



**CITY OF ZEELAND**  
**City Council Work-Study Session**  
**Agenda**  
**City Hall – Council Chambers, 2<sup>nd</sup> Floor, 21 South Elm**  
**November 17, 2025, 5:30 p.m.**

**DISCUSSION ITEMS:**

1. Water and Electric 2026 Rate Revisions
2. MPPA Commercial & Industrial Demand Response Resolution and Master Agreement
3. Fire/Rescue Apparatus Discussion
4. Rezoning Ordinance – 500 N. Centennial
5. Sunday Alcohol Sales and Parks Ordinance Amendment
6. Social District Management Plan
7. Huntington Bank Parking License Agreement Amendments
8. Main Avenue Cameras Bid Award
9. Driveway Repair Contract – 245 Taft Street
10. Articulated Tractor Bid Award
11. Macatawa Bank Authorizing Resolution
12. Pension and OPEB Plan Updates
13. City Council Rules of Procedure Amendments
14. Closed Session – Pending Litigation

**UPCOMING BUSINESS:**

**OLD BUSINESS:**

Vacancies on Boards/Commissions:  
Board of Construction Appeals (1)  
Nominating Commission (5)

**ANNOUNCEMENTS:**



**CITY OF ZEELAND**  
**City Council Regular Meeting**  
**Agenda**  
**City Hall – Council Chambers, 2<sup>nd</sup> Floor, 21 South Elm**  
**November 17, 2025, 7:00 p.m.**

**CALL TO ORDER:**

Invocation – Mayor Kevin Klynstra  
Pledge of Allegiance to the Flag  
Excuse absent members (by motion and reason)  
Approve additions/deletions to the Agenda  
Consent Agenda (page 2)  
Public Comment/Visitors  
Communications  
City Manager's Report

**SPECIAL TRIBUTES:**

City Councilman Jim Broersma and City Councilman Glenn Kass

*\*For those that are able, please stay for cake and refreshments after the regular action items to thank Councilman Broersma and Councilman Kass for their years of service to the City of Zeeland*

**ACTION ITEMS:**

1. Ordinance 1044, Electric 2026 Rate Revisions
2. Ordinance 1045, Water 2026 Rate Revisions
3. MPPA Commercial and Industrial Demand Response Resolution and Master Agreement
4. Ordinance 1046, Rezoning Portion of 500 N. Centennial
5. Ordinance 1042, Sunday Alcohol Sales
6. Ordinance 1043, Parks Ordinance Amendment
7. Social District Management Plan Amendments
8. Huntington Bank Parking License Agreement Amendments
9. Main Avenue Cameras Bid Award
10. Driveway Repair Contract – 245 Taft Street
11. Articulated Tractor Bid Award
12. Macatawa Bank Authorizing Resolution

**REPORTS FROM CITY COUNCIL MEMBERS**

**ANNOUNCEMENTS**

## **CONSENT AGENDA**

All items listed on the consent agenda are considered to be routine and will be enacted by one motion with a roll call vote. There will be no separate discussion of these items unless a council member, a member of the administrative staff or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately in its normal sequence on the regular agenda.

1. Approve minutes of the Regular City Council meeting of November 3, 2025,
2. Approve minutes of the City Council Work Study meeting of November 3, 2025,
3. Receive for information draft minutes of the November 11, 2025 BPW Board of Commissioners meeting,
4. Ratify BPW Action#25.054, Approve Cash Disbursements and Regular Monthly Transfers,
5. Ratify BPW Action #25.057, Approve Request to Commit PFAS Settlement Funds,
6. Ratify BPW Action #25.058, Approve Church Street Reconstruction Project,
7. Ratify BPW Action #25.059, Approve Carlton Pump Station 3<sup>rd</sup> Pump Addition Professional Services.

Council Meeting  
Common Council  
November 3, 2025

### **Call to Order**

The regular meeting of the Common Council was held at 21 S. Elm Street, Zeeland, MI 49464 on Monday, November 3, 2025 Mayor Klynstra called the meeting to order at 7:15 P.M.

PRESENT: Council Members – Mayor Klynstra, Mayor Pro-Tem Gruppen, VanDorp, Broersma, Kass, Lam and Timmer

Absent: None

Staff present: City Attorney Donkersloot, City Manager Klunder, Community Development Director Tim Maday, City Marketing Director Abby deRoo and Interim Deputy City Clerk Sharon Lash

The Invocation was offered by Councilmember Glenn Kass

The Pledge of Allegiance to the Flag

### **Consent Agenda**

1. Approve minutes of the Regular City Council meeting of October 20, 2025
2. Approve minutes of the City Council Work Study meeting of October 20, 2025,
3. Receive for information draft minutes of the Brownfield Redevelopment Authority of October 13, 2026
4. Receive for information draft minutes the Local Officers Compensation Commission of October 17, 2025
5. Receive for information draft minutes of the Personnel Committee of October 22, 2025

### **Public Hearing 7:10 p.m. – Commercial Rehabilitation Act Certificate, 123 E. Main Ave.**

Mayor Klynstra called the Public Hearing to order at 7:20 p.m.

Carey Koele, 123 E Main, updated City Council on the new building that will be built and employment additions. The new two-story building will be 6,350 square feet at an estimated cost of \$2,000,000. The building will retain ten existing professional staff and enable the addition of five or more new staff over the next five years. During construction, the project is expected to support 12 to 15 construction jobs.



Community Development Director Tim Maday noted that the city leadership team appreciates the investment of Koele Godfrey and supports the granting of an Act 10 Commercial Rehabilitation Exemption Certificate.

### **Public Comments/Visitors**

None

### **Communications**

Two emails were received in the Clerk's Office. Doug Vos, Chair of SARB and owner of Don's Flowers & Gifts wrote regarding the Sunday alcohol sales and that his business was not opposed to this. Rev Eric Barnes, SARB member and Co-Pastor of Second Reformed Church is not opposed to Sunday Alcohol sales.

### **City Manager's Report**

BPW Strategic Plan – The BPW would like to extend an invitation to members of City Council to participate in our Power Supply Strategic Planning Stakeholder Working Group. Your participation is encouraged and appreciated. The BPW plans to hold a series of in-person stakeholder meetings, scheduled as follows:

- Tuesday, November 18, 2025: 4:00 – 6:00 pm
- Thursday, December 18, 2025: Time TBA
- Thursday, January 15, 2026: Time TBA

Taft Street Sidewalk – At the progress meeting this past week, staff and the engineering team evaluated the sidewalks and driveway approaches constructed as part of the Taft Street project between Lincoln Avenue and Huizenga Avenue on the west side of the street, and between Valley Street and Huizenga Avenue on the east side. The condition of the concrete in these areas was found to be less than ideal due to it being poured during a recent rain and hail event. After review, staff and the engineering team determined that the issues are cosmetic rather than structural. As a result, we will allow the concrete surfaces to weather over the winter and will reevaluate their condition in the spring. If the appearance remains unacceptable at that time, the affected sections will be removed and replaced.

Downtown Parking – For many years, and even more recently, the city has participated in parking lot leases with other entities to complement our city-owned parking lots. These leases have been instrumental in our efforts around downtown development. In addition to the parking capacity associated with these leases and the city lots, we have also been evaluating our parking rules and regulations, and this summer we implemented timed parking restrictions that dramatically altered the parking patterns of downtown employees. In response to these recent changes to downtown parking and the community feedback that has followed, staff has been diligently, and continually, reviewing the City's parking system and all aspects of our parking rules, regulations and leases. To further assist our evaluation, we are in the process of

asking to include two members of the Planning Commission and two members of the Shopping Area Redevelopment Board (SARB) in these discussions and evaluations. Staff, together with the City's parking consultant, will meet with the group to review current parking conditions, recent changes, and the input received from the public. This process will help the consultants and staff develop strategies to improve parking management and present those recommendations to SARB, the Planning Commission, and City Council.

Retiree Medicare Advantage Plan Meeting –Given we are changing our Medicare Advantage Plan to Humana on January 1, 2026, that will be managed by Retiree First, we held a meeting for our retirees/spouses on October 30 to share information about the plan, the transition to the plan, how it will be administered, answer questions, etc. The meeting was well attended and Retiree First did an excellent job of unveiling the plan and answering questions. Our city team is excited to work with Retiree First moving forward as we feel they have the expertise in the Medicare arena.

### **Action Items**

#### **25.157 Koele Godfrey Commercial Rehabilitation Exemption Certificate**

Motion was made by Mayor Pro – Tem Gruppen and seconded by Councilmember Broersma to Adopt the resolution to grant an Act 210 Commercial Rehabilitation Exemption Certificate for the building replacement project at 123 E. Main Ave. (Parcel Number 70-17-18-357-051)

Ayes: Mayor Klynstra, Mayor Pro – Tem Gruppen, Kass, Timmer, VanDorp, Lam, Broersma

No Votes: None

Absent: None

#### **25.158 Ordinance 1042, Sunday Alcohol Sales Amendment**

Motion was made Councilmember Broersma and seconded by VanDorp that City Council approve the 1<sup>st</sup> reading of proposed amendment to the city's Alcohol Ordinance #1042 to permit Sunday alcohol sales between 12:00 p.m. and 2:00 a.m. Monday.

Ayes: Mayor Klynstra, Timmer, VanDorp, Lam, Broersma, Kass

No Votes: Mayor Pro-Tem Gruppen

Absent: None

#### **25.159 Ordinance 1043, Parks Ordinance Amendment**

Motion was made by Councilmember VanDorp and seconded by Broersma that City Council approve the 1<sup>st</sup> reading of proposed amendment to the city's Parks Ordinance #1043 to allow alcohol consumption in City parks located within the Social District, provided such activity complies with all Social District rules and regulations.

Ayes: Mayor Klynstra, Mayor Pro – Tem Gruppen, VanDorp, Lam, Broersma, Kass and  
Timmer

No Votes: None

Absent: None

**25.160 MDOT Agreement, Church Street Reconstruction Agreement**

Motion was made by Councilmember Kass and seconded by Timmer to Authorize the resolution to approve MDOT Contract No. 25-5492 for improvements to Church Street from Washington Avenue to Central Avenue and authorize the Mayor and City Clerk to sign the contracts.

Ayes: Mayor Klynstra, Mayor Pro – Tem Gruppen, Lam, Broersma, Kass, Timmer and  
VanDorp.

No Votes: None

Absent: None

**25.161 Church Street Bid Award, Central to Clean Water Plant**

Motion was made by Councilmember Timmer and seconded by Broersma to Award a contract for the reconstruction of Church Street, Lincoln Avenue, Sewer Plant Road, and Cemetery Drive to Diversco Construction Co. in the amount of \$3,718,876.00, and set a total project budget of \$4,600,000 subject to BPW Board approval of the water portion of the project.

Ayes: Mayor Klynstra, Mayor Pro – Tem Gruppen, Broersma, Kass, Timmer, VanDorp  
And Lam

No Votes: None

Absent: None

**25.162 Picnic Table Bid Award**

Motion was made by Councilmember Lam and seconded by VanDorp to Authorize the purchase of twenty City Series Commercial Picnic Tables from Barco Products in the amount of \$21,726.18 and approve a waiver of the formal bidding process due to the proprietary nature of the product and the desire to match existing park furnishings.

Ayes: Mayor Klynstra, Mayor Pro – Tem Gruppen, Kass, Timmer, VanDorp, Lam and  
Broersma

No Votes: None

Absent: None

#### **25.163 2026 Health Insurance Renewal**

Motion was made by Mayor Pro - Tem Gruppen and seconded by Timmer to accept the leadership team's and Personnel Committee's recommendation to renew the 2025 health plans with the Western Michigan Health Insurance Pool for 2026.

Ayes: Mayor Klynstra, Mayor Pro-Tem Gruppen, Timmer, VanDorp, Lam, Broersma, Kass  
No Vote: None  
Absent: None

#### **25.164 2026 Employee Funding Policy Amendment**

Motion was made by Councilmember Broersma and seconded by Timmer to accept the leadership team's and Personnel Committee's recommendation to amend the Funding Policies for Full-Time Employee Health/Rx/Dental Coverage as of January 1, 2026 as presented.

Ayes: Mayor Klynstra, Mayor Pro – Tem Gruppen, Kass, Timmer, VanDorp, Lam and Broersma  
No Vote: None  
Absent: None

#### **25.165 Retiree First Service Agreement**

Motion was made by Councilmember VanDorp and seconded by Mayor Pro – Tem Gruppen to move to approve the attached Retiree Benefit Management Services Agreement with Retiree First.

Ayes: Mayor Klynstra, Mayor Pro – Tem Gruppen, VanDorp, Lam, Broersma, Kass and Timmer  
No Votes: None  
Absent: None

**25.166 Local Officers Compensation Commission Report** Motion was made Councilmember Kass and seconded by VanDorp to approve the report of October 17, 2025 on Elected Officials compensation by the Local Officers Compensation Commission

Ayes: Mayor Klynstra, Mayor Pro – Tem Gruppen, Lam, Broersma, Kass, Timmer and VanDorp  
No Votes: None  
Absent: None

**25.167 Board of Public Works Commissioner Reappointment**

Motion was made by Councilmember Timmer and seconded by Mayor Pro – Tem Gruppen to make a motion and support to reappoint Mark Cooney to a 5-year term on the Board of Public Works with said term expiring June 30, 2030

Ayes: Mayor Klynstra, Mayor Pro – Tem Gruppen, Broersma, Kass, Timmer, VanDorp and Lam

No Votes: None

Absent: None

There being no further business, motion was made by Councilmember Broersma and seconded by Timmer to adjourn the meeting. Motion carried by all voting aye. Time called at 7:50 P.M.

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Mayor Kevin Klynstra

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Sharon Lash, Interim Deputy City Clerk

MEMORANDUM OF – STUDY SESSION  
Zeeland City Hall Council Chambers  
Monday, November 3, 2025  
5:30 P.M.

PRESENT: Council Members – Mayor Klynstra, Mayor Pro – Tem Gruppen, VanDorp,  
Broersma, Timmer, Lam and Kass

ABSENT: None

Staff Present: City Attorney Donkersloot, City Manager Klunder, Community Development  
Director Maday, City Marketing Director Abby deRoo and Interim Deputy City Clerk Sharon Lash

Mayor Klynstra called the meeting to order at 5:30 P.M.

**Ordinance 1042, Sunday Alcohol Sales Amendment**

Abby deRoo, City Marketing Director states that through the 2025 Strategic Action Plan, City Council directed staff to evaluate restaurant perspectives regarding Sunday alcohol sales in Zeeland. In alignment with that directive, City staff initiated outreach to all on-premise licensed establishments to gather their feedback.

It is important to note that license holders did not approach the City requesting this change. Rather, the City undertook this inquiry proactively as part of its strategic goal to assess the potential impacts of expanded alcohol sales on local business vitality.

Feedback from that outreach revealed the following:

- One downtown license holder expressed strong interest in Sunday sales as a business expansion opportunity.
- A couple indicated that while they have no plans to open regularly on Sundays, they support the flexibility the change would provide, particularly for hosting private events or future growth.

No license holders expressed opposition to Sunday sales.

In response, the City Attorney prepared a draft amendment to Section 4-22 of Volume I of the Zeeland City Code, which would allow on-premise and off-premise license holders to serve or sell alcohol on Sundays between 12:00 p.m. and 2:00 a.m. Monday, consistent with State of Michigan law.

This amendment is intended to create uniformity with neighboring jurisdictions and to allow each establishment freedom to determine whether Sunday operations are appropriate for their business model, clientele, and staffing levels.

While this amendment would provide expanded flexibility for business operations, it does not alter the Social District's hours of operation, which remain Monday through Saturday, 8:00 a.m. – 11:00 p.m., per the Social District Management and Maintenance Plan.

Staff respectfully recommends that City Council approve the proposed amendment to the city's Alcohol Ordinance #1042 to permit Sunday alcohol sales between 12:00 p.m. and 2:00 a.m. Monday.

### **Ordinance 1043, Park Ordinance Amendment**

In 2023, City Council expanded the boundaries of the Downtown Zeeland Social District to include several city-owned parks, adjacent to downtown. Since that time, these areas—Elm Street Park and Vande Luyster Square—have since been functioning successfully as active Social District spaces. The Downtown Splash Pad Park, however, has remained excluded from Social District activities. The proposed amendment to Section 14-3 of Volume I of the Zeeland City Code would simply formalize current practice.

This amendment codifies existing practices already in operation under the Social District Management and Maintenance Plan. Alcohol consumption in these areas must comply with all Social District rules, including:

- Alcohol must be purchased from a Social District license holder.
- Consumption must occur within the designated Social District boundary.
- Consumption must only occur during designated Social District hours (Mon-Sat 8am-11pm).

The Downtown Splash Pad Park currently is only included for special occasions (by City Council approval, with none requested to date) which our leadership team suggests that City Council may wish to eliminate the Splash Pad from the Social District Boundary.

The City of Zeeland has long been recognized as a community grounded in tradition and strong moral character. The consideration of Sunday alcohol sales has prompted thoughtful reflection and, at times, spirited discussion among residents and community partners. Staff acknowledges the concerns that have been expressed on Sunday Alcohol Sales, consumption of alcohol in parks, and even how parking may be impacted. Given that Monday's review of these ordinances will not be emergency readings, the city has time to continue to engage in respectful dialogue on these topics. Ultimately, the proposed amendments are not meant to alter Zeeland's identity, but rather to expand local choice and economic development within a framework of respect, regulation, and community balance.

Staff recommends that City Council approve the proposed amendment to the city's Parks Ordinance #1043 to allow alcohol consumption in City parks located within the Social District, provided such activity complies with all Social District rules and regulations. This update formalizes an existing practice and maintains the exclusion of the Downtown Splash Pad.

### **Social District Management Plan Discussion**

Abby deRoo, City Marketing Director states, as the City reviews potential amendments to Zeeland's alcohol ordinance, staff determined that this is also an appropriate opportunity to consider several minor updates to Zeeland's Social District Plan. Abby reviewed several documents with City Council.

- The proposed draft of the Social District Maintenance and Management Plan dated October 2025.
- The existing plan, dated 7/18/22.
- Side-by-side views of existing map and proposed map.

When comparing the two versions, the following key changes are noted in the 2025 draft:

- Social District use is not permitted on Sundays.
- Social District use is prohibited within the Splash Pad area.
- All other public property within the Social District—excluding the Splash Pad—is Permitted for use Monday through Saturday 8:00 a.m. to 11:00 p.m.
- Designations for special-event-only areas have been removed.

Over the past five years since the introduction of Zeeland's Social District, the area has remained well maintained and free of significant issues or concerns. The community's use of the Social District has been mild, respectful, and consistent with Zeeland's family-friendly character. While activity within the District increases during special events, these occasions have continued to reflect the City's wholesome and welcoming atmosphere. Overall, the Social District has proven to be a positive and beneficial component of downtown Zeeland.

Although state legislation grants the City Manager the authority to amend the Social District Maintenance and Management Plan, City staff believe it is important for such updates to be reviewed and approved by the City Council. Accordingly, staff will seek Council's consideration and approval of the proposed plan at the November 17, 2025 City Council meeting.

### **Brownfield Tax Increment Financing Policy Amendment and Economic Development Financial Incentives Policy Review**

Tim Klunder, City Manager, reports The City's 2025 Strategic Action Plan notes a couple of action steps under the Commitment of Community and Economic Development. Our leadership team has been working on these policies, and we first presented them to their Brownfield Redevelopment Authority on October 13, 2025 meeting. We now feel the Brownfield TIF Policy should undergo another update.

Two primary reasons are suggested for the updates. (1) In 2023 the State of Michigan enabled housing activities to qualify for tax increment financing in the Brownfield Act if certain criteria are met with the project. (2) Within the city we have seen developments, particularly in the downtown, seek multiple layers of tax incentives to make the project financially viable. We are thus recommending an overall Economic Development Incentive Policy be established and therefore, the Brownfield TIF Policy should reference that proposed new policy as well.



The Brownfield TIF amendments include additions for housing incentives, administrative fee percentages, interest payments, maximum brownfield incentive of 40% if layered with other incentives, 50% if only a brownfield incentive, and funding for public infrastructure and/or local brownfield fund.

In conjunction with the Brownfield TIF Policy amendments, we are proposing a new policy that looks to bring equity to projects that may seek multiple financial incentives. While some projects have only sought brownfield incentives, more recently, projects have looked to layer incentives such as Commercial Rehabilitation Incentives, Brownfield Incentives, property purchases, etc. A number of guidelines for the policy were reviewed with the key objective being that a project should receive no more than a 50% incentive of the project's cash value

City Manager Klunder reviewed a chart of how percentages would have been calculated on existing projects and an example of a potential housing project that would not have met the policy and thus, would have to alter their request in order to comply with the policy. A review of existing projects helped formulate the percentage maximums that have been proposed.

Following City Council's feedback and any adjustments to the policies that need to be made, our leadership team would bring them back to the Brownfield Redevelopment Authority for approval consideration and then they would return to City Council for consideration.

### **Koele Godfrey Commercial Rehabilitation Act Exemption**

Tim Maday, Community Development Director reports 123 Main Development Inc, is planning a redevelopment of its site located at 123 E. Main Ave in downtown Zeeland. The proposal includes removing the existing single-story building and constructing a new two-story building in its place. The new building would be approximately 6,350 square feet in area and represent a capital investment of \$2,000,000.

This project supports several goals outlined in the City's Downtown Vision Plan, including the rehabilitation of existing buildings in the downtown core and encouraging the construction and use of second floors in downtown buildings.

As part of the project, the developers are seeking an Act 210 Commercial Rehabilitation Property Tax Exemption. This exemption allows only the school operating millage and the State Education Tax to be levied against the new value created from the redevelopment, for a period of 10 years. In recent years, the City has supported several redevelopment projects in the central business district through this exemption.

Following the establishment of an Act 210 Commercial Rehabilitation District for this property at the July 21, 2025 City Council meeting, the property owner/developer filed the enclosed Act 210 Exemption Certificate Application. The application was reviewed by the Tax Incentive Committee at its October 6, 2025 meeting. The Committee unanimously voted to advance the application by scheduling it for a public hearing and City Council consideration.

Staff has reviewed the application package and believes it is complete. Staff further finds that supporting this project with an Act 210 Commercial Rehabilitation Exemption is appropriate, as the project aligns with the City's central business district vision.

#### **MDOT Agreement – Church Street from Washington to Central**

Tim Klunder, City Manager, reports that in coordination with the Church Street project extending from the Clean Water Plant to Central Avenue the City of Zeeland is also proceeding with the reconstruction of Church Street from Washington Avenue to Central Avenue. We needed to bid these out as separate projects because MDOT grant funding does not apply to the section of Church from Central to the Clean Water plant.

The Washington to Central portion of the project is assisted by a grant from the Michigan Department of Transportation (MDOT) under Contract No. 25-5492, providing funding for hot mix asphalt reconstruction along this corridor. The grant funded portion of the project includes aggregate base, grading, drainage, concrete sidewalk, curb and gutter, ramp improvements, pavement markings, and other necessary related work. In addition to these items, the City will also include sanitary sewer, watermain, and snowmelt improvements within the corridor.

The MDOT grant funding, totaling \$905,662, is provided through the Surface Transportation Program (STP) allocation that the City receives as a member of the Macatawa Area Coordinating Council (MACC). This STP funding is distributed on a three-year cycle among participating MACC communities.

On Monday evening, we will be requesting City Council authorization to enter into this grant agreement and to designate the Mayor and City Clerk as authorized signers on behalf of the City. The total estimated project cost is approximately \$2 million, not including sewer or water utility improvements, with the remaining balance to be funded by the City.

The project is currently out for bid, and we anticipate bringing a construction contract forward for City Council's consideration and approval at a future meeting once bids are received and reviewed. Once completed, these improvements to the Church Street corridor will provide significant infrastructure upgrades and additional capacity for years to come.

Staff recommends to approve MDOT Contract No. 25-5492 for improvements to Church Street from Washington Avenue to Central Avenue and authorize the Mayor and City Clerk to sign the contracts.

#### **Church Street Bid Award – Central Ave. to Clean Water Plant**

Tim Klunder, City Manager reports that as part of the City's capital improvement program, we are planning the reconstruction of Church Street from Washington Avenue to the Clean Water Plant in 2026. This project represents a major investment in one of the City's primary infrastructure corridors, replacing aging utilities and improving street, sidewalk, and drainage systems.

Due to MDOT funding limitations, the overall corridor had to be bid as two separate projects. The northern portion, from Washington Avenue to Central Avenue, is being completed under an MDOT grant agreement (Contract No. 25-5492), while the southern portion, from Central Avenue to the Clean Water Plant, is being funded directly by the City.

Bids for the City-funded portion of the project (Central Avenue to the Clean Water Plant, including Lincoln Avenue, Sewer Plant Road, and Cemetery Drive) were opened on October 23, 2025. Four bids were received, with the low bidder being Diversco Construction Co. at \$3,718,876.00, compared to the engineer's estimate of \$4,142,000.00. Diversco Construction has successfully completed similar projects for the City in the past, and staff recommends awarding the contract to them. The total estimated project budget is \$4,600,000, which includes design engineering, inspection, contingencies, and related costs.

From a budgetary standpoint, \$2.27 million has been set aside in the Municipal Street Fund for this project. The remaining funds are anticipated to be included in the FY27 street budget. While it is our preference to fund projects in advance of construction, the need to reconstruct Taft Street sooner than expected requires that a portion of the funding for this project come from Fiscal Year 2027.

Funding for the project will be shared among the City's Street, Water, and Sewer Funds. A portion of the sanitary sewer costs will be paid by Zeeland Township under our cost-sharing agreement for the 27-inch sanitary sewer main. This cost sharing is due to the need to oversize the sanitary sewer to accommodate future flows from the 425 District. In total, the Township is expected to contribute \$658,710 to this portion of the project. Due to the timing of the bid for this project and the meeting dates for the Board of Public Works, the award of this project will be subject to BPW Board approval.

Staff recommends to award a contract for the reconstruction of Church Street, Lincoln Avenue, Sewer Plant Road, and Cemetery Drive to Diversco Construction Co. in the amount of \$3,718,876.00 and set a total project budget of \$4,600,000 subject to BPW Board approval of the water portion of the project.

#### **Picnic Table Bid Award**

Tim Klunder, City Manager reports that as part of the current fiscal year budget, the City included funding for the replacement of twenty picnic tables. This purchase is intended to complete the phased replacement of all remaining green picnic tables in City parks and facilities.

The city received a quote from Barco Products for the purchase of twenty City Series Commercial Picnic Tables at a unit price of \$1,000 each, along with frame protectors and shipping for a total cost of \$21,726.18. A total of \$20,000 was budgeted for this item. The slight overage can be accommodated within the Parks budget.

We are requesting that City Council authorize this purchase and grant a waiver of competitive bidding. These picnic tables match the forty-identical units purchased over the past two years and are available only through Barco Products, the sole supplier of this specific model. Maintaining consistency in table design and appearance across City facilities ensures uniformity and ease of maintenance.

### **2026 Health Insurance Renewal**

Tim Klunder, City Manager reports that for 2026, our proposed rate increase from the Western Michigan Health Insurance Pool (WMHIP) is 6.1% while the city's hard cap is set at 2.9%. The 6.1% increase is the Pool's Adjusted average for Priority customers. For information, our loss ratio (the loss ratio is the difference between what is paid on behalf of the city for health-related services versus what the city pays into the Pool for premiums) was 139%. When adjusted for large claims, it was 109%. You might recall, last year's loss ratio was 178% which was part of the reason we witnessed a 10.2% increase in 2025.

We are not recommending any changes to the five existing plans' coverage limits with the exception of one change mandated by IRS regulations. That change is that our 2025 high-deductible plan with deductible amounts of \$1,650 (single) and \$3,300 (two-person and family) amounts will need to increase to \$1,700/\$3,400 per IRS regulations in order to qualify as a high-deductible plan. Consistent with our past practice, we are not recommending that we increase the amount contributed into an employee's H.S.A. so those amounts would remain at \$625 (single) and \$1,250 (two-person or family) for these plans.

Staff recommends to accept the leadership team's and Personnel Committee's recommendations to renew the 2025 health plans with the Western Michigan Health Insurance Pool for 2026 and to accept the leadership teams and Personnel Committee's recommendation to amend the Funding Policies for Full – time Employee Health/RX/Dental Coverage as of January 1, 2026 as presented.

### **Retiree First Service Agreement – Medicare Advantage Plan**

Tim Klunder, City Manager reports that in August of this year City Council authorized our leadership team to make a change in our Medicare Advantage Plan (covers both medical Parts A & B and prescriptions – Part D) to Humana as of January 1, 2026. As we noted at that time, the change to Humana will provide substantially the same benefit levels our retirees/spouses currently enjoy, but at a reduced cost. Equally important, Humana partnered with Retiree First to administer the plan. This administration covers enrollment, answering questions about the plan, eligibility, etc.

City Manager Klunder presented a Service Agreement between the city and Retiree First for calendar year 2026. While our premium for the Humana coverage includes the Retiree First service, the Service Agreement identifies the services we will receive from Retiree First, the Humana Plan they will administer, the Humana premium amounts, and the requirements of the city.

To date, our experience with Retiree First has been excellent. Members of our leadership team have been meeting with Retiree First on a regular basis since September to help with the transition to the Humana Medicare Advantage Plan. On Thursday (October 30) of this week, Retiree First held a meeting for our retirees/spouses to explain the plan and how to utilize the services of Retiree First going forward. We had approximately 20 retirees/spouses attend the meeting and my assessment is that the meeting went very well.

Staff recommends to approve the attached Retiree Benefit Management Services Agreement with Retiree First

### **City Council Rules of Procedure Review**

Tim Klunder, City Manager reports that under the City Charter, City Council determines its own rules and order of business. Historically, City Council has done this through the adoption of the “Rules of Procedure” and the “Rules of Order”. The Rules of Order adopted by City Council have consisted of simplified guidelines to parliamentary procedure called “The Meeting Will Come to Order” a publication of the North Central Region Extension. The Rules of Procedure have consisted of rules (order of business, voting, audience participation, etc.) that the city drafted and adopted in September of 2003. In both cases, a newly elected City Council adopts the Rules of Order and Rules of Procedure at its first meeting in December.

While we have no recommended changes to the Rules of Order (parliamentary procedures), we do recommend some modernization of the Rules of Procedure. City Manager Klunder reviewed some amendments to the City Council Rules of Procedure to modernize them. We welcome City Council feedback at your work/study session on Monday evening so that we can update them for further consideration by City Council at the November 17 work/study session. Our goal would be to have the updated version of the Rules of Procedure available for adoption consideration by the newly elected City Council at the December 1, 2025 meeting along with the Rules of Order.

### **Closed Session – Pending Litigation**

Motion was made by Councilmember Broersma and seconded by Councilmember Kass to enter into Closed Session at 6:45 P.M.

Roll call:

Ayes: Mayor Klynstra, Mayor Pro – Tem Gruppen, Kass, Timmer, VanDorp, Lam and Broersma

No Votes: None

Absent: None

There being no further items to discuss, Work Study was adjourned at 6:45 P.M.

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Sharon Lash, Interim Deputy City Clerk

Regular Meeting  
Board of Public Works  
Water Warehouse  
November 11, 2025

The regular meeting of the Board of Public Works Commission was held at the BPW Water Warehouse, 330 E. Washington, Tuesday, November 11, 2025. Chairperson Boerman called the meeting to order at 3:30 p.m.

PRESENT: Commissioners – Chairperson Boerman, Vice Chair Cooney, Walters

ABSENT: Commissioners – VanAst (attended via Teams), Query

Staff Present: BPW General Manager Boatright; Electric Power Supply & Market Operations Manager Mulder; Electric, Transmission and Distribution Manager Coots; Water Operations Manager Postma, City of Zeeland ACM/Finance Director Plockmeyer, City of Zeeland IT Director Maloney; Water Service Technician Wolters

Guest Present: Jillian Jurczyk, Utility Financial Solutions

Motion was made by Commissioner Cooney and seconded by Commissioner Walters to approve the minutes of the October 14, 2025 Regular Meeting. Motion carried. All voting aye.

#### ***Public Comment***

Joseph Purnell McCarter of Georgetown Township, representing the Save The Campbell effort, offered commentary on the 2<sup>nd</sup> round of “Save The Campbell” Resolutions.

#### ***Safety Minute***

The Safety Minute this month was “Complacency”

#### ***Introduction of New Employee***

Chris Wolters has been hired to fill the vacant Water Service Technician position and was in attendance at this meeting to be introduced to the Commissioners. His first day was Wednesday, November 5, 2025. He comes to the Zeeland BPW with almost two decades of experience as a public utility worker. He played a key role with his former employer. His vast knowledge of water and wastewater will help propel the Water Department to the next level. Chris was born and raised in Holland. He graduated from Holland Christian High School in 2006. He and his wife currently live on the southeast side of Zeeland with their two children.

#### **25.054 Approve Cash Disbursements and Regular Monthly Transfers**

Motion was made by Commissioner Walters and seconded by Commissioner Cooney to approve the September, 2025 cash disbursements and the regular monthly transfers for the month of September, 2025 as follows:

Cash and Investments as of : September 30, 2025

	<u>Electric</u>	<u>Water</u>
Receiving	\$ 4,676,506	\$ 1,760,536
Accumulated Debt Service (in Receiving Fund)	-	-
Recommended Transfers for the Month:	September-25	
	<u>Electric</u>	<u>Water</u>
Receiving	(934,145)	(1,288,400)
Accumulated Debt Service	-	-
Plant Improvements and Contingency	876,500	1,288,400
General Fund (per charter provision)	57,645	-

Motion carried. All voting aye.

Consultant Jillian Jurczyk presented the Electric Rate Design presentation, prepared by Utility Financial Solutions, LLC, which outlines a planned 1.5% annual system rate adjustment for January 1 of 2026, 2027, and 2028. The design also includes a \$0.015 Power Cost Adjustment (PCA) true-up, establishing a new PCA base rate of \$0.060 to align with increased power supply costs. These updates are part of Zeeland BPW's continued efforts to ensure cost-based, financially stable, and transparent electric rates consistent with long-term system reliability and operational sustainability.

#### ***Accounting, Finance & Customer Service Report***

ACM/Finance Director Plockmeyer updated the Board on current operations status, activities and projects.

Director Plockmeyer explained the 2026 Water Rate Design, prepared by Utility Financial Solutions, LLC, recommends an overall 4.9% revenue increase to maintain adequate reserves, recover inflationary and debt-related costs, and ensure continued reinvestment in water utility infrastructure. This adjustment aligns with the multi-year cost-of-service plan initiated in 2025 to sustain the long-term financial stability of the water utility.

The accompanying Ordinance formally updates Section 40-121 of the Zeeland City Code to reflect the revised water rate schedule, including readiness-to-serve and commodity charges. These rates continue to be cost-based, equitable, and consistent for water utility customers served by the Zeeland BPW.

#### 25.055            Approve 2026 Water Rate Revision Ordinance No. 1045

Motion was made by Commissioner Cooney and seconded by Commissioner Walters to approve the proposed 2026 Ordinance language as presented and recommend that this action item be placed on the November 17, 2025 City Council agenda for consideration and adoption. Motion carried. All voting aye.

Discussion continued regarding the proposed Electric rate revisions .

The accompanying Ordinance updates the City Code to reflect the new electric rate schedules, ensuring consistency with Zeeland BPW's approved rate design and cost-of-service principles.

#### 25.056            Approve 2026 Electric Rate Revision Ordinance No. 1044

Motion was made by Commissioner Walters and seconded by Commissioner Cooney to approve the proposed Electric Rate Design and corresponding Ordinance language as presented and recommend that this action item be placed on the November 17, 2025 City Council agenda for City Council consideration and adoption. Motion carried. All voting aye.

Director Plockmeyer explained at its May 10, 2024 meeting, the BPW Board approved an allocation agreement between the Zeeland BPW and the Holland BPW for a class action settlement resolving claims related to PFAS contamination in drinking water systems. This settlement limits Zeeland BPW's ability to pursue future claims against the defendants (3M and DuPont) for any future PFAS contamination issues. Zeeland BPW's share of the settlement to-date has totaled \$1,482,983.73. An additional and likely final payment of \$873,248.53 is expected in spring 2026, resulting in a total settlement amount of \$2,356,232.26.

Director Plockmeyer further explained that while Zeeland BPW currently has no PFAS-related issues in its water system and no planned improvements related to PFAS, this situation could change over time. Given the potential for future treatment requirements, staff recommend that the Board take formal action to designate the settlement funds for potential future PFAS treatment costs. This action would create an internal fund balance designation and a corresponding note in our financial statements, committing these funds for this purpose unless a future Board takes formal action to reallocate them. Segregating these funds will also allow the account to accrue interest, which could be used to offset future PFAS-related expenses. Establishing this designation demonstrates prudent financial management and ensures that both the current and future Boards consider the intended use of these funds before making any spending decisions.

25.057 Approve Request to Commit PFAS Settlement Funds

Motion was made by Commissioner Cooney and seconded by Commissioner Walters to approve the recommendation that the Zeeland Board of Public Works commit the PFAS settlement funds, totaling \$2,356,232.26, for the purpose of addressing potential future PFAS treatment needs. Motion carried. All voting aye.

***Water Department Report***

Water Operations Manager Postma updated the Board on activities, current operations status, and projects.

Manager Postma explained four (4) bids were received on Thursday, October 23, 2025 for the reconstruction of Church Street, Lincoln Avenue, Sewer Plant Road and Cemetery Drive project. All bids were reviewed and checked for accuracy. Diversco Construction Co. submitted the low bid for the project in total amount of \$3,718,876.00. The engineer's estimate was \$4,142,000.00. The bid amount from Diversco Construction Co. for Zeeland BPW Water is \$413,923.00. Additional costs that need to be included in the project are Engineering & Administration (\$50,752.80) and project contingency (\$47,316.30), for a total bid award amount of \$511,992.10. Staff request an additional five (5) percent of the total project cost (\$25,600) to be included to cover the BPW internal labor costs for a total project budget amount of \$537,592.00

- Construction \$413,923.00
- Engineering & Administration \$50,752.80
- Construction contingency \$47,316.30
- Capitalized wage for ZBPW \$25,600
- Total project \$537,292.00

In collaboration with the City of Zeeland's street reconstruction program, this project will be executed in two stages. The first stage extends from the Clean Water Plant to Central Avenue (funded by the City with utility contributions), and the second from Central Avenue to Washington Avenue (incorporating MDOT grant funding). Upon the bid award of the second stage of construction anticipated in December 2025, staff will be requesting a capital budget amendment for FY 2026 in an amount based costs for both stages of construction.

Bidder Name	Bidder Location	Quote	Meets Specification	Comments
Diversco Construction	Grand Rapids, MI	\$537,592.00	YES	RECOMMENDATION

Manager Postma explained this plan will provide significant benefits for future development within the city. At their November 3 regular meeting, Zeeland City Council approved the Church Street Reconstruction project bid award subject to Board of Commissioner approval.

25.058 Approve Church Street Reconstruction Project

Motion was made by Commissioner Walters and seconded by Commissioner Cooney to award this water main construction contract to Diversco Construction in the amount \$537,592.00. Motion carried. All voting aye.

Manager Postma explained in conjunction with increased demand in our high-pressure district and the need for added reliability, the addition of a 3rd pump at Carlton Pump Station is critical for our water systems' long-term success in high demand situations. The 3rd pump will provide the following enhancements.

- Provide redundancy to ensure daily demands are available
- Utilize innovative technology
- Allow us to operate using best practice when maximum daily flows approach 90% of firm capacity.



As this capital expenditure was not anticipated in the FY2026 capital improvement budget, staff request repurposing of two FY2026 CIP budgeted projects that will be non-performed - SCADA system replacement (\$150,000); paving 80th St. Tank parking area (\$50,000).

Staff are requesting approval for the engineering/design/bidding processes, and construction supervision at Carlton Pump Station in the total amount of \$92,137.50 which is comprised of the following:

- Preliminary design \$20,650.50
- Design & Construction Engineering \$27,414.50
- Bidding Phase \$4,357.00
- Construction Phase \$35,328.00
- Contingency (5%) \$4,387.50

Bidder Name	Bidder Location	Quote	Meets Specification	Comments
Moore & Bruggink	Grand Rapids, MI	\$92,137.50	YES	RECOMMENDATION

The installation and construction portion of this project will be included in the FY2027 CIP budget.

25.059          Approve Carlton Pump Station 3<sup>rd</sup> Pump Addition Professional Services

Motion was made by Commissioner Cooney and seconded by Commissioner Walters to award the engineering/design/bidding processes, and construction supervision for the Carlton Pump Station 3<sup>rd</sup> Pump addition to Moore & Bruggink Consulting Engineers in the total amount of \$92,137.50. Motion carried. All voting aye.

***Transmission and Distribution Operations Report***

Manager Coots updated the Board on current activities including the T & D Department Report.

***Electric Power Supply & Market Operations Report***

Manager Mulder updated the Board on current operations status, activities, projects and buildings & grounds.

***Other Business***

**Approve MPPA Commercial & Industrial Demand Response Resolution and Participation Agreement**

General Manager Boatright shared that the Michigan Public Power Agency (MPPA) has proposed a Commercial & Industrial Demand Response Project, developed in partnership with Voltus, a third-party demand response implementer. The program enables Zeeland BPW's Commercial and Industrial (C&I) customers to voluntarily reduce electric demand during grid emergency events in exchange for compensation. Participation in the program will provide Zeeland BPW with a no-cost, no- or low-risk opportunity to enhance system reliability, support sustainability goals, and strengthen the local economy by keeping performance payments within the community. The program also positions the Zeeland BPW competitively among other utilities offering similar customer options.

25.060          MPPA Commercial & Industrial Demand Response Project

Motion was made by Commissioner Walters and seconded by Commissioner Cooney to approve the Resolution authorizing participation in the MPPA Commercial & Industrial Demand Response Project and execution of the corresponding MPPA Master Participation Agreement thereby enabling Zeeland BPW to participate in the program and extend participation opportunities to eligible C&I customers. Motion carried. All voting aye.

**Informational – Water and Electric Terms of Service**

General Manager Boatright provided a summary of key content updates in the newly developed Zeeland BPW "Terms of Service" documents for Water and Electric, which replaces the prior document titled "Rules and Regulations". The new Terms of Service enhance clarity, strengthen customer protections, and align ZBPW policies with current regulatory and operational standards.

