBLIC UTILITIES-HBPW	19,500.00	10,185.28	9,314.72	52.23	18,768.81
110-595.200-921.010	PUBLIC UTILITIES-NATURAL GAS	5,500.00	468.68	5,031.32	8.52	4,986.25
110-595.200-931.000	BLDG & GRNDS MAINT GENERAL	8,000.00	3,131.95	4,868.05	39.15	5,087.84
110-595.200-933.000	EQUIPMENT MAINTENANCE-GENERAL	10,000.00	2,498.50	7,501.50	24.99	12,624.73
110-595.200-946.000	OFFICE EQUIP RENTAL/LEASE	3,200.00	1,538.94	1,661.06	48.09	(201.94)



West Michigan Airport Authority Budget Performance Report

Balance As of 01/31/2026

	25-26 Amended Budget	YTD Balance 01/31/2026	Available Balance 01/31/2026	% Bdgt Used	End Balance 06/30/2025
<b>Fund: 110 WMAA (AIRPORT) GENERAL FUND</b>					
<b>Account Category: Expenditures</b>					
595.200					
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	27,424.18	40,775.82	40.21	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	306,460.34	496,939.66	38.15	886,001.57
<b>Fund 110 - WMAA (AIRPORT) GENERAL FUND:</b>					
TOTAL REVENUES	770,000.00	579,298.06	190,701.94	75.23	(833,662.51)
TOTAL EXPENDITURES	803,400.00	306,460.34	496,939.66	38.15	886,001.57
NET OF REVENUES & EXPENDITURES:	(33,400.00)	272,837.72	(306,237.72)		(52,339.06)



West Michigan Airport Authority Budget Performance Report

Balance As of 01/31/2026

	25-26 Amended Budget	YTD Balance 01/31/2026	Available Balance 01/31/2026	% 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	12,543.23	17,456.77	41.81	(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	33,138.29	1,670,661.71	1.94	(219,757.33)
Revenues		1,703,800.00	33,138.29	1,670,661.71	1.94	(219,757.33)
<b>Account Category: Expenditures</b>						
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	16,825.35	(1,825.35)	112.17	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	1,750.00	63,250.00	2.69	0.00
Total		2,032,000.00	266,723.67	1,765,276.33	13.13	45,259.83
Expenditures		2,032,000.00	266,723.67	1,765,276.33	13.13	45,259.83
Fund 410 - WMAA (AIRPORT) CAPITAL PROJECTS:						
TOTAL REVENUES		1,703,800.00	33,138.29	1,670,661.71	1.94	(219,757.33)
TOTAL EXPENDITURES		2,032,000.00	266,723.67	1,765,276.33	13.13	45,259.83
NET OF REVENUES & EXPENDITURES:		(328,200.00)	(233,585.38)	(94,614.62)		174,497.50



# Balance Sheet

Through 01/31/26

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	1,352,513.44
110-000.000-018.000	Accounts Receivable General	10,476.82	30,062.98
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>		<b>1,213,625.66</b>	<b>1,382,534.54</b>
<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>		<b>128,431.53</b>	<b>24,502.69</b>
<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	1,233,031.85
<b>FUND EQUITY TOTALS</b>		<b>1,085,194.13</b>	<b>1,358,031.85</b>
<b>LIABILITIES AND FUND EQUITY</b>		<b>1,213,625.66</b>	<b>1,382,534.54</b>
<b>Fund Balance, Beginning</b>			<b>1,358,031.85</b>
<b>Remaining Budget Revenues</b>			<b>190,701.94</b>
<b>Remaining Budget Expenditures</b>			<b>(496,939.66)</b>
<b>Fund Balance, Estimated Ending</b>			<b>1,051,794.13</b>
<b>Fund Balance % of Budgeted Expenditures</b>			<b>133%</b>
<b>Year-End Transfer to Capital</b>			
<b>FY 2025 Ending Fund Balance (Unassigned)</b>			<b>960,194.13</b>
<b>2026 Budgeted Expenditures</b>			<b>791,400.00</b>
<b>Fund Balance % of Budgeted Expenditures</b>			<b>121%</b>
<b>Proposed Transfer of amount &gt; 120% max range</b>			<b>10,514.13</b>