Draft copies of the proposed Water Terms of Service and Electric Terms of Service documents were included in the Board meeting packet for reference. The former Rules and Regulations documents have been retitled Terms of Service (Terms) to reflect their function as a customer-facing agreement that defines service conditions, customer responsibilities, and rights. The revised format improves readability, simplifies legal language, and aligns with current utility communication standards.

A more comprehensive glossary has been added to define key terms such as “critical care customer”, “medical emergency”, “eligible senior citizen”, and “tenant”, and so on. The Terms now include detailed criteria and certification procedures for customers qualifying as critical care or medical emergency households. The policy specifies documentation requirements, renewal timelines, and allowable postponement periods for shut-off, ensuring fair and consistent application. These additions ensure consistent application of policies and compliance with applicable regulations. The new Terms document includes enhanced language clarifying procedures for service disconnection and restoration. Details include the required notification process, payment arrangements, and reconnection procedures. Customer protections for senior citizens, low-income households, and medical or critical-care customers are consolidated into a single, clear policy. The new Terms provide clear guidance for properties served by master meters, specifying that the landlord or management authority is the customer of record and fully responsible for payment of all utility charges. The revised Terms include explicit references to cross-connection and backfeed prevention requirements under the ZBPW’s water cross connection and electrical safety and interconnection standards.

No Board action was being requested at this meeting. Staff asked the Commissioners to review the documents and be prepared to consider a recommendation for approval of the at the December 2025 Board of Commissioners meeting. As part of this initiative, staff will also introduce companion legislation that removes the former “Rules and Regulations” and “Fees and Charges” sections from the Zeeland City Code and enables future revisions of these documents to be accomplished by Resolution of the Board of Commissioners and City Council. This approach will streamline the update process, allowing more timely administrative revisions while maintaining appropriate oversight and transparency. General Manager Boatright requested that Commissioners contact him if there are any questions in the meantime.

#### **Informational – MPIA Fall 2025 Board Meeting Summary**

General Manager Boatright shared highlights from the October 28, 2025 MPIA Board of Directors meeting including:

**Investment Portfolio Performance** - The MPIA investment portfolio continues to show strong performance through the third quarter of 2025. As reported by Diamond Capital Management / The National Bank of Indianapolis, the Zeeland’s MPIA portfolio achieved a 5.43% return for Q3 2025, exceeding the blended benchmark return of 4.97%.

**Election of Officers** - Chair Andrew Boatright announced his planned retirement in September 2026 and recommended a succession plan for the Board’s leadership. The proposed slate included: Rob Shelley – Chair / Secretary; Andrew Boatright – Vice Chair / Treasurer. This recommendation was approved.

**ZBPW Storm Damage Claim Estimate** - A severe storm on September 20, 2025 caused significant damage to the Zeeland Board of Public Works’ electric distribution system, with estimated losses between \$100,000 and \$150,000. The event downed six power poles and caused outages for over 700 customers, most of whom regained power within two hours, though 26 customers experienced extended outages of up to 19 hours. Mutual aid from Holland, Lowell, Coldwater, and Niles was instrumental in a swift restoration effort. The recommendation to the Board was to authorize the insurance claim related to this incident and proceed with reimbursement through MPIA once final accounting is complete. This recommendation was approved.

The October 18 MPIA Board meeting agenda and draft minutes were also provided as part of the Board of Commissioner’s meeting materials.

#### ***Upcoming Events***

- **Next Regular ZBPW Board Meeting, Tuesday, December 9, 2025, 3:30 p.m., Water Warehouse Meeting Space, 330 E. Washington Ave, Zeeland**
- **New Utility Billing System Go-Live Date, Monday, November 17, 2025**
- **Power Supply Strategic Planning and Stakeholder Engagement Initiative - Stakeholder Working Group Meeting #1, Tuesday, November 18, 2025, 4:00 – 6:00 p.m., Howard Miller Library / Community Center West Activity Room**

- Holiday Power Dollars Distribution, Monday, December 1 – Friday, December 12, 2025
- Zeeland Magical Christmas Parade, Monday, December 1, 2025, 6:30 p.m., Downtown Zeeland
- All Staff Holiday Luncheon, Wednesday, December 3, 2025, 11:30 a.m. – 1:30 p.m., North Warehouse (Commissioners welcome!)

Motion was made and supported that the regular meeting be adjourned at 5:35 p.m. Motion carried. All voting aye.

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***Andrew Boatright, General Manager***



21 South Elm Street • Zeeland, Michigan 49464 • (616) 772-6400 • FAX (616) 772-5352

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## CITY COUNCIL MEMORANDUM

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TO: Mayor Klynstra and City Councilmembers  
FROM: Tim Klunder, City Manager  
SUBJECT: City Manager's Report  
DATE: November 14, 2025  
CC: November 17<sup>th</sup> Council Agenda

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November Election – Congratulations to City Clerk Kristi DeVerney, Interim Deputy City Clerk Sharon Lash, and the entire elections team as the Ottawa County Board of Canvassers certified the results of the November 2025 general election with every precinct balanced with no re-tabulations! As I shared with Kristi, I feel these types of results drive further confidence in our election integrity.

BPW Integrated Resource Plan Stakeholder Group – Please be reminded that the Board of Public Work's first stakeholder group meeting on the Integrated Resource Plan will be held on Tuesday, November 18 @ 4 p.m. at the Howard Miller Community Center. The BPW welcomes City Councilmember participation.

Financial Sustainability Study – A reminder that the Financial Sustainability Study will be shared at the December 1, 2025 work/study session. We will start that session at 5:30 p.m. to allow time to break for the Christmas Tree Lighting Ceremony and Magical Christmas Parade at 6:15 p.m. City Council will then reconvene as close to 7 p.m. as possible at which time early in the regular meeting session a "transition" will occur from the existing City Council to the new City Council.

Should you have any questions or concerns regarding any of the material contained herein, or any other city related matter, please do not hesitate to call upon me. Have a great weekend.

---

Timothy R. Klunder, City Manager

FEEL THE ZEEL

TO: Mayor Klynstra and City Council Members

FROM: Andrew M. Boatright, General Manager

CC: Kevin Plockmeyer, City of Zeeland Assistant City Manager / Finance Director

SUBJECT: 2026 Electric Rate Revision Ordinance No. 1044

DATE: November 14, 2025

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Attached for the City Council's consideration are materials summarizing the 2025 - 2028 Electric Rate Design and the associated Ordinance to implement updated electric rates effective January 1, 2026.

The Electric Rate Design presentation, prepared by Utility Financial Solutions, LLC, outlines a planned 1.5% annual system rate adjustment for January 1 of 2026, 2027, and 2028. The design also includes a \$0.015 Power Cost Adjustment (PCA) true-up, establishing a new PCA base rate of \$0.060 to align with increased power supply costs. These updates are part of Zeeland BPW's continued efforts to ensure cost-based, financially stable, and transparent electric rates consistent with long-term system reliability and operational sustainability.

The accompanying proposed Ordinance No. 1044 updates the City Code to reflect the new electric rate schedules, ensuring consistency with Zeeland BPW's approved rate design and cost-of-service principles. At their November 11, 2025 regular meeting the Zeeland BPW Board of Commissioners approved recommending this action item for City Council consideration and adoption with the first reading occurring on November 17 and the second reading on December 1, 2025.

**Recommendation:**

Approve Electric Rate Ordinance No. 1044.

Attachments: Zeeland BPW 2025 Electric Rate Design Slide Presentation  
Ordinance No. 1044: Electric Rate Revisions Effective January 1, 2026

# Zeeland Board of Public Works

Electric Rate Designs

Jill Jurczyk, Rates Manager

Utility Financial Solutions, LLC

# Overview of Proposed Rate Changes

*with guidance from the BPU*

- 1.5% system rate adjustment to take place on 1/1/2026, 1/1/2027, and 1/1/2028
- True up the PCA by \$0.015 to reflect increased power supply costs.
  - PCA Base will become \$0.060

# Financial Projection

## *Projected Rate Track*

Fiscal Year	Projected Rate Adjustments	Debt Coverage Ratio	Adjusted Operating Income	Optimal Operating Income	Projected Cash Balances	Recommended Minimum Cash	Bond Issues Including Fees Period Rate		
2026	1.50%	N/A	\$ (742,000)	\$ 2,923,151	\$ 16,766,913	\$ 11,153,149	-	-	0.0%
2027	1.50%	N/A	179,953	3,003,921	18,366,420	11,318,992	-	-	0.0%
2028	1.50%	9.77	415,762	3,203,177	18,044,281	11,884,533	\$ 6,000,000	20	5.0%
2029	1.50%	5.39	482,573	3,439,772	17,929,687	12,472,819	\$ 6,000,000	20	5.0%
2030	1.50%	5.86	654,754	3,543,431	18,734,615	12,209,593	-	-	0.0%



# Rate Design Summary

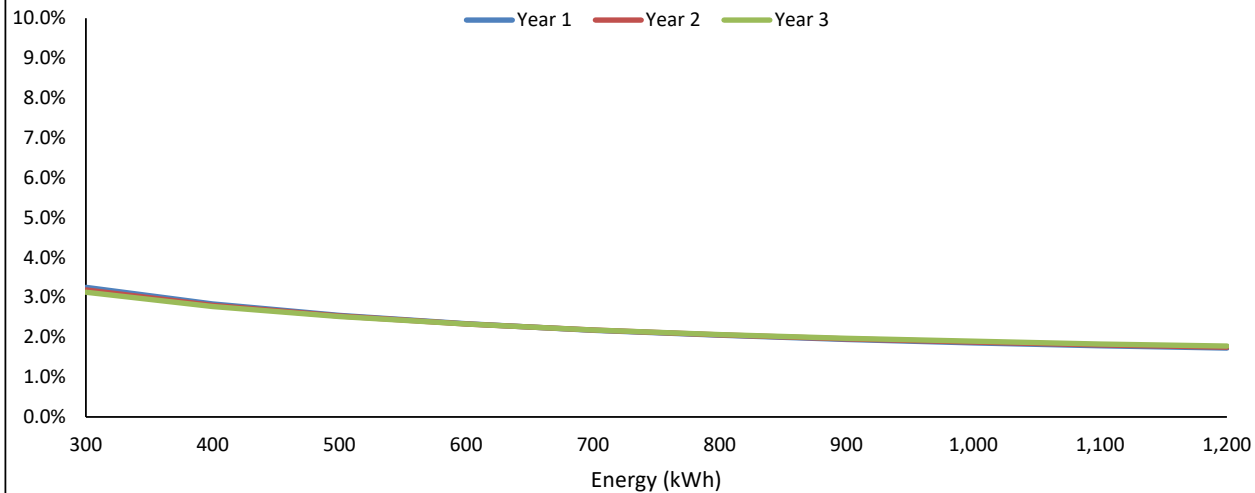
Implementation Date	1/1/2026	1/1/2027	1/1/2028		
	Projected Percentage Change Year	Projected Percentage Change Year	Projected Percentage Change Year		
Customer Class	1	2	3	COS	Rate Adjustment Guidance
Residential (A)	2.25%	2.25%	2.25%	36.2%	<i>Higher than avg</i>
General Secondary (B)	1.50%	1.50%	1.50%	13.8%	<i>Average</i>
Street Light (S)	2.90%	2.90%	2.90%	43.5%	<i>Higher than avg</i>
General Secondary (C)	1.37%	1.37%	1.37%	3.1%	<i>Lower than avg</i>
Commercial & Industrial Primary (D)	1.37%	1.37%	1.37%	7.2%	<i>Lower than avg</i>
Totals	1.50%	1.50%	1.50%	13.5%	System Average

# Residential Summary

PCA True Up		\$	0.015					
Rates		Current	1/1/2026	1/1/2027	1/1/2028			
Monthly Charge:								
Service Charge	\$	12.50	\$	13.50	\$	14.50	\$	15.50
Energy Smart Program Fee	\$	0.50	\$	0.50	\$	0.50	\$	0.50
Total Monthly Charge	\$	13.00	\$	14.00	\$	15.00	\$	16.00
Energy Charge:								
Power Cost Energy	\$	0.04500	\$	0.06000	\$	0.06000	\$	0.06000
Distribution Energy	\$	0.01860	\$	0.01940	\$	0.02025	\$	0.02115
Total Energy	\$	0.06360	\$	0.07940	\$	0.08025	\$	0.08115
Power Cost Adjustment:								
All Energy	\$	0.02000	\$	0.00500	\$	0.00500	\$	0.00500
Revenue from Rate	\$	4,868,696	\$	4,978,241	\$	5,090,252	\$	5,204,782
Change from Previous				2.25%		2.25%		2.25%

# Residential Impacts

Change by Monthly Energy (kWh) Usage (%)



Monthly \$ Change by Energy Usage

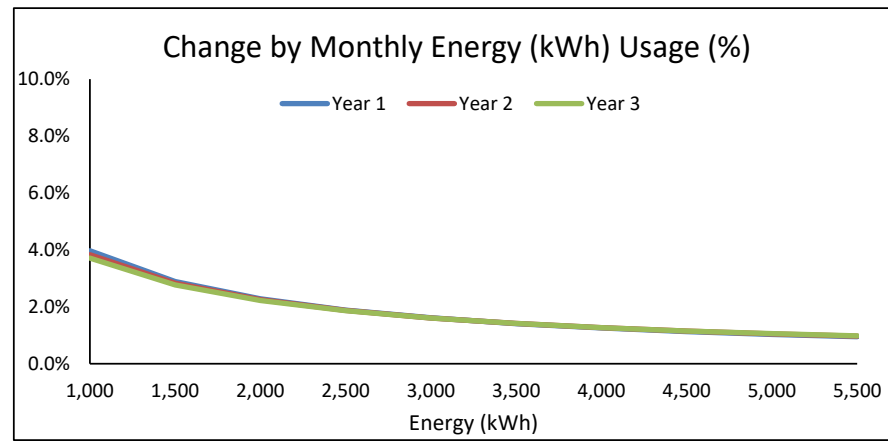
Energy	2026	2027	2028
300	\$ 1.24	\$ 1.26	\$ 1.27
400	\$ 1.32	\$ 1.34	\$ 1.36
500	\$ 1.40	\$ 1.43	\$ 1.45
600	\$ 1.48	\$ 1.51	\$ 1.54
700	\$ 1.56	\$ 1.60	\$ 1.63
800	\$ 1.64	\$ 1.68	\$ 1.72
900	\$ 1.72	\$ 1.77	\$ 1.81
1,000	\$ 1.80	\$ 1.85	\$ 1.90
1,100	\$ 1.88	\$ 1.94	\$ 1.99
1,200	\$ 1.96	\$ 2.02	\$ 2.08

Monthly % Change by Energy Usage

Energy	2026	2027	2028
300	3.2%	3.2%	3.1%
400	2.8%	2.8%	2.8%
500	2.6%	2.5%	2.5%
600	2.3%	2.3%	2.3%
700	2.2%	2.2%	2.2%
800	2.0%	2.1%	2.1%
900	1.9%	2.0%	2.0%
1,000	1.9%	1.9%	1.9%
1,100	1.8%	1.8%	1.8%
1,200	1.7%	1.8%	1.8%

# General Secondary (B) Summary

Rates	Current	Year 1	Year 2	Year 3
Monthly Charge:				
Service Charge	\$ 26.50	\$ 31.50	\$ 36.50	\$ 41.50
Energy Optimization	\$ 3.50	\$ 3.50	\$ 3.50	\$ 3.50
Total Monthly Charge	\$ 30.00	\$ 35.00	\$ 40.00	\$ 45.00
Energy Charge:				
All Energy	\$ 0.07780	\$ 0.09288	\$ 0.09298	\$ 0.09310
Power Cost Adjustment:				
All Energy	\$ 0.02000	\$ 0.00500	\$ 0.00500	\$ 0.00500
Revenue from Rate	\$ 3,772,746	\$ 3,829,337	\$ 3,886,777	\$ 3,945,079
Change from Previous		1.5%	1.5%	1.5%

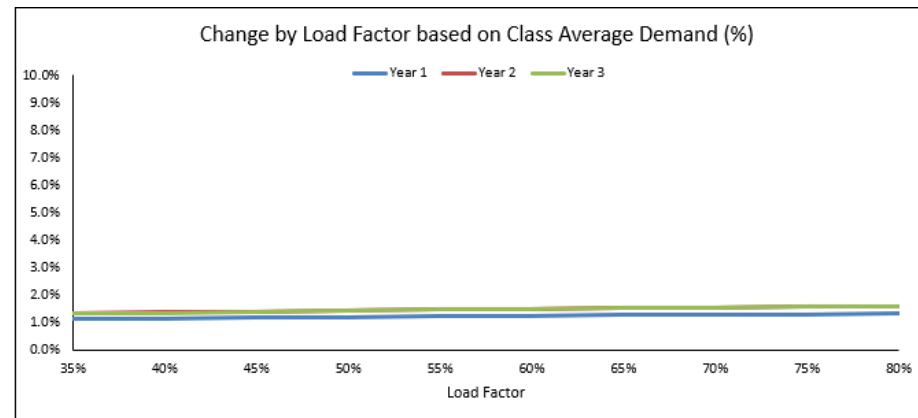


# Street Light Summary

Rates	Current	1/1/2026	1/1/2027	1/1/2028
Monthly Facilities Charge:				
HPS 100W or Less	\$ 8.90	\$ 9.20	\$ 9.52	\$ 9.84
HPS 150W	9.50	9.82	10.16	10.50
HPS 250W	11.20	11.58	11.97	12.38
HPS 400W	14.85	15.36	15.88	16.41
HPS 1000W	19.75	20.42	21.12	21.83
MV 100W	6.25	6.46	6.68	6.91
MV 175W	7.15	7.39	7.64	7.90
MV 250W	10.25	10.60	10.96	11.33
MV 400W	21.75	22.49	23.25	24.04
MV 1000W	21.75	22.49	23.25	24.04
LED 1-40W	7.05	7.29	7.54	7.79
LED 41-100W	7.50	7.76	8.02	8.29
LED 101-200W	11.50	11.89	12.30	12.71
100 METALARC	15.35	15.87	16.41	16.97
Revenue from Rate	\$ 145,315	\$ 149,529	\$ 153,866	\$ 158,328
Change from Previous		2.9%	2.9%	2.9%

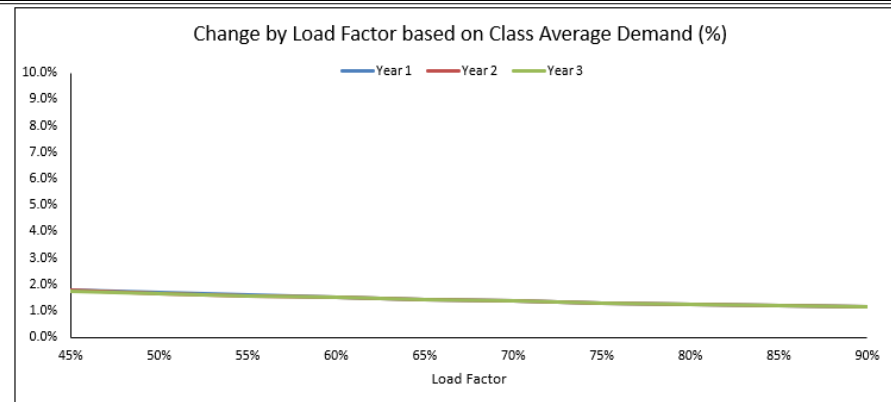
# General Secondary (c) Summary

Rates	Current	1/1/2026	1/1/2027	1/1/2028
Monthly Facilities Charge:				
Service Charge	\$ 35.00	\$ 45.00	\$ 55.00	\$ 65.00
Energy Optimization	\$ 32.50	\$ 32.50	\$ 32.50	\$ 32.50
Total Monthly Charge	\$ 67.50	\$ 77.50	\$ 87.50	\$ 97.50
Energy Charge:				
All Energy	\$ 0.03510	\$ 0.05100	\$ 0.05215	\$ 0.05331
Demand Charge				
All Demand	\$ 14.00	\$ 14.00	\$ 14.00	\$ 14.00
Power Cost Adjustment:				
All Energy	\$ 0.02000	\$ 0.00500	\$ 0.00500	\$ 0.00500
Revenue from Rate	\$ 2,259,757	\$ 2,290,715	\$ 2,322,098	\$ 2,353,911
Change from Previous		1.4%	1.4%	1.4%



# Commercial & Industrial (d) Summary

Rates	Current	1/1/2026	1/1/2027	1/1/2028
Monthly Facilities Charge:				
Monthly Charge	\$ 75.00	\$ 100.00	\$ 125.00	\$ 150.00
Energy Charge:				
All Energy	\$ 0.03680	\$ 0.05188	\$ 0.05198	\$ 0.05209
Energy Smart Program Fee	\$ 0.00065	\$ 0.00065	\$ 0.00065	\$ 0.00065
Total Energy	\$ 0.03745	\$ 0.05253	\$ 0.05263	\$ 0.05274
Demand Charge				
All Demand	\$ 11.50	\$ 12.00	\$ 12.50	\$ 13.00
Power Cost Adjustment:				
All Energy	\$ 0.02000	\$ 0.00500	\$ 0.00500	\$ 0.00500
Revenue from Rate	\$ 27,851,680	\$ 28,233,248	\$ 28,620,043	\$ 29,012,138
Change from Previous		1.4%	1.4%	1.4%



# Electric Vehicle Charging Station

Rates	Current	Year 1	Year 2	Year 3
Monthly Facilities Charge:				
Single Phase Monthly Charge	\$ 45.00	\$ 45.00	\$ 55.00	\$ 65.00
Three Phase Monthly Charge	\$ -	\$ 100.00	\$ 125.00	\$ 150.00
Energy Charge:				
All Energy	\$ 0.08272	\$ 0.10294	\$ 0.10294	\$ 0.10294
Demand Charge				
All Demand	\$ 3.80	\$ 3.85	\$ 3.85	\$ 3.85
Power Cost Adjustment:				
All Energy	\$ 0.02000	\$ 0.00500	\$ 0.00500	\$ 0.00500





**CITY OF ZEELAND**

**ORDINANCE NO. 1044**

*(Electric Service Charges-Cost of Service Rate Adjustment -  
An Ordinance to Amend Sections 40-74, 40-77 and 40-99 of  
and to Add Section 40-78 to  
Volume I of The Code of the City of Zeeland, Michigan)*

Portions of minutes of a Regular Meeting of the City Council of the City of Zeeland, County of Ottawa,  
Michigan, held in the Zeeland City Hall in said City on \_\_\_\_\_, 2025 at 7:00 o'clock P.M. Local Time.

PRESENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

The following preamble and ordinance were offered by Council Member \_\_\_\_\_  
and supported by Council Member \_\_\_\_\_.

WHEREAS, The Zeeland Board of Public Works desires to have cost-based electric utility rates;

AND WHEREAS, based on a recent Cost of Service Study, the BPW current electric rates will no longer  
sustain adequate cash reserves and net income levels;

AND WHEREAS, electric rates must adequately recover interest expense on outstanding debt, if any,  
and inflationary increases on the assets invested in the system, and must also provide an adequate rate of return  
on investment to ensure that current customers are paying their fair share of the use of infrastructure and not  
deferring charges to future generations;

AND WHEREAS, beginning in January 2026, a multi-year rate adjustment plan is being implemented,  
providing for an overall average rate increase of approximately 1.5 percent annually over approximately five  
years to ensure the timely replacement of assets and to maintain the financial stability of the electric utility;

AND WHEREAS, such charges serve a regulatory purpose to ensure that electricity is used and rationed in accordance with the need for such commodity;

AND WHEREAS, customers can voluntarily control the amount of their bills since customers have the ability to somewhat control the amount of electricity which they use;

AND WHEREAS, the proposed new rate charges are fair and equitable and will promote the public welfare and they are necessary utility charges.

THE CITY OF ZEELAND ORDAINS.

Section 1. Section 40-74 of the Zeeland City Code, Volume 1 is hereby amended to read in its entirety as follows:

**“Sec. 40-74 Electrical service charges.**

(a) *Residential service (rate A).*

- (1) *Availability.* Open to any customer desiring service for domestic and farm uses, which include only those purposes which are usual in individual private family dwellings, or separately metered apartments, and in the usual appurtenant buildings served through the residential meter. This rate is not available for commercial or industrial service, or for resale purposes.

Residences in conjunction with commercial or industrial enterprises, homes or dormitories for groups other than private family units, apartment buildings or multiple dwellings, and mobile homes in courts may take service on this rate only under terms and conditions contained in the city board of public works, hereinafter referred to as BPW, standard rules and regulations.

- (2) *Nature of service.* Alternating current, 60 hertz, single phase, 120/240 nominal volts.

- (3) *Monthly rate.* The monthly rate is the sum of the service charge, the energy optimization fee, the energy charge, and the fuel and purchased power cost adjustment, as such charges and adjustments are defined hereafter.
- a. Service charges: \$13.50 per customer per month.
  - b. Energy optimization fee: \$0.50 per customer per month.
  - c. Energy charge: 7.94¢ per kilowatt hour for all kilowatt hours.
- (4) *Power cost adjustment.* A power cost adjustment shall be applied to all kilowatt-hours in accordance with the Power Cost Adjustment (PCA) Rider electric service schedule.
- (5) *Minimum charge.* The sum of the service charge and the energy optimization fee which are included in the monthly rate are the minimum charge.
- (6) *Term and form of contract,* Open order. No written application or contract required.
- (7) *Rules and regulations.* Service governed by BPW's standard rules and regulations. Service for single-phase motors may be included under this rate, provided the individual capacity of such motors does not exceed three horsepower, nor the total capacity of ten horsepower, without the specific consent of the BPW.

Where the BPW elects to measure the service on the primary side of the transformers, three percent will be deducted for billing purposes from the energy measurements thus made.

- (b) *General secondary service (rate B).*
- (1) *Availability.* Open to any customer desiring secondary voltage service. This rate is also available for service to any customer where the city board of

public works, hereinafter referred to as BPW, elects to provide one transformation from the available primary distribution voltage to another primary voltage desired by the customer. This rate is not available for auxiliary or standby service, for street lighting service or for resale purposes.

- (2) *Nature of service.* Alternating current, 60 hertz, single-phase or three-phase, the particular nature of the voltage in each case to be determined by the BPW.
- (3) *Monthly rate.* The monthly rate is the sum of the service charge, the energy optimization fee, the energy charge, and the fuel and purchased power cost adjustment, as such charges and adjustments are defined hereafter.
  - a. Service charge: \$31.50 per customer per month.
  - b. Energy optimization fee: \$3.50 per customer per month.
  - c. Energy charge: 9.288¢ per kilowatt hour.
- (4) *Power cost adjustment.* A power cost adjustment shall be applied to all kilowatt-hours in accordance with the Power Cost Adjustment (PCA) Rider electric service schedule.
- (5) *Minimum charge.* The sum of the service charge and the energy optimization fee which are included in the monthly rate are the minimum charge.
- (6) *Term and form of contract.* Open order. No written application or contract required.
- (7) *Rules and regulations.* Service governed by BPW's standard rules and regulations.

When the service is three phase, three wire, lighting may be included provided the customer furnishes all transformation facilities required for such purpose, and so arranges the lighting

circuits as to avoid excessive unbalance of the three-phase load. When the service is single phase or four wire, three phase, the single-phase individual motor capacity shall not exceed three horsepower, nor the total single phase motor capacity ten horsepower, without the specific consent of the BPW.

Where the BPW elects to measure the service on the primary side of the transformers, three percent will be deducted for billing purposes from the energy measurements thus made.

(c) *General secondary service (rate C).*

- (1) *Availability.* Open to any customer desiring secondary voltage service where the billing demand is five kilowatts or more. This rate is also available for service to any customer where the city board of public works, hereinafter referred to as BPW, elects to provide one transformation from the available primary distribution voltage to another primary voltage desired by the BPW. This rate is not available for street lighting service or for resale purposes.
- (2) *Nature of service.* Alternating current, 60 hertz, single-phase or three-phase, the particular nature of the voltage in each case to be determined by the BPW.
- (3) *Monthly rate.* The monthly rate is the sum of the capacity charge, the energy optimization fee, the energy charge, the fuel and purchased power cost adjustment, as such charges and adjustments are defined hereafter.
  - a. Capacity charge: \$14.00 per kilowatt.
  - b. Monthly facilities charge: \$45.00.
  - c. Energy optimization fee: \$32.50 per customer per month.
  - d. Energy charge: 5.10¢ per kilowatt hour.

- (4) *Power cost adjustment.* A power cost adjustment shall be applied to all kilowatt-hours in accordance with the Power Cost Adjustment (PCA) Rider electric service schedule.
- (5) *Minimum charge.* The sum of the capacity charge and the energy optimization fee which are included in the monthly rate are the minimum charge.
- (6) *Billing demand.* The billing demand shall be the kilowatts supplied during the period of maximum use in the billing month, but not less than 60 percent of the highest billing demand of the preceding 11 months, nor less than five kilowatts.

The BPW reserves the right to make special determination of the billing demand and/or minimum charge should equipment which creates high demands of momentary duration be included in the customer's installation.

- (7) *Adjustment for power factor.* When the power factor during the period of maximum use in a billing month is less than 80 percent lagging, the BPW reserves the right to increase the capacity charge for such billing month in the ratio that 80 percent bears to such power factor. The BPW may, at its option, determine the power factor by test or by permanently installed measuring equipment.
- (8) *Term and form of contract.* No written application or contract is required. A minimum term of one year is required.
- (9) *Rules and regulations.* Service governed by BPW's standard rules and regulations.

When the service is three phase, three wire, lighting may be included,

provided the customer furnishes all transformation facilities required for such purposes and so arranges the lighting circuits as to avoid excessive unbalance of the three phase load. When the service is single phase, or four wire, three phase, the single-phase individual motor capacity shall not exceed three horsepower, nor the total single-phase motor capacity shall not exceed three horsepower, nor the total single-phase motor capacity ten horsepower, without the specific consent of the BPW.

Where the BPW elects to measure the service on the primary side of the transformers, three percent will be deducted for billing purposes from the demand and energy measurements thus made.

(d) *Commercial and industrial primary service (rate D).*

(1) *Availability.* Open to any customer desiring primary voltage services for commercial or industrial use where the billing demand is 25 kilowatts or more. This rate is not available for street lighting service or for resale purposes.

(2) *Nature of service.* Alternating current, 60 hertz, single-phase, the particular nature of the voltage in each case to be determined by the city board of public works, hereinafter referred to as BPW.

(3) *Monthly rate.* The monthly rate is the sum of the capacity charge, the energy optimization fee, the energy charge, and the fuel and purchased power cost adjustment, as such charges and adjustments are defined hereafter.

- a. Capacity charge: \$12.00 per kilowatt.
- b. Monthly facilities charge: \$100.00.
- c. Energy optimization fee: \$0.00065 per kilowatt hour.



- d. Energy charge: 5.188¢ per kilowatt hour.
- (4) *Power cost adjustment.* A power cost adjustment shall be applied to all kilowatt-hours in accordance with the Power Cost Adjustment (PCA) Rider electric service schedule.
- (5) *Minimum charge.* The sum of the capacity charge and the energy optimization fee which are included in the monthly rate are the minimum charge.
- (6) *Billing demand.* The billing demand shall be the kilowatts supplied during the 15-minute period of maximum use in the billing month, but not less than 60 percent of the highest billing demand of the preceding 11 months, nor less than 25 kilowatts.
- (7) *Adjustment for power factor.* This rate may require a determination of the average power factor maintained by the customer during the billing period. Such average power factor will be determined through metering of lagging kilowatt hours to kilowatt hours which will then be converted to the average power factor for the billing period by using the appropriate conversion factor. Whenever the average power factor during the billing period is above .899 or below .800, the capacity charge will be adjusted as follows:
  - a. If the average power factor during the billing period is .900 or higher, the capacity charge will be reduced by two percent. This credit shall not in any case be used to reduce the prescribed minimum charge or the capacity charge when based upon 60 percent of the highest billing demand of the preceding 11 months.

- b. If the average power factor during the billing period is less than .800, the capacity charge will be increased by the ratio that .800 bears the customer's average power factor during the billing period.
- (8) *Term and form of contract.* No written application or contract is required. A minimum term of one year is required.
- (e) *Experimental electric vehicle charging station rate (rate E).*
  - (1) *Availability.* Open to any customer using a public BPW electric vehicle charging station for the purpose of using said station for electric vehicle charging.

Public BPW electric vehicle charging station means an installation including vehicle supply cable connector(s), internal relays and contact designed specifically for the purpose of delivering from a supply source to a plug-in electric vehicle. This equipment meets or exceeds the following codes, standards, and recommended practices:

National Electric Code Article 625, UL2594, UL2231-1, UL2231-2, NFPA 70, SAE J1772
  - (2) *Nature of service.* Alternating current, 60 hertz, single-phase, 120/240 nominal volts.
  - (3) *Monthly rate.* The monthly rate is the sum of the energy charge and the fuel and purchased power cost adjustment, as such charges and adjustments are defined hereafter.
    - a. Energy charge: 10¢ per kilowatt hour.
  - (4) *Minimum charge.* The minimum charge is \$0.00 if no energy is used.
  - (5) *Terms and form of contract.* Open order. No written application or contract required.

- (6) *Rules and regulations.* Service governed by BPW's standard rules and regulations.
- (f) *Net metering service rider (rate NM).*
  - (1) *Availability.* The purpose of this rider is to enable BPW customers who generate electricity using qualified renewable energy sources to connect to the BPW's electric distribution system and to send electricity back to the BPW electric distribution system at times when their on-site generation exceeds their own use. Customers served under this rider must also take service from the BPW under an otherwise applicable standard rate. The BPW net metering program and offering of this rider, will be in effect and available until the total nameplate capacity of all participating generators is equal to a maximum program limit of one percent of the BPW peak load for the preceding calendar year.
  - (2) *Conditions of service.* A qualifying "net metering" facility is an electrical generating facility that complies with all of the following requirements:
    - a. Customer must generate electricity using a renewable energy resource including but not limited to: biomass, solar, photovoltaic or wind. Other renewable energy resources must be approved in advance.
    - b. Generating facility must be located on customer's premises.
    - c. Is intended primarily to offset all or part of customer's own electric load requirements.
    - d. Is designed and installed to operate in parallel with the BPW's system without adversely affecting the operation of the equipment and service to the BPW and its customers.

- e. Does not present a safety hazard to BPW personnel or the customer.
  - f. Installation complies with all requirements in the "expedited generator interconnection requirements" or "generator interconnection requirements" as appropriate, and all documents referred therein.
  - g. BPW personnel shall be provided access to the generation facility during normal business hours and during all emergency situations.
  - h. If the project is proven to be a source of electrical interference, and interference exceeds generally accepted industry standards, the generator owner shall be responsible to eliminate the interference.
  - i. Generation systems will be sized not to exceed customer's annual electric needs for the location of renewable system.
  - j. Must complete all applicable interconnect applications.
  - k. Upon acceptance of an interconnect application, contracts must be executed before the net metering facility may be interconnected.
  - l. Customer is responsible to ensure proposed generation equipment and installation meet all applicable federal, state and local laws, regulations, ordinances and zoning requirements before acquiring and installing generating equipment.
  - m. BPW at its discretion will make final determination of the acceptable size of the renewable energy generating system eligible for this rider.
- (3) *Monthly rate.* The monthly rate is the sum of all applicable charges calculated based on the applicable rate for all capacity, energy, fuel and purchased power cost adjustment along with applicable fees and charges.

All "net metering" customers will also be billed a monthly service charge of \$5.00 per month to recover the costs associated with operating the net metering program.

- (4) *Monthly credits.* For all customer classes except "residential," monthly credits shall be calculated for all energy delivered by the customer to the BPW, based on the energy costs avoided by the BPW as a result of the customer's participation. The per unit value of the energy avoided by the BPW shall be determined as the monthly average "system cost" as defined in the BPW's average fuel and purchase power cost adjustment calculation for the period the credit is applied. Residential "net metering" as defined in the "expedited generator interconnection requirements" shall be credited at the full retail rate.
- (5) *Net energy billing terms and conditions.* The BPW shall measure the net electricity produced or consumed by the customer during each billing period, in accordance with BPW's normal metering practices.

If the electricity supplied by the BPW to the customer exceeds the electricity generated and delivered into the BPW's electric system by the customer during the billing period, or any portion thereof, then the customer shall be billed at the rate under which the customer takes service for electricity supplied by the BPW. The customer shall also be billed the appropriate customer charge paid by other customers in the same rate class for each meter and any other charges, such as capacity, billing demand, reactive power and any other charges applicable to energy use and applicable adjustments and fees.

If the electricity generated and delivered into the BPW's electric system by the customer during the billing period, or any portion thereof, exceeds the electricity supplied by the BPW to the customer, then the customer shall be:

- a. Billed for the appropriate customer charge as other customers in the same rate class for each meter and other charges including but not limited to: capacity, billing demand, reactive power and any other charges applicable to energy use and applicable adjustments and fees; and
- b. Credited for the net excess kilowatt-hours generated and delivered into the BPW's electric system by the customer during the billing period, with this kilowatt-hour credit appearing on the customer's bill for the following period(s) as an off-set for the period's consumption. The kilowatt-hour credit will be used to offset any future consumption with the consumption credit not to be carried forward for more than 12 monthly billing cycles.
- c. Any remaining unused kilowatt-hour credit accumulated by the customer during a continuous 12-month period shall be granted to the BPW without any compensation in June of each year.

- (6) *Terms and conditions.* This rider is subject to the BPW rules and regulations for electric service and all provisions of the standard rate under which the customer takes service. This rider is subject to provisions of: the generator interconnection application, submitted by the customer; the interconnection agreement to be executed prior to initiating service under this rider; the net

metering agreement to be executed prior to initiating service under this rider; the generator interconnection requirements or expedited generator interconnection requirements, as appropriate; an interconnection study agreement; contact list; the BPW's rate schedules, customer-generator service policies, and general rules and regulations, all of which may be modified by the BPW from time to time.

(g) *Voluntary green pricing standard program (rate G).*

(1) *Availability.* This program is available to electric utility customers desiring to voluntarily secure an additional amount of renewable energy, but the availability of this rate may be limited.

(2) *Monthly rate.* Charges for renewable energy secured under this program are in addition to the charges for electricity consumed as calculated under the applicable rate. Available quantities of renewable energy are 100 kilowatt-hour (kWh) blocks\*\* or in ten percent increments\*\* of the total monthly consumption per customer account.

a. Renewable energy charge adder: \$0.00939 per kilowatt hour.

(3) *Terms and conditions.* Renewable energy provided under this program is applicable only to an individual customer account and will not be aggregated across multiple customer accounts. The minimum term available to all customers is 12 continuous complete billing periods. Customer must commit to either a whole number of one hundred kilowatt-hour blocks or a percentage of usage in ten percent increments. A written application is required.

- (4) *Rules and regulations.* Service under this rate is subject to the ZBPW Rules and Regulations for Electric Service incorporated herein by reference.
- (h) *Voluntary green pricing high volume electricity usage program (rate LG).*
  - (1) *Availability.* This program is available to high volume electricity usage customers desiring to voluntarily secure renewable energy\* and whose average monthly electricity usage is no less than 10,000 kilowatt-hours (kWh). Availability may be limited.
  - (2) *Monthly rate.* Charges for renewable energy secured under this program are in addition to the charges for electricity consumed as calculated under the applicable rate. Available quantities of renewable energy are either 100 percent\*\* or 50 percent\*\* of total monthly kilowatt-hour consumption per customer account.

Renewable energy charge adder: \$0.00750 per kilowatt-hour.

- (3) *Terms and conditions.* Renewable energy provided under this program is applicable only to an individual customer account and will not be aggregated across multiple customer accounts. The minimum program term available to all customers is 12 continuous complete billing periods, and written notice of cancelation must be provided no less than 30 days in advance to exit the program. A written application is required.
- (4) *Rules and regulations.* Service under this rate is subject to the ZBPW Rules and Regulations for Electric Service incorporated herein by reference.
- (i) *User fees.* The above referenced electric charges are found to be user fees. Such electric charges serve a regulatory purpose of ensuring that electricity is used and rationed in accordance with the needs of a customer for such a commodity. The



charges are proportionate to the costs of providing electricity to customers. In addition, it is noted that electric customers can voluntarily control the amount of their bills since electric customers have the ability to control their use of electricity and they determine the size of their own electrical service.

\* Renewable energy credits (RECs) eligible for retirement in the State of Michigan's MIRECs program will be used as the means of administering the program.

\*\* The actual renewable energy charges applied under this program will be calculated to include the renewable contribution included in BPW's standard rates, but no less than 15 percent.

Note: RECs will be retired by the Zeeland BPW on behalf of the customer or transferred to the customer's MIRECS or compatible account if so directed. Specific retirement or documentation requirements shall be provided in writing and accepted by BPW staff in advance.”

Section 2. Section 40-77 of the Zeeland City Code, Volume 1 is hereby amended to read in its entirety as follows:

**“Sec. 40-77 Street lighting policy and services charges.**

(a) *Street lighting service (rate S).*

- (1) *Availability.* Street lighting is available to any political subdivision for street lighting service for any system consisting of one or more luminaires where the board of public works (ZBPW) has an existing distribution system with secondary voltage available. Luminaires may be installed with no limitation as to spacing between luminaires. Where a line extension is required to serve one or more luminaires, the ZBPW will furnish 350 linear feet of secondary line extension per luminaire served from such extension, and the political subdivision shall be liable for the costs of the secondary line extension after such first 350 linear foot extension.

- (2) *Nature of service.* The ZBPW will furnish, install, own, operate and maintain all equipment comprising the street lighting system and will supply unmetered energy.
- (3) *Monthly rate.* The monthly rate per luminaire with a standard fixture and setting shall be computed based on the following provisions:

Luminaire fixture	Monthly charge
<i>High pressure sodium luminaire</i>	
100 W	\$9.20
150 W	\$9.82
250 W	\$11.58
400 W	\$15.36
1,000 W	\$20.42
<i>Mercury vapor luminaire</i>	
100 W	\$6.46
175 W	\$7.39
250 W	\$10.60
400 W	\$22.49
1,000 W	\$22.49
<i>LED luminaire</i>	
1-40W	\$7.29
41-100W	\$7.76
101-200W	\$11.89
201-300W	\$15.87

- (4) *Customer contribution.* Monthly rates are based on fixtures normally installed and stocked by the ZBPW, and installed utilizing normal construction techniques. The ZBPW may upon customer request and at its option, install a street lighting system not covered in the rates above. Such request will be subject to a contribution in aid of construction for both the installation and the future maintenance of a nonstandard lighting system. The monthly charge for a nonstandard lighting system will be calculated and determined based upon the operational costs of such a system.
- (5) *Rules and regulations.* Service shall be governed by the BPW's standard rules and regulations.”