# Balance Sheet

Through 01/31/26

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	1,254,920
410-000.000-078.000	Due from State of Michigan Due from State-Aeronautics	-	-
<b>ASSETS TOTALS</b>		<b>1,490,810</b>	<b>1,254,920</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	1,253,417
<b>FUND EQUITY TOTALS</b>		<b>1,487,003</b>	<b>1,253,417</b>
<b>LIABILITIES AND FUND EQUITY TOTALS</b>		<b>1,490,810</b>	<b>1,254,920</b>

CASH DISBURSEMENT REPORT WMAA FOR CITY OF HOLLAND

EXP CHECK RUN DATES 01/01/2026 - 01/31/2026

POSTED  
PAID

Invoice Number	Date Paid	Approval Department	Paid By Check Number	Vendor Name	Description	Inv Amt
725473	01/08/2026	AIR	15972	123.NET-ACH	AIRPORT PHONE CHARGES 01/014/26 - 01/31/26	620.00
3285224	01/08/2026	AIR	93785	ARROWASTE INC.	AIRPORT MONTHLY BILLING DATED 01/01/26	51.80
2025 DEC BILLI	01/08/2026	AIR	15974	AVFLIGHT HOLLAND CORPORTATION - ACH	CHARGES FROM AVFLIGHT FOR DEC 2025	18,458.25
27332	01/22/2026	AIR	93898	BOILEAU & CO.	RETAINER FOR DECEMBER 2025 SERVICES	3,000.00
42522819	01/22/2026	AIR	16014	CANON FINANCIAL SERVICES INC. - ACH	AIRPORT CANNON COPIER USAGE JAN 2026	284.21
379343	01/22/2026	AIR	93899	CUNNINGHAM DALMAN P.C.	LEGAL FEES AIRPORT	390.00
379340	01/22/2026	AIR	93899	CUNNINGHAM DALMAN P.C.	LEGAL FEES AIRPORT	58.50
379342	01/22/2026	AIR	93899	CUNNINGHAM DALMAN P.C.	LEGAL FEES AIRPORT	1,092.00
379341	01/22/2026	AIR	93899	CUNNINGHAM DALMAN P.C.	LEGAL FEES AIRPORT	487.50
379339	01/22/2026	AIR	93899	CUNNINGHAM DALMAN P.C.	LEGAL FEES AIRPORT	780.00
379338	01/22/2026	AIR	93899	CUNNINGHAM DALMAN P.C.	LEGAL FEES AIRPORT	292.50
379337	01/22/2026	AIR	93899	CUNNINGHAM DALMAN P.C.	LEGAL FEES AIRPORT	312.00
379336	01/22/2026	AIR	93899	CUNNINGHAM DALMAN P.C.	LEGAL FEES AIRPORT	373.50
379420	01/22/2026	AIR	93899	CUNNINGHAM DALMAN P.C.	LEGAL FEES AIRPORT	2,164.50
859	01/08/2026	AIR	15985	HARRIS AIRPORT SYSTEMS - ACH	DECEMBER 2025 MAINTENANCE FEE AIRPORT	3,000.00
858	01/08/2026	AIR	15985	HARRIS AIRPORT SYSTEMS - ACH	NOVEMBER 2025 MAINTENANCE FEE AIRPORT	3,000.00
857	01/08/2026	AIR	15985	HARRIS AIRPORT SYSTEMS - ACH	AIRPORT OWNED TEST EQUIPMENT CALIBRATION	786.00
BPW 11/8-12/8/	01/08/2026	AIR	93786	HOLLAND BOARD OF PUBLIC WORKS	11/08/25 - 12/08/25 2025 AIRPORT BPW	2,779.07
BPW 12/8-1/8/2	01/29/2026	AIR	94024	HOLLAND BOARD OF PUBLIC WORKS	BPW 12/08/25-01/08/26 AIRPORT	3,231.13
1719	01/29/2026	AIR	94025	JOSE S MARROQUIN MELENDDEZ	CLEANING SERVICES AIRPORT 12/20/25-01/20/26	720.00
1603	01/29/2026	AIR	94025	JOSE S MARROQUIN MELENDDEZ	CLEANING SERVICES AIRPORT 04/20/25 - 05/20/25	720.00
FEBRUARY 2026	01/29/2026	PAY	16077	MADISON NATIONAL LIFE CO, INC - ACH	ACCT 102906800000000	6,095.86
3304397726	01/29/2026	AIR	16101	PCARD - ADOBE PURCHASES	ACROBAT PRO	21.19
12/28/2025	01/29/2026	AIR	16101	PCARD - MENARDS PURCHASES	BROOM MOUNTING EQUIPMENT	116.54
G126631107	01/29/2026	AIR	16101	PCARD - MICROSOFT PURCHASES	SUBSCRIPTIONS	2,703.00
91088578	01/22/2026	AIR	93900	QUALITY AIR HEATING & COOLING INC	SERVICE ON HEATING EQUIPMENT - AIRPORT	585.58
260000000814	01/29/2026	AIR	94026	STATE OF MICHIGAN - MDOT	FINAL PAYMENT ON B-26-0045-4323	732.36
25-24579	01/08/2026	AIR	93787	TIM'S TOWING LLC	AIRPORT: TOWING CHARGES FOR TARMAC SWEEPER GR-AIRP	1,750.00
3005567315	01/22/2026	AIR	93901	USDA, APHIS, GENERAL	QTRLY CHARGES THROUGH 12/31/25 - AIRPORT	4,040.77
1060021858	01/08/2026	AIR	16008	WEST MICHIGAN UNIFORM - ACH	AIRPORT DECEMBER SUPPLIES FOR WMAA	72.64
Report Total:						58,718.90