Section 3. Section 40-78 is hereby added to Zeeland City Code, Volume 1 and it shall read in its entirety as follows:

**“Sec. 40-78 Power cost adjustment rider (Schedule PCA).**

**(a) Power cost adjustment rider (Schedule PCA):**

- (1) *Applicability.* The PCA will apply to all utility rate schedules except non-metered and special contract rates.
- (2) *Calculation.* The PCA will be calculated using the most recent twelve months’ actual fuel and power cost and applied to each customer’s following monthly billed energy (kilowatt-hours) or a one month lag from when the cost occurred to when billed.

The PCA Adjustment shall be calculated according to the following formula:

$$PCA = P/S-B$$

P = Wholesale power supply cost

The utility's cost of fuel and power for the preceding twelve-month period shall be determined based on the most recent twelve months of actual fuel and wholesale power supply costs, including periodic true-up adjustments to reconcile any accumulated positive or negative balances resulting from the application of the Power Cost Adjustment (PCA). In the event of an unusual occurrence that produces abnormally high costs, the Board of Commissioners shall have the authority to determine whether such costs are to be recovered over a different period.

S = Number of kilowatt-hours sold

Sales are estimated by multiplying kilowatt-hours purchased by (1 - Losses), during the same time period as factor "P". The system's annual average loss factor is 4.0%.

B = Base retail rate

This amount reflects the average cost of power per kilowatt-hour sold and recovered through base retail rates (\$0.0600)."

Section 4. Section 40-97 of the Zeeland City Code, Volume 1 is hereby amended to read in its entirety as follows:

**Sec. 40-97. Commercial electric vehicle charging station rate (rate EVC).**

- (a) *Availability.* This rate is available to any customer desiring commercial electric vehicle charging service for customers with a separately metered charging station (e.g. level 2 or DC fast charging). This rate is not available for resale purposes.
- (b) *Nature of service.* This service is alternating current, 60 hertz, single or three phase. The secondary voltage is determined by the Zeeland Board of Public Works (ZBPW).

- (c) *Monthly rate.* Shall be computed in accordance with the following charges:

Facilities charge – single phase	\$45.00 per month
Facilities charge – three phase	\$100.00 per month
Capacity charge	\$3.85 per kilowatt (kW) of billing demand
Energy charge	\$0.10294 per kilowatt-hour (kWh)

- (d) *Minimum bill.* The sum of the capacity charge, plus energy optimization fee (as defined in the energy optimization surcharge fee.)
- (e) *Billing demand.* The billing demand shall be the kW supplied during the 15-minute period of maximum use during the month, but not less than 60 percent of the highest billing demand established during the preceding 11 months, nor less than five kilowatts.
- (f) *Metering.* Where the ZBPW elects to measure the service on the primary side of the transformers, the metered kilowatt hour thus measured will be reduced by three percent for billing purposes to adjust for transformer losses. Where the customer receives service through more than one meter, the consumptions as registered by the different meters will not be combined for billing purposes but will be computed and billed separately.
- (g) *Power factor.* When the power factor during the period of maximum use in a billing month is less than 80 percent lagging, the ZBPW reserves the right to increase the capacity charge for such billing month in the ratio that 80 percent bears to such power factor. The ZBPW may, at its option, determine the power factor by test or by permanently installed measuring equipment.
- (h) *Power cost adjustment.* A power cost adjustment shall be applied to all kilowatt-hours in accordance with the Power Cost Adjustment (PCA) Rider electric service schedule.

- (i) *Energy optimization fee.* This rate is subject to the energy optimization fee as defined on a separate rate schedule and incorporated herein by this reference.
- (j) *Rules and regulations.* Service under this rate is subject to the ZBPW rules and regulations for electric service incorporated herein by this reference.

Section 5. All Ordinances or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 6. The rate adjustment shall first be applied to electric customers in January, 2026, and such rate adjustment shall first be applied to electric bills which are due on or after February 1, 2026.

This Ordinance is hereby adopted on the \_\_\_\_ day of \_\_\_\_\_, 2025, at a Regular Meeting of the Zeeland City Council, with the following vote:

AYES: Council Members \_\_\_\_\_  
\_\_\_\_\_

NAYES: Council Members \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

City of Zeeland

By: \_\_\_\_\_  
Richard J. Van Dorp III, Mayor

By: \_\_\_\_\_  
Kristi DeVerney, City Clerk

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. \_\_\_\_\_ which was duly adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on \_\_\_\_\_, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act. I hereby certify that the above Ordinance known as Ordinance No. \_\_\_\_\_ or a summary of such Ordinance was published in the Zeeland Record on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kristi DeVerney, City Clerk

TO: Mayor Klynstra and City Council Members

FROM: Andrew M. Boatright, General Manager

CC: Kevin Plockmeyer, City of Zeeland Assistant City Manager / Finance Director

SUBJECT: 2026 Water Rate Revision Ordinance No. 1045

DATE: November 14, 2025

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Attached for the City Council's consideration are materials outlining the 2026 Water Rate Design and the corresponding Ordinance to implement the updated water utility rates effective January 1, 2026.

The 2026 Water Rate Design, prepared by Utility Financial Solutions, LLC, recommends an overall 4.9% revenue increase to maintain adequate reserves, recover inflationary and debt-related costs, and ensure continued reinvestment in water utility infrastructure. This adjustment aligns with the multi-year cost-of-service plan initiated in 2025 to sustain the long-term financial stability of the water utility.

The accompanying Ordinance No. 1045 formally updates Section 40-121 of the Zeeland City Code to reflect the revised water rate schedule, including readiness-to-serve and commodity charges. These rates continue to be cost-based, equitable, and consistent for water utility customers served by the Zeeland BPW. At their November 11, 2025 regular meeting the Zeeland BPW Board of Commissioners approved recommending this action item for City Council consideration and adoption with the first reading occurring on November 17 and the second reading on December 1, 2025.

**Recommendation:**

Approve Water Rate Ordinance No. 1045.

Attachments: 2026 Utility Financial Solutions Water Rate Design Memo  
Ordinance No. 1045: Water Rate Revisions Effective January 1, 2026





October 8, 2025

Mr. Kevin Plockmeyer  
 City of Zeeland  
 Zeeland, MI 49464

Dear Mr. Plockmeyer,

Per your request below is the 2026 Water Design with an overall 4.9% revenue increase.

**2026 Rate Design 4.9%**

Meter Size	Current Rates	Proposed 2026
5/8"	\$ 11.00	\$ 12.00
3/4"	15.75	17.00
1"	27.00	29.00
1 1/2"	53.00	57.00
2"	97.00	104.00
3"	179.00	192.00
4"	277.00	297.00
6"	625.00	625.00
8"	1,290.00	1,290.00
10"	1,930.00	1,930.00
Commodity Charge	\$ 1.66	\$ 1.73
Overall Increase		4.9%

### Rate Impacts by Meter Size and Usage – 4.9%

<b><u>5/8"</u></b>	<b>Current Rates</b>	<b>Proposed Rates</b>		
Customer Charge	\$ 11.00	\$ 12.00		
Commodity Charge	1.66	1.73		
<b>Monthly Usage 1,000 Gallons</b>	<b>Current Rates</b>	<b>Proposed</b>	<b>Dollar Impact</b>	<b>Percent Change</b>
3	\$ 15.98	\$ 17.19	\$ 1.21	7.57%
5	\$ 19.30	\$ 20.65	1.35	6.99%
8	\$ 24.28	\$ 25.84	1.56	6.43%
11	\$ 29.26	\$ 31.03	1.77	6.05%
14	\$ 34.24	\$ 36.22	1.98	5.78%
<b><u>3/4"</u></b>	<b>Current Rates</b>	<b>Proposed Rates</b>		
Customer Charge	\$ 15.75	\$ 17.00		
Commodity Charge	1.66	1.73		
<b>Monthly Usage 1,000 Gallons</b>	<b>Current Rates</b>	<b>Proposed</b>	<b>Dollar Impact</b>	<b>Percent Change</b>
4	\$ 22.39	\$ 23.92	\$ 1.53	6.83%
5	\$ 24.05	\$ 25.65	1.60	6.65%
6	\$ 25.71	\$ 27.38	1.67	6.50%
12	\$ 35.67	\$ 37.76	2.09	5.86%
15	\$ 40.65	\$ 42.95	2.30	5.66%
<b><u>1"</u></b>	<b>Current Rates</b>	<b>Proposed Rates</b>		
Customer Charge	\$ 27.00	\$ 29.00		
Commodity Charge	1.66	1.73		
<b>Monthly Usage 1,000 Gallons</b>	<b>Current Rates</b>	<b>Proposed</b>	<b>Dollar Impact</b>	<b>Percent Change</b>
7	\$ 38.62	\$ 41.11	\$ 2.49	6.45%
10	\$ 43.60	\$ 46.30	2.70	6.19%
13	\$ 48.58	\$ 51.49	2.91	5.99%
16	\$ 53.56	\$ 56.68	3.12	5.83%
19	\$ 58.54	\$ 61.87	3.33	5.69%
<b><u>1 1/2"</u></b>	<b>Current Rates</b>	<b>Proposed Rates</b>		
Customer Charge	\$ 53.00	\$ 57.00		
Commodity Charge	1.66	1.73		
<b>Quarterly Usage Level in CCF Gallons</b>	<b>Current Rates</b>	<b>Proposed Rates</b>	<b>Dollar Impact</b>	<b>Percent Change</b>
20	\$ 86.20	\$ 91.60	\$ 5.40	6.26%
25	\$ 94.50	\$ 100.25	5.75	6.08%
30	\$ 102.80	\$ 108.90	6.10	5.93%
35	\$ 111.10	\$ 117.55	6.45	5.81%
40	\$ 119.40	\$ 126.20	6.80	5.70%

<b>2"</b>	<b>Current Rates</b>	<b>Proposed Rates</b>		
Customer Charge	\$ 97.00	\$ 104.00		
Commodity Charge	1.66	1.73		
<b>Quarterly Usage Level in CCF Gallons</b>	<b>Current Rates</b>	<b>Proposed Rates</b>	<b>Dollar Impact</b>	<b>Percent Change</b>
45	\$ 171.70	\$ 181.85	\$ 10.15	5.91%
55	\$ 188.30	\$ 199.15	10.85	5.76%
65	\$ 204.90	\$ 216.45	11.55	5.64%
75	\$ 221.50	\$ 233.75	12.25	5.53%
85	\$ 238.10	\$ 251.05	12.95	5.44%
<b>3"</b>	<b>Current Rates</b>	<b>Proposed Rates</b>		
Customer Charge	\$ 179.00	\$ 192.00		
Commodity Charge	1.66	1.73		
<b>Quarterly Usage Level in CCF Gallons</b>	<b>Current Rates</b>	<b>Proposed Rates</b>	<b>Dollar Impact</b>	<b>Percent Change</b>
105	\$ 353.30	\$ 373.65	\$ 20.35	5.76%
135	\$ 403.10	\$ 425.55	22.45	5.57%
185	\$ 486.10	\$ 512.05	25.95	5.34%
215	\$ 535.90	\$ 563.95	28.05	5.23%
250	\$ 594.00	\$ 624.50	30.50	5.13%
<b>4"</b>	<b>Current Rates</b>	<b>Proposed Rates</b>		
Customer Charge	\$ 277.00	\$ 297.00		
Commodity Charge	1.66	1.73		
<b>Quarterly Usage Level in CCF Gallons</b>	<b>Current Rates</b>	<b>Proposed Rates</b>	<b>Dollar Impact</b>	<b>Percent Change</b>
105	\$ 451.30	\$ 478.65	\$ 27.35	6.06%
135	\$ 501.10	\$ 530.55	29.45	5.88%
185	\$ 584.10	\$ 617.05	32.95	5.64%
215	\$ 633.90	\$ 668.95	35.05	5.53%
250	\$ 692.00	\$ 729.50	37.50	5.42%
<b>6"</b>	<b>Current Rates</b>	<b>Proposed Rates</b>		
Customer Charge	\$ 625.00	\$ 625.00		
Commodity Charge	1.66	1.73		
<b>Quarterly Usage Level in CCF Gallons</b>	<b>Current Rates</b>	<b>Proposed Rates</b>	<b>Dollar Impact</b>	<b>Percent Change</b>
120	\$ 824.20	\$ 832.60	\$ 8.40	1.02%
170	\$ 907.20	\$ 919.10	11.90	1.31%
220	\$ 990.20	\$ 1,005.60	15.40	1.56%
270	\$ 1,073.20	\$ 1,092.10	18.90	1.76%
320	\$ 1,156.20	\$ 1,178.60	22.40	1.94%

<b>8"</b>	<b>Current Rates</b>	<b>Proposed Rates</b>			
Customer Charge	\$ 1,290.00	\$ 1,290.00			
Commodity Charge	1.66	1.73			
<b>Quarterly Usage Level in CCF Gallons</b>	<b>Current Rates</b>	<b>Proposed Rates</b>	<b>Dollar Impact</b>	<b>Percent Change</b>	
175	\$ 1,580.50	\$ 1,592.75	\$ 12.25	0.78%	
250	\$ 1,705.00	\$ 1,722.50	17.50	1.03%	
325	\$ 1,829.50	\$ 1,852.25	22.75	1.24%	
400	\$ 1,954.00	\$ 1,982.00	28.00	1.43%	
475	\$ 2,078.50	\$ 2,111.75	33.25	1.60%	
<b>10"</b>	<b>Current Rates</b>	<b>Proposed Rates</b>			
Customer Charge	\$ 1,930.00	\$ 1,930.00			
Commodity Charge	1.66	1.73			
<b>Quarterly Usage Level in CCF Gallons</b>	<b>Current Rates</b>	<b>Proposed Rates</b>	<b>Dollar Impact</b>	<b>Percent Change</b>	
200	\$ 2,262.00	\$ 2,276.00	\$ 14.00	0.62%	
300	\$ 2,428.00	\$ 2,449.00	21.00	0.86%	
400	\$ 2,594.00	\$ 2,622.00	28.00	1.08%	
500	\$ 2,760.00	\$ 2,795.00	35.00	1.27%	
600	\$ 2,926.00	\$ 2,968.00	42.00	1.44%	

I would be happy to set up a call to review. Thank you for the opportunity to provide these services.

Sincerely,

Dawn Lund

Dawn Lund, Vice-President  
Utility Financial Solutions, LLC

**CITY OF ZEELAND**

**ORDINANCE NO. \_\_\_\_\_**

*(Water Rates and Fees– Cost of Service Rate Adjustment -  
An Ordinance to Amend Section 40-121 of  
Volume I of The Code of the City of Zeeland, Michigan)*

Portions of minutes of a Regular Meeting of the City Council of the City of Zeeland, County of Ottawa,  
Michigan, held in the Zeeland City Hall in said City on \_\_\_\_\_, 2025 at 7:00 o'clock P.M. Local Time.

PRESENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

The following preamble and ordinance were offered by Council Member \_\_\_\_\_  
and supported by Council Member \_\_\_\_\_ :

WHEREAS, The Zeeland Board of Public Works desires to have cost-based water utility rates;

AND WHEREAS, based on a recent Cost of Service Study, the BPW current water rates will no longer  
sustain adequate cash reserves and net income levels;

AND WHEREAS, water rates must adequately recover interest expense on outstanding debt, if any, and  
inflationary increases on the assets invested in the system, and must also provide an adequate rate of return on  
investment to ensure that current customers are paying their fair share of the use of infrastructure and not  
deferring charges to future generations;

AND WHEREAS, beginning in January 2025, a multi-year rate adjustment plan has been implemented,  
providing for an overall average rate increase of approximately 4.9 percent annually over approximately five  
years to ensure the timely replacement of assets and to maintain the financial stability of the water utility;

AND WHEREAS, such charges serve a regulatory purpose to ensure that water is used and rationed in accordance with the need for such commodity;

AND WHEREAS, customers can voluntarily control the amount of their bills since customers have the ability to somewhat control the amount of water which they use;

AND WHEREAS, the proposed new rate charges are fair and equitable and will promote the public welfare and they are necessary utility charges.

THE CITY OF ZEELAND ORDAINS.

Section 1. Section 40-121 of the Zeeland City Code, Volume 1 is hereby amended to read in its entirety as follows:

**“Sec. 40-121. - Water rates.**

- (a) The monthly water charge for a customer is the sum of the “readiness to serve charge”, the “commodity charge” and the “fire protection charge”. Such charges are to be determined as follows:

- (1) *Readiness to serve charge.* This monthly charge for water service is based on the size of the meter used, and the readiness to serve charge is as follows:

Meter Size (inches)	Readiness to Serve Charge*
5/8	\$12.00
3/4	\$17.00
1	\$29.00
1½	\$57.00
2	\$104.00
3	\$192.00
4	\$297.00
6	\$625.00
8	\$1,290.00
10	\$1,930.00

\*The readiness to serve charge does not include the purchase of any amount of water. The commodity charge is applied for all water used.

- (2) *Commodity charge.* The water commodity charge is \$1.73 per hundred cubic feet. (A ccf is 100 cubic feet of water or approximately 748 gallons.)
- (3) *Fire protection charge.* For customers with no private fire protection lines, there shall be no charge. For customers with private fire protection lines, the fire protection charge is as follows:

Service Line Size (inches)	Fire Protection Charge**
4	\$30.00
6	\$67.50
8	\$120.00
10	\$187.50
12	\$270.00

\*\*The fire protection charge shall be multiplied by a factor of 1.5 if the service line is equipped with a fire booster pump.

- (b) The water rate schedule for customers shall be the same for all customers located within and outside of the Zeeland city limits, except as otherwise provided by this section.
- (c) The board of public works is hereby authorized to enter into contracts with large water users with charges varying from those specified by this section if such water customers by contract agree to pay a fixed minimum monthly reservation charge. All such contracts, however, shall be subject to approval by the city council.
- (d) The above referenced water charges are found to be user fees. Such water charges serve a regulatory purpose of ensuring that water is used and rationed in accordance with the needs of a customer for such a commodity. The charges are proportionate to the costs of providing water to customers. In addition, it is noted that water customer can voluntarily control the amount of their bills since water customers have the ability to control their use of water and they determine the size of their water service, the size of their water meter, and the size of their fire protection lines.”

Section 2. All Ordinances or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 3. The rate adjustment shall first be applied to water customers in January, 2026, and such rate adjustment shall first be applied to water bills which are due on or after February 1, 2026.

This Ordinance is hereby adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, at a Regular Meeting of the Zeeland City Council, with the following vote:

AYES: Council Members \_\_\_\_\_

\_\_\_\_\_

NAYS: Council Members \_\_\_\_\_

\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

City of Zeeland

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

Richard J. Van Dorp III, Mayor

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

Kristi DeVerney, City Clerk

#### CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. \_\_\_\_\_ which was duly adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on \_\_\_\_\_, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act. I hereby certify that the above Ordinance known as Ordinance No. \_\_\_\_\_ or a summary of such Ordinance was published in the Zeeland Record on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Kristi DeVerney, City Clerk



TO: Mayor Klynstra and City Council Members

FROM: Andrew M. Boatright, General Manager

SUBJECT: MPPA Commercial & Industrial Demand Response Resolution and Participation Agreement

DATE: November 14, 2025

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Attached for the City Council's consideration are materials related to Zeeland BPW's participation in the Michigan Public Power Agency (MPPA) Commercial & Industrial Demand Response Project, developed in partnership with Voltus, a third-party demand response implementer. The program enables Zeeland BPW's Commercial and Industrial (C&I) customers to voluntarily reduce electric demand during grid emergency events in exchange for compensation.

Participation in the program will provide Zeeland BPW with a no-cost, no- or low-risk opportunity to enhance system reliability, support sustainability goals, and strengthen the local economy by keeping performance payments within the community. The program also positions the Zeeland BPW competitively among other utilities offering similar customer options.

Included attachments provide:

- C&I Demand Response Talking Points: Program overview, benefits, and structure.
- Resolution approving C&I Program: Authorizes participation and execution of agreements.
- Master Participation Agreement: Formalizes Zeeland BPW's participation in the MPPA program.

At their November 11, 2025 regular meeting the Zeeland BPW Board of Commissioners approved recommending this action item for City Council consideration and adoption.

**Recommendation:**

Approve the Resolution authorizing participation in the MPPA Commercial & Industrial Demand Response Project and authorize the BPW General Manager to execute the Master Participation Agreement with MPPA.

Attachments: C&I Demand Response Talking Points  
Resolution approving C&I Program  
MPPA C&I Demand Response Project Master Participation Agreement



## Commercial & Industrial Demand Response Program: Key Talking Points

### **Program Overview**

Michigan Public Power Agency (“MPPA”) has entered into an agreement with a third-party demand response<sup>1</sup> implementer, Voltus, to allow Members’ commercial and industrial customers (“C&I Customers”) to participate in demand response programs. Voltus will work with Members and MPPA to engage, educate, and enroll interested C&I Customers – providing value to C&I Customers, the Member, and the Community (as is discussed in the “Benefits” section below).

### ***How it Works***

- 1) An interested C&I Customer enrolls and works with Voltus to create a customized load curtailment plan. This plan outlines how they will reduce their electricity consumption and in what amount for a specific period of time.
- 2) Once the plan is created, Voltus works with the C&I Customer to perform an initial test, (and a test annually thereafter) to ensure the C&I Customer can implement their curtailment plan.
- 3) The load that is reduced during that test is registered as a capacity resource with the Member’s respective Regional Transmission Operator (“RTO”, i.e., MISO or PJM) and is then available for the RTO to utilize if needed during an electric grid emergency event.
  - a. A C&I Customer may never be asked to participate in a grid emergency event (historically, events being called by the RTO have been very rare) but they will still receive an annual performance payment based on their availability to curtail if asked.
- 4) Each C&I Customer receives an annual payment from Voltus based on how much load they curtailed during their annual test.
- 5) MPPA will have first right of refusal to purchase the capacity created by the C&I Customers to help our Members meet their resource adequacy (i.e., reliability) and capacity requirements with their RTO and the State of Michigan.

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<sup>1</sup> **Demand response** is when customers agree to reduce their electricity usage under specific conditions—such as during a grid emergency—and are compensated for doing so. This helps utilities avoid having to build expensive new generation, by using existing resources more efficiently.

### ***Third-Party Implementer***

Voltus has extensive experience working in all nine markets across the US, including MISO and PJM. They are well established with sophisticated systems, staff, procedures, and tools that make it easy for C&I Customers to participate.

Voltus also provides a **zero-risk model** where MPPA, its Members, and C&I Customers will never be penalized for under-performance (i.e., an event is called, and the Customer does not meet requirements of their curtailment plan).

### **Benefits**

#### ***Commercial & Industrial Customers***

- **Creates Value for C&I Customer** – Offers a way to manage and reduce their energy costs and provides a revenue stream through annual performance payments (up to \$50,000 per MW based on today's market conditions).
- **Easy to Participate** – C&I Customers may choose when to perform their annual dispatch test to minimize interruptions to their operations and may never be asked to participate in an event.

#### ***Member***

- **No Out-of-Pocket Costs** – There are no third-party implementer costs to participate in the program for C&I Customers or Members.
  - The only cost to Members will be the MPPA staff time and materials/overhead allocated to this program.
- **Relational / Goodwill** – Demonstrates Members' commitment to providing sustainability solutions for C&I Customers.
- **Competitive Advantage** – Helps Members be competitive with other utilities who offer similar programs.

#### ***Community***

- **Keeping Dollars in the Community** – Performance payments provide an additional revenue stream for C&I Customers, strengthening the community's C&I Customer base.
- **Reliability** - A portion of a Member's power supply capacity portfolio is sourced from its very own customers, providing local reliability benefits.
- **New Source of Clean Capacity** – Creates clean capacity using existing resources (i.e., C&I Customers) that can be incorporated into Members' power supply capacity portfolios, as an alternative to buying or building expensive capacity.

**RESOLUTION**

(To Authorize the Zeeland Board of Public Works of the City of Zeeland  
to Participate in the Michigan Public Power Agency  
Commercial and Industrial Demand Response Project)

**City of Zeeland  
County of Ottawa, Michigan**

Portions of minutes of a Regular Meeting of the City Council of the City of Zeeland, County of  
Ottawa, Michigan, held in the City Hall in said City on November 17, 2025, at 7:00 o'clock p.m., Local  
Time.

PRESENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

The following preamble and resolution were offered by Council Member \_\_\_\_\_  
and supported by Council Member \_\_\_\_\_.

WHEREAS, the City of Zeeland, hereafter “Municipality”, owns and operates an electric utility  
system for the sale and distribution of electric power and energy to its retail customers in an annual quantity  
less than four million megawatt hours;

WHEREAS, the Municipality’s electric system is managed by the Board of the Zeeland Board of  
Public Works with the Zeeland Board of Public Works being responsible for setting the rates and terms  
under which retail customers take electric service therefrom;

AND WHEREAS, the Municipality is a member of Michigan Public Power Agency (“MPPA”) a  
joint agency of the State of Michigan created pursuant to the Michigan Energy Employment Act, 1976 PA  
448, MCL 460.801 *et seq.*, and comprised of municipal electric utilities (“Members”) each furnishing  
power, energy, and related services to their respective customers;

AND WHEREAS, the MPPA is governed by a Board of Commissioners and each Commissioner is appointed by the respective Member's governing body ("Commissioner");

AND WHEREAS, the purpose of the MPPA is to undertake a broad range of administrative, asset, planning, and service projects in furtherance of its Members' provision of electric service to their customers;

AND WHEREAS, Federal Energy Regulatory Commission ("FERC"), pursuant to Order No. 719, provided that each FERC-approved independent system operator ("ISO") and regional transmission organization ("RTO") must permit qualified aggregators of retail customers ("ARCs") to bid demand response resources on behalf of such customers directly into the organized markets of the FERC-approved ISO/RTO, unless the laws and regulations of the "relevant electric retail regulatory authority" ("RERRA") expressly do not permit a retail customer to participate;

AND WHEREAS, as set forth by FERC in Order 719, the term "RERRA" means the entity that establishes the retail electric prices and any retail competition policies for customers taking service from the electric system;

AND WHEREAS, FERC, by way of Order No. 2222, subsequently clarified that that FERC-approved ISOs/RTOs may not accept bids from ARCs aggregating customers of small utilities (*i.e.*, those with a total electric output for the preceding fiscal year not exceeding four million megawatt hours) unless the RERRA allows such customers of small utilities to participate in demand response resource aggregations;

AND WHEREAS, the Zeeland Board of Public Works is the RERRA for the Municipality's electric system;

AND WHEREAS, on October 15, 2025, the MPPA's Board of Commissioners adopted a resolution approving the Commercial and Industrial Demand Response Project ("Project"); an MPPA project designed to provide commercial and industrial customers of Participating MPPA Members ("C&I Customers") with the opportunity to receive compensation for their creation of demand response resources capable of being monetized in the organized markets of their RTO while also providing MPPA Members (through MPPA) an option to purchase, at or below the prevailing fair market rate, any Monetizable Benefits (which term

includes various capacity products and related quantifiable cost avoidance) produced by the demand response activity of the participating C&I Customers;

AND WHEREAS, the MPPA's Board of Commissioners further resolved that:

- (i) A committee for the Project ("Project Committee") be formed;
- (ii) The membership of the Project Committee shall be comprised of persons designated in writing by each Member authorized and electing to participate in the Project through executing the Project's Master Participation Agreement;
- (iii) The Project Committee be organized and governed in accordance with Article 5 of the MPPA By-Laws;
- (iv) All expenses of the Project be borne by all of the Participating Members in the Project; and
- (v) The CEO & General Manager of the MPPA, under the direction of the Project Committee and the MPPA Board of Commissioners, shall take such actions and make such expenditures necessary and prudent to establish, effectuate, and administer the Project in the best interests of the MPPA and its Members;

AND WHEREAS, the Project directs the MPPA to engage and designate one or more ARC(s) ("Designated ARC(s)") that will: (i) enroll and compensate C&I Customers who engage in certain organized demand response activities; and (ii) convert the resulting demand response resources to Monetizable Benefits in the RTO(s) of the C&I Customers;

AND WHEREAS, as part of the Project, the MPPA is responsible for managing the contractual relationship with the Designated ARC(s) and will specifically oversee the following activities of the Designated ARC(s):

- (i) Identification of, outreach to, and enrollment of C&I Customers in the aggregated demand response programs of the Designated ARC(s);
- (ii) Installation of necessary customer metering equipment and related technological solutions;
- (iii) Registration of each participating C&I Customer's demand response resources in the wholesale electric market as necessary;

- (iv) Monitoring of market conditions, identification of revenue optimization opportunities, and management of market volatility and other risks;
- (v) Data management and reporting of C&I Customer demand response resource performance and revenues; and
- (vi) Provision of ongoing education and support to Participating Members and their C&I Customers;

AND WHEREAS, the MPPA has or will execute a Master Services Agreement with one or more Designated ARC(s) (“Master Services Agreement(s)”) which Designated ARCs are obligated to contract with and provide various demand response services to C&I Customers of Members participating in the Project;

AND WHEREAS, in order to participate in the Project, the MPPA Members must execute and abide by a Commercial and Industrial Demand Response Project Master Participation Agreement (“Master Participation Agreement”), whereby they may choose to opt into one or more programmatic addendums thereunder which may be added or amended from time to time;

AND WHEREAS, the Zeeland Board of Public Works of the Municipality has determined that the demand response resources of its C&I Customers may provide a valuable new source of local capacity, be an important new tool for longer-term resource adequacy planning and capacity procurement, assist the Municipality in complying with its resource adequacy requirements and capacity obligations, and/or serve the best interests of the Municipality’s C&I Customers by enabling their access to the wholesale market to supply demand response products in exchange for local economic benefits;

AND WHEREAS, the Zeeland Board of Public Works of the Municipality has determined that it will be beneficial to enable the Municipality’s C&I Customers to aggregate their demand response resources by contracting with the Designated ARC(s) as part of MPPA’s Commercial and Industrial Demand Response Project;

AND WHEREAS, the exclusive purpose of this resolution is to enable the Municipality to join in the MPPA’s Commercial and Industrial Demand Response Project so that the Municipality and its C&I

Customers may enjoy the benefits of participating in the demand response program(s) provided by the Designated ARC(s) and overseen by the MPPA.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Zeeland Board of Public Works is authorized to execute the Master Participation Agreement permitting the Municipality to participate in the MPPA's Commercial and Industrial Demand Response Project along with any current or future programmatic addendums the Municipality's Commissioner deems are in the best interest of the Municipality.

2. After the Zeeland Board of Public Works executes the Master Participation Agreement and until either the termination of the active addendum(s) to the Master Participation Agreement or rescission of this Resolution, whichever occurs first, the Municipality's C&I Customers are authorized to contract with the Designated ARC(s) to aggregate their demand response resources in accordance with the terms of the Commercial and Industrial Demand Response Project, Master Participation Agreement (as well as any applicable addendums thereto), and Master Services Agreement(s) (as may be amended from time to time). However, in the event of suspension, termination, or rescission without cause of an active addendum to the Master Participation Agreement, of a Designated ARC's Master Services Agreement(s) with MPPA, or of this Resolution, the Designated ARC(s) may continue to serve the existing C&I Customers of the Municipality for the longer of the applicable suspension/termination/recission or the C&I Customer's contractual commitment allows the Designated ARC to do so after being notified of a suspension/termination/recission. If, at any time after its adoption, this Resolution is withdrawn without adoption of superseding procedures, the Municipality's C&I Customers shall be prohibited from either entering into new contracts or extending existing contracts with the Designated ARC(s) to aggregate demand response resources.

3. The Municipality's authorization of its C&I Customers to contract with the Designated ARC(s) to aggregate their demand response resources as provided herein does not constitute or confer a



franchise, grant, exclusive license, or other property right. Rather, the right created by this authorization is in the nature of a revocable non-exclusive license.

4. Notwithstanding Section 2 of this Resolution, in the event a Designated ARC's Master Services Agreement(s) with the MPPA, an Addendum to the Designated ARC's Master Services Agreement(s) with the MPPA, an Addendum to the Master Participation Agreement, or the Master Participation Agreement is suspended, terminated, or rescinded for cause, each C&I Customer's participation in the Designated ARC's demand response Program(s) shall continue through the end of the last MISO Planning Year in which the C&I Customer is already registered. For the avoidance of doubt, existing contractual commitments between the Designated ARC(s) and the C&I Customers may not be extended and new contracts may not be executed upon a suspension/termination/recession notification unless this Resolution permits the Designated ARC(s) to do so.

5. If any section, subsection, paragraph, clause or provision or any part thereof of this Resolution shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Resolution shall be unaffected by such adjudication and all the remaining provisions of this Resolution shall remain in full force and effect as though such section, subsection, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not, to the extent of such invalidity, been included herein.

6. This Resolution shall take effect at the earliest date allowed by law.

7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Council Members \_\_\_\_\_  
\_\_\_\_\_

NAYS: Council Members \_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Kristi DeVerney, City Clerk

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on November 17, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
Kristi DeVerney, City Clerk



## **COMMERCIAL & INDUSTRIAL DEMAND RESPONSE PROJECT MASTER PARTICIPATION AGREEMENT**

This Commercial & Industrial Demand Response Project Master Participation Agreement (“Master Participation Agreement” or “Agreement”) is to be effective as of the 17<sup>th</sup> day of November 2025 (the “Effective Date”) and is entered into by and among Michigan Public Power Agency (“MPPA”) and The Zeeland Board of Public Works, a Member of MPPA (a “Participating Member”).

### **RECITALS**

WHEREAS, MPPA is a joint agency of the State of Michigan created pursuant to the Michigan Energy Employment Act, 1976 PA 448, MCL 460.801 *et seq.* (the “Act”) and comprised of municipal electric utilities each furnishing power, energy, and related services to their respective customers (each a “Member” and, collectively, the “Members”);

WHEREAS, MPPA is governed by a Board comprised of Commissioners (“MPPA Board”) who are appointed by the respective governing bodies of its Members;

WHEREAS, the Act authorizes MPPA to, *inter alia*, undertake administrative, asset, planning, and service projects either related to its Members’ electric generation and distribution systems or otherwise in furtherance of its Members’ provision of electric service;

WHEREAS, on October 15, 2025, the MPPA Board passed a resolution creating the Commercial & Industrial Demand Response Project (“Project”) for the dual purpose of (i) providing commercial and industrial customers of Participating Members in the Project (“C&I Customers”) with access to certain demand response programs provided by one or more aggregators of retail customers engaged by MPPA (“Designated ARC(s)”), and (ii) supplying Members with additional sources of capacity, quantifiable cost avoidance, and other monetizable benefits derived from the demand response resources of participating C&I Customers (“Monetizable Benefits”);

WHEREAS, through participation in the Project, Members will (i) afford their C&I Customers with the opportunity to receive compensation from the Designated ARC(s) for creating demand response resources capable of being monetized in the wholesale markets of the C&I Customer’s regional transmission organization (“RTO”), and (ii) obtain an option to purchase from the Designated ARC(s) through MPPA any Monetizable Benefit produced by the demand response resources of participating C&I Customers at or below the prevailing fair market rate;

WHEREAS, the Board further resolved that

- (i) A committee for the Project (“Project Committee”) be formed;
- (ii) The membership of the Project Committee shall be comprised of persons designated in writing by each Member authorized and electing to participate in the Project through executing the Project’s Master Participation Agreement; and
- (iii) The Project Committee be organized and governed in accordance with Article 5 of the MPPA By-Laws;
- (iv) All expenses of the C&I Demand Response Project be borne by all of the Participating Members in the Project; and
- (v) The CEO & General Manager of MPPA, under the direction of the Project Committee and MPPA Board of Commissioners, shall take such actions and make such expenditures necessary and prudent to establish, effectuate, and administer the Project in the best interests of MPPA and its Members.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **AGREEMENT**

### **Section 1. RERRA Authorization.**

In order for this Master Participation Agreement to be effective, the governing body of the Participating Member shall, as the relevant electric retail regulatory authority (“RERRA”), pass a resolution (“RERRA Authorization Resolution”), in substantially the form attached as **Exhibit A**, authorizing: (i) the Designated ARC(s) to commercially approach and contract with C&I Customers of the Participating Member for the purpose of aggregating and entering those customers’ demand response resources into the wholesale market consistent with the Project; and (ii) the Participating Member’s C&I Customers to offer their demand response resources into the wholesale market exclusively through the Designated ARC(s).

### **Section 2. Covenants.**

(a) MPPA Covenants. MPPA shall implement the Project as directed by the Project Committee which implementation shall include but not necessarily be limited to the services needed to support the demand response program(s) (each a “Program”) described in the Addendum(s) to this Agreement (“C&I DR Services”), as may be amended from time to time.

(b) Participating Member Covenants. The Participating Member shall provide reasonable assistance in furthering MPPA’s implementation of the Project in the Participating Member’s service territory. Further, the Participating Member agrees to collect rates, rents, fees, and charges for electric power and energy and other services, facilities, and commodities sold, furnished, or supplied through its electric system sufficient to provide revenues adequate to meet its obligations under this Master Participation Agreement.

(c) Cooperation and Exchange of Information. MPPA and the Participating Member recognize that successful implementation of the Project will require cooperation and frequent exchanges of information (including, but not limited to, C&I Customer usage and metering information) among MPPA, the Participating Member, the appropriate RTO, and the Designated ARC(s). MPPA and the Participating Member agree to make all reasonable efforts to timely provide to each other, the appropriate RTO, and/or the Designated ARC(s) such information as may be required under this Agreement, as may be required under any agreement between MPPA and the Designated ARC(s), or as otherwise necessary to implement the Project.

### **Section 3. Demand Response Programs.**

(a) Selection. The demand response Programs available to the Participating Member and their C&I Customers are described in the Addendum(s) to this Agreement and may be amended from time to time. After the Participating Member's approval of the RERRA Authorization Resolution, they may select one or more demand response Program(s) in which to participate by having a Commissioner sign the signature page of the applicable Addendum(s).

(b) Participation. Participating Members may choose, at their sole discretion, when to participate and when to terminate said participation in each Program in accordance with this Master Participation Agreement and the participation terms of the applicable Addendum. In the event of suspension, termination, or rescission without cause of this Agreement, an Addendum to this Master Participation Agreement, an Addendum to a Designated ARC's Master Services Agreement(s) with MPPA, a Designated ARC's Master Services Agreement(s) with MPPA, or the Participating Member's RERRA Authorization Resolution, the Designated ARC(s) may continue to serve the existing C&I Customers of the Participating Member for the longer of the applicable suspension/termination/rescission or the C&I Customer's contractual commitment allows the Designated ARC(s) to do so after being notified of a suspension/termination/rescission. In the event a Designated ARC's Master Services Agreement(s) with MPPA, an Addendum to the Designated ARC's Master Services Agreement(s) with MPPA, an Addendum to this Master Participation Agreement, or this Master Participation Agreement is suspended, terminated, or rescinded for cause, each C&I Customers' participation in the demand response Program(s) shall be allowed to continue through the end of the last MISO Planning Year or PJM Delivery Year, as defined herein, in which the C&I Customer is already registered with the applicable RTO. For the avoidance of doubt, existing contractual commitments with C&I Customers may not be extended and new contracts may not be executed upon a suspension/termination/recession notification unless a C&I Demand Response Project Member's RERRA Authorization Resolution permits Voltus to do so.

### **Section 4. Governance.**

This Agreement shall be administered by a Project Committee as established by the MPPA Board in accordance with Article 5 of the MPPA By-Laws.

### **Section 5. Accounting.**

MPPA Accounting Obligations. MPPA shall keep accurate records and accounts relating to the Project in accordance with the Uniform System of Accounts, separate and distinct from its

other records and accounts. The accounts shall be audited annually by a firm of certified public accountants, experienced in electric utility accounting, to be employed by MPPA. A copy of each annual audit, including all written comments and recommendations of such accountants, shall be furnished by MPPA to the Participating Member not later than one hundred eighty (180) calendar days after the end of each calendar year.

## **Section 6. Expenses, Billing, and Payment.**

(a) Expenses. MPPA will maintain a record of all costs and expenses of the Project in accordance with generally accepted accounting practices. Each demand response Program will have an account to record costs and expenses incurred with respect to the specific activities for the Program (“Program Costs and Expenses”). The Project will have a general account to record any Project costs and expenses that cannot be attributed to a specific Program (“Administrative Costs and Expenses”). The Participating Members that are in a Program will be responsible for those Program Costs and Expenses, which expenses shall be allocated per the methodology in the Program’s addendum to this Master Participation Agreement. All Administrative Costs and Expenses in the general account shall be allocated to the Participating Members in the Project as follows: Fifty percent (50.00%) democratic and fifty percent (50.00%) based on the load ratio share of a Participating Member’s MWh sales compared to the total of all MWh sales of all Participating Members as reported by the most recent Energy Information Administration (“EIA”) reports / data.

(b) Billing. MPPA shall provide each Participating Member monthly invoices for any cost and expense attributable to the Participating Member’s Program(s) on or around the 10<sup>th</sup> calendar day of each month for the Member’s participation in the Project during the preceding month.

(c) Payment. Monthly payments required to be paid to MPPA for Project costs and expenses, as invoiced, pursuant to this Section 6 shall be due and payable to MPPA at the principal office of MPPA or bank account of MPPA, or such other address or bank account as MPPA shall communicate in written or electronic form to the Participating Member, on the 25<sup>th</sup> day of the Month following receipt of the invoice for such costs and expenses, or in the event the 25<sup>th</sup> day of the Month falls on a weekend or a bank holiday, the next following business day (“Due Date”) within ten (10) business days after the Participating Member’s receipt of the invoice, whichever is later.