Madison National Life - airport amount is only \$15.72



January 19, 2026

Mr. Matt Neyens  
West Michigan Airport Authority  
60 Geurink Blvd  
Holland, MI 49423

Subject: Miscellaneous On-Call Planning and Engineering Services  
West Michigan Regional Airport  
Holland, Michigan

Dear Mr. Matt Neyens:

Mead and Hunt, Inc., (Mead & Hunt) is pleased to submit this proposal to provide on-call services for the West Michigan Regional Airport (BIV or Airport).

### **Project Understanding**

This project consists of miscellaneous planning and engineering services that will be provided on an as needed basis at the request of the West Michigan Airport Authority (WMAA or Authority) or the Airport.

### **Mead & Hunt's Scope of Services**

After receipt of authorization to proceed, Mead & Hunt shall provide services at the request of Airport and Authority staff. On-call services could include a variety of minor tasks such as, but not limited to:

- Coordination with the Airport Manager.
- General project support, grant administration and coordination with the Federal Aviation Administration (FAA) and Michigan Department of Transportation (MDOT) Office of Aeronautics.
- General support for Airport operations, management, and administration.
- General engineering and planning services related to airfield and landside development (i.e., private hangar development, coordination with potential developers, other air, and landside development options).
- General environmental services related to regulatory compliance.
- Attendance at meetings as requested by the Authority or the Airport Manager (i.e., Authority Representatives, Airport Committee, and various regulatory agencies).

### **Responsibilities of West Michigan Airport Authority**

Our Scope of Services and Compensation are based on West Michigan Airport Authority (WMAA) performing or providing the following:

- Document any requests for services under this agreement via email.
- Provide a designated representative with authority to transmit instructions and information, receive information, interpret policy, and define decisions.
- Grant or facilitate access to the project site.
- Provide available data, drawings, and information related to the project.
- Review draft-final plans/specs/reports, etc. within four (4) weeks of receipt.
- Protect Mead & Hunt-supplied digital information or data, if any, from contamination, misuse, or changes.

### **Work Not Included in the Scope of Services**

The following items are excluded from this agreement and will be provided by WMAA or provided by Mead & Hunt as an Additional Service only as authorized by WMAA:

- None are identified at this time. However, additional items will be addressed individually as each request is made for services.

### **Project Schedule**

- The term of this contract will be from the date of execution through December 31, 2027.

### **Compensation**

The work described under the Scope of Services will be performed on a time-and-expense basis in accordance with the *Mead & Hunt Aviation East and Midwest Billing Rate Schedule*, which is attached (Exhibit B) and made part of this proposal. Please note, a copy of the 2026 rates is attached; however, annual updates to the rate schedule will be utilized once the Federal Cognizant Rate Audit is conducted and new rates are published for each calendar year.

**Remainder of page left blank**

**Signature page to follow**

**Authorization**

The Scope of Services and Compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of WMAA and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the Professional Services Terms and Conditions of Agreement attached as Exhibit A, hereto.

We appreciate the opportunity to submit this proposal to WMAA.

Respectfully submitted,

MEAD AND HUNT, INC.

Approved by: MEAD AND HUNT, INC.

By:   
Author/Submitter

By:   
Authorized Signer Review

Name: Stephanie Ward

Name: Brian Mohr

Title: Vice President

Title: Vice President

Date: January 19, 2026

Date: January 20, 2026

Attachment(s)

Accepted by: West Michigan Airport Authority

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

*The above person is authorized to sign for Client and bind the Client to the terms hereof.*

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

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

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

**Exhibit A. Agreement**

**MEAD AND HUNT, INC.**  
**PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT**

These Professional Services Terms and Conditions of Agreement and the Proposal (above) form the "Agreement" under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon acceptance of the Proposal by the Client. The Scope of Services, Compensation and Project Schedule sections of the attached Proposal are incorporated by reference into these Professional Services Terms and Conditions of Agreement and are part of the Agreement.

**Article 1. Scope of Work**

It is understood that the Scope of Work and the Project Schedule defined in the Proposal are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Proposal, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Proposal or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Professional Services Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

**Article 2. Fees, Billing and Payment**

Unless otherwise limited in the Proposal, purchase order, or work order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate before the Proposal is accepted by Client.

If Client requests modifications or changes in the Scope of Work related to the project, or if during project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable, unless/until a properly completed and valid tax-exemption form is received.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to [accountsreceivable@meadhunt.com](mailto:accountsreceivable@meadhunt.com) is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.  
Attn: Accounts Receivable, Mead & Hunt  
2440 Deming Way  
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

### **Article 3. Confidentiality**

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3)

compliance with any law (including without limitation, Michigan's Freedom of Information Act and Open Meetings Act, which require certain disclosures of public entities), regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Subject to the retention requirements of public entities in the State of Michigan, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

#### **Article 4. Independent Contractor Relationship**

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

#### **Article 5. Standard of Care**

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

#### **Article 6. Opinions on Cost**

Consultant may be asked to provide opinions of probable project or construction costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction or project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

**Article 7. Timeliness of Performance**

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Proposal.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

**Article 8. Force Majeure**

Neither party shall hold the other responsible for damages or delays in performance due to causes beyond the control and without the fault or negligence of the other party, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event either party has knowledge of any actual or potential delay, such party shall notify the other party in writing of such cases of delay and their probable extent and, upon such notification, the notifying party's performance obligations hereunder shall be suspended.

**Article 9. Suspension**

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for undisputed services performed and charges incurred prior to the suspension date.