(d) Delay-Payment Penalty and Interest. If payment in full is not made on or before the close of business on the Due Date, a delayed-payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the prime lending rate as may from time to time be published in The Wall Street Journal under “Money Rate” on such day (or if not published on such day the most recent preceding day on which published), plus two percent (2%), or the maximum rate lawfully payable by the Participant, whichever is less. If the due date falls on a Saturday, Sunday, or a bank holiday, the next following business day shall be the last day on which payment may be made without the addition of the delay-payment charge.

(e) Dispute Process. In the event of any dispute as to any portion of any invoice, the Participating Member shall nevertheless pay the full amount of the disputed amounts when due

and shall give written notice of the dispute to MPPA not later than the date such payment is due, if the Participating Member is already aware of the dispute, or within thirty (30) calendar days of discovering the grounds for the disputed amounts, but only if the Participating Member could not have reasonably been expected to have discovered the grounds for dispute by the original due date. Such notice shall identify the disputed invoice, state the amount in dispute and set forth a full statement of the grounds upon which such a dispute is based. No adjustment shall be considered or made for disputed amounts unless notice is given as required above. MPPA shall give consideration to such dispute and shall advise the Participating Member in writing of its position within thirty (30) calendar days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such corrected amount and the invoiced amount shall be subtracted from the next statement submitted to the Participating Member after such determination or, if this Master Participation Agreement has terminated, shall be paid to Participating Member within thirty (30) calendar days of such determination. The Participating Member shall continue to be responsible after the termination of this Agreement for its share of financial obligations associated with this Agreement that accrued during the Initial Term and any subsequent Extension Term of this Agreement.

#### **Section 7. Term.**

This Agreement shall become effective as of the date upon which it is fully executed by the parties hereto and shall survive for an initial term of two (2) years (“Initial Term”). Thereafter, this Agreement shall automatically extend until May 31<sup>st</sup> of the subsequent year and each May 31<sup>st</sup> of the subsequent year thereafter (“Extension Term”) unless terminated by the Participating Member or MPPA prior to any such automatic extension pursuant to Sections 8, 9, or 13.

#### **Section 8. Default of Participating Member.**

(a) Payment Default. Failure of the Participating Member to timely make any payments to MPPA required under this Master Participation Agreement shall constitute an immediate default on the part of the Participating Member. In the event of such a default, the Participating Member shall not be relieved of its liability for payment of the amounts in default and MPPA shall have the right to recover from the Participating Member any amount in default. In enforcement of any such right of recovery, MPPA may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Master Participation Agreement against the Participating Member, and if the default is not cured within five (5) business days following a written declaration of default by MPPA to the Participating Member, MPPA may, upon twenty (20) calendar days’ written notice to the Participating Member, terminate this Master Participation Agreement and cease and discontinue providing all or any portion of the MPPA C&I DR Services.

(b) Covenant Default. Material failure of the Participating Member to timely and satisfactorily meet the Covenants as required in Section 2 of this Master Participation Agreement shall constitute a default on the part of the Participating Member. In the event of such default, MPPA shall provide the Participating Member with a written description of the covenants required

under this Agreement which the Participating Member has failed to satisfactorily meet. If the default is not cured within thirty (30) calendar days following receipt of such declaration of default by the Participating Member, MPPA may, upon sixty (60) calendar days' written notice to the Participating Member, terminate this Master Participation Agreement and cease and discontinue providing all or any portion of the MPPA C&I DR Services.

**Section 9. Default of MPPA.**

In the event of any default by MPPA under any covenant, obligation, or term of this Master Participation Agreement, the Participating Member's remedy for such default shall be limited to mandamus, injunction, action for specific performance, or any other available equitable remedy as may be necessary or appropriate, and/or termination of this Agreement upon at least sixty (60) calendar days' written notice to MPPA; provided, however, the date of termination shall be the date which is the latest of (i) sixty (60) calendar days after the date written notification of termination is given, and (ii) the expiration or satisfaction of the Participating Member's obligations with respect to any Power Purchase Commitment, as defined in the Addendum(s) to this Master Participation Agreement. The Participating Member shall continue to be responsible after the termination of this Agreement for its share of financial obligations associated with the services provided by MPPA under this Agreement, including, but not limited to, any obligations and expenses owing to MPPA related to the Participating Member's PPC for which MPPA is not entitled to receive payment from others, that accrued prior to the termination of this Agreement.

**Section 10. Abandonment of Remedy.**

In case any proceeding or action taken on account of any default shall have been discontinued or abandoned for any reason, the parties shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of MPPA and the Participating Member shall continue as though no such proceedings had been taken.

**Section 11. Waiver of Default.**

Any waiver at any time by either MPPA or the Participating Member of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Master Participation Agreement, shall not be a waiver with respect to any subsequent default, right, or matter.

**Section 12. Liability of Parties.**

MPPA and the Participating Member agree that the Project constitutes a separate project of MPPA. The Participating Member shall assert no monetary claims or money damage claims against MPPA for any default or breach of this Master Participation Agreement, and the Participating Member is limited to equitable relief only as provided herein. In addition, the parties agree that under no circumstances shall the financial assets, funds, and accounts and physical assets of any other MPPA project be available to satisfy any of MPPA's obligations to the Participating Member under this Agreement. The sole available recourse for the Participating Member or MPPA for any acts, errors or omissions by the other party, other than the recourse provided under Sections



6, 8, and 9 of this Agreement, shall be the withholding of currently owed amounts or suspension of the provision of services, followed by the termination of this Agreement.

### **Section 13. Termination.**

This Master Participation Agreement may be terminated by either party for any reason after completion of the Initial Term, provided, however, the terminating party provides written notice to the other party of its desire to terminate the Agreement at least one hundred fifty (150) calendar days in advance of the beginning of the first Extension Term. Thereafter, this Master Participation Agreement may be terminated by either party for any reason after completion of the pending Extension Term provided the terminating party provides written notice to the other party of its desire to terminate the Agreement at least one hundred fifty (150) calendar days in advance of the beginning of the next Extension Term. Notwithstanding the foregoing, this Master Participation Agreement may also be terminated pursuant to Sections 8 and 9 of this Agreement.

The Participating Member and MPPA both recognize that charges, fees, expenses, and settlements may survive the term of this Master Participation Agreement. Notwithstanding anything in this Agreement to the contrary, in the event such charges, fees, expenses, and settlements are incurred as the result of services provided under this Agreement, the Participating Member shall continue to remain liable and financially responsible for all costs associated with the charges, fees, expenses, and settlements until they are recovered in full.

### **Section 14. Amendment.**

Except for changes to the Exhibit(s) and/or Addendum(s), included as part of this Agreement, which the MPPA Board of Commissioners approval shall be required to make any changes, any amendments to this Agreement shall be approved by the governing board of each party hereto and executed by a Commissioner of the Participating Member before any such amendment shall be effective.

### **Section 15. Applicable Law.**

This Agreement and all questions relating to its validity, interpretation, performance, and enforcement will be governed by and construed, interpreted and enforced in accordance with the laws of the State of Michigan.

### **Section 17. Severability.**

If any section, paragraph, clause, or provision of this Agreement shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

### **Section 18. Counterparts.**

This Agreement may be executed in counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[Signatures appear on the next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers respectively, being thereunto duly authorized, as of the day and year first above written.

**MICHIGAN PUBLIC POWER AGENCY**

By \_\_\_\_\_

Its \_\_\_\_\_

Attest:

\_\_\_\_\_

**PARTICIPATING MEMBER**  
Zeeland Board of Public Works

By \_\_\_\_\_  
Andrew Boatright

Its General Manager \_\_\_\_\_

Attest:

\_\_\_\_\_

Kristi DeVerney

Its City Clerk

## **ADDENDUM 1 – MISO RESOURCE ADEQUACY DEMAND RESPONSE PROGRAM**

### **1. Program Description.**

The MISO Resource Adequacy Demand Response Program centers around the engagement, enrollment, and participation of MPPA's Member C&I Customers in the MISO wholesale markets as a Load Modifying Resource ("LMR") or the successors to these instruments, to provide demand response during emergency operating conditions through contracts with one or more Designated ARC(s) (in this Addendum 1, the "Program").

### **2. Objectives.**

Through participation in this Program, Participating Members will (a) incentivize their C&I Customers to participate in demand response activities by being able to earn compensation from the Designated ARC(s) for creating demand response resources capable of being monetized in the MISO wholesale markets, and (b) obtain an option to purchase Zonal Resource Credits ("ZRCs") from the Designated ARC(s) through MPPA as produced by the demand response resources of participating C&I Customers at the prevailing fair market rate or a rate below the prevailing fair market rate. To facilitate the objectives of this Program, the parties anticipate, and acknowledge the benefit of, building up to a rolling forward 5-year ZRC product pipeline that originates from the C&I Customers of Participating Members, where each year this Program rolls forward another year so that it is always at least five (5) Planning Years into the future. Planning Year ("PY") means the period of time from June 1st of one year to May 31st of the following year.

### **3. Participation.**

Upon electing to participate in the Program, Participating Members acknowledge that this Program requires participation by their C&I Customers. Participating Members may discontinue their participation in the Program after two (2) years, without terminating the Master Participation Agreement, upon giving at least one hundred fifty (150) calendar days' written notice to MPPA of their intent to discontinue participation in the Program. The Participating Member's discontinuation notice shall include an effective date of discontinuation, the reasons, if any, for discontinuing in the Program, and an approved written notice to be used by the parties and the Designated ARC(s) in communicating the Participating Member's discontinuation in the Program. At least sixty (60) calendar days prior to the effective date in the notice of discontinuation, the Participating Member shall notify its C&I Customers and MPPA shall notify the Designated ARC(s). After being notified of a discontinuation, the Designated ARC(s) may continue to serve the existing C&I Customers and the C&I Customers may continue to participate in the Program until the later of: (a) the termination date of the related Member's Program RERRA Authorization Resolution or (b) the then current end date of the C&I Customer's contract with the Designated ARC(s). For the avoidance of doubt, existing contractual commitments between the Designated ARC(s) and C&I Customers may not be extended, and new contracts may not be executed upon receipt of a discontinuation notification. Further, the parties acknowledge that MPPA will continue

to work with the Designated ARC(s) on behalf of other Participating Members unless the Program is terminated in the Designated ARC's Master Services Agreement(s) with MPPA.

#### **4. Capacity Option.**

(a) Capacity Option Determination. In consultation with the Project Committee, MPPA shall determine whether, in what amounts, and at what price(s) to exercise its annual option with the Designated ARC(s) to purchase any available ZRCs created through the Program. MPPA shall document any determination to exercise the annual option with the Designated ARC(s) by way of an annual written capacity supply analysis and recommendation which shall evaluate the needs of all Participating Members.

(b) Capacity Option Order of Priority. Any ZRCs to be purchased from the Designated ARC(s) pursuant to MPPA's capacity supply analysis and recommendation will be offered for purchase to Members based on the following order of priority: (i) any Participating Member whose C&I Customer(s) originated the ZRCs (the "Originating Member") may, at its discretion, purchase all, some, or none of the ZRCs created by that Originating Member's C&I Customer(s); (ii) any Participating Member may purchase all, some, or none of its proportional share of the remaining ZRCs which proportionate share will be determined by MPPA's capacity supply analysis and recommendation; and (iii) any non-participating Member may purchase all, some, or none of its proportional share of the remaining ZRCs which proportionate share will be determined by MPPA's capacity supply analysis and recommendation.

(c) Capacity Option Purchases. If MPPA exercises its annual option to purchase ZRCs from the Designated ARC(s) on behalf of one or more Member, MPPA shall negotiate and enter into a ZRC transaction confirmation with the Designated ARC(s) under an EEI Master Power Purchase and Sale Agreement. When a Member agrees to purchase ZRCs from MPPA, the transaction shall be treated as a Power Purchase Commitment ("PPC") to MPPA. All such PPCs shall be transacted within the Energy Services Project, as revised from time to time, or such other successor project(s) pursuant to and governed by the terms and procedures of the Energy Services Agreement and Power Supply Risk Management Policy, as may be amended from time to time, or such other successor agreements and policies. For the avoidance of doubt, any obligation or responsibility of MPPA to provide ZRCs purchased from the Designated ARC(s) pursuant to any PPC shall be limited solely to the ZRCs actually delivered to MPPA by the Designated ARC(s). MPPA shall not be liable or obligated for direct or indirect damages, charges, or expenses incurred or suffered by a Participating Member in the event the Designated ARC(s) is unable for any reason to deliver any or all of the ZRCs required by such PPC. MPPA will, however, use its best efforts to (i) resolve any situation or circumstance where the Designated ARC(s) has not delivered the ZRCs as required by the PPC, and (ii) arrange for alternative sources of capacity as may be necessary, if requested by the Participating Member.

#### **5. Participating Member Responsibilities.**

Participating Member agrees to recommend the Designated ARC(s) to provide demand response services within its service territory, and will be responsible for certain Program development and ongoing activities with its C&I Customers, including: (a) building C&I Customer interest in the Program, (b) communicating to MPPA C&I Customer prioritization, if any, (c) acting

as a C&I Customer liaison with MPPA on monitoring and measuring Program compliance, (d) liaison with C&I Customers to facilitate processes for installation of the Designated ARC(s) metering technology and/or other equipment that enable efficient enrollment in the Program, and (e) liaison with MPPA and/or the Designated ARC(s) to assist with fulfilling MISO requirements for the registration of C&I Customers in the Program.

## **6. MPPA Services.**

(a) Demand Response Implementation and Related Services. MPPA will oversee the following activity of the Designated ARC(s): (i) identification of, outreach to, and enrollment of C&I Customers in the demand response programs of the Designated ARCs; (ii) installation of necessary customer metering equipment and related technological solutions; (iii) registration of each participating C&I Customer's demand response resources in the wholesale electric market as necessary; (iv) monitoring of market conditions, identification of revenue optimization opportunities, and management of market volatility and other risks; (v) data management and reporting of C&I Customer demand response resource performance and revenues; and (vi) provision of ongoing education and support to Participating Members and their C&I Customers.

### **(b) Administrative Requirements.**

- i. Accounting. MPPA will maintain a record of all costs and expenses of the Program in accordance with generally accepted accounting practices. The Program will have an account to record costs and expenses incurred with respect to the specific activities for the Program ("Program Costs and Expenses"). The Participating Members of the Program will be allocated the Program Costs and Expenses as follows: Fifty percent (50.00%) democratic and fifty percent (50.00%) based on the load ratio share of a Participating Member's MWh sales compared to the total of all MWh sales of all Participating Members as reported by the most recent Energy Information Administration ("EIA") reports / data. Costs and expenses shall be invoiced by MPPA monthly.
- ii. Meetings. MPPA reserves the right to be present at all Participating Member and all C&I Customer meetings with the Designated ARC(s), whether in person or virtual, before, during, and after the C&I Customer's enrollment; provided however, that the aforementioned right does not cause undue delay or unnecessary interference with the C&I Customer's participation.

[Signatures appear on the next page]

**PARTICIPATING MEMBER**  
Zeeland Board of Public Works

By \_\_\_\_\_  
Andrew Boatright  
Its \_\_\_\_\_  
General Manager

Attest:

\_\_\_\_\_  
Kristi DeVerney  
Its City Clerk

**Chief Ross M. Tibbets**  
**DC Mitch Harsevoort**  
Office: (616) 931-3310



**City of Zeeland**  
29 W. Main Avenue  
Zeeland, MI 49464

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## Memorandum

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TO: Mayor Klynstra and City Councilmembers Ross Tibbets,  
FROM: Fire Chief  
SUBJECT: Fire Apparatus Replacement  
DATE: November 11, 2025  
CC: City Council Work/Study – November 17, 2025

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### **Background**

The 1997 Spartan/Salsbury Heavy Rescue (Unit 1931) has surpassed the NFPA recommended service life of 25 years and is due for replacement. The 1997 Spartan/Salsbury was due for replacement before the recently replaced 1998 Pierce Saber (1922). In effort to not purchase two large apparatus in the same fiscal year, the decision was made to replace 1922 first. When our recent new pumper (1922) arrived, we decided to keep the pumper that 1922 is replacing. This decision was for multiple reasons to include, but not limited to:

- A back up/spare pumper if one is down for service or maintenance
- Provides a pumper for paid-on-call members at station # 1 while the daytime crew is working
- Provides an increase in our total fire rescue department pumping capacity (6,500 GPM)
- Improve Insurance Services Office (ISO) rating

The ever-rising costs of fire apparatus has forced us to analyze our resource deployment model as well as evaluate our fleet from a practical and financial standpoint. From a resource deployment perspective, 1931 contains our onboard cascade air system to fill our Self-Contained Breathing Apparatus (SCBA) at a fire type incident. It also carries a larger supply of firefighting foam and additional rescue equipment. When looking at our fleet, we have 1931, a stand-alone rescue (no pump or water) that is due for replacement and a 1998 pumper that we are keeping for the reasons listed above. When evaluating our fleet practically, it would make sense that we would replace 1931 with an apparatus that has a pump and water.

The purchase of a new rescue–pumper will:

- Replace two aging vehicles with one versatile, multi-function apparatus.
- Reduce downtime and maintenance costs associated with aging units.
- Enhance firefighter safety through updated safety systems, improved ergonomics, and modern technology.
- Increase operational versatility, supporting both rescue and suppression incidents.
- Save taxpayer dollars by selecting a stock configuration
- Ensure compliance with current NFPA and EPA standards.



**Chief Ross M. Tibbets**  
**DC Mitch Harsevoort**  
Office: (616) 931-3310



**City of Zeeland**  
29 W. Main Avenue  
Zeeland, MI 49464

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### Financial Considerations

When evaluating from a financial perspective we are proposing a stock rescue pumper. A stock rescue pumper is a pre-engineered unit (“cookie cutter”), with limited items that can be changed. This approach provides substantial savings in both cost and build time compared to commissioning a fully custom-built vehicle. We are fortunate that we were able to find a stock rescue pumper that we believe will meet our needs. The department has received a proposal in the amount of \$1,058,000 for a stock rescue–pumper.

For comparison:

Apparatus Type	Estimated Cost	Operational Capabilities	Fleet Impact	Estimated Delivery
Custom Heavy Rescue	\$1,150,000 – \$1,250,000	Rescue operations only (no pump or water)	Would still require maintaining a separate engine	2 – 3 years
Stock Rescue–Pumper (Proposed)	\$1,058,806	Combined rescue and fire suppression functions	Replaces both 1997 Heavy Rescue and 1998 Fire Engine	1 year

By selecting a stock rescue–pumper, the City will save an estimated \$100,000–\$200,000 compared to a custom build while significantly reducing build and delivery time. The new apparatus will have a service life of 20–25 years, ensuring long-term operational reliability and cost efficiency. This option aligns with the department’s apparatus replacement plan and demonstrates fiscal responsibility while maintaining operational readiness.

### Procurement Method

The Fire Rescue Department recommends purchasing the new apparatus through Sourcwell, a nationally recognized cooperative purchasing program that provides pre-bid, competitively awarded contracts compliant with state and local procurement laws.

Using Sourcwell will:

- Ensure competitive pricing through nationally bid and vetted contracts.
- Accelerate the purchasing timeline, allowing faster delivery.
- Reduce administrative costs by eliminating the need for a local bid process.

### Conclusion

Replacing the outdated 1997 Heavy Rescue and 1998 Fire Engine with a modern, stock rescue–pumper through the Sourcwell cooperative purchasing program represents a fiscally responsible and operationally efficient solution. This purchase will

- provide a reliable, multi-functional apparatus to meet the community’s needs
- reduce maintenance and operating costs,
- expedite delivery and operational readiness
- demonstrate sound stewardship of public funds.

This strategic “two-for-one” replacement will ensure Zeeland Fire Rescue remains well-equipped to provide safe, effective, and efficient emergency response for decades to come.

**Chief Ross M. Tibbets**  
**DC Mitch Harsevoort**  
Office: (616) 931-3310



**City of Zeeland**  
29 W. Main Avenue  
Zeeland, MI 49464

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### **Motor Pool Funding**

ACM Plockmeyer ran an updated model in the Motor Pool fund with the \$1.05 Million request for the Spartan Rescue Truck Replacement. This replacement is approximately \$300,000 more than we had anticipated in our last budget scenario. Assuming we do not make any changes to the funding model, this additional cost does change the cash flow scenario in the Motor Pool Fund. The model shows a cash balance of \$512,000 and a funding ratio of 5.32% in FY2029 (the year we are planning to replace the ladder truck). Our cash balances increase to policy percentage in 2034 (33.92% and a cash balance of \$3.74 Million), but only for a year as we will likely look to replace the 2010 Pierce in 2035, but after we make this purchase the fund will recover quite quickly and should be well overfunded by 2039 (47.26% and a cash balance of \$6.5 Million). Long story short, staff feels comfortable with our current funding model and do not see the need to make drastic changes to accommodate this purchase.

### **Regarding prepayment vs. payment upon delivery**

ACM Plockmeyer would recommend the payment on delivery option because we can make nearly as much money in interest as the discount provided. Additionally, I like to hold onto the cash for the purposes of closely mirroring our model.

### **Recommendation**

Staff recommends City Council review the provided information. At your December 15, 2025 meeting, staff will look for authorization to utilize the Sourcwell cooperative purchasing contract, waiving the traditional bid process and award a contract to approve purchasing a new stock rescue-pumper apparatus using motor pool funds.

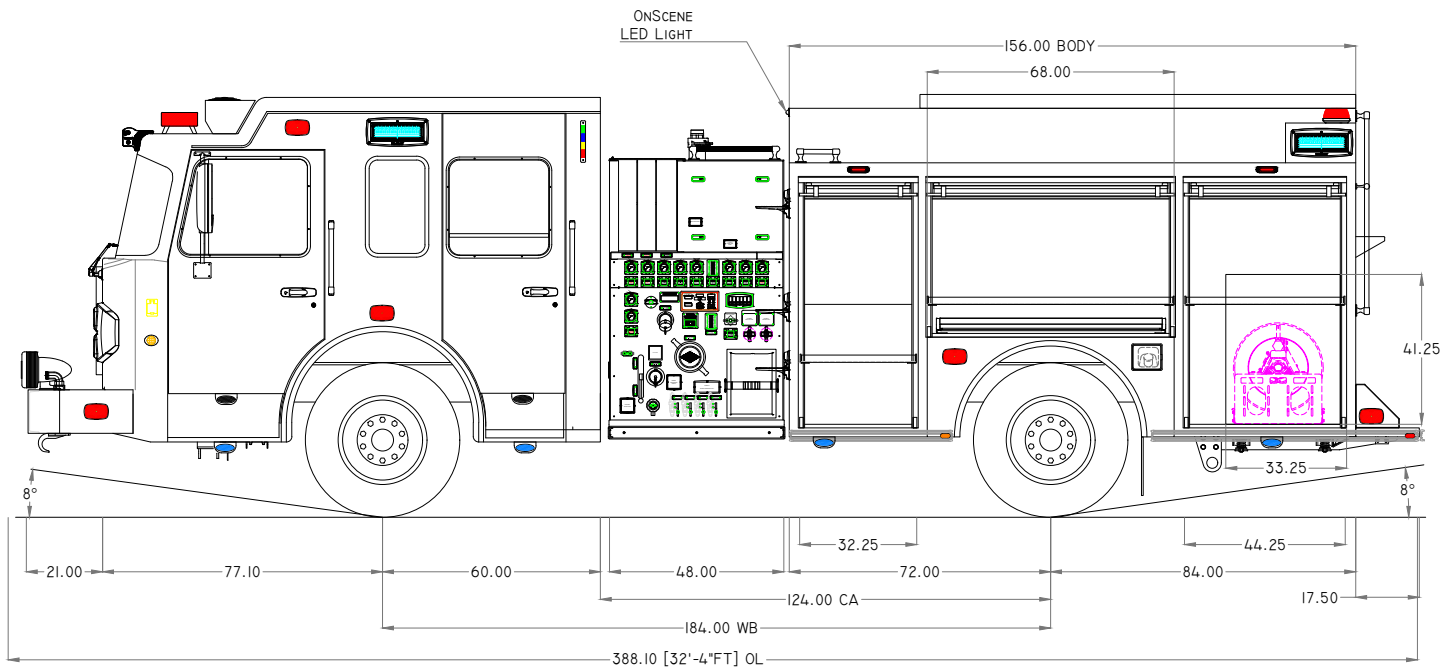
*Ross M. Tibbets*

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Ross M. Tibbets, Fire Chief

# S-180 CUSTOM PUMPER

## MODEL #3114



### CHASSIS

- Spartan Metro Star EMFD 10" Raised Roof
- Seating Capacity 5
- Cummins X12 500 HP Engine
- Allison 4000 EVS Transmission
- Extreme Duty Interior
- Advanced Protection System®
- Independent Front Suspension
- Axles: 20,000 Front, 26,000 Rear
- 21" Front Bumper Extension
- 184" Wheelbase
- Advanced Climate Control
- Rear View Backup Camera
- Side Scene Lighting
- Michelin Tires
- Severe Duty Front Bumper
- Q2B Siren

### PUMP & PLUMBING

- Waterous CSU 1500 GPM Pump
- Side Mount Controls
- Trident Air Primer
- FRC InControl Pressure Governor
- UPF 750 Gallon Poly Water Tank
- 20 Gallon Foam Cell
- FoamPro 1600
- (1) 2.5" Left Side Auxiliary Inlet
- (1) 2.5" Left Side Discharge
- (1) 2.5" Right Side Discharge
- (1) 3" Right Side Discharge w/5" Storz
- (1) 2.5" Left Rear Discharge
- (1) 3" Deck Gun Discharge
- TFT Extenda-Gun
- (2) 1.75" Crosslays
- (1) 2.5" Crosslay Discharge
- (1) 1.5" Front Bumper Discharge
- 2.0" Direct Tank Fill

### BODY

- 156" Formed Aluminum Body
- Vibra-Torque Body Mounting System
- ROM Series IV Roll-up Doors
- Full Height w/ Split Depth Compartments
- Ladders (Duo Safety, 24', 14', 10' Attic)
- Right Side SCBA storage for (8) Cylinders
- Booster Reel
- Wheel Well Roll-Out Drawer
- Eck Anti-Corrosion Process
- Durable Compartment Finish
- OnScene Access LED Compartment Lighting
- Whelen LED Lighting Package
- Whelen Side & Rear Scene Lights



CHASSIS: SPARTAN METRO STAR EMFD 10" RR

ENGINE: CUMMINS X12 500 HP

TRANSMISSION: ALLISON 4000 EVS

AXLES: F 21,500 LB / R 26,000 LB

MODEL: 3114

WATER/FOAM: 750 GALLONS / 20 GALLONS

PUMP: WATEROUS CSU 1500 GPM

FOAM SYSTEM: FoamPro 1600

GENERATOR: N/A

#### DOOR FRAMED OPENINGS

COMPARTMENT	DOOR FRAMED OPENING
L1	32.25-W x 68.0-H
L2	68.0-W x 43.0-H
L3	44.25-W x 68.0-H
R1	32.25-W x 68.0-H
R2	68.0-W x 43.0-H
R3	44.25-W x 68.0-H
B1	36.0-W x 36.875-H

#### SPECIAL NOTES:

##### LADDER PACKAGE

- (1) Duo-Safety 24 FT.-2 SEC. 900A
- (1) Duo-Safety 16 FT. ROOF, 775A
- (1) Duo-Safety 10 FT. ATTIC, 585A

##### STORAGE FOR

- (1) 18" x 72" FERNO BACKBOARD
- (2) FIVE POLES WITH STANDARD HOOK
- (1) ARSON TRASH HOOK, UP TO 12FT LONG

#### CUSTOMER

THIS DRAWING IS A CLOSE APPROXIMATION OF YOUR FIRE APPARATUS. IN ALL CASES WHERE THE DRAWING AND THE WRITTEN SPECIFICATION DIFFER, THE SPECIFICATION SHALL PREVAIL. PLEASE WORK WITH YOUR DEALER TO ASSURE THAT THE WRITTEN SPECIFICATION REPRESENTS WHAT YOU WANT IN YOUR FINISHED PRODUCT. SPARTAN EMERGENCY RESPONSE BUILDS TO THE WRITTEN SPECIFICATION, NOT THE DRAWING TO ASSURE THAT YOUR NEEDS ARE MET.

#### PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SPARTAN EMERGENCY RESPONSE. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SPARTAN EMERGENCY RESPONSE IS PROHIBITED. SPARTAN MOTORS USA, INC. D/B/A SPARTAN EMERGENCY RESPONSE.

1	08/09/22	ENGINEERING COMPLETE	JM
0	07/31/22	FROM 2114-09	WC
REV	DATE	DESCRIPTION	NAME
SCALE: NOT TO SCALE			

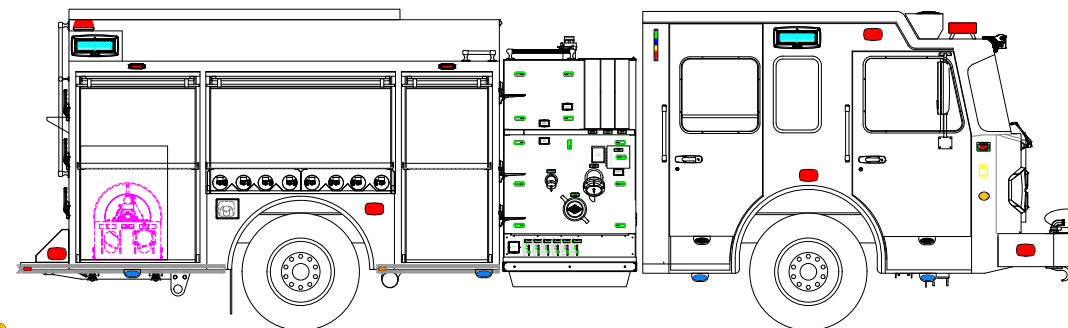
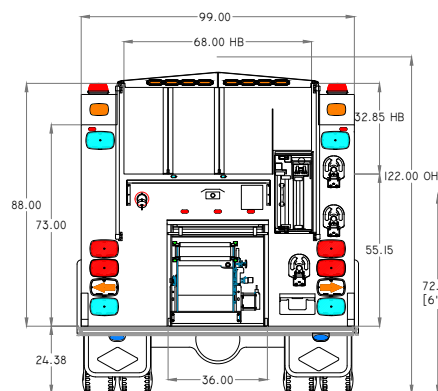
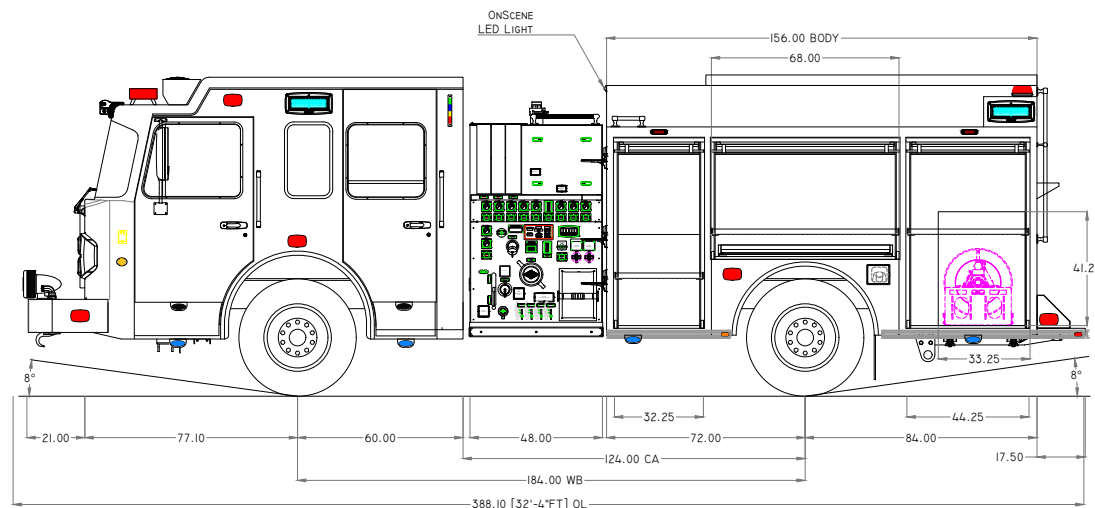
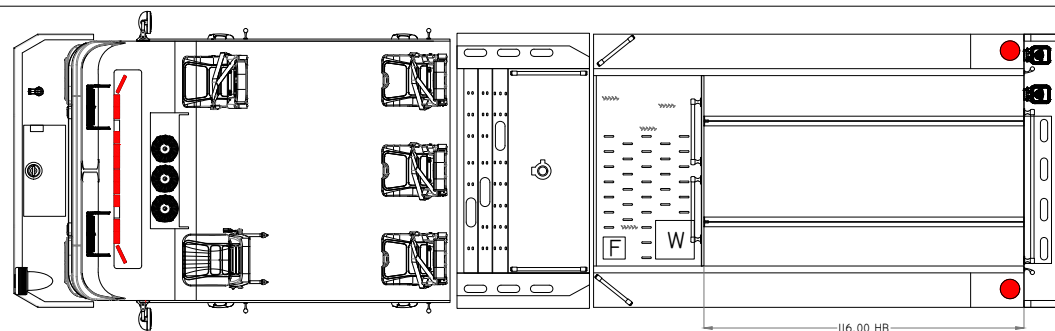
CUSTOMER:

TRUCK NUMBER:

DEALER:

MODEL 3114-10

COMPARTMENT	VOLUME (CUBIC FEET)
L1	29.4
L2	27.3
L3	36.4
R1	29.4
R2	27.3
R3	36.4
B1	31.9
HOSE BED AREA	150.1



PUTTING FIRST RESPONDERS FIRST.

spartaner.com/s-180



## Vendor Contract #113021-RVG-4

November 13, 2025

City of Zeeland  
Member ID# 191423  
21 South Elm Street  
Zeeland, MI 49464

We are pleased to offer to you a Spartan Emergency Response Engine S-180 Model 3114 on Metro Star chassis through the Sourcewell® Contract, based on the provided specifications dated 11/13/2025 and drawings.

MSRP	\$976,813.00
Sourcewell Discount	(\$57,300)
Discount Percentage	5.87%

Spartan/Sourcewell Price	\$919,513.00
Dealer Equipment/Upfit	\$88,733.00
Cascade Fill Station	\$50,560.00

**Contract Price** **\$1,058,806.00 \*\***

*Prices above do not include any Federal, State or local taxes.*

We look forward to providing your agency with an industry leading apparatus. Our legacy of expertise means we build your apparatus from the ground up on a foundation ready to handle your specific response equipment and route needs. We strategically configure your apparatus design to represent the best possible mix of safety, speed, agility, ergonomics, and serviceability.

\*\* Contract price expires on December 17, 2025



CSI Emergency Apparatus, LLC  
2332 Dupont Street  
Grayling, MI 49738  
www.csiea.com

Phone: 989-348-2877  
Fax: 989-348-8233

## Zeeland Fire & Rescue

### Apparatus Proposal Pre-Payment Discount Offering

Project Description: 2026 Spartan S-180 Model 3114

CSI Emergency Apparatus has provided the following pre-payment options for your consideration. In order for the pre-payment amounts below to be valid, the pre-payment amount needs to be decided at the time of purchase.

Payment Discount Type	Prepayment Amount	Discount	Balance Due
100% Pre-payment at time of contract	\$ 1,058,806	\$ (25,083.00)	\$ 1,033,723
80% Pre-payment at time of contract	\$ 847,044	\$ (20,400.00)	\$ 191,361
50% Prepayment at time of contract	\$ 529,403	\$ (11,600.00)	\$ 517,803

**Unit Price: \$1,058,806**

The above Balance Due on Delivery values do not include any change orders or additions that may be applied to the project during production. All change orders or additions to the project will be provided to the purchasing authority in writing for approve before they are completed.

If you would like to see other pre-payment options, pleas don't hesitate to ask, we would be happy to provide those. Thank you, we appreciate your business!

Payment in full within 20 days of final inspection in Brandon, SD      discount      (\$20,000.00)

Proudly Representing:



## **Zeeland**

2026 Spartan S-180 Model 3114

Cummins X-12 engine

Allison 4000 EVS transmission

Waterous 1500gpm pump

FoamPro 1600

Final inspection

**CONTRACT PRICE:** **\$1,058,806**

**Truck Price- Spartan/Sourcewell :** **\$919,513**

### **Dealer upfit Specialty**

Cascade air fill station: **\$50,560**

**Dealer supplied equipment:** **\$88,733**

Shelves and trays

Intake valves

Crew area cabinets and shelves

Center Console

David Clark Headset system

Flashlights

Tool boards

Pump house heater/heat pan

Contingency of 20k

### **Discount options:**

Payment in full within 20 days of final inspection    -\$20,000

100% Prepayment discount: Does not include above amount (approximate) - \$25,000

80% Prepayment discount: Does not include above amount (approximate) - \$20,400

50% Prepayment discount: Does not include above amount (approximate) - \$11,600

As you review this, you may al-a-carte pick how you would like to have this proposed to you. If you would like this proposal all inclusive, you will see it is like the upper section of the page. You can pull items out if you would like. The dealer upfit side are items like shelving and trays, amongst other items that we have discussed that will be in the proposal. I did do a separate line for the cascade fill station in case you would require breaking out of the cost of the truck. As far as the bottom of the page is concerned, there are some discounts listed. These are approximate as we must put the entire package together and submit to Spartan and Sourcewell for hard numbers. There are 4 different options for discounts, 3 of the options are with prepayment depending on the percentage. I did not include a performance bond in the proposal price. If you decide to prepay and you require a performance bond, the amount would be approximately \$4,500 that would be added to the total amount.

Example of how our prepayment discount would work in conjunction with the \$20,000 final payment discount if the final payment is made to CSI within 20 days of the apparatus final inspection in Brandon South Dakota.

1. If you prepay 100% of the project, you would receive both the prepayment discount and the early payment discount, providing a total contract savings of \$45,000.00.
2. The same holds true with the other prepayment options, if you make the 80% or 50% prepayment, you would receive the discounts provided in our proposal and still have the option to pay the remaining balance within the 20 days of the final inspection in Brandon South Dakota to receive the additional \$20,000 savings.





21 South Elm Street • Zeeland, Michigan 49464 • (616) 772-0872 • (616) 772-0880

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## MEMORANDUM

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**DATE:** Friday, November 14, 2025

**TO:** Planning Commission

**FROM:** Tim Maday, Community Development Director

**RE:** **November 17<sup>th</sup> City Council meeting agenda – Proposed City Ordinance #1046 - Rezoning of a portion of 500 N Centennial St – ODL, Inc/Gentex Corporation**

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**Background:** In 1999, ODL Incorporated entered into a 25-year lease agreement with Gentex Corporation to allow Gentex to construct a portion of the parking lot for their corporate headquarters property at 600 N Centennial on a portion of ODL's adjacent 500 N Centennial Street property. The image below generally shows the leased area.



With the expiration of the lease in 2025, the property owners are preparing to transfer the portion of parking lot that is on the 500 N Centennial parcel to become a part of the Gentex parcel at 600 N Centennial Street.

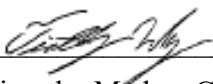
**Description of Request:** The parcel at 500 N Centennial Street is zoned I-1 – Light Industrial District. The parcel at 600 N Centennial is zoned I-2 – General Industrial District. While the parcels resulting from the proposed transfer both comply with the requirements of their respective districts, before the transfer and property boundary adjustment can occur, the portion proposed to be transferred must be rezoned to the I-2 General Industrial District.

**City Ordinance review:** As stated above, the resulting parcels from the proposed reconfiguration both comply with the lot area, and width requirements for their respective zone districts. While the proposed transfer will reduce the side yard setback of the existing building at 500 N Centennial Street, the proposed remaining setback will still comply with the 30' minimum side yard setback requirement of the I-1 zone district.

**Planning Commission Action:** On October 2, the Planning Commission held a public hearing and initially approved the rezoning request. At its November 6 meeting, the Commission took its final action by adopting the enclosed resolution recommending that City Council rezone the requested portion of the parcel. The minutes of both meetings are also enclosed with this memo.

**Next Steps:** With the adoption of the enclosed resolution, the request now moves to City Council. At the November 17<sup>th</sup> City Council meeting, proposed ordinance #1046 will come before Council for consideration and action. Should the ordinance be adopted, the .48 acre portion of 500 N Centennial St would be rezoned to I-2 – General Industrial District, and the property boundary change could occur. Staff believes that it is appropriate to approve the rezoning request to facilitate the boundary change.

**Staff Recommendation:** Adopt City Ordinance #1046 to rezone an approximately .48 acre portion of the property at 500 N Centennial (PIN 70-17-18-100-016) to I-2 – General Industrial District.



Timothy Maday, Community Development Director

I hope that this memo is helpful in explaining the proposed ordinance that will come before City Council on November 17<sup>th</sup>. Please do not hesitate to contact me with any questions regarding this memo, or any of the enclosures.

## **RESOLUTION**

*(To Approve Rezoning for Gentex Corporation)*

### **City of Zeeland County of Ottawa, Michigan**

Portions of minutes of a Regular Meeting of the Planning Commission of the City of Zeeland, County of Ottawa, Michigan, held in the City Hall in said City on November 6, 2025, at 5:45 o'clock p.m., Local Time.

PRESENT: Commissioners Rebecca Perkins, Sheri Holstege, Glenn Kass, Dan Klompmaker,  
Kevin Klynstra, Tim Klunder, and Chairman Bill Elhart

ABSENT: Commissioners Amanda Cooper, Robert Blanton

The following preamble and resolution were offered by Commissioner Klompmaker and supported by Commissioner Holstege.