**Article 10. Termination**

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent; files a petition in bankruptcy; is adjudicated bankrupt; has an assignee; referee, receiver or trustee appointed in any creditor action; has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for undisputed services rendered and documented costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

#### **Article 11. Notice to Parties**

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:  
Stephanie Ward  
2605 Port Lansing Road  
Lansing, MI 48906  
Stephanie.Ward@meadhunt.com

Client Project Manager:  
Matt Neyens  
60 Geurink Blvd.  
Holland, MI 49423  
m.neyens@wmraa.org

For Notices made pursuant to Article 12:  
Legal Department: Mead and Hunt, Inc.  
6737 W Washington Street, Suite 3500  
West Allis, WI 53214  
notices@meadhunt.com

For Notices made pursuant to Article 12:  
Cunningham Dalman, P.C.  
Attn: Rachel L. Hillegonds  
321 Settlers Road, PO Box 1767  
Holland, MI 49422-1767  
rachel@cunninghamdalman.com

#### **Article 12. Dispute Resolution**

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in the Courts stated in Article 13 below. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this Agreement), each party shall be responsible for its own legal costs. Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

#### **Article 13. Choice of Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan,

without reference to conflicts of law principles. Each party hereto agrees that the District or Circuit Court for the County of Allegan, or the Federal District Court for the Western District of Michigan (the "Courts") shall be the forum of exclusive jurisdiction for any actions, suits or proceedings arising out of or relating to this Agreement.

#### **Article 14. Indemnification**

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

#### **Article 15. Limitation of Liability**

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO (i) \$100,000 (ii) CONSULTANT'S FEE, OR (iii) THE AMOUNT OF INSURANCE PROCEEDS AVAILABLE UNDER THE CONSULTANT'S APPLICABLE POLICIES, REGARDLESS OF DEDUCTIBLE AMOUNTS, WHICHEVER OF (i) THROUGH (iii) GREATEST.

**Article 16. Insurance**

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder and shall maintain a certificate of insurance evidencing of such coverage. Client, its officers, directors, and employees shall be named as additional insured of all applicable insurance policies (except Worker's Compensation), and Consultant any of its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against Client, its directors, officers and employees.

- A. Worker's Compensation:
  - of a form and in an amount as required by state law
  
- B. Employer's Liability:
  - \$1,000,000 each accident
  - \$1,000,000 disease, each employee
  - \$1,000,000 disease, policy limit
  
- C. Automobile Liability (including all owned, hired and non-owned vehicles):
  - \$1,000,000 each accident
  
- D. Commercial General Liability (bodily injury and property damage — combined single limit):
  - \$1,000,000 each incident
  - \$2,000,000 annual aggregate
  
- E. Errors and Omissions:
  - \$5,000,000 each incident
  - \$10,000,000 annual aggregate

**Article 17. Review of Contractors Work**

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

**Article 18. Construction Means and Methods, Safety, and Conduct**

Unless otherwise expressly stated in Consultant's Proposal, this Agreement shall not be construed as

imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

### **Article 19. Ownership and Use of Documents and Concepts**

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this project. During this time, Consultant will reasonably make available these records to the Client. Consultant shall notify Client of its intent to destroy Records, with a description of such Records, at least sixty (60) days prior to destruction, so that Client can ensure compliance with its records retention policy and applicable law. In the event Client requires copies of any Records scheduled for destruction by Consultant, the cost of transferring or delivering such Records to Client shall be paid by Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this project, or any other project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from Client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

#### **Article 20. Subsurface Exploration**

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of facilities, utilities and other human-made objects beneath the surface of the project site. Consultant will notify MISS DIG of proposed excavation activities at least three (3) full business days, but no more than fourteen (14) calendar days, before starting work and will otherwise take reasonable precautions to avoid damaging these underground facilities, utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects., provided however, Consultant is solely responsible for all costs, liabilities, fines, and damages resulting from non-compliance with Public Act 174 or other applicable laws related to underground facility protection, and shall indemnify Client against any penalties or claims arising from Consultant's non-compliance

#### **Article 21. Extent of Study**

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

#### **Article 22. Hazardous Substances**

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated

at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TSDFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified by Consultant, but not originated or introduced by Consultant, in conjunction with work performed hereunder.

### **Article 23. Third Party Rights**

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

### **Article 24. Assignment**

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

### **Article 25. Lien Notice**

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

**Article 26. Waiver**

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

**Article 27. Headings**

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

**Article 28. Entire Agreement**

The parties agree that this Agreement, together with proposals and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's Proposal. The parties agree that, except as may otherwise be agreed to in writing by both parties, the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

**Article 29. Severability**

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

**Article 30. Contract Amendments**

Any amendments to the Proposal or these Professional Services Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

**Article 31. Execution of Agreement**

These Professional Services Terms and Conditions of Agreement are cross referenced in Consultant's Proposal and are accepted when the Proposal is executed by the Client or when the Client authorizes Consultant to proceed with the Scope of Work. Client's representative represents that he/she is duly authorized to enter into and sign this Agreement. The parties agree that Consultant's Proposal may be executed by Client and delivered to Consultant via facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original.

**Exhibit B. Rate Schedule**

**MEAD & HUNT, INC.**  
**Standard Billing Rate Schedule**  
**Effective January 1, 2026**

**Standard Billing Rates**

Archaeologist/Historian Technician, Project Assistant I, Technical Editor I .....	\$99.00 / hour
Archaeologist/Historian I.....	\$108.00 / hour
Archaeologist/Historian II.....	\$117.00 / hour
Archaeologist/Historian III, Project Assistant II, Technical Editor II, Technician I.....	\$131.00 / hour
Project Assistant III, Technical Editor III, Technician II .....	\$150.00 / hour
Engineer I, Architect I, Interior Designer I, Planner I, Scientist I .....	\$160.00 / hour
Project Archaeologist/Historian, Project Assistant IV, Technical Editor IV, Technician III .....	\$170.00 / hour
Registered Land Surveyor.....	\$195.00 / hour
Engineer II, Architect II, Interior Designer II, Planner II, Scientist II .....	\$188.00 / hour
Project Archaeologist/Historian, Technician IV .....	\$193.00 / hour
Senior Technician .....	\$205.00 / hour
Engineer III, Architect III, Interior Designer III, Planner III, Scientist III .....	\$213.00 / hour
Senior Engineer, Architect, Interior Designer, Planner and Scientist.....	\$237.00 / hour
Project Engineer, Architect, Interior Designer, Planner and Scientist.....	\$261.00 / hour
Senior Project Engineer, Architect, Interior Designer, Planner and Scientist.....	\$301.00 / hour
Senior Associate, Senior Client/Project Manager .....	\$336.00 / hour
Principal .....	\$370.00 / hour

**Expenses**

Geographic Information or GPS Systems .....	\$120.00 / day
Out-Of-Pocket Direct Job Expenses.....	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

**Travel Expense**

Company or Personal Car Mileage .....	IRS rate / mile
Air and Surface Transportation.....	cost plus 15%
Lodging and Sustenance.....	cost plus 15%

**Billing & Payment**

Travel time is charged for work required to be performed out-of-office.

Invoicing is on a monthly basis for work performed. Payment for services is due within 30 days from the date of the invoice. An interest charge of 1.5% per month is made on the unpaid balance starting 30 days after the date of invoice.

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This schedule of billing rates is effective January 1, 2026, and will remain in effect until December 31, 2026, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.

# TKP Holdings, LLC

1201 Industrial Ave  
Holland, MI 49424

January 20, 2026

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

## **Re: Letter of Intent to Ground Lease**

Dear Matthew and Members of the Authority Board,

*This Letter of Intent (“LOI”) amends and completely restates that LOI entered into between us on January 7, 2026. The parties intend for this LOI to be the only agreement between them at this time.*

This LOI sets forth the preliminary, non-binding understanding of TKP Holdings, LLC, a Michigan limited liability company, (“Lessee”) with respect to entering into a Ground Lease Agreement with the West Michigan Airport Authority (“Lessor”) for a certain area of land located on the premises of the West Michigan Regional Airport in Holland, Michigan.

Following are general terms and conditions under which Lessee would be willing to enter into a Ground Lease for the subject area:

### **Premises:**

The Premise consists of Lease Area H3 (approximately 66,000 square feet) as depicted on the Site Layout Plan attached hereto.