WHEREAS, Redlum 12:2 LLC and the Gentex Corporation have requested that a certain parcel within the City of Zeeland be rezoned to the I-2, General Industrial Zone District;

AND WHEREAS, a public hearing was held on this matter on October 2, 2025;

AND WHEREAS, the parcel for which rezoning is requested is currently zoned for industrial users and it is zoned I-1, and as property within the Light Industrial Zone District;

AND WHEREAS, the proposed use will conform with the adjacent parcel's zone district;

AND WHEREAS, the rezoning of such property will not adversely affect the property interests of the adjacent property owner, and the rezoning will be beneficial to the adjacent property owner;

AND WHEREAS, the property is suitable for I-2, General Industrial uses.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Planning Commission hereby recommends that the following described parcel within the City of Zeeland, County of Ottawa, and State of Michigan be rezoned as property within the I-2, General Industrial Zone District as is defined by the Zeeland Zoning Ordinance:

Part of the Northwest 1/4 of Section 18, Town 5 North, Range 14 West, City of Zeeland, Ottawa County Michigan described as: Commencing at the North 1/4 corner of said Section 18; thence South 00 degrees 00' 00" West 1224.80 feet along the North and South 1/4 line of said Section; thence South 34 degrees 44' 50" West 28.93 feet; thence Southwesterly 136.66 feet along a 267.00 foot radius curve to the right, the chord of which bears South 49 degrees 24' 35" West 135.17 feet; thence Southwesterly 275.34 feet along a 2967.00 foot radius curve to the right, the chord of which bears South 66 degrees 43' 51" West 275.24 feet; thence South 69 degrees 23' 22" West 181.76 feet; thence Southwesterly 96.05 feet along a 267.00 foot radius curve to the right, the chord of which bears South 79 degrees 41' 41" West 95.53 feet; thence South 90 degrees 00' 00" West 17.00 feet; thence North 00 degrees 00' 00" East 57.37 feet along the East line of Centennial Street; thence South 90 degrees 00' 00" West 66.00 feet; thence South 00 degrees 00' 00" West 106.95 feet along the West line of Centennial Street to the Point of Beginning; thence continuing S00°00'00"W 40.81 feet along said West line; thence S63°33'10"W 23.10 feet; thence S89°28'38"W 197.20 feet; thence N77°56'31"W 113.97 feet; thence N47°08'48"W 4.35 feet; thence N76°31'30"W 135.15 feet; thence S89°51'59"E 492.94 feet to the Point of Beginning.

2. This resolution and the attached comments, if any, from the public hearing of this rezoning constitute the final report of the Planning Commission.

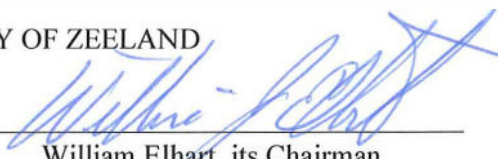
This Resolution is hereby adopted on the 6th day of November, 2025, at a Regular Meeting of the Zeeland Planning Commission, with the following votes:

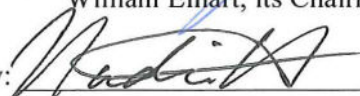
AYES: Commissioners Rebecca Perkins, Sheri Holstege, Glenn Kass, Dan Klompmaker,  
Kevin Klynstra, Tim Klunder, and Chairman Bill Elhart

NAYS: Commissioners None.

ABSENT: Commissioners Amanda Cooper, Robert Blanton

CITY OF ZEELAND

By:   
William Elhart, its Chairman

By:   
Nadine Hopping, its Clerk



CITY OF ZEELAND  
PLANNING COMMISSION MEETING MINUTES  
CITY HALL – 21 SOUTH ELM STREET  
OCTOBER 2<sup>ND</sup>, 2025  
5:45PM

**EXCERPT**

-5:45PM -Bus tour of the City to view potential Capital Improvement Project locations.

-6:15PM– Chairman Elhart called the meeting to order and requested a roll call of Planning Commissioners.

Present: Commissioners Rebecca Perkins, Sheri Holstege, Glenn Kass, Dan Klompmaker, Kevin Klynstra, Tim Klunder, and Chairman Bill Elhart.

Absent: Commissioners Amanda Cooper, and Bob Blanton.

Also Present: City Attorney Jim Donkersloot, Zoning Administrator Timothy Maday, and Recording Secretary Nadine Hopping.

- Staff confirmed there were no additional agenda items.

-6:15PM Chairman Elhart opened the public hearing regarding the rezoning request for a portion of the property located at 500 N Centennial Ave.

John DePoy of Nederveld explained that the narrow strip of property on the north side of the 500 N Centennial parcel is owned by ODL Inc. and is currently leased by Gentex. The portion of property is integrated into their parking lot at the adjacent 600 N Centennial Street parcel. He noted that Gentex leased the property for the parking lot use in 2000, and 25-year lease is due for renewal. Rather than continuing the lease, Gentex has proposed a parcel line adjustment that would allow them to acquire ownership of that portion of the property. DePoy added that an application for the parcel line adjustment has already been submitted and that, to maintain consistent zoning, they are requesting that the area in question be rezoned to I-2, consistent with the adjoining parcels owned by Gentex.

Tim Maday explained that the parcel located at 500 N Centennial St is currently zoned I-1 Light Industrial, while the adjacent campus to the north is zoned I-2 General Industrial. He further noted that although the zoning ordinance allows I-1 Light Industrial and I-2 General Industrial districts to share parking without a lot line setback, the transfer of this portion of property cannot be approved as it is presently zoned I-1 Light Industrial. Maday clarified that the purpose of the current application is to rezone the portion of property between 500 N Centennial (I-1 Light Industrial) and 600 N Centennial (I-2 General Industrial) to I-2 General Industrial, thereby allowing the parcels to be combined.

He added that, if the recommendation to rezone is approved, a resolution formally recommending the zoning change will be presented to the Commission at its regular meeting in November. Following final action by the Commission on November 6, the request will be forwarded to City Council for consideration and approval. Maday concluded his statement by noting that staff did not receive any written correspondence regarding the request, nor were



any comments received from department heads. Maday noted that staff recommends approval of the application.

-6:21 PM moved by Commissioner Klompmaker to close public hearing. Supported by Commissioner Klynstra. All voted aye.

**Motion 2025.23**

**Moved by Klompmaker to recommend the rezoning of the approximately 0.48 acres portion of 500 North Centennial (70-17-18-100-104) from I-1 Light Industrial to I-2 General Industrial zone district.**

**Supported by Klynstra**

**Roll Call Vote on Motion 2025.23**

**Ayes: Perkins, Holstege, Kass, Klompmaker, Klynstra, Klunder, and Chairman Elhart.**

**Nays: None.**

**Absent: Cooper, Blanton.**

**Motion Passes.**

-6:25PM Chairman Elhart opened the public hearing regarding the Temporary Land Use Application for 633, 637, 641, 649, 658, 701, & 725 E Main Ave, proposed construction of a 54,000 square foot, 175-space temporary parking lot.

Andrew Smith of Mead Johnson explained that the proposed temporary parking lot is part of their preparations for a future project at the facility. He noted that the lot is necessary to relocate some of the existing on-site parking currently situated within the footprint of a possible proposed new building. Smith added that their goal is to construct the temporary parking lot this year, before asphalt plants close for the season, so that the site is prepared for additional underground utility work next year, pending site plan and project approval.

Smith stated that without the temporary parking lot, the project would face delays due to a lack of available parking for incoming employees. He further explained that the existing employee entrance would be used for access to the temporary lot. While final details with Ottawa County have not yet been confirmed, Mead Johnson plans to utilize the former Bennett Wood Specialties property at 109 N Calton St to access the site's interior, helping to reduce additional traffic along Main Ave.

He added that the parking lot would be visually screened with silk screen fencing, which would remain in place for the duration of the temporary use. Mead Johnson intends to submit several renderings for the silk screen design for the City's review and approval prior to installation. Smith mentioned that, in addition to Mead Johnson's logo, they would like to include the "Feel the Zeel" logo, as the site is prominently located along Main Ave. Smith also noted that the lighting design would feature zero-candela fixtures to prevent light spillage beyond the property boundary and minimize light pollution for both Main Ave and nearby townhomes. He further explained that Mead Johnson plans to submit a 50% design plan for conceptual and general feedback, with the intent of potentially incorporating the temporary lot into the final site plan if no major issues are identified.



**CITY OF ZEELAND  
PLANNING COMMISSION MEETING MINUTES  
CITY HALL – 21 SOUTH ELM STREET  
NOVEMBER 6<sup>th</sup>, 2025  
5:45PM**

**EXCERPT OF DRAFT MEETING MINUTES**

-5:45PM– Chairman Elhart called the meeting to order and requested a roll call of Planning Commissioners.

Present: Commissioners Rebecca Perkins, Sheri Holstege, Glenn Kass, Dan Klompmaker, Kevin Klynstra, Tim Klunder, and Chairman Bill Elhart.

Absent: Commissioners Amanda Cooper, and Bob Blanton.

Also Present: City Attorney Jim Donkersloot, Zoning Administrator Timothy Maday, and Recording Secretary Nadine Hopping.

- Moved by Klompmaker to excuse absent members. Supported by Holstege. All voted aye.

Maday confirmed that there are no additional agenda items. However, two pieces of correspondence were received from a resident at 28 S. Sanford regarding the ongoing discussions about Mead Johnson's remediation project at 725 E. Main Avenue. Both letters have been included as part of this record.

Maday noted that Mead Johnson had originally planned to attend this evening's meeting, but later indicated that additional time is needed. The resident who submitted the two letters was informed of Mead Johnson's change in attendance and requested that his correspondence be forwarded to the Commissioners.

**500 N Centennial St. – Redlum 12:2 LLC – Resolution for the application to rezone a portion of the property from I-1, the Light Industrial Zone District to I-2, the General Industrial Zone District.**

Maday explained that tonight's resolution would be the Planning Commissions final action in the rezoning a portion of the property at 500 N Centennial St. If the resolution is adopted, it would then be forwarded to City Council for approval at their regular scheduled meeting of November 17<sup>th</sup>, 2025. Maday further noted that this application is to allow for consistent zoning & transfer of ownership to occur, adding that nothing visually nor operationally is expected to change. Additionally, he highlighted that staff would recommend the approval.

**Motion 2025.26**

**Moved by Klompmaker to approve the resolution to recommend the 0.48 acre portion of the property at 500 N Centennial be rezoned into the I-2 General Industrial zoned district.**

**Supported by Holstege**

**Roll Call Vote on Motion 2025.26**

**Ayes: Perkins, Holstege, Kass, Klompmaker, Klynstra, Klunder, and Chairman Elhart.**

**Nays: None.**

**Absent: Cooper, Blanton.**

**Motion Passes.**



**CITY OF ZEELAND**

**ORDINANCE NO. 1046**

*(To Approve Rezoning for 500 N. Centennial)*

Portions of minutes of a Regular Meeting of the City Council of the City of Zeeland, County of  
Ottawa, Michigan, held in the Zeeland City Hall in said City on November 17, 2025, at 7:00 o'clock P.M.,  
Local Time.

PRESENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

The following preamble and ordinance were offered by Council Member  
\_\_\_\_\_ and supported by Council Member \_\_\_\_\_:

An ordinance concerning the zoning of certain real property in the City of Zeeland, Michigan.

WHEREAS, notice was given to the property owner regarding a hearing for the rezoning of the  
property hereafter described;

AND WHEREAS, notice as to the proposed rezoning was given to Consumers Power Company,  
CSX Transportation, Semco Energy Gas Company, Michigan Bell Telephone Company, the Zeeland Board  
of Public Works, and Charter Communications Holding Company, L.L.C. on September 9, 2025;

AND WHEREAS, notice on the public hearing for the proposed rezoning was published in  
accordance with Michigan Law;

AND WHEREAS, a public hearing on the proposed rezoning was held before the Planning Commission on October 2, 2025;

AND WHEREAS, the Planning Commission has held public hearings on the proposed rezoning in accordance with MCL 125.3202 and has prepared its preliminary and final reports;

AND WHEREAS, the City Council concurs with the Planning Commission's recommendation.

THE CITY OF ZEELAND ORDAINS:

1. That the following described parcel which is commonly known as 500 N. Centennial Street, Zeeland, Michigan be zoned as property within the I-2, General Industrial District:

Part of the Northwest 1/4 of Section 18, Town 5 North, Range 14 West, City of Zeeland, Ottawa County Michigan described as: Commencing at the North 1/4 corner of said Section 18; thence South 00 degrees 00' 00" West 1224.80 feet along the North and South 1/4 line of said Section; thence South 34 degrees 44' 50" West 28.93 feet; thence Southwesterly 136.66 feet along a 267.00 foot radius curve to the right, the chord of which bears South 49 degrees 24' 35" West 135.17 feet; thence Southwesterly 275.34 feet along a 2967.00 foot radius curve to the right, the chord of which bears South 66 degrees 43' 51" West 275.24 feet; thence South 69 degrees 23' 22" West 181.76 feet; thence Southwesterly 96.05 feet along a 267.00 foot radius curve to the right, the chord of which bears South 79 degrees 41' 41" West 95.53 feet; thence South 90 degrees 00' 00" West 17.00 feet; thence North 00 degrees 00' 00" East 57.37 feet along the East line of Centennial Street; thence South 90 degrees 00' 00" West 66.00 feet; thence South 00 degrees 00' 00" West 106.95 feet along the West line of Centennial Street to the Point of Beginning; thence continuing S00°00'00"W 40.81 feet along said West line; thence S63°33'10"W 23.10 feet; thence S89°28'38"W 197.20 feet; thence N77°56'31"W 113.97 feet; thence N47°08'48"W 4.35 feet; thence N76°31'30"W 135.15 feet; thence S89°51'59"E 492.94 feet to the Point of Beginning.

2. A copy of this ordinance as well as a map designating such zoning area as is herein established are available for purchase or inspection in the office of the City Clerk at 21 S. Elm Street, Zeeland, Michigan, and will be available during normal business hours.

3. No other areas within the City of Zeeland are rezoned as a result of the zoning herein, but all ordinances or parts thereof in conflict with the provision of this Ordinance are to the extent of such conflict hereby repealed.

4. This Ordinance is adopted as an emergency ordinance. In accordance with MCL 125.3401, this Ordinance shall take effect seven (7) days after publication of a notice of the adoption of this ordinance.

This Ordinance is hereby adopted on the 17th day of November, 2025, at a Regular Meeting of the Zeeland City Council, with the following vote:

AYES: Council Members \_\_\_\_\_

\_\_\_\_\_

NAYS: Council Members \_\_\_\_\_

\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

City of Zeeland

By: \_\_\_\_\_  
Kevin Klynstra, Mayor

By: \_\_\_\_\_  
Kristi DeVerney, City Clerk

#### CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. \_\_\_\_\_ which was duly adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on November 17, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act. I hereby certify that the above Ordinance known as Ordinance No. \_\_\_\_\_ or a summary of such Ordinance was published in the Zeeland Record on the \_\_\_\_\_ day of November, 2025.

\_\_\_\_\_  
Kristi DeVerney, City Clerk



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## CITY COUNCIL MEMORANDUM

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TO: Mayor Kevin Klynstra and Zeeland City Council Members

CC: Tim Klunder, City Manager

FROM: Abby deRoo, City Marketing Director

SUBJECT: Second Reading Alcohol Ordinance #1042 and Parks Ordinance #1043

DATE: November 13, 2025 (November 17<sup>th</sup> Council Agenda)

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City Council and staff have engaged in rich and thoughtful dialogue regarding the proposed amendments to the Alcohol Ordinance and Parks Ordinance. Following this period of discussion and community input, we have now reached the stage for second reading and final approval.

### **Ordinance #1042 – Sunday Alcohol Sales**

This amendment would allow on-premise and off-premise license holders to sell or serve alcohol on Sundays from 12:00 p.m. to 2:00 a.m. Monday, aligning with state law and regional norms. The social district would not be available on Sundays.

### **Ordinance #1043 – Social District in City Parks**

This amendment formalizes existing Social District practices in the Elm Street Park and Vande Luyster Square by clarifying that alcohol consumption is permitted in these designated areas under all standard Social District rules. The Downtown Splash Pad will be excluded from the Social District.

### **Recommendations**

Staff respectfully recommends final approval of Ordinance Amendments #1042 to permit Sunday alcohol sales between 12:00 p.m. and 2:00 a.m and #1043 to allow alcohol consumption in city parks located within the Social District, provided such activity complies with all Social District rules and regulations.

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Abigail deRoo, City Marketing Director

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Tim Klunder, City Manager

**CITY OF ZEELAND**

**ORDINANCE NO. \_\_\_\_\_**

(An ordinance to Amend Section 4-22 of  
Volume II of The Code of the City of Zeeland, Michigan  
To Permit Sunday Alcohol Sales)

Portions of minutes of a Regular Meeting of the City Council of the City of Zeeland, County of  
Ottawa, Michigan, held in the Zeeland City Hall in said City on \_\_\_\_\_, 2025, at 7:00 o'clock  
P.M., Local Time.

PRESENT: Council Members \_\_\_\_\_

\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

\_\_\_\_\_

The following preamble and ordinance were offered by Council Member  
\_\_\_\_\_ and supported by Council Member \_\_\_\_\_:

WHEREAS, the Zeeland City Code currently prohibits the sale of alcohol on Sundays within the  
Cit of Zeeland;

AND WHEREAS, a restaurant has requested that the City of Zeeland permit the sale of alcohol  
on Sundays so that a better business environment will be present for businesses that sell alcohol;

AND WHEREAS, it has been the experience in Zeeland that the consumption of alcohol which  
has been sold within the City of Zeeland has not resulted in disorderly conduct;

AND WHEREAS, it is proposed that alcohol sales not be permitted before 12:00 noon on  
Sundays;

AND WHEREAS, city staff and the City Council have studied the possible ramifications for the sale of alcohol on Sundays;

AND WHEREAS, the public has been given the opportunity to comment on the sale of alcohol on Sundays;

AND WHEREAS, it is believed that the sale of alcohol after 12:00 noon on Sundays will not be detrimental to the public.

THE CITY OF ZEELAND ORDAINS.

Section 1. That Zeeland City Code, Vol. I, Section 4-22 is hereby amended and approved to read in its entirety as follows:

**“Sec. 4-22. Hours of sale; Sunday sales and Prohibition on Christmas Sales.**

a. All hours other than those which are prohibited shall be the legally established times for alcohol sales within the city, unless such hours of operation are further limited or prohibited by the state. Alcohol may be served on a Sunday after 12:00 noon until 2:00 a.m. on Monday, if permitted by state law. In addition, alcohol may be sold during a special event during the time period that was approved by the City Council.

b. No licensee shall sell or serve any alcoholic liquors between the hours of 2:00 a.m. and 7:00 a.m. on any day, except that on January 1, alcohol may be served until 4:00 a.m. No licensee shall sell or serve any alcoholic liquors between the hours of 9:30 p.m. on December 24 to 7:00 a.m. on December 26.”

Section 2. All Ordinances or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 3. This Ordinance is not an Emergency Ordinance. This Ordinance shall take effect twenty-one days after the date of publication of this Ordinance.

This Ordinance is hereby adopted on the \_\_\_\_ day of \_\_\_\_\_, 2025, at a Regular Meeting of the Zeeland City Council, with the following vote:

AYES: Council Members \_\_\_\_\_

\_\_\_\_\_

NAYS: Council Members \_\_\_\_\_

\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

City of Zeeland

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

Kevin Klynstra, Mayor

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

Sharon Lash, Interim Deputy City Clerk

#### CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. \_\_\_\_\_ which was duly adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on \_\_\_\_\_, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act. I hereby certify that the above Ordinance known as Ordinance No. \_\_\_\_\_ or a summary of such Ordinance was published in the Zeeland Record on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
\_ Sharon Lash, Interim Deputy City Clerk

**CITY OF ZEELAND**

**ORDINANCE NO. \_\_\_\_\_**

(An ordinance to Amend Paragraph 33 of Section 14-3 of  
Volume I of The Code of the City of Zeeland, Michigan  
To Permit Alcohol Sales in a Park in the Social District)

Portions of minutes of a Regular Meeting of the City Council of the City of Zeeland, County of  
Ottawa, Michigan, held in the Zeeland City Hall in said City on \_\_\_\_\_, 2025, at 7:00 o'clock  
P.M., Local Time.

PRESENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_  
\_\_\_\_\_

The following preamble and ordinance were offered by Council Member  
\_\_\_\_\_ and supported by Council Member \_\_\_\_\_:

WHEREAS, the Zeeland City Code currently prohibits the sale and consumption of alcohol in  
Zeeland city parks;

AND WHEREAS, it has been proposed that alcohol sales be permitted within a city park if a park  
is located in the Social District of the City of Zeeland;

AND WHEREAS, it has been the experience in Zeeland that the consumption of alcohol which  
has been sold within the City of Zeeland has not resulted in disorderly conduct;

AND WHEREAS, city staff and the City Council have studied the possible ramifications of the  
sale and consumption of alcohol in city parks which are located within Zeeland's Social District;



AND WHEREAS, the public has been given the opportunity to comment on the sale and consumption of alcohol in a city park which is located within the Zeeland Social District;

AND WHEREAS, it is believed that the sale and consumption of alcohol in a city park within Zeeland's Social District will not be detrimental to the public.

THE CITY OF ZEELAND ORDAINS.

Section 1. That Zeeland City Code, Vol. I, Paragraph 33 of Section 1 4-3 is hereby amended and approved to read in its entirety as follows:

“Sec. 14-3. Activities by persons in cemeteries and parks.

No person in a cemetery or park shall:

- (33) *Intoxicating beverages.* Be under the influence of intoxicating beverages or controlled substances in any park, or consume or possess any intoxicating alcohol, provided that alcohol may be possessed and consumed in a City park if the park is located within Zeeland's Social District, and further provided that the alcohol which is being possessed or consumed in a city park is purchased on the day of consumption from a Social District license holder and that the possession and consumption of alcohol complies with Zeeland's Social District regulations.”

Section 2. All Ordinances or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 3. This Ordinance is not an Emergency Ordinance. This Ordinance shall take effect twenty-one days after the date of publication of this Ordinance.

This Ordinance is hereby adopted on the \_\_\_\_ day of \_\_\_\_\_, 2025, at a Regular Meeting of the Zeeland City Council, with the following vote:

AYES: Council Members \_\_\_\_\_  
\_\_\_\_\_

NAYS: Council Members \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Council Members \_\_\_\_\_

City of Zeeland

By: \_\_\_\_\_  
Kevin Klynstra, Mayor

By: \_\_\_\_\_  
Sharon Lash, Interim Deputy City Clerk

#### CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. \_\_\_\_\_ which was duly adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on \_\_\_\_\_, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act. I hereby certify that the above Ordinance known as Ordinance No. \_\_\_\_\_ or a summary of such Ordinance was published in the Zeeland Record on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Sharon Lash, Interim Deputy City Clerk



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## CITY COUNCIL MEMORANDUM

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TO: Mayor Klynstra and Zeeland City Council

FROM: Abby deRoo, City Marketing Director

SUBJECT: Social District Maintenance and Management Plan Revision

DATE: 11/13/25

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As part of the broader review of potential amendments to Zeeland's alcohol ordinance, staff evaluated the Social District Maintenance and Management Plan and identified several minor updates to improve clarity and align the Plan with current practices. A draft of these revisions was presented to the City Council for initial review on November 3. Staff is now seeking formal approval of the updated Plan. Attached for reference are:

- The proposed draft of the Social District Maintenance and Management Plan, dated October 2025
- The existing plan, dated July 18, 2022
- Side-by-side views of the existing and proposed maps

**Key provisions in the 2025 draft include:**

- Social District use is not permitted on Sundays
- Social District use is prohibited within the Splash Pad area
- All other public property within the District—excluding the Splash Pad—may be used Monday through Saturday, 8:00 a.m. to 11:00 p.m.
- Removal of designations for special-event-only areas

These revisions support clear, consistent administration of the Social District and reinforce its safe and successful operation. Formal Council approval will ensure transparency and provide clear guidance for both staff and Social District permit holders moving forward.

**Recommendation:**

Staff recommends approval of the updated Social District Maintenance and Management Plan dated October 2025, as presented.

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Abigail deRoo, City Marketing Director

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Tim Klunder, City Manager



## **Management and Maintenance Plan for the Downtown Zeeland Social District**

**draft October 2025**

### **Operation:**

1. The Social District shall be open for operation Monday through Saturday from 8AM – 11PM.
2. Hours of Operation shall be expanded from 7AM – 11PM during the following recognized special events:
  - a. Turkey Trot
3. The Downtown Zeeland Splash Pad Park is not included in the Social District.
4. No tents, lighting or furniture shall be installed in the Social District without City approval.
5. No amplified sound shall be used in the Social District without City approval.
6. Dogs are permitted in the Social District (the City's leash laws still apply, as does the obligation to clean up after your dog.)

### **Access:**

1. Pedestrian access must be maintained to all buildings in and adjacent to the Social District.
2. Emergency access shall be maintained to all properties in and adjacent to the Social District.
3. Street closures will be approved, as needed, by the City Manager and Chief of Police.

### **Alcohol:**

1. Alcoholic beverages are allowed in the Social District only in accordance with a Social District Permit issued by the Michigan Liquor Control Commission (MLCC), any accompanying MLCC regulations, and City of Zeeland requirements.
2. Alcoholic beverages shall only be purchased at the licensed premises of a licensed Social District Permit holder and must be consumed in the Social District.
3. Alcoholic beverages consumed in the Social District are required to be in designated cups per the requirements of the MLCC and the City of Zeeland.
4. Social District Permit Holders are responsible for the sale of alcohol on their licensed premises in accordance with their individual Social District Permits and all MLCC rules and regulations, including confirming the consumer's identification, and prohibiting the sale of alcohol to intoxicated parties.
5. The City of Zeeland Police Department will patrol the Social District as assigned for compliance with MLCC and City of Zeeland rules and regulations.

### Seating, Tables and Related Furnishings

1. The City of Zeeland will maintain and secure any seating, tables and related furnishings that have been purchased by the City of Zeeland within the Social District.
2. Seating, tables and related furnishings that have been provided by individual Social District Permit Holders or other private business owners, shall be the sole responsibility of the private parties.
3. Related Furnishings are defined as planters, fencing, special delineators or other elements that are deployed as part of a seating expansion within the Social District.

### Signage and Communication:

1. The City of Zeeland will provide signage that designates Social District boundaries.
2. The City of Zeeland will provide printed Social District maps and Rules cards for the public to access at businesses throughout the Social District. Digital versions will also be available on the City of Zeeland's website and social media pages.

### Trash:

1. The City of Zeeland will maintain service to all existing and new trash receptacles within the Social District.

### Review:

1. City of Zeeland Departments, including but not limited to, Facilities, Streets and Parks, Community Development, Police Department, Fire/Rescue Department, Marketing Department and City Manager's Office will monitor and report maintenance concerns and/or compliance issues to the appropriate authorities.
2. The Management and Maintenance Plan shall be included in any future Social District reviews conducted by the City of Zeeland or other entities.
3. The Zeeland City Manager shall have authority to amend hours of operation in the Social District.



## **Management and Maintenance Plan for the Downtown Zeeland Commons Area**

**Updated/Approved 7/18/22**

### **Operation:**

1. The Commons Area shall be open for operation Monday through Saturday from 8AM – 11PM.
2. Hours of Operation shall be expanded from 7AM – 11PM during the following recognized special events:
  - a. Turkey Trot
3. Within the approved Commons Area: the Downtown Zeeland Splash Pad Park, the public property along Church Street, the block of Main Street between Elm and State and the South Municipal Parking Lot will only be operational on special occasions that have been scheduled and promoted by the City of Zeeland.
4. No tents, lighting or furniture shall be installed in the Commons Area without City approval.
5. No amplified sound shall be used in the Commons Area without City approval.
6. Dogs are permitted in the Commons Area (the City's leash laws still apply, as does the obligation to clean up after your dog.)

### **Access:**

1. Pedestrian access must be maintained to all buildings in and adjacent to the Commons Area.
2. Emergency access shall be maintained to all properties in and adjacent to the Commons Area.
3. Street closures will be approved, as needed, by the City Manager and Chief of Police.

### **Alcohol:**

1. Alcoholic beverages are allowed in the Commons Area only in accordance with a Social District Permit issued by the Michigan Liquor Control Commission (MLCC), any accompanying MLCC regulations, and City of Zeeland requirements.
2. Alcoholic beverages shall only be purchased at the licensed premises of a licensed Social District Permit holder and must be consumed in the Commons Area.
3. Alcoholic beverages consumed in the Commons Area are required to be in designated cups per the requirements of the MLCC and the City of Zeeland.
4. Social District Permit Holders are responsible for the sale of alcohol on their licensed premises in accordance with their individual Social District Permits and all MLCC rules and regulations, including confirming the consumer's identification, and prohibiting the sale of alcohol to intoxicated parties.
5. The City of Zeeland Police Department will patrol the Commons Area as assigned for compliance with MLCC and City of Zeeland rules and regulations.

#### Social Distancing and Covid-19 Requirements:

1. All users of the Commons Area shall follow State of Michigan social distancing requirements.
2. All users of the Commons Area shall comply with Michigan Department of Health and Human Services, including but not limited to, complying with limits on social gatherings and requirements relating to face masks.

#### Seating, Tables and Related Furnishings

1. The City of Zeeland will maintain and secure any seating, tables and related furnishings that have been purchased by the City of Zeeland within the Commons Area.
2. Seating, tables and related furnishings that have been provided by individual Social District Permit Holders or other private business owners, shall be the sole responsibility of the private parties.
3. Related Furnishings are defined as planters, fencing, special delineators or other elements that are deployed as part of a seating expansion within the Commons Area.

#### Signage and Communication:

1. The City of Zeeland will provide signage that designates Commons Area and Commons Area boundaries.
2. The City of Zeeland will provide printed Commons Area maps and Rules cards for the public to access at businesses throughout the Commons Area. Digital versions will also be available on the City of Zeeland's website and social media pages.

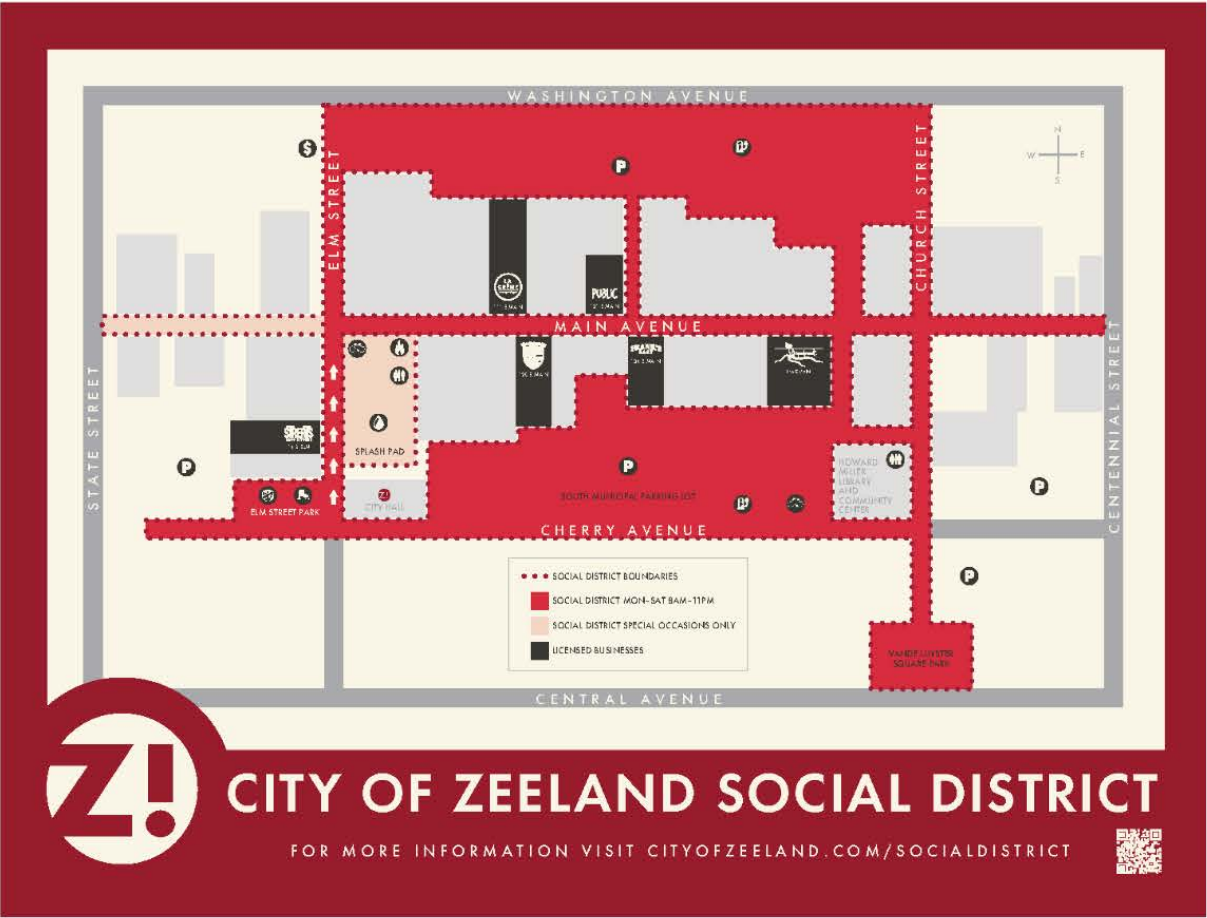
#### Trash, Recycling and Sanitizing:

1. The City of Zeeland will provide increased trash receptacles within the Commons Area.
2. The City of Zeeland will maintain service to all existing and new trash receptacles within the Commons Area.

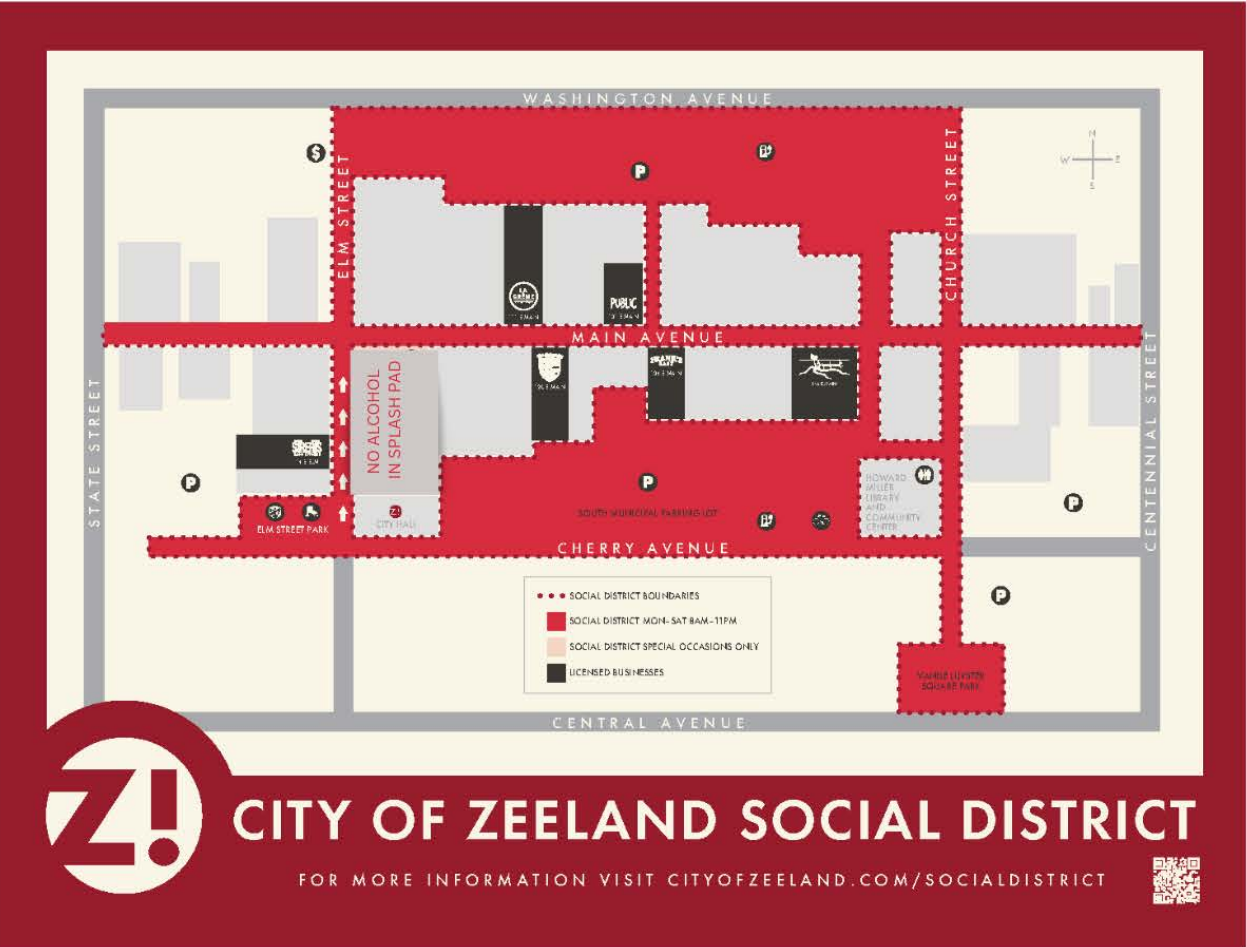
#### Review:

1. City of Zeeland Departments, including but not limited to, Facilities, Streets and Parks, Community Development, Police Department, Fire/Rescue Department, Marketing Department and City Manager's Office will monitor and report maintenance concerns and/or compliance issues to the appropriate authorities.
2. The Management and Maintenance Plan shall be included in any future Commons Area reviews conducted by the City of Zeeland or other entities.
3. The Zeeland City Manager shall have authority to amend hours of operation in the Commons Area.

EXISTING



PROPOSED 10/2025







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## CITY COUNCIL MEMORANDUM

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TO: Mayor Klynstra and Zeeland City Council

FROM: Abby deRoo, City Marketing Director

SUBJECT: Huntington Bank Shared Parking Lease Agreement – Amendments

DATE: 11/13/2025

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Since the approval of the original parking license agreement, with Huntington Bank, in spring of 2024, staff has continued discussions regarding opportunities to expand and improve shared parking availability downtown. Huntington has expressed willingness to increase the number of long-term public parking spaces available to the City, as well as collaborate on operational adjustments that reflect actual shared use of the lot. (Original lease agreement is attached.)

Proposed lease amendments include:

### **1. Increase in Number of Leased Spaces**

The total number of leased parking spaces will increase from 40 to 60. These additional 20 spaces will further expand the public parking supply in the center of downtown and directly support the City's Strategic Action Plan goals related to parking, redevelopment, and downtown vitality.

The additional 20 spaces are critical as downtown development activity increases, particularly with new restaurants and redevelopment projects.

With the increase in total spaces, the annual lease fee will increase from \$8,000 to \$12,000. This is consistent with the original \$200 per space per year rate, established in the 2024 lease.

### **3. Snow Removal Responsibilities**

Huntington shared that snow hauling last year resulted in a new and significant expense for them. Prior to entering the lease with the City, they did not typically use their full lot and therefore had adequate on-site snow storage without the need for hauling.

In recognition of this, the City proposes to take responsibility for hauling away collected snow piles from the Huntington lot at no charge, consistent with the service we already provide in other shared lots. Given that snow hauling can be handled in-house by City Street staff, this makes for a practical and cost-effective service offering. Huntington will continue to perform routine plowing, and the City will manage snow parking rotation procedures via signage and printed communications mailed to downtown tenants.

These amendments ensure the arrangement is fair and equitable and demonstrate the City's commitment to being a dependable and collaborative partner.

For reference, under the original March 2024 lease (effective May 1, 2024), the following terms apply:

- The initial term is 36 months, beginning May 1, 2024 and concluding April 30, 2027.
- The City may elect to renew the license for up to two (2) additional two-year periods.
- A 3% fee increase applies to each renewal term.

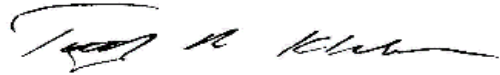
#### **Recommendation**

Staff recommends that City Council approve the proposed amendments to the Huntington Bank Parking Lease Agreement, pending review by the City Attorney.



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Abigail deRoo, City Marketing Director

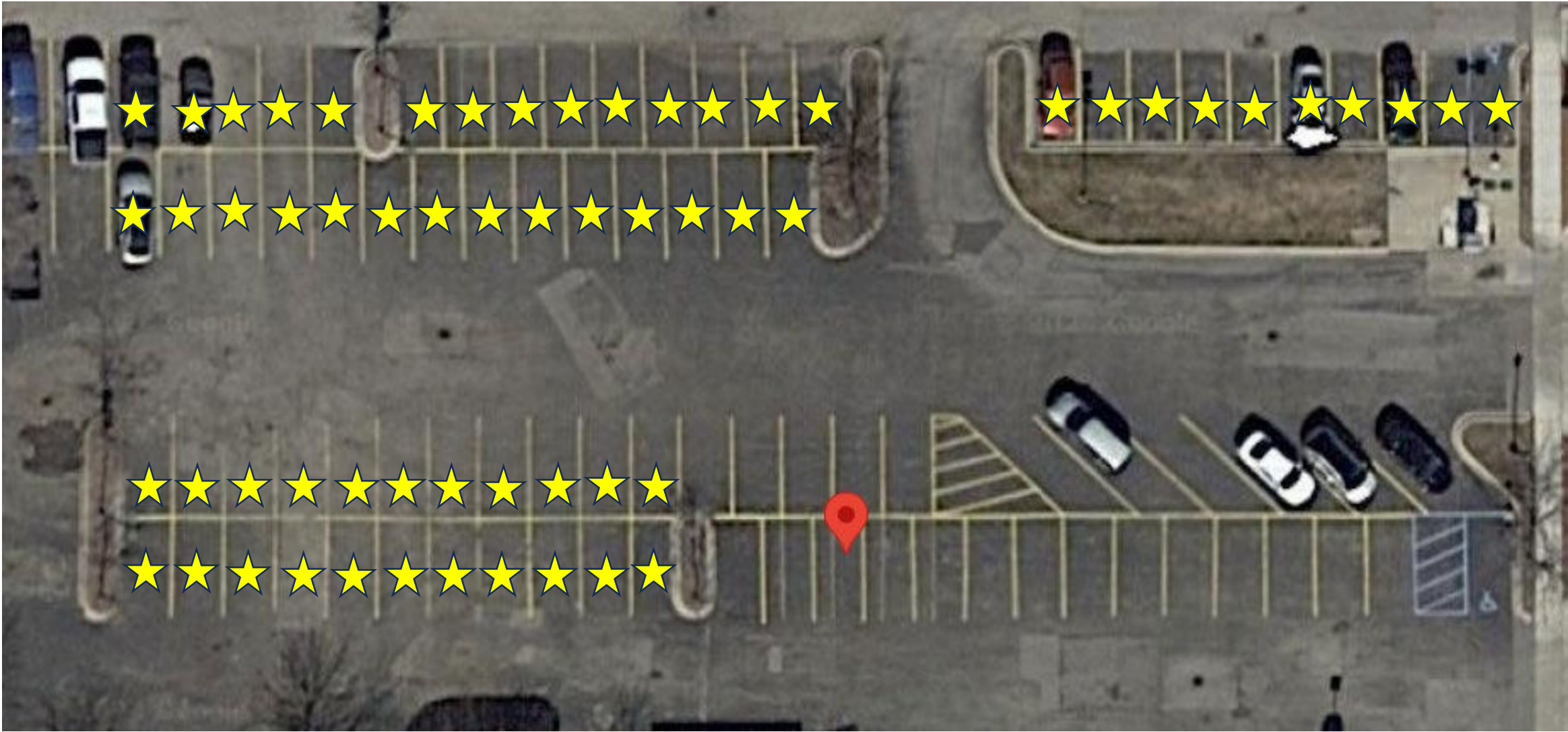


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Tim Klunder, City Manager

E Washington Ave

Exhibit A



N. Elm St.

City of Zeeland



E Main Ave

Internal Use



## PARKING LICENSE AGREEMENT

This PARKING LICENSE AGREEMENT (this "License") is entered into this 17 day of April, 2024 (the "Effective Date") by and among The Huntington National Bank, a national banking association ("Licensor") and The City of Zeeland ("Licensee").