### **Rent:**

Annual rent shall be calculated at \$0.65 per square foot resulting in an annual amount for Lease Area H3 of \$42,900.00 (subject to final survey). Rent shall commence on the Effective Date. If lessee elects to terminate the Ground Lease during the Due Diligence period due to unacceptable due diligence results, and provided no construction activities have commenced, the rent payment shall be refunded to the Lessee in accordance with the terms of the ground lease. If the due diligence period ends and no written notice is given, rent will be due on an annual basis.

Commencing on the first anniversary of the Effective Date, and on each anniversary thereafter, the annual rent shall be increased in accordance with the percentage change, if any, in the Consumer Price Index.

In lieu of any advance rent payments, Lessee's sole member, Brent A. Patterson, shall personally guarantee the first four (4) years of the Lease.

**Term:**

The lease shall have an initial term of thirty (30) years, with three (3) additional options to renew, each for ten (10) years, exercisable at Lessee's sole election.

**Intended Use:**

Aviation-related facilities including, but not limited to, hangars and associated improvements, consistent with FAA regulations and airport requirements.

**Construction Commencement:**

The first ½ of construction on Lease Area H3 must commence within 24 months of the Effective Date of the Ground Lease, and the second ½ of construction on Lease Area H3 must commence with 36 months of the Effective Date of the Ground Lease.

**Improvements:**

All improvements shall be financed, constructed, and maintained by Lessee at its sole expense, subject to Lessor approval.

**Lease Execution:**

Within sixty (60) days from the date this LOI is mutually signed, the Ground Lease Agreements will be prepared by the Lessor and presented to the Lessee. The Lessor and Lessee will make diligent efforts to execute said Ground Lease within sixty (60) days of receipt of the final draft of the Ground Lease, the terms of which having been reviewed and agreed to by both Lessor and Lessee. Upon the execution of the Ground Lease said date shall be considered the Effective Date.

**Due Diligence/Inspection:**

Lessee shall have one hundred and twenty (120) days from the Effective Date to conduct due diligence, including but not limited to title review, geotechnical and environmental assessments, stormwater management plans, utility availability, FAA/airport approvals, and any other investigations deemed necessary by Lessee. This list is illustrative only and not all-encompassing. Lessee may terminate at its sole discretion within this period. All inspections and/or studies conducted during the Due Diligence/Inspection period shall be at the sole

expense of the Lessee. Lessor shall provide Lessee access to the property for the purpose of inspections.

**Assignment / Subleasing:**

Lessee may assign or sublease, all or portions of the Premises, subject to FAA and Airport Authority requirements and notice to Lessor.

**Binding Effect:**

This LOI is nonbinding. Upon execution of this Letter of Intent it is understood that time is of the essence and it is the responsibility of the Lessor to prepare the Ground Lease per the terms set forth in this LOI. Lessor agrees not to negotiate with any other parties during the term of the LOI unless the parties agree that the Ground Lease contemplated herein will not be executed at which time, this letter of intent shall expire.

We believe these terms provide a strong foundation for a mutually beneficial relationship and look forward to working together.

Respectfully,

**TKP Holdings, LLC**

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Brent Patterson, Sole Member

Accepted to and Agreed:

West Michigan Airport Authority

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

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

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

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

## UNCONDITIONAL GUARANTY OF GROUND LEASE

THIS UNCONDITIONAL GUARANTY OF GROUND LEASE (the “Guaranty”) is made this \_\_\_\_ day of \_\_\_\_\_, 20[\_\_\_], by BRENT E. PATTERSON, whose address is 839 Barkentine Drive, Holland, Michigan 49424 (the “Guarantor”), to and for the benefit of TKP Holdings, LLC, a Michigan limited liability company, with its principal place of business located at 1201 Industrial Ave., Holland, Michigan 49424 (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 President 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 for the first four (4) years of the Ground Lease.

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