### **RECITALS:**

A. Licensor is the owner of the real property located at 18 North Elm Street, Zeeland, Michigan 49464 (the "Property");

B. The Property includes a banking branch (the "Building") and an adjacent parking lot (the "Parking Area"); and

C. Licensor desires to grant to Licensee, on the terms and subject to the conditions and restrictions set forth herein, access to and use of the Parking Area in accordance with the terms hereunder (the "License").

### **AGREEMENT:**

NOW, THEREFORE, in consideration of the mutual covenants and premises herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree as follows:

#### **1. Parking License.**

1.1. Licensor hereby grants to Licensee the non-exclusive right to access the Parking Area for the express purpose of using up to forty (40) adjacent or contiguous (or otherwise grouped in one area) reserved parking spaces / the portion of the Parking Area depicted on Exhibit A attached hereto for the General Public (the "Licensee Parking Area"). Licensor shall designate the Licensee Parking Area prior to the Commencement Date, provided, however, Licensor shall have the right to relocate the Licensee Parking Area upon ten (10) days prior written notice, except in the event of an emergency as reasonably determined by Licensor, in which case, Licensor shall use commercially reasonable efforts to notify Licensee prior to such relocation. All rights granted by Licensor to Licensee herein shall be expressly limited by the other terms, restrictions, and limitations set forth in this License.

1.2. During the Term, Licensee may request a reduction in the number of parking spaces constituting the Licensee Parking Area; provided that Licensee shall provide no less than sixty (60) days' prior written notice to Licensor of such request, and Licensee shall reimburse Licensor up to Five Hundred Dollars (\$500) for any expenses (including attorneys' fees) in connection with any documentation necessary to effectuate such request.

#### **2. Covenants and Restrictions of Use.**

2.1. Licensor makes no representation regarding the condition of the Licensee Parking Area, the Parking Area, or the Property. Licensee accepts the Parking Area and the Licensee Parking Area "AS-IS" and with all faults.

2.2. Licensee covenants and agrees to make the use of the Licensee Parking Area available to automobiles of the general public. Licensee shall have no right to park anywhere on the Property except the Licensee Parking Area. Licensee shall not park heavy equipment, storage

containers, or any vehicles that are not standard passenger automobiles (standard passenger automobiles include cars, SUVs, vans, and passenger trucks, but expressly excluding tractor trailers or similar vehicles). Licensee shall not use any equipment, displays, stands, decorations or signs within the Licensee Parking Area without first obtaining Licensor's prior written consent. Any such approved equipment, displays, stands, decorations or signs shall be installed at Licensee's sole cost and expense.

- 2.3. Licensee covenants and agrees to use the Licensee Parking Area in accordance with the parking rules attached hereto as Exhibit B (the "Parking Rules"), as such Parking Rules may be modified from time to time in Licensor's reasonable discretion.
- 2.4. Licensor shall have the right to temporarily block or limit access and use of the Parking Area (including the Licensee Parking Area) to perform regular maintenance, repairs, snow removal, and other commercially reasonable purposes.
- 2.5. Licensor shall provide the Licensee access to parking 24 hours a day / 365 days a year.
- 2.6. Licensor shall repair and maintain the Licensee Parking Area in a good, safe manner, in compliance with all applicable laws and regulations of the appropriate governmental authorities, all at Licensor's sole cost and expense. Additionally, Licensor shall be obligated to pay all costs and fees associated with the lighting of the Licensee Parking Area. Licensee shall not be obligated to pay for any repair or maintenance of the Parking Area except to the extent caused by the negligence or willful misconduct of Licensee.
- 2.7. Licensee shall promptly comply or cause compliance with all applicable laws, regulations, orders, and requirements of all federal, state, and local governments, courts, or other lawful authorities, which now or at any time hereafter may apply to or affect the Licensee Parking Area or any business or activity conducted on the Licensee Parking Area, whether present or future, foreseen or unforeseen, ordinary or extraordinary, and whether or not presently contemplated by Licensor or Licensee.
- 2.8. Licensee shall not be permitted to (a) commit any waste or cause any damage to the Parking Area or the Property, (b) make any improvements to the Parking Area or the Property, or (c) use the Parking Area or the Property for purposes other than ingress, egress, and parking, as permitted pursuant to Section 1 above.
- 2.9. Licensee shall not permit or suffer any liens or encumbrances to attach to or be filed against the Parking Area or the Property as a result of any work, service or materials supplied by or to Licensee or any other matter undertaken by Licensee relating to the repair or maintenance of the Parking Area or otherwise. If Licensee should suffer or permit any such liens or encumbrances to attach to the Parking Area or Property, Licensee shall, at its sole expense, promptly discharge the same.
- 2.10. Notwithstanding the License granted hereunder, Licensor and its respective successors and assigns shall have full right and privilege to use the Parking Area, including the Licensee Parking Area, for its own purposes, provided that Licensor shall not unreasonably interfere with the rights granted to Licensee hereunder.



3. Default. Licensee acknowledges and agrees that the failure to satisfy any of the preceding covenants to the complete satisfaction of Licensor or the violation of any Parking Rules on more than two (2) occasions during the Term shall constitute a material breach of this License by Licensee, which shall cause, at Licensor's option, the immediate termination of this License as set forth herein and shall subject Licensee to all available claims under applicable law and in equity.
4. Payments Due.
  - 4.1. Security Deposit. Upon execution of this License, Licensee shall pay to Licensor a security deposit in the amount of One Thousand Three Hundred Thirty Three and 34/100 Dollars (\$1,333.34) (the "Security Deposit").
  - 4.2. License Fee. Licensee shall pay an initial prorated license fee of One Thousand Three Hundred Thirty-Three and 34/100 (\$1,333.34) on or before the Commencement Date, which payment shall be for the first two (2) months of the Term. Thereafter, Licensee shall pay an annual license fee of Eight Thousand and 00/100 Dollars (\$8,000.00) which shall be paid on or before July 1, 2024, and each successive calendar year on July 1<sup>st</sup>.
5. Term and Renewal Option. Unless sooner terminated as otherwise provided herein, the Term of this License shall be for a period of Thirty-Eight (38) months (the "Term"), plus any partial month at the beginning of the Term, beginning on May 1, 2024 (the "Commencement Date") and continuing through and concluding on the last day of the Thirty-Sixth full calendar month of the Term (the "Termination Date"), unless the Term is otherwise extended in accordance with the terms hereunder. Subject to the termination rights otherwise provided herein and subject to Licensor's express consent, provided Licensee is not in default of its obligations under the terms of this License, or has not been in default on more than two (2) occasions during the Term (or any extensions thereof), Licensee may elect to renew this License for up to two (2) additional two year renewal periods with a three (3) percent increase for each renewal period which shall be upon the same terms, conditions, and restrictions by giving written notice to Licensor of Licensee's election no sooner than one hundred and eighty days and no later than ninety (90) days prior to the expiration of the Term, or extension thereof; provided, however, that Licensee shall have no right to renew or continue this License after the expiration of such renewal periods.
6. Termination.
  - 6.1. This License, upon Licensor's option, shall terminate immediately upon the earlier of: (a) Licensee's receipt of notice of the occurrence of any of the following: (i) Licensee's failure to pay the License Fee in accordance with the terms hereunder and such failure shall continue for three (3) business days after receipt of written notice from Licensor; (ii) Licensee's breach of any other obligations (beyond the payment of the License Fee) under this License that remain uncured for ten (10) days after notice from Licensor; (iii) Licensor's decision, in its sole discretion, to redevelop, alter, modify, or change the Property in a way that would render impossible or impracticable Licensee's exercise of the rights licensed to it in this License; or (iv) Licensor provides sixty (60) days' written notice of termination to Licensee, for any reason whatsoever, or for no reason, in Licensor's sole and absolute discretion, and (b) the Termination Date.
  - 6.2. Upon termination of the License, Licensee shall return to Licensor the Licensee Parking Area in the condition when received by Licensee, reasonable wear and tear incident to proper use of such property excepted. In addition, upon any termination of this License or any renewal Term thereof, Licensor shall assess the extent to which Licensee damaged all or any portion of the Property or failed to restore the Property to its state prior to the commencement of this License. The value of any such damage or failure to restore shall be deducted from the Security



Deposit and any remaining amount shall be refunded to Licensee. Licensee understands that Licensor's assessment of the value of any such damages or failure to restore will be set forth on a statement prepared by Licensor and presented to Licensee. Licensee acknowledges and agrees that Licensor's assessment of the value of any such damages or failure to restore as set forth on such statement shall be conclusive and final (in the absence of manifest error). Licensee acknowledges and agrees that the retention by Licensor of any portion of the Security Deposit shall not be construed so as to limit the liability of Licensee for any breach of this License.

7. Insurance. Licensee shall secure and maintain, at its cost and expense, and with carriers and on terms reasonably acceptable to Licensor, a liability insurance policy for any and all damages resulting in personal injury or property damage in connection with the access to and use of the Licensee Parking Area, with a combined single limit of liability of not less than Two Million Dollars (\$2,000,000) for bodily or personal injury or death, and for property damage, arising out of any one occurrence, and Four Million Dollars (\$4,000,000) in the aggregate. Licensee shall, during the Term hereof, keep in full force and effect a policy or policies of workers compensation insurance. Licensor shall be named an additional insured party, or loss payee, as the case may be, on each insurance policy required by this Section 7. Licensee shall provide to Licensor upon request certificates evidencing the existence and terms of such insurance policies.
8. Casualty / Condemnation. In the event that all or any part of the Parking Area shall be damaged by fire or other casualty rendering it unusable by Licensee in Licensor's reasonable discretion, the fee provided for herein shall be abated (pro rata based on the portion of Licensee's parking spaces which are unusable) from the date the Parking Area, or any portion thereof, becomes unusable until it again becomes usable. In the event that more than one quarter of the Parking Area is damaged by fire or other casualty, either party shall have the right to terminate this License upon five (5) days' prior written notice to the other party. Further, if all or any part of the Parking Area or the Property is taken by eminent domain proceedings, Licensor shall be entitled to all of the award in the proceedings and may terminate this License in the event of a total taking or reduce the number of parking spaces licensed in proportion to the extent of any partial taking upon written notice to Licensee. Under no circumstances shall Licensor shall have any obligation to repair or restore any portion of the Parking Area in the event of a casualty or condemnation thereof.
9. Subordination and Attornment. This License shall be subject and subordinate to any mortgage, deed of trust or ground lease now or hereafter placed on the above-described Property, or any portion thereof, and to replacements, renewals and extensions thereof, and Licensee, upon request by Licensor, shall execute instruments (in form satisfactory to Licensor) acknowledging such subordination. If any mortgagee shall succeed to the rights of Licensor under this License, or to ownership of the Property, whether through possession or foreclosure or the delivery of a deed to the Property, then upon the written request of such mortgagee so succeeding to Licensor's rights hereunder, Licensee shall attorn to and recognize such mortgagee as Licensee's licensor under this License and shall promptly execute and deliver any instrument that such mortgagee may reasonably request to evidence such attornment (whether before or after making of the mortgage). In the event of any other transfer of Licensor's interest hereunder, upon the written request of the transferee and Licensor, Licensee shall attorn to and recognize such transferee as Licensee's licensor under this License and shall promptly execute and deliver any instrument that such transferee and Licensor may reasonably request to evidence such attornment.
10. Indemnification. Each party, at its cost and expense, shall defend, indemnify, and hold harmless the other party, and all of such party's affiliates, officers, directors, employees, agents, contractors, customers, licensees, invitees, guests, and any others on or near the Property, from and against any loss, damage, claim, liability, or expense (including attorneys' fees) of any kind, type, or description, including but not limited to claims for bodily injury, disease, death, property damage, illegal use of the Property, or environmental clean-up arising directly or indirectly out of or in connection with: (i) the



use or misuse of or access to the Licensee Parking Area, Parking Area, or the Property by such indemnifying or any employee, contractor, agent, representative, or invitee thereof, during the Term or any extension thereof, (ii) the negligent acts or omissions of such indemnifying party, its servants, agents, employees, contractors, or invitees during the Term of this License or of any renewal Term thereof, or (iii) the failure of such indemnifying party, its servants, agents, employees, or contractors to comply with any covenant, term, or condition of this License.

11. Limitation of Liability. Licensee specifically agrees to look solely to Licensor's interest in the property for the recovery of any judgments from Licensor. It is agreed that Licensor (and its agents, members, shareholders, venturers, and partners, and their members, shareholders, venturers, and partners and all of their officers, directors, and employees) will not be personally liable for any such judgments.
12. Survival and Binding License. The covenants, terms, and conditions contained in this License shall inure to the benefit of and be binding upon the parties and their respective successors and assigns. All indemnification provisions in this License shall survive the termination of this License.
13. Notice. All notices, requests, demands, consents, and other communications shall be in writing and shall be deemed to have been duly given when delivered by Federal Express or other carrier guaranteeing next day delivery (with written confirmation of delivery by such carrier), by registered or certified mail, postage prepaid, return receipt requested, or by hand delivery to such party at its address or email address set forth below or such other address or email address as such party may specify by notice to the parties hereto:

If to Licensor to:      The Huntington National Bank  
5555 Cleveland Ave  
GW1097  
Columbus, OH 43231  
Attn: Lease Administration  
hnb.tenant@huntington.com

If to Licensee to:      The City of Zeeland  
21 S. Elm Street  
Zeeland, Michigan, 49464  
Attn: City Clerk's Office  
clerk@cityofzeeland.com

#### 14 Environmental.

- 14.1. The term "Hazardous Substances," as used in this License, shall mean any hazardous substance, pollutant, contaminant or waste regulated under the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. 9601, et seq.); asbestos and asbestos-containing materials; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas, and synthetic gas useable for fuel; pesticides regulated under the Federal Insecticide, Fungicide and Rodenticide Act, as amended (7 U.S.C. 136, et seq.); polychlorinated biphenyls and other harmful substances regulated under the Toxic Substances Control Act, as amended (7 U.S.C. 136, et seq.); source material, special nuclear material, byproduct materials and any other radioactive materials or radioactive wastes however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the Occupational Safety and Health Act Hazard Communication Standard (29 C.F.R. 1910.1200, et seq.); industrial process and pollution control wastes, whether or not hazardous within the meaning of the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901, et seq.); and other substances and materials regulated under "Laws" (as defined below) relating to environmental quality, health, safety, contamination and clean-up. For the purposes of this



Section 14, "Laws" shall mean all laws, statutes, codes, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions, and requirements of all governments, departments, commissions, boards, courts, authorities, agencies, officials, or officers, foreseen or unforeseen, ordinary or extraordinary, which now or at any time later may be applicable to the Property or any part thereof.

- 14.2. Licensee shall not cause or permit to occur: (a) any violation of any Laws related to environmental conditions on, under, or about the Parking Area, or arising from Licensee's use or occupancy of the Parking Area, including but not limited to soil and ground water conditions; or (b) the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substances on, under, or about the Parking Area, or the transportation to or from the Parking Area of any Hazardous Substances.
  - 14.3. Licensee shall, at its sole expense, comply with all Laws regulating the use, (current, retroactive, and future use) generation, storage, transportation, or disposal of Hazardous Substances related to Licensee's use of the Parking Area and/or the Licensee's use thereof.
  - 14.4. Licensee shall, at its sole expense, make all submissions to provide all information required by, and comply with all requirements of all governmental authorities (the "Authorities") under Laws related to Licensee's use of the Parking Area and/or the Licensee's use thereof, if any.
  - 14.5. If any Authority or any court demands that a clean-up plan be prepared and that a clean-up be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this License, or any renewal term, as the case may be, and which results from Licensee's use or occupancy of the Parking Area, then Licensee shall, at its sole expense, prepare and submit the required plans and all related bonds and other financial assurances required by such Authority, and Licensee shall diligently carry out all work required by such clean-up plans.
  - 14.6. Licensee shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Licensor. If Licensee fails to fulfill any duty imposed under this Section 14 within a reasonable time, Licensor may do so; and in such case, Licensee shall cooperate with Licensor in order to prepare all documents deemed reasonably necessary or appropriate to determine the applicability of the Laws to the Parking Area and Licensee's use thereof, and for compliance therewith, and Licensee shall execute all documents promptly upon Licensor's request. No such action by Licensor and no attempt made by Licensor to mitigate damages under any Laws shall constitute a waiver of any of Licensee's obligations under this Section 14.
  - 14.7. Licensee shall indemnify, defend, and hold harmless Licensor, the managing agent of the Property, and their respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims, and actions of every kind and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this License and which results from Licensee's use or occupancy of the Parking Area, including without limitation from Licensee's failure to provide all information, make all submissions, or take all actions required by all Authorities under the Laws.
  - 14.8. Licensee's obligations and liabilities under this Section 14 shall survive the expiration or earlier termination of this License.
15. Office of Foreign Assets Control Certification.
- 15.1. Licensee hereby certifies to Licensor as follows:



- (a) Licensee is not acting, directly or indirectly, for or on behalf of any person, group, entity, or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or other banned or blocked person, entity, nation, or transaction pursuant to any law, order, rule, or regulation that is enforced or administered by the Office of Foreign Assets Control; and
  - (b) Licensee has not executed this License, directly or indirectly on behalf of, or instigating or facilitating this Lease, directly or indirectly on behalf of, any such person, group, entity, or nation.
- 15.2. Licensee hereby agrees to defend, indemnify, and hold harmless Licensor from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.
- 15.3. Licensor and Licensee each represents and warrants to the other that neither it nor any of its affiliates, agent(s), owners, or control persons acting on behalf of it with respect to this Lease, (i) is acting, directly or indirectly, for or on behalf of any person, group, entity, or nation on the Specially Designated Nationals and Blocked Persons List ("SDN List") or any other restrictive list maintained by the Office of Foreign Asset Control, Department of the Treasury ("OFAC") ("SDN List"); (ii) is engaged in any conduct prohibited under any other OFAC Sanctions program addressing targeted activities; (iii) conducts any prohibited activity while located in a country subject to OFAC sanctions; (iv) is otherwise, by virtue of status or conduct, subject to any other OFAC sanctions program; (v) is directly or indirectly owned 10 percent or more in the aggregate by one or more individuals on the SDN List, regardless of whether such entities appear on OFAC's SDN List; or (vi) has been convicted, pleaded nolo contendere, or been indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering. Licensor and Licensee will each provide the other with formal notice within five (5) days of any known breach of this representation and warranty and provide an annual attestation confirming that the above-referenced representations continue to be accurate and complete.
- 16. Assignment / No Property Interest. The License is a contractual right only, not a property interest, and is personal to Licensee. Licensee may not assign nor delegate this License, nor any of the rights, interests, or obligations hereunder without the prior written consent of Licensor. Any purported assignment of this Agreement or the License by Licensee shall be void and of no force and effect. Licensor may assign and delegate this License, including any and all rights, interests, or obligations hereunder, in its sole discretion at any time.
- 17. No Waiver. The failure to the Lessor to enforce any condition of this License shall not be a waiver of its right to enforce every condition of this License. No provision of this License shall be deemed to have been waived unless the waiver is in writing.
- 18. Amendment. The parties may amend, modify, and supplement this License in writing, by mutual consent.
- 19. Entire Agreement. This License and any attached exhibits contain the entire understanding between the parties with respect to the license relationship contemplated herein. All prior negotiations and agreements between the parties hereto are superseded by this License. There are no representations, warranties, understandings, or agreements other than those expressly set forth herein, except as modified in writing, which writing must be executed by duly authorized officers of the parties.

20. Attorney's Fees. In the event of breach of this License, the party in default hereunder shall pay the prevailing party who is successful in enforcing this License the costs incurred by it to so enforce, including, but not limited to, reasonable attorney's fees and court costs.
21. Waiver of Jury Trial. Licensors and Licensee hereby waive jury trial in any dispute under this License.
22. Severability. Any term or provision of this License that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.
23. Governing Law. This License shall be governed by and construed in accordance with the domestic laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than the State of Michigan.
24. Counterparts. This License may be executed in counterparts, each of which shall be deemed an original, and all counterparts shall constitute one and the same instrument. This License may be signed in counterparts, by electronic signature, e-mail, JPEG, PDF, any of which shall have the rank and dignity of an original.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this License to be executed and delivered as of the day and year first written above.

LICENSOR:

The Huntington National Bank, a national banking association

By: 

Name: Traci Petrides

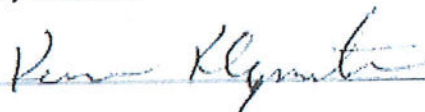
Title: Vice President, Corporate Real Estate

Witnessed By: 

Name: Michelle A. CAMPBELL

LICENSEE:

The City of Zeeland

By: 

Name: Kevin Klynstra

Title: Mayor

Witnessed By: 

Name: Pamela Holmes

Title: City Clerk



EXHIBIT A

Licensee Parking Area Depiction (Starred)

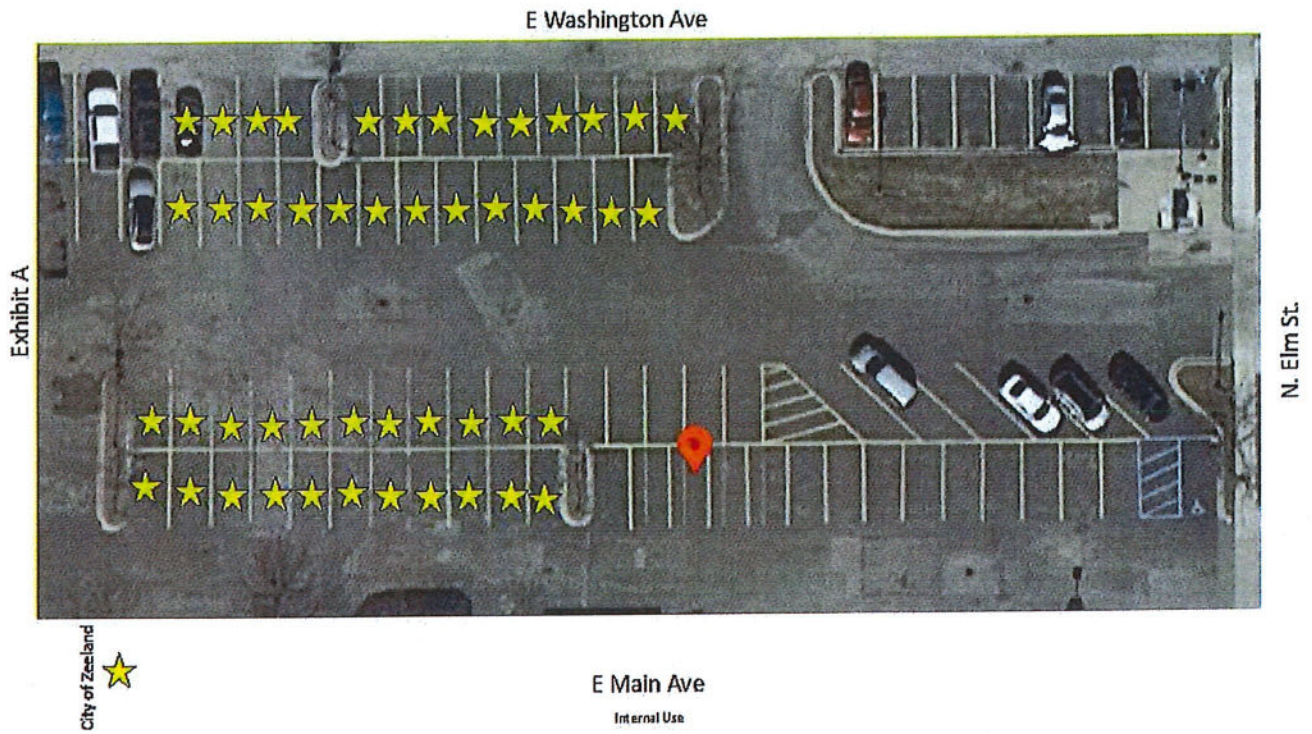


EXHIBIT B

Parking Rules

- 1) Speed Limit. The speed limit shall be five (5) miles per hour.
- 2) Directional Signs. All directional signs must be observed. Licensee shall have any and all signage approved by Licensor before installed or designated.
- 3) Parking Exceptions. Building managers, security officers or other agents of Licensor are not authorized to make any exceptions to these parking Rules and Regulations.
- 4) Risk of Loss. Licensee and its employees, contractors, invitees, [customers] and sublicensees are required to secure their own automobiles. All responsibility for damage or loss to automobiles or person is assumed by the parker. Licensor shall have no liability for any damage or loss arising from, theft, vandalism, negligence of others, or any other cause to any automobiles parked in the Licensee Parking Areas or otherwise using the Parking Areas.
- 5) Extended Parking. Vehicles must rotate parking sections in the Licensee Parking Area every overnight stay, as directed by on-site signage provided by Licensee. The Zeeland Police Department will monitor the Licensee Parking Area; vehicles that are not in compliance with signed overnight parking instructions may be issued a parking ticket by the Zeeland Police Department. Vehicles that are not moved in 48 hours may be issued an abandoned vehicle sticker by the Zeeland Police Department. Vehicles seeking advance permission to utilize extended parking may be approved for temporary use by the Zeeland Police Department. This process will be overseen by the Licensee, the Licensor will not be responsible or have any obligation to monitor the Licensee Parking Area nor at any time will the Licensor be involved in this process.
- 6) Recreation Vehicles. No recreation vehicle of any type (e.g., bus, mobile home, boat, camper, trailer, etc.) shall be parked in the Licensee Parking Area. In the event of violation of the foregoing, Licensor may remove same without any liability and at the expense of Licensee. Licensee shall promptly reimburse Licensor within ten (10) days of Licensor's request for any expenses arising from such removal.
- 7) Trash: Licensee shall not commit waste or leave trash or refuse in the Licensee Parking Area.
- 8) Violations of the Rules and Regulations. The first violation of any of the Parking Rules shall be subject to a fine of \$25.00, or higher if Licensor is subject to any penalties or fines by third parties, in which case Licensee must pay the third party fines in addition to the \$25.00. Subsequent violations by Licensee (or Licensee's employees, agents, or contractors) shall, at Licensor's discretion, constitute a material default under the License. Notwithstanding the foregoing, unauthorized parking in the handicap parking areas shall be subject to a \$100.00 fine, plus the cost of towing.



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## CITY COUNCIL MEMORANDUM

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TO: Mayor Klynstra and City Council Members  
FROM: Tim Maloney, IT Director  
SUBJECT: Downtown Cameras  
DATE: November 14, 2025  
CC: City Council Work Study and Action Items November 17, 2025

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### Background:

The City of Zeeland issued a Request for Proposals (RFP) seeking qualified vendors to install security cameras along the Main Street corridor. The purpose of the project is to assist with maintaining the streets, parking enforcement, and public safety.

Four vendors submitted a total of five proposals. These proposals were evaluated based on coverage, equipment quality, project cost, and infrastructure reliability.

### Background:

After evaluation of all proposals, Town & Country Group is recommended for award. Their solution offers the best downtown coverage for the cost, placing four cameras on four separate poles, providing dependable monitoring of three full city blocks. Their design includes redundant armored fiber, high-end Axis dual-sensor cameras, and long-term infrastructure warranties.

Below is a comparison table summarizing all proposals received:

Vendor / Option	Total Cost	Cameras Included	Coverage Summary	Notes
Hillard – Option 1	\$7,890	(2) Axis P4707-PLVE dual-sensor	Two poles, limited coverage	Lowest cost but least coverage; no fiber upgrades
Hillard – Option 2	\$12,121	(4) Axis P3267-LVE single-sensor	Four poles, moderate coverage	Better coverage but single-sensor cameras; no new fiber
Parkway Electric	\$13,996	(2) Axis P4708-PLVE dual-head	Two poles, basic coverage	Includes new fiber, but only two cameras



Vendor / Option	Total Cost	Cameras Included	Coverage Summary	Notes
<b>Town &amp; Country Group</b>	<b>\$18,737</b> (or \$17,467 w/o licenses)	(4) Axis P4708-PLVE dual-lens	<b>Four poles, full three-block coverage</b>	Best coverage-to-cost ratio; includes armored fiber
<b>Tele-Rad (Avigilon)</b>	<b>\$23,775</b>	Various Avigilon multi-sensors	Wide coverage at 3 locations	Advanced analytics but highest cost and separate platform

#### Proposal:

Town & Country's proposal is the strongest overall for the following reasons:

- **Best video coverage per dollar spent**  
Their four dual-lens cameras deliver **eight total views** across four poles, providing visibility of **three city blocks**.
- **Future-proof infrastructure**  
The installation includes a **6-strand armored single-mode fiber run**, with redundant strands for expansion.
- **High-quality, reliable hardware**  
Uses Axis P4708-PLVE dual-lens cameras—known for excellent low-light performance and durability.  
Includes a **5-year Axis hardware warranty** and **20-year fiber warranty**.
- **Local, reputable contractor**  
Town & Country has completed large-scale camera deployments for Davenport University, Godfrey-Lee Public Schools, and Holland Hospital.

Their proposal delivers a wide-area, modern surveillance network that strengthens downtown safety while staying within the City's budget priorities.

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#### Financial Summary

Description	Amount
Base Proposal	<b>\$18,737.00</b>
Optional Deduction (Remove Qognify Licensing)	<b>-\$1,270.00</b>
<b>Adjusted Total (if licenses excluded)</b>	<b>\$17,467.00</b>

Qognify Licenses are required and funds are available under the FY25 IT Capital Improvement budget.

#### Recommendation:

It is recommended that City Council **award the Downtown Camera Installation Project** to **Town & Country Group** in the amount of **\$18,737.00**.



Town & Country provides the **best coverage, has worked extensively with the City of Zeeland and Board of Public Works**, and **the proposal is a great long-term value** among all submitted proposals.

**Suggested Motion:**

"I move that the City Council approve the award of the Downtown Camera Installation Project to Town & Country Group of Zeeland, Michigan, in the amount of **\$18,737.00** and set a project amount for **\$21,000.00** to provide contingency, as recommended by the IT Director."

A handwritten signature in black ink, appearing to read 'T. Maloney', is written over a horizontal line.

Tim Maloney, IT Director



Electric • Technologies • Automation • Security

Date: November 6, 2025

Phone: (616) 204-5065

Email: tmaloney@cityofzeeland.com

To: City of Zeeland  
Attn: Tim Maloney  
21 S. Elm Street  
Zeeland, MI 49464

**Project / Location:** Downtown Camera Installation Project

**DESCRIPTION:** Town & Country Group (TCG) is pleased to submit this RFP Response for the installation of Axis cameras on four existing Main Street poles, and the supporting infrastructure. TCG will run a 6-strand single mode, OSP-rated, armored fiber from Howard Miller Library, through existing duct, to two poles on Mains Street. From each of these two poles, TCG will run an extended length Cat 6 cable out to the furthest two poles. TCG will terminate all 6-strands per pole. While only 2 are needed at each pole, there will be some redundancy with the spare strands. We will properly bond the armor on both sides. If awarded, we can begin work within 2-3 weeks. This will take, depending on duct fill approximately 3-4 days.

**Scope of Work to include:**

- A. Install (1) 6-strand SM armored (armor for rodent protection) outdoor rated fiber, from Howard Miller Library, out to (2) existing poles.
- B. Mount termination enclosures at the base of four poles.
- C. Terminate 6-strands on SC connectors for each of the two poles.
- D. Bond fiber cable armor to pole lug, if available.
- E. Terminate, label, and test all newly installed cables to current industry standards.
- F. Install (1) 600V rated patch cables at each of (4) poles from enclosure, through the pole center cavity, up to the camera location.
- G. Install (1) dual-lens Axis P4708-PLVE camera on each of (4) poles. Aim and focus.
- H. Provide (4) Qognify licenses for cameras
- I. Provide asbuilt and test result documentation upon project completion.

**Investment Cost: \$18,737.00**

**Optional: Remove (4) Qognify licenses, deduct \$1,270.00**

**Notes and exclusions:**

- The unforeseen impact of tariffs may necessitate price adjustments by Town & Country Group.
- Price assumes work may be done during normal business days and hours; Monday – Friday, 7:00AM-3:30PM.
- No liquidated damages.
- Permits not included. Permits, if required, would be additional.
- Any paint and patching by others.
- Includes 1-year labor and materials warranty. Other manufacturer warranties may apply.
- Axis equipment holds a 5-year manufacturer's warranty.
- The Commscope fiber runs will hold a 20-year manufacturer's warranty.

-Continued-



Electric • Technologies • Automation • Security

## References:

Davenport University – Installed 200+ Axis cameras across multiple Michigan state-wide campuses, linked back to the main Lettinga Campus, located in Grand Rapids. Mixed environment applications including throughout the athletic field complex.

Captain Brett Windsor  
Assistant Director of Public Safety  
(616) 554-5040  
bwindsor1@davenport.edu

Godfrey-Lee Public Schools – Installed 200+ Axis cameras across multiple campuses, linked back one central location. Mixed environment applications including several pole-mount camera locations.

Trent Watson  
Director of Technologies  
(616) 773-3411  
[twatson@godfrey-lee.org](mailto:twatson@godfrey-lee.org)

Holland Hospital – Installed 200+ Axis cameras across multiple campuses, linked back one central location.

Greg Chatfield  
Director of Security & Support Services  
(616) 394-3756  
gchatfield@hollandhospital.org

Thank you for this opportunity to be of service. If you have any questions, please call. Phone: 616-772-2772

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**APPROVED BY:** David Hafler David Hafler

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**Estimate VOID after 30 days and subject to change due to material increases without notice. Net 10 upon receipt**

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**TERMS & CONDITIONS:** ESTIMATE IS FOR COMPLETING THE JOB AS DESCRIBED ABOVE. IT IS BASED ON OUR EVALUATION AND DOES NOT INCLUDE MATERIAL PRICE INCREASES OR ADDITIONAL LABOR AND MATERIALS WHICH MAY BE REQUIRED SHOULD UNFORESEEN PROBLEMS OR ADVERSE WEATHER CONDITIONS ARISE AFTER THE WORK HAS STARTED. PAYMENT NET (10) DAYS UPON RECEIPT OF INVOICE. I (WE) UNDERSTAND AND AGREE THAT ANY CREDIT GRANTED SHALL BE PAID PROMPTLY IN ACCORDANCE WITH ABOVE TERMS AND AGREEMENTS. TOWN & COUNTRY MAY ADD LEGAL RATE OF INTEREST PER MONTH TO ANY BALANCE NOT PAID IN ACCORDANCE WITH SAID TERMS AND AGREEMENTS. I (WE) ALSO AGREE, IN THE EVENT OF DEFAULT, TO PAY REASONABLE COLLECTION CHARGES, ATTORNEY FEES, AND COURT COSTS WHERE APPLICABLE.

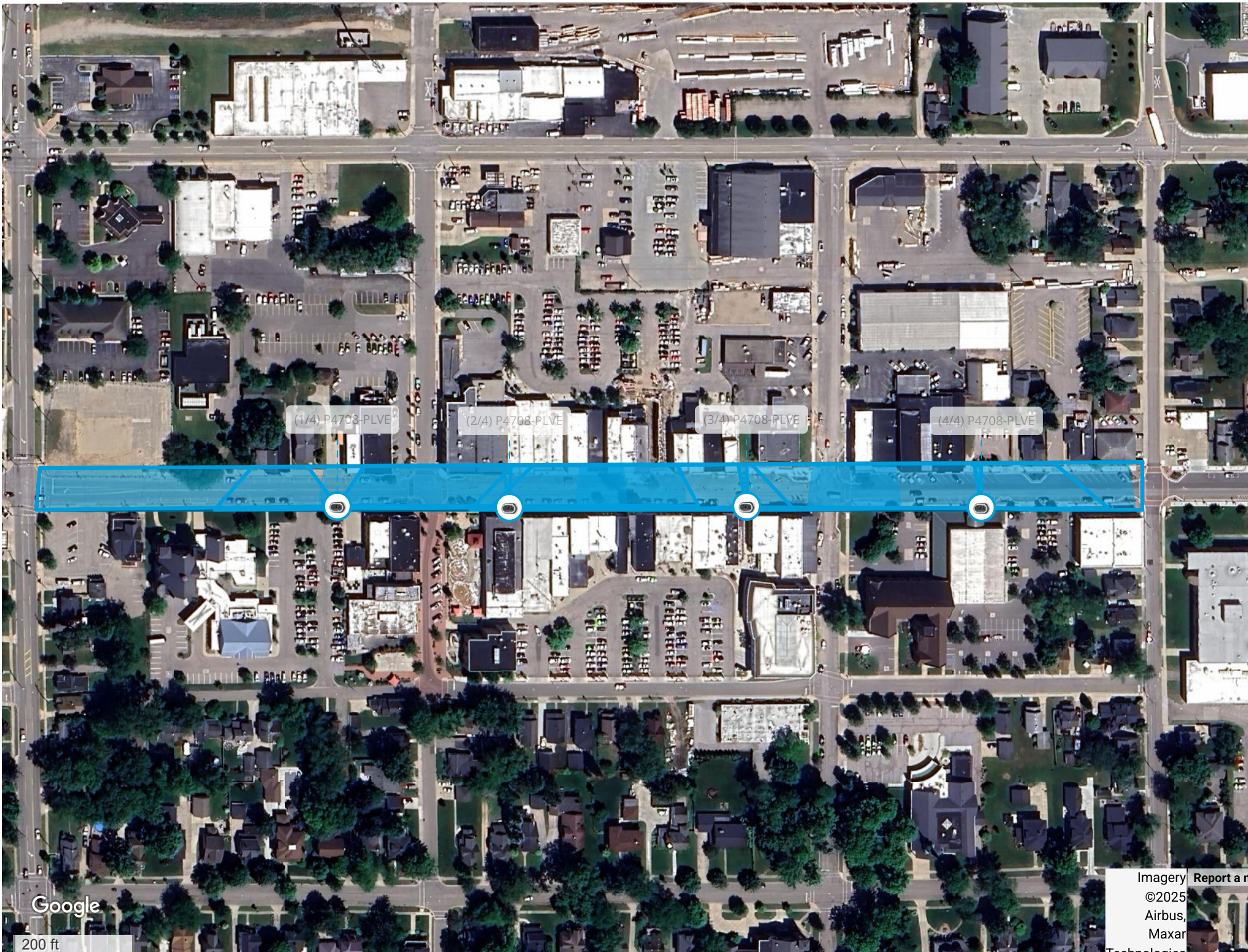
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Please Sign, Date and Return:

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

Customer Authorizes Town & Country To Perform Work as Described Above





Google

200 ft



## AXIS P4708-PLVE Panoramic Camera

2x 4K dual-sensor camera at 30 fps and deep learning

This dual-sensor camera offers 2x8MP at 30 fps. Lightfinder and Forensic WDR ensure sharp, clear images in challenging or poor light conditions. This high-performance AI-based camera enables improved processing and storage capabilities so you can collect and analyze even more data than before—on the edge. Plus, it delivers valuable metadata facilitating fast, easy, and efficient forensic search capabilities in live or recorded video. It offers flexible positioning of both varifocal camera heads and remote zoom and focus capabilities ensure cost-effective installation. Furthermore, Axis Edge Vault safeguards the device and protects sensitive information from unauthorized access.

- > **2x 4K, multidirectional camera, with one IP address**
- > **Support for AI analytics**
- > **360° IR illumination with 2.5x zoom**
- > **Axis Lightfinder and Forensic WDR**
- > **Axis Edge Vault safeguards the device**



# AXIS P4708-PLVE Panoramic Camera

## Camera

### Image sensor

2 x 1/2.8" progressive scan RGB CMOS  
Pixel size 1.45 µm

### Lens

Varifocal, 3.2–8.1 mm, F1.9–3.2  
Horizontal field of view: 108°–40°  
Vertical field of view: 55°–23°  
Diagonal field of view: 131°–46°  
Minimum focus distance: 0.5 m (1.6 ft)  
Fixed iris, IR corrected, remote zoom and focus

### Day and night

Automatic IR-cut filter

### Minimum illumination

Color: 0.19 lux at 50 IRE, F1.9  
B/W: 0 lux at 50 IRE, F1.9  
0 lux with IR illumination on

### Shutter speed

1/16000 s to 2 s with 50/60 Hz

### Camera adjustment

Pan ±110°, tilt ±75°, rotation ±170°

## System on chip (SoC)

### Model

ARTPEC-8

### Memory

4096 MB RAM, 8192 MB Flash

### Compute capabilities

Deep learning processing unit (DLPU)

## Video

### Video compression

H.264 (MPEG-4 Part 10/AVC) Baseline, Main and High Profiles  
H.265 (MPEG-H Part 2/HEVC) Main Profile  
Motion JPEG

### Resolution

16:9: 2x 3840x2160 (2x 8MP) to 2x 640x360

### Frame rate

Up to 25/30 fps (50/60 Hz) in all resolutions

### Video streaming

Multiple, individually configurable streams in H.264, H.265, and Motion JPEG  
Axis Zipstream technology in H.264 and H.265  
Controllable frame rate and bandwidth  
VBR/ABR/MBR H.264/H.265  
Low latency mode  
Video streaming indicator

### Signal-to-noise ratio

>55 dB

### WDR

Forensic WDR: Up to 120 dB depending on scene

### Noise reduction

Spatial filter (2D noise reduction)  
Temporal filter (3D noise reduction)

### Image settings

Saturation, contrast, brightness, sharpness, Forensic WDR, white balance, day/night threshold, tone mapping, exposure mode, exposure zones, barrel distortion correction, compression, rotation: 0°, 90°, 180°, 270° including corridor format, mirroring, dynamic text and image overlay, polygon privacy mask

### Image processing

Axis Zipstream, Forensic WDR, Lightfinder, OptimizedIR

## Audio

### Audio features

Automatic gain control  
Speaker pairing  
Spectrum visualizer<sup>1</sup>  
Voice enhancer  
10-band graphic equalizer for audio input

### Audio streaming

Audio in, simplex  
Two-way audio via edge-to-edge technology

1. Feature available with ACAP

## Audio input

Input for external unbalanced microphone, optional 5 V microphone power  
Digital input, optional 12 V ring power  
Unbalanced line input

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## Audio output

Output through speaker pairing or portcast technology

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## Audio encoding

24bit LPCM, AAC-LC 8/16/32/44.1/48 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz, Opus 8/16/48 kHz  
Configurable bit rate

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## Network

### Network protocols

IPv4, IPv6 USGv6, ICMPv4/ICMPv6, HTTP, HTTPS<sup>2</sup>, HTTP/2, TLS<sup>2</sup>, QoS Layer 3 DiffServ, FTP, SFTP, CIFS/SMB, SMTP, mDNS (Bonjour), UPnP<sup>®</sup>, SNMP v1/v2c/v3 (MIB-II), DNS/DNSv6, DDNS, NTP, NTS, RTSP, RTP, SRTP/RTSPS, TCP, UDP, IGMPv1/v2/v3, RTCP, ICMP, DHCPv4/v6, ARP, SSH, LLDP, CDP, MQTT v3.1.1, Secure syslog (RFC 3164/5424, UDP/TCP/TLS), Link-Local address (ZeroConf), IEEE 802.1X (EAP-TLS), IEEE 802.1AR

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## System integration

### Application Programming Interface

Open API for software integration, including VAPIX<sup>®</sup> and AXIS Camera Application Platform; specifications at [axis.com/developer-community](https://axis.com/developer-community).

One-click cloud connection

ONVIF<sup>®</sup> Profile G, ONVIF<sup>®</sup> Profile M, ONVIF<sup>®</sup> Profile S, and ONVIF<sup>®</sup> Profile T, specification at [onvif.org](https://onvif.org)

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### Video management systems

Compatible with AXIS Camera Station Edge, AXIS Camera Station Pro, AXIS Camera Station 5, and video management software from Axis' partners available at [axis.com/vms](https://axis.com/vms).

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### Onscreen controls

Autofocus  
Video streaming indicator  
IR illumination  
Privacy masks  
Media clip

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### Edge-to-edge

Speaker pairing

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## Event conditions

Device status: above/below/within operating temperature, IP address removed, new IP address, network lost, system ready, ring power overcurrent protection, live stream active, casing open  
Digital audio input status  
Edge storage: recording ongoing, storage disruption, storage health issues detected  
I/O: manual trigger, virtual input  
MQTT: subscribe  
Scheduled and recurring: schedule  
Video: average bitrate degradation, day-night mode, tampering

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## Event actions

Day-night mode  
Overlay text  
Illumination: use lights, use lights while the rule is active  
LEDs: flash status LED, flash status LED while the rule is active  
MQTT: publish  
Notification: HTTP, HTTPS, TCP and email  
Record video: SD card and network share  
Security: erase configuration  
SNMP traps: send, send while the rule is active  
Upload of images or video clips: FTP, SFTP, HTTP, HTTPS, network share and email

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## Built-in installation aids

Pixel counter, remote zoom and focus, level grid

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## Analytics

### Applications

#### Included

AXIS Object Analytics, AXIS Scene Metadata, AXIS Video Motion Detection, active tampering alarm, audio detection

#### Supported

Support for AXIS Camera Application Platform enabling installation of third-party applications, see [axis.com/acap](https://axis.com/acap)

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### AXIS Object Analytics

**Object classes:** Humans, vehicles (types: cars, buses, trucks, bikes)

**Scenarios:** Line crossing, object in area, crossline counting, occupancy in area, time in area  
Up to 10 scenarios

**Other features:** Triggered objects visualized with trajectories, color-coded bounding boxes and tables  
Polygon include/exclude areas  
Perspective configuration  
ONVIF Motion Alarm event

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2. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. ([openssl.org](https://openssl.org)), and cryptographic software written by Eric Young ([ey@cryptsoft.com](mailto:ey@cryptsoft.com)).

## Metadata

**Object classes:** Humans, faces, vehicles (types: cars, buses, trucks, bikes), license plates

**Object attributes:** Vehicle color, upper/lower clothing color, confidence, position

## Approvals

### Product markings

CSA, UL/cUL, UKCA, CE, KC, EAC, VCCI, RCM

### Supply chain

TAA compliant

### EMC

CISPR 35, CISPR 32 Class A, EN 55035, EN 55032 Class A, EN 50121-4, EN 61000-6-1, EN 61000-6-2

**Australia/New Zealand:** RCM AS/NZS CISPR 32 Class A  
**Canada:** ICES-3(A)/NMB-3(A)

**Japan:** VCCI Class A

**Korea:** KS C 9835, KS C 9832 Class A

**USA:** FCC Part 15 Subpart B Class A

**Railway:** IEC 62236-4

### Safety

CAN/CSA C22.2 No. 62368-1 ed. 3, IEC/EN/UL 62368-1, IEC/EN 62471, IS 13252

### Environment

IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60068-2-78, IEC/EN 60529 IP66/IP67, IEC/EN 62262:2002 IK10, MIL-STD-810H (Method 501.7, 502.7, 506.6, 507.6, 509.7, 512.6), NEMA 250 Type 4X

### Network

IPv6 USGv6, NIST SP500-267

### Cybersecurity

ETSI EN 303 645, BSI IT Security Label, FIPS 140

## Cybersecurity

### Edge security

**Software:** Signed OS, brute force delay protection, digest authentication and OAuth 2.0 RFC6749 Client Credential Flow/OpenID Authorization Code Flow for centralized ADFS account management, password protection, Axis Cryptographic Module (FIPS 140-2 level 1), AES-XTS-Plain64 256bit SD card encryption  
**Hardware:** Axis Edge Vault cybersecurity platform TPM 2.0 (CC EAL4+, FIPS 140-2 Level 2), secure element (CC EAL 6+), system-on-chip security (TEE), Axis device ID, secure keystore, signed video, secure boot, encrypted filesystem (AES-XTS-Plain64 256bit)

### Network security

IEEE 802.1X (EAP-TLS, PEAP-MSCHAPv2)<sup>3</sup>, IEEE 802.1AE (MACsec PSK/EAP-TLS), IEEE 802.1AR, HTTPS/HSTS<sup>3</sup>, TLS v1.2/v1.3<sup>3</sup>, Network Time Security (NTS), X.509 Certificate PKI, host-based firewall

### Documentation

*AXIS OS Hardening Guide*

*Axis Vulnerability Management Policy*

*Axis Security Development Model*

AXIS OS Software Bill of Material (SBOM)

To download documents, go to [axis.com/support/cybersecurity/resources](https://axis.com/support/cybersecurity/resources)

To read more about Axis cybersecurity support, go to [axis.com/cybersecurity](https://axis.com/cybersecurity)

## General

### Casing

IP66-, IP67-, NEMA 4X- and IK10-rated

Polycarbonate hard-coated dome

Aluminum and plastic casing, weathershield

Color: white NCS S 1002-B or black NCS S 9000-N

For repainting instructions, go to the product's support page. For information about the impact on warranty, go to [axis.com/warranty-implication-when-repainting](https://axis.com/warranty-implication-when-repainting).

### Mounting

Mounting bracket with junction box holes (double-gang, single-gang, 4" square, and 4" octagon)

1/4"-20 UNC tripod screw thread

1/2" (M20) conduit side entry

### Power

Power over Ethernet (PoE) IEEE802.3at Type 2 Class 4

IR illumination on: typical 13.3 W, max 18.8 W

IR illumination off: typical 7.3 W, max 13.5 W

3. This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. ([openssl.org](https://openssl.org)), and cryptographic software written by Eric Young ([ey@cryptosoft.com](mailto:ey@cryptosoft.com)).



## Connectors

Shielded RJ45 10BASE-T/100BASE-TX/1000BASE-T PoE  
Audio: 3.5 mm mic/line in  
Audio: Audio and I/O connectivity via portcast technology

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## IR illumination

Optimized IR with power-efficient, long-life 850 nm IR LEDs  
Range of reach 15 m (50 ft) or more depending on the scene

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## Storage

Support for microSD/microSDHC/microSDXC card  
Support for SD card encryption (AES-XTS-Plain64 256bit)  
Recording to network-attached storage (NAS)  
For SD card and NAS recommendations see [axis.com](https://axis.com)

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## Operating conditions

-30 °C to 50 °C (-22 °F to 122 °F)  
Start-up temperature: -30 °C  
Humidity 10–100% RH (non-condensing)

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## Storage conditions

-40 °C to 65 °C (-40 °F to 149 °F)  
Humidity 5–95% RH (non-condensing)

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## Dimensions

For the overall product dimensions, see the dimension drawing in this datasheet.  
Effective Projected Area (EPA): 0.015 m<sup>2</sup> (0.158 ft<sup>2</sup>)

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## Weight

975 g (2.1 lb)

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## Included accessories

Camera, installation guide, Windows® decoder 1-user license, connector kit, weathershield, connector guard, cable gaskets

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## Optional accessories

Black casing, smoked dome, conduit adapters,  
AXIS T94N02 Pendant Kit  
AXIS T8415 Wireless Installation Tool  
AXIS Surveillance Cards  
For more accessories, see [axis.com/products/axis-p4708-plve#accessories](https://axis.com/products/axis-p4708-plve#accessories)

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## System tools

AXIS Site Designer, AXIS Device Manager, product selector, accessory selector, lens calculator  
Available at [axis.com](https://axis.com)

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## Languages

English, German, French, Spanish, Italian, Russian, Simplified Chinese, Japanese, Korean, Portuguese, Polish, Traditional Chinese, Dutch, Czech, Swedish, Finnish, Turkish, Thai, Vietnamese

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## Warranty

5-year warranty, see [axis.com/warranty](https://axis.com/warranty)

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## Part numbers

Available at [axis.com/products/axis-p4708-plve#part-numbers](https://axis.com/products/axis-p4708-plve#part-numbers)

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## Sustainability

### Substance control

PVC free, BFR/CFR free in accordance with JEDEC/ECA Standard JS709  
RoHS in accordance with EU RoHS Directive 2011/65/EU/ and EN 63000:2018  
REACH in accordance with (EC) No 1907/2006. For SCIP UUID, see [echa.europa.eu](https://echa.europa.eu)

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### Materials

Renewable carbon-based plastic content: 9% (recycled: 7%, bio-based: 2%)  
Screened for conflict minerals in accordance with OECD guidelines  
To read more about sustainability at Axis, go to [axis.com/about-axis/sustainability](https://axis.com/about-axis/sustainability)

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### Environmental responsibility

[axis.com/environmental-responsibility](https://axis.com/environmental-responsibility)  
Axis Communications is a signatory of the UN Global Compact, read more at [unglobalcompact.org](https://unglobalcompact.org)

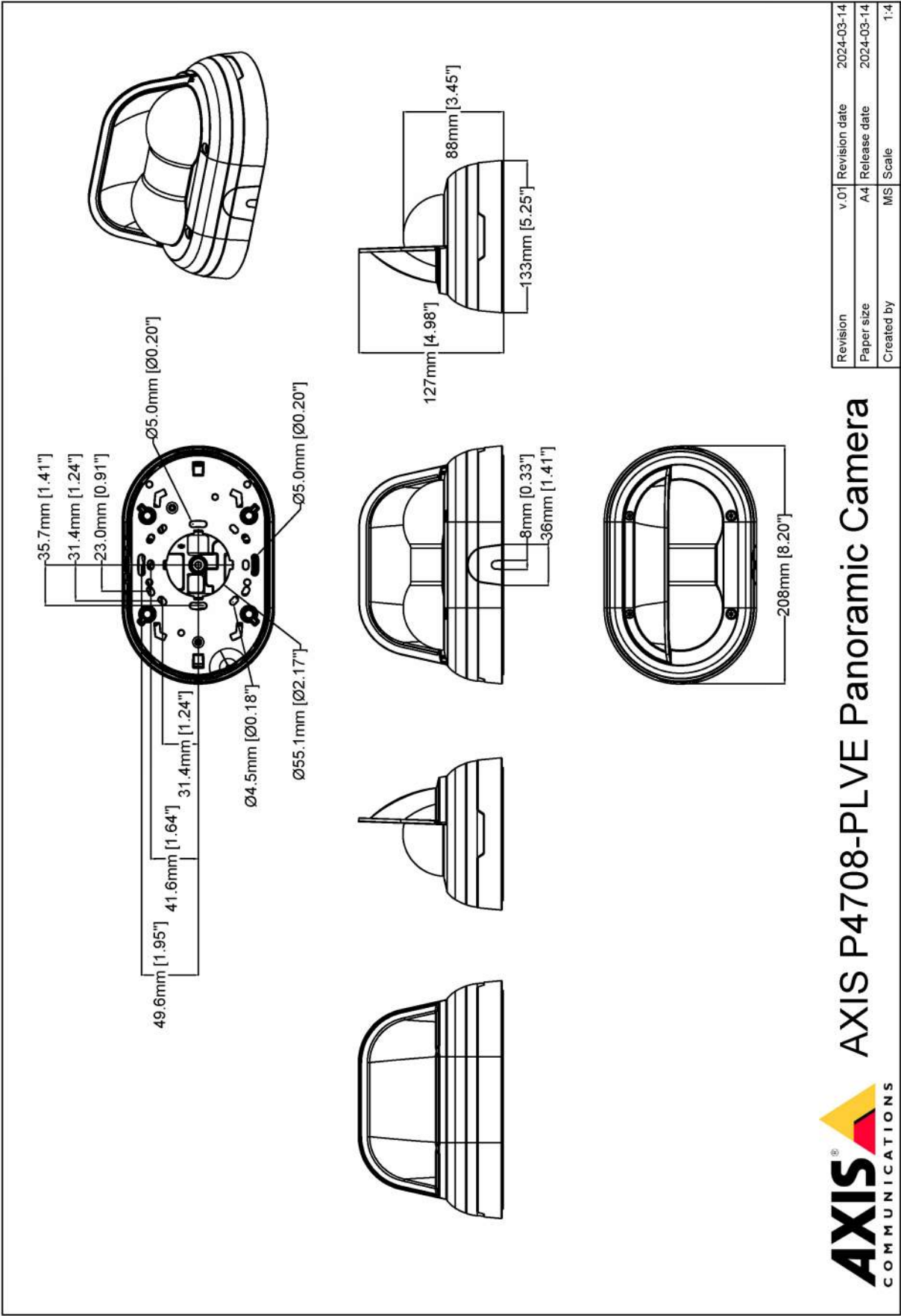
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**Detect, Observe, Recognize, Identify (DORI)**

	DORI definition	Distance (wide)	Distance (tele)
Detect	25 px/m (8 px/ft)	87.8 m (288.0 ft)	220.1 m (721.9 ft)
Observe	63 px/m (19 px/ft)	34.8 m (114.1 ft)	87.3 m (286.3 ft)
Recognize	125 px/m (38 px/ft)	17.6 m (57.7 ft)	44.0 m (144.3 ft)
Identify	250 px/m (76 px/ft)	8.8 m (28.9 ft)	22.0 m (72.2 ft)

The DORI values are calculated using pixel densities for different use cases as recommended by the EN-62676-4 standard. The calculations use the center of the image as the reference point and consider lens distortion. The possibility to recognize or identify a person or object depends on factors such as object motion, video compression, lighting conditions, and camera focus. Use margins when planning. The pixel density varies across the image, and the calculated values can differ from the distances in the real world.

Dimension drawing



## Highlighted capabilities

### AXIS Object Analytics

AXIS Object Analytics is a preinstalled, multifeatured video analytics that detects and classifies humans, vehicles, and types of vehicles. Thanks to AI-based algorithms and behavioral conditions, it analyzes the scene and their spatial behavior within – all tailored to your specific needs. Scalable and edge-based, it requires minimum effort to set up and supports various scenarios running simultaneously.

### Axis Edge Vault

Axis Edge Vault is the hardware-based cybersecurity platform that safeguards the Axis device. It forms the foundation that all secure operations depend on and offer features to protect the device's identity, safeguard its integrity and protect sensitive information from unauthorized access. For instance, **secure boot** ensures that a device can boot only with **signed OS**, which prevents physical supply chain tampering. With signed OS, the device is also able to validate new device software before accepting to install it. And the **secure keystore** is the critical building-block for protecting cryptographic information used for secure communication (IEEE 802.1X, HTTPS, Axis device ID, access control keys etc.) against malicious extraction in the event of a security breach. The secure keystore and secure connections are provided through a Common Criteria or FIPS 140 certified hardware-based cryptographic computing module.

Furthermore, signed video ensures that video evidence can be verified as untampered. Each camera uses its unique video signing key, which is securely stored in the secure keystore, to add a signature into the video stream allowing video to be traced back to the Axis camera from where it originated.

To read more about Axis Edge Vault, go to [axis.com/solutions/edge-vault](https://axis.com/solutions/edge-vault).

### Forensic WDR

Axis cameras with wide dynamic range (WDR) technology make the difference between seeing important forensic details clearly and seeing nothing but a blur in challenging light conditions. The difference between the darkest and the brightest spots can spell trouble for image usability and clarity. Forensic WDR effectively reduces visible noise and artifacts to deliver video tuned for maximal forensic usability.

### Lightfinder

The Axis Lightfinder technology delivers high-resolution, full-color video with a minimum of motion blur even in near darkness. Because it strips away noise, Lightfinder makes dark areas in a scene visible and captures details in very low light. Cameras with Lightfinder discern color

in low light better than the human eye. In surveillance, color may be the critical factor to identify a person, an object, or a vehicle.

### Zipstream

The Axis Zipstream technology preserves all the important forensic in the video stream while lowering bandwidth and storage requirements by an average of 50%. Zipstream also includes three intelligent algorithms, which ensure that relevant forensic information is identified, recorded, and sent in full resolution and frame rate.

For more information, see [axis.com/glossary](https://axis.com/glossary)

## AXIS T91E61 Wall Mount

Made for fixed dome cameras



- > Small and robust design
- > For indoor and outdoor use
- > Impact and corrosion resistant

AXIS T91E61 Wall Mount is specially designed for Axis fixed dome network cameras. Neat design for both indoor and outdoor installations.

Thanks to its impact-resistant and outdoor proven material, AXIS T91E61 Wall Mount suits all environments where Axis fixed dome cameras are used in. It is designed for being mounted with Axis cameras and gives a discreet look due to its small form factor.

It is compatible with all Axis fixed dome pendant kits with a 1.5" NPS thread and can also be installed on AXIS T94R01P Conduit Back Box to enable use of cable protection conduits. With accessories it is possible to use the mount on poles, corners and on the door of AXIS T98A-VE Cabinet Series.

AXIS T91E61 has the same hole pattern as the wall mount for outdoor fixed box Axis cameras to enable an easy switch. The compatible conduit back box has the same hole pattern as AXIS T91A/T91B and AXIS T91D61 Wall Mounts, making sure that swapping two Axis cameras is as easy as possible.

Moreover, it is possible to run the cable externally by using one of the four cut-outs in the base of the wall mount.

## Technical Specifications - AXIS T91E61 Wall Mount

<b>Models</b>	AXIS T91E61 Wall Mount	<b>Casing</b>	Powder coated, chromated aluminum Color: White NCS S 1002-B Interface: 1.5" NPS
<b>General</b>		<b>Compliance</b>	RoHS, REACH, CE
<b>Supported products</b>	AXIS T94B01D Pendant Kit (AXIS M3004-V/M3005-V), AXIS T94F01D Pendant Kit (AXIS M3006-V/M3007-P/M3007-PV and AXIS M3024-LVE/M3025-VE/M3026-VE/M3027-PVE), AXIS T94F02D Pendant Kit (AXIS M3024-LVE/M3025-VE/M3026-VE/M3027-PVE), AXIS T94K01D Pendant Kit (indoor models of AXIS P32/P33/Q35), AXIS T94M01D Pendant Kit (outdoor models of AXIS Q35), AXIS T94T01D Pendant Kit (outdoor models of AXIS P32)	<b>Approvals</b>	IEC/EN/UL 60950-1, IEC/EN/UL 60950-22, EN 50581, UL 50E, IEC 62262 IK10, IEC 60721-3-4 (Class 4M4), NEMA 250 Type 4X
<b>Maximum load</b>	10 kg (22 lb)	<b>Dimensions</b>	80 x 161 x 120 mm (3.1 x 6.3 x 4.7 in)
<b>Cable routing</b>	Internal Back: Cable hole Side: Cut outs	<b>Weight</b>	525 g (1.15 lb)
<b>Environment</b>	Indoor/Outdoor	<b>Included accessories</b>	Installation Guide
		<b>Optional accessories</b>	AXIS T94R01P Conduit Back Box, AXIS T91A47 Pole Mount, VT Corner Mount WCWA, Network Cable Coupler IP66 (requires AXIS T94R01P Conduit Back Box)
		<b>Warranty</b>	Axis 3-year warranty, see <a href="http://www.axis.com/warranty">www.axis.com/warranty</a>

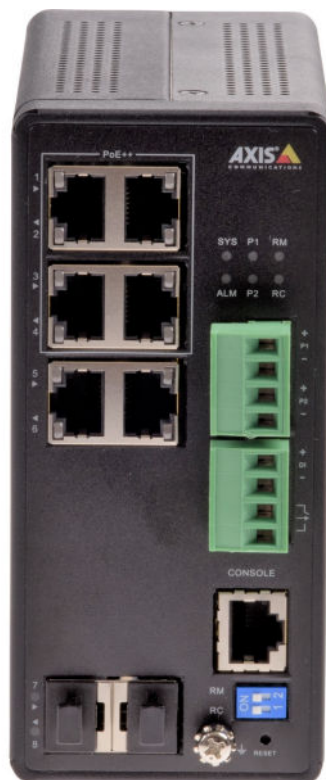
More information is available at [www.axis.com](http://www.axis.com)

# AXIS T8504-R Industrial PoE Switch

Managed, industrial PoE++ switch

AXIS T8504-R Industrial PoE Switch is a 4-port managed industrial PoE++ Gigabit switch. In addition, the switch is equipped with two RJ45 and two SFP data ports that allows for extra devices to be connected. The switch uses the same intuitive administrator interface as AXIS T85 PoE Network Switch Series. The ruggedized switch is perfect for challenging environments when mounted inside a surveillance cabinet. It is designed to withstand shock, vibrations and temperatures from -40 °C to 75 °C (-40 °F to 167 °F), making it perfect for high demanding installations such as alongside highways and tunnels.

- > 60 W per port, 240 W power budget
- > Compliant with High PoE 60 W
- > High availability with Rapid Ring
- > Dual DC power redundancy
- > NEMA TS-2 compliant



# AXIS T8504-R Industrial PoE Switch

Network		Console
<b>Security</b>	Password protection HTTPS encryption VLAN	RJ45 (1x)
<b>Supported protocols</b>	IPv4, IPv6, HTTP, HTTPS, SMTP, Bonjour, UPnP®, SNMP v1/v2c/v3, DNS, NTP, RTSP, TCP, UDP, IGMP, ICMP, DHCP, ARP, SSH, RADIUS, TACACS+, Syslog, IEEE 802.1X, 802.1Q (VLAN), LLDP, LLDP-Med, STP, MSTP, RSTP, LACP, RRP	<b>Surge protection</b> 6kV on all network ports
<b>Throughput</b>	11.9 Mpps	<b>Operating conditions</b> -40 °C to 75 °C (-40 °F to 167 °F) Humidity 5–95% RH (non-condensing)
<b>Switching capacity</b>	16 Gbps	<b>Storage conditions</b> -40 °C to 85 °C (-40 °F to 185 °F)
<b>MAC table</b>	8 K	<b>Approvals</b> EMC EN 55032 Class A EN 55024 FCC part 15 Subpart B Class A ICES-003 Class A VCCI Class A RCM AS/NZS CISPR 32 Class A EN 50121-4 EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2, EN 61000-6-3, EN 61000-6-4 IEC 62236-4 <b>Safety</b> IEC/EN/UL 60950-1 EN 62368-1 <b>Environment</b> IEC 60068-2-6, IEC 60068-2-27, 60068-2-31 (Free fall - Procedure 1) NEMA TS-2-2003 v02.06, subsection 2.2.8 and 2.2.9
<b>Jumbo frames</b>	9216 Bytes	<b>Management software</b> AXIS Device Manager
General		<b>Included accessories</b> Installation Guide Mounting brackets DB-9 console cable
<b>Casing</b>	Aluminum Color: Black	<b>Optional accessories</b> AXIS T98A15-VE Surveillance Cabinet Power Supply DIN PS56 240 W AXIS T8611 SFP Module LC.LX AXIS T8612 SFP Module LC.SX AXIS T8613 SFP Module 1000BASE-T
<b>Sustainability</b>	PVC free	<b>Warranty</b> 5-year warranty, see <a href="http://axis.com/warranty">axis.com/warranty</a>
<b>Environment</b>	Indoor	
<b>Dimensions</b>	135 x 130 x 62 mm 5.3 x 5.1 x 2.4 in	
<b>Weight</b>	0.6 kg (1.3 lbs)	
<b>Input voltage</b>	48–57 V DC 48 VDC for PoE IEEE 802.3af (Max. 15.4W) output 54 VDC for PoE+ IEEE 802.3at (Max. 30W) output 54 VDC for AXIS High PoE (Max. 60W) output	
<b>PoE class</b>	Power over Ethernet Plus (PoE+) IEEE 802.3at Type 2 Class 4	
<b>PoE output</b>	Up to 60 W per port Power budget: 240 W	
<b>Pin assignment</b>	Power over pairs: Port 1-4: 1/2, 3/6, 4/5, and 7/8	
<b>Connectors</b>	<b>PoE ports</b> RJ45 10Base-T/100Base-TX/1000Base-T Mbps (4x) <b>Data ports/Uplink</b> RJ45 10Base-T/100Base-TX/1000Base-T Mbps (2x) SFP port (2x) <b>Power</b> Power connector port (2x for power redundancy)	

Environmental responsibility:

[axis.com/environmental-responsibility](http://axis.com/environmental-responsibility)



# AXIS T8508 PoE+ Network Switch

## 8-port switch for efficient network management

AXIS T8508 PoE+ Network Switch is an 8-port managed Gigabit switch with a compact, fan-less design for installation in noise sensitive environments or to be used as an edge switch. AXIS T8508 is a perfect complement to Axis' recorders to further simplify setup and installation of surveillance systems. The intuitive administrator interface offers a graphic topology for easy overview of all devices in the system with information about connected devices and status. The high PoE power output allows for connection of up to 8 PoE cameras.

- > **30 W PoE per port, total 130 W**
- > **Gigabit switch**
- > **2 SFP/RJ45 Combination Ports**
- > **Intuitive graphic topology for system overview**



## AXIS T8508 PoE+ Network Switch

Network			
Network function	DHCP server included VLAN	RJ45 10Base-T/100Base-TX/1000Base-T (8x)	
Security	Password protection, IP address filtering, HTTPS encryption, IEEE 802.1X network access control, ACL, Private VLANs, DHCP Snooping	Uplink Combination port RJ45/SFP 100Base-TX/1000Base-T (2x)	
Network protocols	IPv4, IPv6, HTTP, HTTPS, QoS, Bonjour, UPnP, SNMP v1/v2c/v3, DNS, NTP, TCP, UDP, IGMP, ICMP, DHCP, ARP, SSH, STP, RSTP, MSTP, LLDP, LLDP-MED, TFTP, SMTP, BPDU	Power Power connector port	
Throughput	14.9 Mpps	Surge protection	6kV on all network ports and AC lines
Switching capacity	20 Gbps	Operating conditions	0 °C to 50 °C (32 °F to 122 °F) Humidity 10–90% RH (non-condensing)
MAC table	8 K	Storage conditions	–10 °C to 70 °C (14 °F to 158 °F) Humidity 5–95% RH (non-condensing)
Jumbo frames	9216 Bytes	Approvals	EMC EN 55032 Class A EN 55035 FCC part 15 Subpart B Class A VCCI Class A RCM AS/NZS CISPR 32 Class A ICES-003 Class A Safety IEC/EN/UL 62368-1
General		Management software	AXIS Device Manager
Casing	Metal Color: Black	Included accessories	Installation Guide Drill template Power cord Rubber feet (4x)
Environment	Indoor	Optional accessories	AXIS T85 Rack Mount Kit A
Dimensions	WxDxH: 220 x 242 x 44 mm (8.6 x 9.52 x 1.73 in)	Warranty	5-year warranty, see <a href="https://axis.com/warranty">axis.com/warranty</a>
Weight	2.1 kg (4.63 lbs)		
Power requirements	100–240 V AC, 50/60 Hz		
PoE class	Power over Ethernet Plus (PoE+) IEEE 802.3at Type 2 Class 4		
PoE output	Port 1 to 8: Up to 30 W Power budget: 130 W		
Connectors	PoE ports		



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>Ringnalda TenHaken Insurance Group</b> <b>11595 E Lakewood Blvd Ste 30</b> <b>Holland, MI 49424</b>	<b>CONTACT NAME:</b> Hillary Spruit <b>PHONE (A/C, No, Ext):</b> 616-796-0400 <b>E-MAIL ADDRESS:</b> hillary@rtigrandrapids.com <b>FAX (A/C, No):</b> 616-530-5560
<b>INSURED</b> <b>Town &amp; Country Electric Inc.</b> <b>DBA: Town &amp; Country Group</b> <b>9327 Riley St</b> <b>Zeeland, MI 49464-9717</b>	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Frankenmuth Mutual Insurance Company <b>INSURER B:</b> AMWINS <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
	<b>NAIC #</b> <b>13986</b> <b>52421</b>

**COVERAGES****CERTIFICATE NUMBER: 00019041-0****REVISION NUMBER: 265**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>Contractors' E&amp;O</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6727373	05/01/2025	05/01/2026	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>10,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b>
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6727372	05/01/2025	05/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <b>0</b>			6727373	05/01/2025	05/01/2026	EACH OCCURRENCE \$ <b>6,000,000</b> AGGREGATE \$ <b>6,000,000</b>
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input checked="" type="checkbox"/> N	N / A	6727371	05/01/2025	05/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
B	<b>Prof./Environmental</b>			CPP-476131Y-00	04/04/2025	04/04/2026	Liab. Per Occurr. \$ <b>3,000,000</b>
A	<b>Property</b>			6727373	05/01/2025	05/01/2026	Bldgs & BPP \$ <b>4,050,500</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Inland Marine Scheduled Equipment: \$518,344****Installation Floater: \$750,000****Leased Equipment: \$200,000****Policy Number: 6727373****CERTIFICATE HOLDER****CANCELLATION****For Informational Purposes**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(HRS)

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## INTEROFFICE MEMORANDUM

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TO: Mayor Klynstra and City Council Members  
FROM: Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance  
SUBJECT: 245 Taft Street – Settlement and Release Agreement  
DATE: November 14, 2025  
CC: City Council Work Study and Action Items November 17, 2025

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### Background

During the City's recent street construction project on Taft Street, a significant change in grade occurred on the driveway located at 245 Taft Street. This change in elevation affected the transition between the sidewalk and the driveway, creating an uneven slope that created an inconvenience to the property owners.

In response, the City communicated with the property owners to identify a reasonable and fair resolution. The City proposed three options:

1. No action;
2. A City-performed adjustment to regrade the driveway and front lawn; or
3. A payment to allow the property owners to reconstruct the driveway independently.

After discussion, the property owners elected to complete their own driveway reconstruction and regrading. To facilitate this, the City has prepared a Settlement and Release Agreement that provides for a payment of \$10,040 to the property owners. This payment represents a fair and equitable contribution toward the cost of the necessary reconstruction work.

### Settlement and Release Agreement

The agreement formally resolves all matters related to the grade change at 245 Taft Street. In summary:

- The City will provide a payment of \$10,040 to the owners of the property, Kurtis and Lady Koning upon completion of the driveway repairs.
- Upon payment, the property owners release the City, its employees, agents, and contractors from any and all current or future claims arising from the Taft Street project and the resulting changes to their driveway or lawn.

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- The agreement ensures a full and final resolution to this matter and avoids any potential for future disputes or liability claims.

The attached Settlement and Release Agreement has been reviewed and approved as to form by the City Attorney. The City believes this resolution is in the best interest of both parties, providing closure and fairness consistent with the City's commitment to maintaining good relationships with residents.

### **Recommendation**

Staff recommends that City Council approve the Settlement and Release Agreement between the City of Zeeland and Kurtis and Lady Koning, authorize the City Manager to execute the agreement, and issue payment in the amount of \$10,040 upon completion of the work.

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Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance

## **SETTLEMENT AND RELEASE AGREEMENT**

NOW COMES, Kurtis J. Koning and Lady J. Koning, on behalf of themselves and as trustees of The Kurtis J. Koning and Lady J. Koning Joint Trust dated March 11, 2010, hereinafter "Owners", and the City of Zeeland, hereinafter "City", and state:

### **Recitals**

WHEREAS, a change of grade occurred as the result of a street construction project and this project has affected the driveway at 245 Taft Street, which is the property of the Owners;

AND WHEREAS, the City is willing to provide compensation to assist the Owners with the cost of reconstructing their driveway, and the Owners desire to reconstruct portions of their driveway and they may also want to regrade portions of their lawn either by performing the work themselves or by contracting with one or more third parties to perform the needed work;

AND WHEREAS, the parties desire to enter into a Settlement and Release Agreement ("Agreement") to resolve any claims which the Owners may have against the City.

NOW, THEREFORE, in exchange for good and valuable consideration, the parties hereby agree to settle all claims, whether known or unknown, as follows:

1. Acknowledgement of Recitals. The parties agree that all the statements, acknowledgements and representations as set forth in the Recitals of this Agreement (and which are incorporated into the terms of this Agreement by reference) are true and accurate.
2. Payment. In satisfaction of the claims asserted against the City and its employees, agents and contractors, it is agreed that the City shall pay the Owners the sum of ten thousand forty (\$10,040) dollars. Such payment shall be made within fourteen (14) days from the date that this Agreement has been approved.
3. Release. For and in consideration of the covenants set forth in this Agreement, the Parties, on behalf of themselves and their representatives, successors and assigns, hereby release and discharge each

other, and the City's employees, agents and contractors, from any and all claims, demands, equitable relief, damages, costs, expenses of any kind, and causes of action of any kind or character based on any fact, circumstance, agreement, occurrence, transaction, or event relating directly or indirectly to the street project on Taft Street and the driveway and lawn of the Owners.

4. Intention. The Parties expressly declare and represent that they fully understand the content and effect of this Agreement, and that they approve and accept the terms and conditions contained herein. This Agreement shall be construed and interpreted as though jointly drafted by the Parties. It is the intention of the parties that this Agreement shall constitute a full and complete mutual release.

5. Attorney Fees. Each party shall be liable for their own attorney fees.

6. Entire Agreement. The terms of this Agreement constitute the entire agreement of the parties and replace any prior oral or written agreement of the parties. Each party acknowledges that no representation, inducement, or condition not set forth in this Agreement has been made or relied upon by either party.

7. Modification. No modification of this Agreement will be enforceable unless it is in writing, signed by all parties.

8. Headings. The headings of the various clauses of this Agreement have been inserted for the convenience of the parties only. They shall not be used to interpret or construe the meaning of the terms and provisions hereof.

9. Counterparts. This Agreement may be signed in counterparts, and each counterpart shall be deemed to be an original.

10. Governing Law. This Agreement shall be interpreted in accordance with and governed in all respects by the laws of the State of Michigan.

11. Binding Effect. This Agreement shall be binding upon the parties and upon their heirs, successors and assigns. The undersigned expressly declare and represent that they have full power and authority to enter into this Agreement. By signing this Settlement Agreement and Release, the parties acknowledge that they have read this document, and that they know its contents and that they are voluntarily signing it.

In witness thereof on the dates hereafter indicated:

November \_\_\_\_, 2025

\_\_\_\_\_  
Kurtis J. Koning, on behalf of himself and  
as a trustee of The Kurtis J. Koning and Lady  
J. Koning Joint Trust dated March 11, 2010

November \_\_\_\_, 2025

\_\_\_\_\_  
Lady J. Koning, on behalf of herself and  
as a trustee of The Kurtis J. Koning and Lady  
J. Koning Joint Trust dated March 11, 2010

CITY OF ZEELAND

November \_\_\_\_, 2025

By: \_\_\_\_\_  
Timothy R. Klunder, Its City Manager

November \_\_\_\_, 2025

By: \_\_\_\_\_  
Kristi DeVerney, Its City Clerk





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## INTEROFFICE MEMORANDUM

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TO: Mayor Klynstra and City Council Members  
FROM: Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance  
SUBJECT: Articulated Tractor Contract Award  
DATE: November 14, 2025  
CC: City Council Work Study and Action Items November 17, 2025

---

### Background

The Fiscal Year 2026 budget included the replacement of a municipal articulated tractor. An articulated tractor is the machine responsible for the plowing of the city's sidewalks in the winter, mowing of right-of-way in the summer, and a variety of other tasks throughout the year. To facilitate this replacement, we solicited bids for its replacement on October 14. Included in the bid were also options for the purchase of a flail axe mower and the trade in for the 2016 MT6 this unit is replacing. Bids were received from MacQueen Equipment for a Trackless MT7 and from Brown Equipment Company for three Multihog options: the CX75, a new MXC130, and a used MXC130 package.

**Trackless MT7 Proposal** - The Trackless MT7 proposal includes the following pricing:

Municipal Articulated Tractor (MT7)	\$188,840.00
Flail Axe Mower	\$18,755.00
Less Trade-In (2016 MT6)	<u>(\$20,000.00)</u>
Total Purchase Price	\$187,595.00

Staff also had the opportunity to test the Trackless MT7. The equipment demonstrated excellent performance, operator comfort, and compatibility with existing attachments. Staff was highly satisfied with its operation and capabilities.

### Comparison to Multihog Bids

**Multihog CX75** - The CX75 is the smallest of the Multihog options with the following pricing:

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Municipal Articulated Tractor (CX75)	\$165,000.00
Flail Axe Mower	\$29,995.00
Less Trade-In (2016 MT6)	<u>(\$20,000.00)</u>
Total Purchase Price	\$174,995.00

While the CX75 bid produces the lowest total price, staff determined the unit does not meet the City's operational needs. It is smaller, less powerful, and not sized for the type of work required.

**Multihog MXC130** - The new MXC130 meets the size and power requirements with the following pricing:

Municipal Articulated Tractor (MXC130)	\$177,000.00
Flail Axe Mower	\$29,995.00
Less Trade-In (2016 MT6)	<u>(\$20,000.00)</u>
Total Purchase Price	\$186,995.00

At first glance, the total price is similar to the Trackless MT7. However, to utilize this unit to its fullest, we would be required to purchase a substantial number of new attachments because the City's existing Trackless-compatible attachments will not fit the MXC130 platform. This would significantly increase the bid amount.

**Used Multihog MXC130 Package** - Brown Equipment also submitted a bid for a used MXC130 package with 98 hours and 296 miles with pricing as follows:

Municipal Articulated Tractor (Used MXC130 Package)	\$177,000.00
Flail Axe Mower	\$29,995.00
Less Trade-In (2016 MT6)	<u>(\$20,000.00)</u>
Total Purchase Price	\$186,995.00

Despite being used with additional options, the pricing is identical to the new MXC130 bid. As with the new MXC130, compatibility issues remain. The City would still need to replace several attachments, making this option more expensive overall than the Trackless package.

### Overall Comparison

Trackless offers the most operationally efficient and cost-effective solution. Key comparison points include:

- Trackless MT7 meets all specifications and aligns with the City's existing attachment inventory, eliminating additional equipment purchases.
- The Multihog CX75 is too small and underpowered for City needs.
- The Multihog MXC130, while sized appropriately, requires major additional investment in new attachments, raising the total cost well beyond the MT7 bid.

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- The used MXC130 package does not offer cost savings relative to the new MXC130 and still presents the same compatibility issues.
- Staff testing of the MT7 confirmed its suitability, ease of operation, and performance.

From a budgetary perspective, we allocated \$211,756 for the purchase of this replacement unit, so when considering the purchase of the unit and flail mower we have allocated enough funds for this purchase. Based on equipment compatibility, operational capability, and budgetary requirements, staff recommends awarding the contract to MacQueen Equipment for the purchase of the Trackless MT7 and the hydraulically driven flail axe mower, with the acceptance of the \$20,000 trade-in for the used MT6 unit.

**Recommendation:**

City Council award a contract to MacQueen Equipment for the purchase of a Trackless MT7 in the amount of \$188,840, a hydraulically driven flail axe mower in the amount of \$18,755 and accept a \$20,000 trade-in for the used MT6 unit for a total purchase price of \$187,595.

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Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance

# REQUEST FOR BID FOR THE CITY OF ZEELAND, MICHIGAN

Please quote one each, Municipal Articulated Tractor and Flail Axe Mower Attachment per the guidelines listed in this form.

## BID GUIDELINES

One SIGNED copy of the bid proposal shall be submitted by October 14, 2025 at 11:00 AM to:

CITY CLERKS OFFICE  
ZEELAND CITY HALL  
21 SOUTH ELM STREET  
ZEELAND, MI 49464

### **Submission of Proposals**

All Proposals must be made on the form furnished with the bidding documents. The form must be fully completed and executed when submitted. Erasures or changes in the Proposal must be initialed by the Bidder.

The Proposal shall be submitted in the sealed envelope provided for that purpose with the Bidding Documents. The Bidder shall write his name in the space provided in the front of the envelope. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope and sent to the address indicated in the Proposal. Do not submit the envelope sealed without a valid Proposal enclosed.

Any Proposal submitted after the time and date specified shall not be considered and shall be returned to the Bidder unopened.

### **Bid Prices**

The bid prices shall cover the costs all parts and labor for the requested equipment. **No tax shall be charged.**

**Acceptance of Proposals**

The City of Zeeland may waive any informalities or minor defects or reject any and all Proposals. Any Proposal may be withdrawn prior to the above-scheduled time for the opening or authorized postponement thereof. No bidder may withdraw a Proposal within 30 calendar days after the actual date of opening thereof. Should there be reasons why the equipment purchase cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Zeeland and the Bidder. Bids will be opened at 11:00 am at Zeeland City Hall in the council chambers. Bids will be awarded after approval of purchase by City Council.

**Rights of Refusal**

The City of Zeeland reserves the right to reject any or all bids.

**Payment Plan**

The Bidder will invoice the City of Zeeland upon delivery of the equipment.

## **Specifications for one each Municipal Articulating Tractor and Flail Axe Mower Attachment**

*The vehicle may be purchased after October 20, 2025 after approval by City council.*

### **CONTACT**

Mike Schreur, Streets/Motor Pool Supervisor  
21 South Elm Street  
Zeeland, MI 49464-1783  
Email: mschreur@cityofzeeland.com

### **DEADLINE**

Sealed bids are due at 11:00 a.m. on October 14, 2025 at  
City Clerk  
21 South Elm Street  
Zeeland, MI 49464-1783

### **DESCRIPTION**

1 Each – Municipal Articulating Tractor and Flail Axe Mower

### **SPECIFICATIONS**

#### Articulating Tractor:

- Four Wheel Drive Articulating, Oscillating, rubber tired, diesel powered Multi-purpose tractor
- Power: Minimum 65 HP, Maximum 130 HP
- All Wheel Drive or Locking Differentials
- Overall Width no wider than 51"
- Overall Height no higher than 90"
- Operating Weight no less than 6500 pounds and no greater than 8000 pounds
- Enclosed Cab with Heat and Air Conditioning
- Standard Front Mounted 3-Point Hitch Assembly or Quick Connect System
- Hydraulic Capacity of 25 gallons per minute
- Color Coded Hydraulic Couplers
- Two Sets of Tires/Rims – Set of Winter Tires/Rims and Set of Summer Turf Tires/Rims
- Unheated Foldaway Mirrors
- Tinted Glass
- Air Ride Operators Seat
- Work Lights in both front and rear of tractor
- Warning Lights

Backup Camera and Alarm System  
Gear Reduction System  
Rear Hitch Assembly  
Manuals both in print and electronic included at time of purchase  
including; Operators Manual, Parts Manual, and Service Manual

**Flail Axe Mower:**

Overall Cutting Width between 72" and 80"  
Front Mount to Articulated Tractor using 3 Point Linkage or Quick  
Attachment  
Support Roller for ground clearance with adjustment capability between  
1" and 4" with a 6" Roller  
PTO Driven or Hydraulic Driven (price for each)

**Alternate Bids:**

**Snowblower**

Maximum width 51"  
Minimum width 50"  
Front Mount to Articulated Tractor using 3 Point Linkage or Quick  
Attachment

**V-Plow**

Maximum width 51"  
Minimum width 50"  
Front Mount to Articulated Tractor using 3 Point Linkage or Quick  
Attachment

## **Bid Form – 1 Each Municipal Articulated Tractor and Flail Axe Mower**

Proposal to be received until  
11:00 a.m. Tuesday, October 14, 2025  
At the Office of the City Clerk (2<sup>nd</sup> floor)  
City of Zeeland City Hall  
21 South Elm Street  
Zeeland, MI 49464

We the undersigned being familiar with the bid documents and specifications, propose to furnish the equipment:

Municipal Articulated Tractor	Total <u>188,840.00</u>
Flail Axe Mower (Hydraulically Driven)	Total <u>18,755.00</u>
Less Trade-In (2016 Trackless MT6)	Total <u>(20,000.00)</u>
Total Bid	<u>187,595.00</u>

Alternate Bid:

Flail Axe Mower (PTO Driven)	Total <u>18,755.00</u>
Snowblower	Total <u>19,725.00</u>
V-Plow	Total <u>5,798.00</u>

As part of your bid, please include a copy of the complete specifications for the make/model of the Municipal Articulated Tractor, Flail Axe Mower, Snow Blower, and V-Plow proposed in your bid.

In submitting this proposal, it is understood that the right is reserved by the City of Zeeland to reject any or all Proposals and to waive any irregularities in bidding. It is agreed that this Proposal may not be withdrawn for thirty (30) calendar days from the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City of Zeeland and the Bidder.



It is anticipated that the City of Zeeland may award this Contract at the Council meeting following the bid opening.

Macqueen Equipment

\* Name of Company

78 Northpointe Dr.

\* Address

Lake Orion, MI, 48359

\* City, State, Zip Code

(616)-916-4044

\* Phone

Michael Cleary

\* Name and title of Signatory

Michael Cleary  
Signature

October 12, 2025

\* Date

If the Bidder is a Corporation, the Proposal shall be signed by its duly-authorized officers and authority for the signatures shall be attached thereto.

If the Bidder is a Partnership, the Proposal shall be signed by all partners.

\* Printed or typewritten.



### **Trackless Tractor Price Breakdown**

MT7 Tractor with Options	\$182,576.00
ZTS5C Summer Tread Tire 15.5" (Set of 4)	\$2,608.00
ZSW5 Summer Wheel MT7	
ZTW510GD Loader Lug Tire 10.00 X 16.6 10 PLY	
ZWW5 16.5" Loader Lug Rim (Set of 4)	\$1,656.00
Freight to MacQueen & Freight to Zeeland, MI	\$1,600.00
<b>Total Tractor Price for Bid</b>	<b>\$188,440.00</b>

### **Winter Attachment Quotes**

Trackless Offers 2-51" Snow Blowers (See Specs & Brochures)

Z51B 51" Dual Auger Snowblower with Side Walk Chute	\$11,415.00
Z51GRB 51" Ribbon Blower with Side Walk Chute	\$19,725.00



# T*rackless* V E H I C L E S



## SERIES **MT7** – MUNICIPAL TRACTOR

FOR MAXIMUM PRODUCTIVITY, SAFETY AND COMFORT  
.... FROM **THE LEADER** IN THE MUNICIPAL TRACTOR FIELD

[TRACKLESSVEHICLES.COM](http://TRACKLESSVEHICLES.COM)



# SPECIFICATIONS

ENGINE	STD	OPT
John Deere Tier 4 Final		
Displacement 275 cubic inch, 4.5 litre	STD	
Horsepower 74 BHP @ 2,500 rpm		
Torque 224 lb-ft @ 1600 rpm		
Equipped with cold start aid, block heater	STD	
Air breather warning light		

FEATURES	STD	OPT
Certified R.O.P.S cab structure	STD	
Digital dash: tachometer, speedometer, hour meter, fuel level, engine coolant temp., hydraulic oil temp., engine oil pressure, voltmeter	STD	
7-speed heater / defroster / AC	STD	
Climate Controlled Air conditioning / auxiliary heat and pressurization with 8 amber strobe lights	STD	
2 outside and 1 inside rear view mirror	STD	
3 point retractable seat belt - Orange	STD	
AM / FM / Bluetooth stereo, dual speakers, external aerial with amplifier	STD	
Cell phone holder, door pocket, storage tray	STD	
Front P.T.O	STD	
Tilt steering column with horn, self cancelling signal lever, hazard button	STD	
Left and right side slider windows	STD	
Intermittent front wiper and washer	STD	
Rear wiper and washer	STD	
High back, fabric covered air ride seat with lumbar support	STD	
20 gpm main hydraulic gear pump 14 gpm secondary hydraulic gear pump Low hydraulic oil warning	STD	
Reversing engine fan	STD	
F-N-R joystick	STD	
Battery disconnect switch	STD	
Remote battery terminal	STD	
Ride control	STD	
Cruise control	STD	
Fuel capacity of 92 Litres, 24 US Gallons	STD	

POWERTRAIN	STD	OPT
Sauer Danfoss hydrostatic / electronic transmission and motor	STD	
Control by electronic foot pedal programmed to control hydrostatic independently or both engine rpm and hydrostatic simultaneously	STD	
Trackless mechanical transmission with high / low range and neutral	STD	
10:1 deep reduction planetary transmission When coupled to mechanical transmission, 4 speed ranges instead of 2 Deep low is 0 – 10 feet / minute		OPT 9
Dana style Model 60 full float axles with new heavy duty alloy spindles Limited slip differentials 7,000 lbs capacity	STD	
Electric locking differential front axle only		OPT 10

SAFTY FEATURES	STD	OPT
Neutral safety start switch	STD	
Automatic hydraulic power shut offs if operator leaves seat	STD	
Automatic PTO shut down if operator leaves seat	STD	
Automatic engine shut down if operator leaves seat with shifter not in neutral position	STD	
Automatic hydraulic power shut offs if rotary wings are raised	STD	
Pinch point, danger, caution decals	STD	
Backup camera / Backup alarm	STD	
Articulation lock	STD	
Wire finger guard protection from engine fan blades Reflective striping on both sides and rear of tractor	STD	
External lift cylinder switch for attachment hookup	STD	

LIGHTS	STD	OPT
4 - Halogen headlights 1 - Halogen backup light 2 - Rubber mounted shockproof LED tail lights 1 - Interior dome light Front and rear signal lights and 4 way flashers - LED	STD	
Second rear backup light		OPT 15
Additional high mount rear tail lights		OPT 16
Headlight, signal / marker light guards		OPT 18



# FRONT FLAIL MOWER SPECS



FEATURES	STANDARD	OPTIONAL
Cutting width 74" (1879 mm)	✓	
Cutting height 1" to 4" (25 mm to 102 mm)	✓	
2 gauge wheels 16" x 4", semi-pneumatic	✓	
6" diameter steel, full width gauge roller	✓	
4" diameter with one 7/16" shaft rotor tube	✓	
33, 2.75" wide blades that can be resharpened	✓	
18" blade and rotor cutting diameter	✓	
PTO drive, gearbox, cross-shaft, 2 v-belts with spring-loaded idler pulley	✓	
Rear deflector with reinforced rubber	✓	
Flexible linkage for uneven ground	✓	
Rotor speed @ 540 PTO 1780 RPM	✓	
Blade tip speed @ 540 PTO 8380 ft/min	✓	
Trackless yellow finish	✓	

MODEL	LENGTH*	WIDTH*	HEIGHT*	WEIGHT*
74" Front Flail Mower	72" (1828 mm)	86" (2184 mm)	30" (762 mm)	1281 lbs (581 kg)

**FOR MORE INFORMATION PLEASE VISIT [TRACKLESSVEHICLES.COM](http://TRACKLESSVEHICLES.COM)**

\*All measurements provided are approximate and based on shipping dimensions.



21 South Elm Street • Zeeland, Michigan 49464 • (616) 772-6400 • FAX (616) 772-5352

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## INTEROFFICE MEMORANDUM

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TO: Mayor Klynstra and City Council Members  
FROM: Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance  
SUBJECT: Updated Banking Resolution  
DATE: November 14, 2025  
CC: City Council Work Study and Action Items November 17, 2025

---

With the appointment of a new City Clerk at our October 20 meeting and the upcoming mayoral transition at City Council's next meeting, we need to update the authorized signers on our checking accounts. Per the City Charter, the Mayor and Clerk are required to sign the city's checks. However, from the standpoint of day-to-day operations, we do not feel that this provides a sufficient number of signers. Administratively, we would also like to add the City Manager and Finance Director to the list of authorized signers. Per the attached resolution, the authorized signers would be:

Mayor – Richard VanDorp  
Clerk – Kristi DeVerney  
City Manager – Timothy Klunder  
Finance Director – Kevin Plockmeyer

### **Recommendation**

Approve the banking resolution from Macatawa Bank to update the signers as outlined above.

---

Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance

FEEL THE ZEEL

## New Account Information - Business

### Financial Institution Name and Address

Macatawa Bank, N.A.  
Zeeland State  
41 North State Street  
Zeeland, MI 49464  
(877) 820-2265

Date: 11/06/2025

### Account Information

Title of Account

City Of Zeeland  
General Operating

Account Number: 00412017749

☐ SCHEDULE I ATTACHED - Additional Accounts  
☐ SCHEDULE II ATTACHED - Additional Signers

21 S Elm St  
Zeeland MI 49464-1750

### Business Entity Information

Business Name and Address

City Of Zeeland

Phone Number: 616-748-5904  
Email Address: Kplockmeyer@cityofzeeland.com

21 S Elm St  
Zeeland, MI 49464-1750  
ASSUMED NAME IF DBA

#### Signer #1 NAME AND ADDRESS

Kevin Plockmeyer  
21 S Elm St  
Zeeland, MI 49464-1750

Primary Phone: 616-748-5904  
Secondary Phone:  
Email Address: Kplockmeyer@cityofzeeland.com

#### Signer #2 NAME AND ADDRESS

Timothy R Klunder  
21 S Elm St  
Zeeland, MI 49464-1750

Primary Phone: 616-772-6400  
Secondary Phone:  
Email Address: tklunder@cityofzeeland.com

#### Signer #3 NAME AND ADDRESS

Richard Van Dorp III  
21 S Elm St  
Zeeland, MI 49464-1750

Primary Phone: 616-218-6572  
Secondary Phone:  
Email Address: rvandorp@cityofzeeland.com

#### Signer #4 NAME AND ADDRESS

Kristi DeVerney  
21 S Elm St  
Zeeland, MI 49464-1750

Primary Phone: 616-748-5913  
Secondary Phone:  
Email Address: kdeverney@cityofzeeland.com

#### Signer #5 NAME AND ADDRESS

Primary Phone:  
Secondary Phone:  
Email Address:

#### Signer #6 NAME AND ADDRESS

Primary Phone:  
Secondary Phone:  
Email Address:

#### Signer #7 NAME AND ADDRESS

Primary Phone:  
Secondary Phone:  
Email Address:

#### Signer #8 NAME AND ADDRESS

Primary Phone:  
Secondary Phone:  
Email Address:



**Taxpayer Identification Number Certification**

Exempt payee code, if any: N/A

Exemption from FATCA reporting code, if any: N/A

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (Notice: If you are subject to backup withholding, cross out this line), and
3. The FATCA code(s) entered on the form (if any) indicating that I am exempt from FATCA reporting is correct.

Signature

Kevin Plockmeyer  
Asst City Mgr / Finance

Date

Taxpayer Identification Number 38-6004744

**Additional Terms**

**Prohibition Against Unlawful Internet Gambling:** The bank is required to enforce a prohibition in federal law known as the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA), which prohibits commercial customers from receiving deposits or any credits into their accounts that are derived from illegal Internet gambling. By continuing to maintain an account with the bank, you agree not to engage in illegal Internet gambling, and to tell us if your account is ever used in connection with any form of Internet gambling, even if you believe that it is legal. If you don't notify us, we may deny further access to various payment methods, close your account or take other action which we believe to be necessary to comply with UIGEA.

As an officer or owner of the above named organization, have been notified that the Bank is required by regulations implementing the Unlawful Internet Gambling Act of 2006 to ensure that its commercial customers' accounts do not receive deposits or other credits derived from illegal Internet gambling. By signing below, I hereby certify that the above-named organization does not engage in an Internet gambling business of any kind, either legal or illegal, and that I or a representative of the organization will notify the bank immediately if the organization engages in an Internet gambling business at any future time.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities. Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**ACKNOWLEDGMENT.** By signing this document, the undersigned acknowledge that they have opened the account number listed above, and have received, understand and agree to be bound by the terms of the Account Agreement for that account. The undersigned acknowledge receipt of an Account Disclosure, a copy of the institution's Privacy Policy, and where applicable, the Funds Availability Policy and/or Electronic Fund Transfer Agreement. All signers authorize this institution to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.

X

Signature

Kevin Plockmeyer

Date

X

Signature

Timothy R Klunder

Date

X

Signature

Richard Van Dorp III

Date

X

Signature

Kristi DeVerney

Date

X

Signature

Date

X

Signature

Date

X

Signature

Date

X

Signature

Date



## New Account Information - Business

<b>Financial Institution Name and Address</b> Macatawa Bank, N.A. Zeeland State 41 North State Street Zeeland, MI 49464 (877) 820-2265	
Date: 11/06/2025	
<b>Account Information</b>	
Title of Account City Of Zeeland BPW Payments	Account Number: 00412017758
<input type="checkbox"/> SCHEDULE I ATTACHED - Additional Accounts <input type="checkbox"/> SCHEDULE II ATTACHED - Additional Signers	
21 S Elm St Zeeland MI 49464-1750	
<b>Business Entity Information</b>	
Business Name and Address City Of Zeeland	Phone Number: 616-748-5904 Email Address: Kplockmeyer@cityofzeeland.com
21 S Elm St Zeeland, MI 49464-1750 ASSUMED NAME IF DBA	
<b>Signer #1</b> NAME AND ADDRESS	
Kevin Plockmeyer 21 S Elm St Zeeland, MI 49464-1750	Primary Phone: 616-748-5904 Secondary Phone: Email Address: Kplockmeyer@cityofzeeland.com
<b>Signer #2</b> NAME AND ADDRESS	
Timothy R Klunder 21 S Elm St Zeeland, MI 49464-1750	Primary Phone: 616-772-6400 Secondary Phone: Email Address: tklunder@cityofzeeland.com
<b>Signer #3</b> NAME AND ADDRESS	
Richard Van Dorp III 21 S Elm St Zeeland, MI 49464-1750	Primary Phone: 616-218-6572 Secondary Phone: Email Address: rvandorp@cityofzeeland.com
<b>Signer #4</b> NAME AND ADDRESS	
Kristi DeVerney 21 S Elm St Zeeland, MI 49464-1750	Primary Phone: 616-748-5913 Secondary Phone: Email Address: kdeverney@cityofzeeland.com
<b>Signer #5</b> NAME AND ADDRESS	
	Primary Phone: Secondary Phone: Email Address:
<b>Signer #6</b> NAME AND ADDRESS	
	Primary Phone: Secondary Phone: Email Address:
<b>Signer #7</b> NAME AND ADDRESS	
	Primary Phone: Secondary Phone: Email Address:
<b>Signer #8</b> NAME AND ADDRESS	
	Primary Phone: Secondary Phone: Email Address:

**Taxpayer Identification Number Certification**

Exempt payee code, if any: N/A

Exemption from FATCA reporting code, if any: N/A

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (Notice: If you are subject to backup withholding, cross out this line), and
3. The FATCA code(s) entered on the form (if any) indicating that I am exempt from FATCA reporting is correct.

Signature

Kevin Plockmeyer  
Asst City Mgr / Finance

Date

Taxpayer Identification Number 38-6004744

**Additional Terms**

**Prohibition Against Unlawful Internet Gambling:** The bank is required to enforce a prohibition in federal law known as the Unlawful Internet Gambling Enforcement Act of 2006 (UIGEA), which prohibits commercial customers from receiving deposits or any credits into their accounts that are derived from illegal Internet gambling. By continuing to maintain an account with the bank, you agree not to engage in illegal Internet gambling, and to tell us if your account is ever used in connection with any form of Internet gambling, even if you believe that it is legal. If you don't notify us, we may deny further access to various payment methods, close your account or take other action which we believe to be necessary to comply with UIGEA.

As an officer or owner of the above named organization, have been notified that the Bank is required by regulations implementing the Unlawful Internet Gambling Act of 2006 to ensure that its commercial customers' accounts do not receive deposits or other credits derived from illegal Internet gambling. By signing below, I hereby certify that the above-named organization does not engage in an Internet gambling business of any kind, either legal or illegal, and that I or a representative of the organization will notify the bank immediately if the organization engages in an Internet gambling business at any future time.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT.** To help the government fight the funding of terrorism and money laundering activities. Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**ACKNOWLEDGMENT.** By signing this document, the undersigned acknowledge that they have opened the account number listed above, and have received, understand and agree to be bound by the terms of the Account Agreement for that account. The undersigned acknowledge receipt of an Account Disclosure, a copy of the institution's Privacy Policy, and where applicable, the Funds Availability Policy and/or Electronic Fund Transfer Agreement. All signers authorize this institution to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.

X

Signature

Kevin Plockmeyer

Date

X

Signature

Timothy R Klunder

Date

X

Signature

Richard Van Dorp III

Date

X

Signature

Kristi DeVerney

Date

X

Signature

Date

X

Signature

Date

X

Signature

Date

X

Signature

Date

## New Account Information - Business

### Financial Institution Name and Address

Macatawa Bank, N.A.  
Zeeland State  
41 North State Street  
Zeeland, MI 49464  
(877) 820-2265

Date: 11/06/2025

### Account Information

Title of Account  
City Of Zeeland  
Tax Account

Account Number: 00412018169

- ☐ SCHEDULE I ATTACHED - Additional Accounts  
☐ SCHEDULE II ATTACHED - Additional Signers

21 S Elm St  
Zeeland MI 49464-1750

### Business Entity Information

Business Name and Address  
City Of Zeeland

Phone Number: 616-748-5904  
Email Address: Kplockmeyer@cityofzeeland.com

21 S Elm St  
Zeeland, MI 49464-1750  
ASSUMED NAME IF DBA

#### Signer #1 NAME AND ADDRESS

Kevin Plockmeyer  
21 S Elm St  
Zeeland, MI 49464-1750

Primary Phone: 616-748-5904  
Secondary Phone:  
Email Address: Kplockmeyer@cityofzeeland.com

#### Signer #2 NAME AND ADDRESS

Timothy R Klunder  
21 S Elm St  
Zeeland, MI 49464-1750

Primary Phone: 616-772-6400  
Secondary Phone:  
Email Address: tklunder@cityofzeeland.com

#### Signer #3 NAME AND ADDRESS

Richard Van Dorp III  
21 S Elm St  
Zeeland, MI 49464-1750

Primary Phone: 616-218-6572  
Secondary Phone:  
Email Address: rvandorp@cityofzeeland.com

#### Signer #4 NAME AND ADDRESS

Kristi DeVerney  
21 S Elm St  
Zeeland, MI 49464-1750

Primary Phone: 616-748-5913  
Secondary Phone:  
Email Address: kdeverney@cityofzeeland.com

#### Signer #5 NAME AND ADDRESS

Primary Phone:  
Secondary Phone:  
Email Address:

#### Signer #6 NAME AND ADDRESS

Primary Phone:  
Secondary Phone:  
Email Address:

#### Signer #7 NAME AND ADDRESS

Primary Phone:  
Secondary Phone:  
Email Address:

#### Signer #8 NAME AND ADDRESS

Primary Phone:  
Secondary Phone:  
Email Address:

**Taxpayer Identification Number Certification**

Exempt payee code, if any: N/A

Exemption from FATCA reporting code, if any: N/A

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (Notice: If you are subject to backup withholding, cross out this line), and
3. The FATCA code(s) entered on the form (if any) indicating that I am exempt from FATCA reporting is correct.

Signature

Kevin Plockmeyer  
Asst City Mgr / Finance

Date

Taxpayer Identification Number 38-6004744

**Additional Terms**

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As an officer or owner of the above named organization, have been notified that the Bank is required by regulations implementing the Unlawful Internet Gambling Act of 2006 to ensure that its commercial customers' accounts do not receive deposits or other credits derived from illegal Internet gambling. By signing below, I hereby certify that the above-named organization does not engage in an Internet gambling business of any kind, either legal or illegal, and that I or a representative of the organization will notify the bank immediately if the organization engages in an Internet gambling business at any future time.

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X

Signature Kevin Plockmeyer

Date

X

Signature Timothy R Klunder

Date

X

Signature Richard Van Dorp III

Date

X

Signature Kristi DeVerney

Date

X

Signature

Date

X

Signature

Date

X

Signature

Date

X

Signature

Date

## New Account Information - Business

<b>Financial Institution Name and Address</b> Macatawa Bank, N.A. Zeeland State 41 North State Street Zeeland, MI 49464 (877) 820-2265	
Date: 11/06/2025	
<b>Account Information</b>	
Title of Account City Of Zeeland	Account Number: 87011424
<input type="checkbox"/> SCHEDULE I ATTACHED - Additional Accounts <input type="checkbox"/> SCHEDULE II ATTACHED - Additional Signers	
21 S Elm St Zeeland MI 49464-1750	
<b>Business Entity Information</b>	
Business Name and Address City Of Zeeland	Phone Number: 616-748-5904 Email Address: Kplockmeyer@cityofzeeland.com
21 S Elm St Zeeland, MI 49464-1750 ASSUMED NAME IF DBA	
<b>Signer #1</b> NAME AND ADDRESS	
Kevin Plockmeyer 21 S Elm St Zeeland, MI 49464-1750	Primary Phone: 616-748-5904 Secondary Phone: Email Address: Kplockmeyer@cityofzeeland.com
<b>Signer #2</b> NAME AND ADDRESS	
Timothy R Klunder 21 S Elm St Zeeland, MI 49464-1750	Primary Phone: 616-772-6400 Secondary Phone: Email Address: tklunder@cityofzeeland.com
<b>Signer #3</b> NAME AND ADDRESS	
Richard Van Dorp III 21 S Elm St Zeeland, MI 49464-1750	Primary Phone: 616-218-6572 Secondary Phone: Email Address: rvandorp@cityofzeeland.com
<b>Signer #4</b> NAME AND ADDRESS	
Kristi DeVerney 21 S Elm St Zeeland, MI 49464-1750	Primary Phone: 616-748-5913 Secondary Phone: Email Address: kdeverney@cityofzeeland.com
<b>Signer #5</b> NAME AND ADDRESS	
	Primary Phone: Secondary Phone: Email Address:
<b>Signer #6</b> NAME AND ADDRESS	
	Primary Phone: Secondary Phone: Email Address:
<b>Signer #7</b> NAME AND ADDRESS	
	Primary Phone: Secondary Phone: Email Address:
<b>Signer #8</b> NAME AND ADDRESS	
	Primary Phone: Secondary Phone: Email Address:



**Taxpayer Identification Number Certification**

Exempt payee code, if any: N/A

Exemption from FATCA reporting code, if any: N/A

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding (Notice: If you are subject to backup withholding, cross out this line), and
3. The FATCA code(s) entered on the form (if any) indicating that I am exempt from FATCA reporting is correct.

Signature

Kevin Plockmeyer  
Asst City Mgr / Finance

Date

Taxpayer Identification Number 38-6004744

**Additional Terms**

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As an officer or owner of the above named organization, have been notified that the Bank is required by regulations implementing the Unlawful Internet Gambling Act of 2006 to ensure that its commercial customers' accounts do not receive deposits or other credits derived from illegal Internet gambling. By signing below, I hereby certify that the above-named organization does not engage in an Internet gambling business of any kind, either legal or illegal, and that I or a representative of the organization will notify the bank immediately if the organization engages in an Internet gambling business at any future time.

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**ACKNOWLEDGMENT.** By signing this document, the undersigned acknowledge that they have opened the account number listed above, and have received, understand and agree to be bound by the terms of the Account Agreement for that account. The undersigned acknowledge receipt of an Account Disclosure, a copy of the institution's Privacy Policy, and where applicable, the Funds Availability Policy and/or Electronic Fund Transfer Agreement. All signers authorize this institution to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account.

X

Signature Kevin Plockmeyer

Date

X

Signature Timothy R Klunder

Date

X

Signature Richard Van Dorp III

Date

X

Signature Kristi DeVerney

Date

X

Signature

Date

X

Signature

Date

X

Signature

Date

X

Signature

Date

**RESOLUTION DESIGNATING PUBLIC DEPOSITORY AND AUTHORIZING  
WITHDRAWAL OF PUBLIC MONEYS**

For Wintrust Financial Corporation and its affiliates, including Barrington Bank & Trust Company, N.A.; Beverly Bank & Trust Company, N.A.; Crystal Lake Bank & Trust Company, N.A.; Hinsdale Bank & Trust Company, N.A.; Lake Forest Bank & Trust Company, N.A.; Libertyville Bank & Trust Company, N.A.; Macatawa Bank, N.A.; Northbrook Bank & Trust Company, N.A.; Old Plank Trail Community Bank N.A.; St Charles Bank & Trust Company, N.A.; Schaumburg Bank & Trust Company, N.A.; State Bank of The Lakes N.A.; Town Bank N.A.; Village Bank & Trust N.A.; Wheaton Bank & Trust Company, N.A.; Wintrust Bank N.A.

DATE: 11/06/2025

TO: NAME AND ADDRESS OF FINANCIAL INSTITUTION	FROM: NAME AND ADDRESS OF PUBLIC DEPOSITOR
Macatawa Bank, N.A. Zeeland State 141 East 8th St Zeeland, MI 49464 (877) 820-2265	City Of Zeeland  21 S Elm St Zeeland, MI 49464-1750

**Under the Governing Public Depositor of:**

**State of:** Michigan

**IT IS RESOLVED THAT:**

Macatawa Bank, N.A. (the "Financial Institution"), qualified as a public depository under state law, is hereby designated as a depository in which the funds of this Public Depositor may from time to time be deposited. The following described officers referred to below as "Authorized Signer(s)" and whose names and signatures appear below, are authorized for and on behalf of the Public Depositor to have the following indicated powers as contained in this Resolution:

- Open and maintain account(s);
- Make deposits to the account(s);
- Endorse for negotiation, negotiate, and receive the proceeds of any negotiable instrument, check, draft, or order for the payment of money payable or belonging to the Organization by writing, stamp, or other mean permitted by this Resolution without designation of the person endorsing;
- Make withdrawals from the account(s) in any manner permitted by the account(s);
- Transfer funds from the account(s) in Financial Institution to any account whether or not held at this Financial Institution and whether or not held by this Organization.
- Approve, endorse, guarantee and identify the endorsement of any payee or any endorser of any negotiable instrument, check, draft or order for the payment of money whether drawn by the Organization or anyone else and guarantee the payment of any negotiable instrument, check, draft or order for the payment of money.
- Delegate to others the authority to approve, endorse, guarantee and identify the endorsement of any payee or endorser on any negotiable instrument, check, draft or order for the payment of money and to guarantee the payment of any such negotiable instrument, check, draft or order for payment of money.
- Lease a Safe Deposit Box(es) with Financial Institution, make inspections of, deposits to and removals from box(es) and exercise all rights and be subject to all responsibilities under the Agreement.
- Enter into Night Depository Agreement with Financial Institution and exercise all rights and be subject to all responsibilities under the Agreement.
- Apply for, receive and utilize debit cards, or other access devices to exercise those powers authorized by this Resolution or other Resolutions then in effect.
- All Signers can may enter into a Treasury Management Agreement with Financial Institution, and exercise all rights and be subject to all responsibilities under the Agreement.

RESOLUTION APPLIES TO (check all that apply):

☒ ALL ACCOUNTS ☐ SPECIFIC ACCOUNTS:

☐ SCHEDULE I ATTACHED ☐ ADDITIONAL SIGNER ADDENDUM ATTACHED

NAME	SIGNATURE	SIGNATURE STAMP (if applicable)
1. Kevin Plockmeyer		
2. Timothy R Klunder		
3. Richard Van Dorp III		
4. Kristi DeVerney		
5.		
6.		
7.		
8.		

#### SIGNATURE CERTIFICATION

This is to Certify, that the foregoing is a true and correct copy of resolutions duly and legally adopted by the governing body of Public Depositor at an open legal meeting and said resolutions are now in full force and effect.

Signed by:

DESIGNATED REPRESENTATIVE

Date

Kevin Plockmeyer

The undersigned member of the governing body not authorized to sign orders or checks certifies that the foregoing is a correct copy of a resolution passed as therein set forth.

Signed by:

DESIGNATED REPRESENTATIVE

Date

#### IT IS FURTHER RESOLVED AS FOLLOWS, the Entity certifies to the Financial Institution that:

- Each of the Authorized Signers whose signature appears above may sign without the other(s);
- All items deposited with prior endorsements are guaranteed by the Entity;
- All items not clearly endorsed by the Entity may be returned to the Entity by the Financial Institution or, alternatively, the Financial Institution is granted a power of attorney in relation to any such item to endorse any such item on behalf of the Entity in order facilitate collection;
- Financial Institution shall have no liability for any delay in presentment or return of any negotiable instrument or other order for the payment of money, that is not properly endorsed;
- Financial Institution is directed and authorized to act upon and honor any withdrawal or transfer instructions issued and to honor, pay and charge to any depository account or accounts of the Entity, all checks or orders for the payment of money so drawn when signed consistent with this Resolution without inquiring as to the disposition of the proceeds or the circumstances surrounding the issuance of the check or the order for the payment of the money involved, whether such checks or orders for the payment of money payable to the order of, or endorsed or negotiated by any one or more of the Authorized Signers signing them or such party in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation of any one or more Authorized Signers signing them or of any other such party or not;
- Financial Institution shall be indemnified for any claims, expenses or losses resulting in honoring of any signature certified or refusing to honor any signature not so certified; and
- Notwithstanding any modification or termination of the power of any Authorized Signer of the Entity, this Resolution shall remain in full force and bind the Entity and its legal representatives, successors, assignees, receivers, trustees or assigns until written notice to the contrary signed by, or on behalf of, the Entity shall have been received by the Financial Institution, and that receipt of such notice shall not affect any action taken by the Financial Institution prior to receipt of such notice in reliance on this Resolution.
- The Financial Institution is authorized to honor facsimile and other non-manual signatures and may honor and charge the Public Depositor for all negotiable instruments checks, drafts, and other orders for payment of money drawn in the name of the Public Depositor, on its regular accounts including an order for electronic debit, whether by electronic tape or otherwise, regardless of by whom or by what means the facsimile signature or other non-manual signature may have been affixed, or electronically communicated if such facsimile signature resembles the specimen affixed above, regardless of misuse of a specimen or no manual signature is with or without the negligence of the Public Depositor. The Public Depositor indemnifies the Financial Institution for all claims, expenses, and losses resulting from the honoring of any signature certified or refusing to honor any signature not so certified.



## CUSTODIAL AGREEMENT

### MAXSAFE DEPOSIT ACCOUNT PROGRAM

**THIS CUSTODY AGREEMENT** between you as Principal(s), and Wintrust Private Trust Company, N.A. as Custodian. Custodian agrees to open and maintain an account on its records in the name of Principal(s), for all cash and other assets, now or hereafter deposited with and accepted by Custodian on the following terms:

- A. Custodian shall keep all funds deposited by you in safekeeping and separate from the assets of Custodian. These funds will be subject to audit controls and periodic verification by examining authorities.
- B. Custodian shall provide no supervision and make no recommendations to you relative to the investment, purchase, retention or other disposition of the investments held hereunder.
- C. Custodian may in its discretion accept and rely on instructions which it believes to be genuine from you or your authorized agent, whether given orally, by telephone, electronic transmission, or in any other manner, and you agree to confirm in writing such instructions to Custodian. Such instructions will be at your sole risk, both as to the correctness of the message and its authenticity. Custodian assumes no responsibility for any act or omission by any broker or other agent employed by you.
- D. Custodian shall:
  - 1. reinvest interest received from deposits held in the account and distributed across the participating banks as necessary to optimize FDIC Insurance coverage or deposit interest from certificates into the account designated by you; and
  - 2. upon maturity or redemption of property held in the account, and pursuant to written direction by you, Custodian will credit your account of choice.
- E. After receipt of information by Custodian, Custodian shall notify you of investments called for redemption or similar proceedings relating to the property in the account. Custodian will make a good faith effort to, but not be responsible for, notifying you of mandatory dates relating to the property in the account. Name changes, shareholder-approved mergers or other automatic actions shall not require your prior notification.
- F. Custodian may hold only MaxSafe deposits hereunder in the name of an approved nominee of Custodian or depository used by Custodian.
- G. To facilitate the collection of income, redemptions and maturities, Custodian is authorized to sign all documentation required to obtain payment, or to complete the disposition or transfer of investments.
- H. Custodian is directed to remit cash balances in the account as directed in Section D. You agree that Custodian shall not be held liable for any reasonable delay in making such disbursement.
- I. Custodian will render periodic statements to you showing all cash receipts and disbursements of income and principal, and will furnish you with an annual summary of the income received.
- J. If you are a fiduciary, Custodian is not obliged to inquire as to your powers or to see to the application of any money or property delivered to you or in accordance with your instructions and may assume that the statute, trust agreement, court order or other governing document or law granting you power and authority is in full force and effect, that you are authorized to act thereunder and that any action taken by you pursuant to or in connection herewith is in accordance with the provisions of such statute, trust agreement, court order or other document.
- K. You shall indemnify Custodian, its officers and employees, and hold Custodian harmless for and from all claims, losses, liabilities and expenses including, without limitation, legal fees and expenses arising from any claim of any party resulting from actions Custodian takes in accordance with the terms hereof.
- L. Where more than one individual is named on the account, any such individual shall be authorized to give Custodian direction, unless Custodian is otherwise directed in writing. Custodian shall not be liable or responsible for any loss resulting to the account for actions taken pursuant to and in accordance with any such direction. Custodian shall not be liable or responsible for any action taken pursuant to any direction, which, when given by you, exceeds your actual authority.
- M. If more than one individual is named on the account, and are not fiduciaries, you and such individuals intend to create a joint tenancy with right of survivorship and not a tenancy in common. This joint tenancy shall extend to all cash, and other investments delivered to account, all investments, reinvestments and the proceeds thereof and all income therefrom.



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## INTEROFFICE MEMORANDUM

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TO: Mayor Klynstra and City Council Members  
FROM: Kevin Plockmeyer, ACM of Infrastructure/City Services and Finance  
SUBJECT: Fiscal Year 2025 Pension Report  
DATE: November 14, 2025  
CC: City Council Work Study November 17, 2025

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At the end of each fiscal year, the City's actuary, Watkins & Ross, evaluates the City's Defined Benefit Pension Plan and issues a report regarding the plan's financial health. This memo outlines the information contained in this report and gives a summary as to the overall financial health of the plan.

### **Plan Assets**

At the beginning of Fiscal Year 2025, the City of Zeeland's Pension Plan had an asset balance of \$10,951,904 and at the end of Fiscal Year 2025 the asset balance had increased to \$11,207,337. This growth in assets is broken down follows:

#### Income

Employer Contributions	\$ 19,813
Employee Contributions	\$ 2,103
Investment Income	\$1,021,182
 Total Income	 \$1,043,098

#### Distributions

Retiree Benefit Payments	\$ 766,976
Administrative Expenses	\$ 20,689
 Total Distributions	 \$ 787,665

A couple of things should be noted from the breakdown above; 1) The Required Employer Contributions were \$0 in the Fiscal Year, but we chose to make contributions of \$19,813. We decided to discontinue making contributions midway through the Fiscal Year because of the funding status of the plan. 2) The plan's return on assets was a gain of \$1,021,182 (Investment

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Income – Investment fees) or 9.7% for Fiscal Year 2025 was higher than our estimated rate of return or 5.60% for FY25.

### **Unfunded Liability**

A pension plan's unfunded liability is a good indicator as to the financial health of a pension plan. A plan's unfunded liability measures the difference between the amount the plan is expecting to distribute in the future less the future value of the assets available to fund these distributions. In Fiscal Year 2025, the City's Pension Plan remained overfunded. At the beginning of the Fiscal Year the plan was overfunded by \$1,572,018 or 116.8% funded, by the end of the year the plan was overfunded by \$1,768,230 or 118.7% funded. A breakdown of the liability change is found below:

Overfunded Liability Balance 6/30/24	1,572,018
Service Cost	(32,727)
Interest	(527,300)
Experience Loss	(109,229)
Change in Actuarial Assumptions	(156,941)
Contributions from Employer & Employees	21,916
Net Investment Gain	1,021,182
Administrative Expenses	<u>(20,689)</u>
Overfunded Liability Balance 6/30/25	1,768,230

At first glance these numbers do not do a great job of explaining what is happening to the unfunded liability, so further explanation is needed.

Service Cost - This is the anticipated amount of the administrative expenses for the Fiscal Year.

Interest - This is the amount of interest expected to be earned by the plan in Fiscal Year 2025 at the FY25 assumed rate of return (5.60%).

Experience Loss - The plan experienced unexpected demographic changes mostly due to individuals living longer than expected.

Change in Actuarial Assumptions - In Fiscal Year 2025 the plan did experience actuarial changes. The first was a change in the expected rate of return which decreased from 5.84% to 5.60%. This change coupled with the adoption of a new mortality table increased our liability by \$156,941.

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Contributions for Employer and Employees - Represents the amount contributed to the plan by the City and its employees during Fiscal Year 2025 which decreases the liability by \$21,916.

Net Return on Assets - The realized and unrealized returns on the assets within the plan. This decreases our liability for the Fiscal Year because we had \$1,021,182 of net investment income.

Administrative Expenses - The amount that was actually paid for expenses from the plan. This adds to the liability because this represents funds that are not available to pay for future distributions.

#### **Fiscal Year 2025 and Beyond**

Due to our investment results in Fiscal Year 2025, we would suggest staying the course which does not have the city contributing to the Pension Plan. We feel that this will keep us close to our 100% funding status even if the market experiences a significant downturn during the Fiscal Year or in future fiscal years.

It should also be noted that the figures presented in the actuarial report represent a best guess estimate available at this time. Changes in rates of returns, estimates on life spans, and changes to the demographics of the plan can change the liabilities as exhibited in this fiscal year's report. All else considered, the estimates used by the City are fairly conservative and represent a picture that is hopefully close to reality. The council's foresight to adopt these more conservative assumptions and the continuing effort to fund the City's unfunded liability should be commended and will only result in a more favorable position in the future.

Attached to this memo are copies of the actuarial reports for City Council's reference.

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Kevin Plockmeyer, ACM of Infrastructure/City Services and Finance

October 1, 2025

PERSONAL & CONFIDENTIAL

Mr. Kevin Plockmeyer  
City of Zeeland  
21 South Elm Street  
Zeeland, MI 49464-1750

RE: City of Zeeland Pension Plan

Dear Kevin:

Attached to this email is a copy of your pension accounting report for the fiscal year ending June 30, 2025. The accounting report is intended to assist you in complying with Governmental Accounting Standards Board Statement No. 67 (GASB 67) Financial Reporting for Pension Plans, and Statement No. 68 (GASB 68) Accounting and Financial Reporting for Pensions.

If you have any questions or concerns about this report or need additional information, please call me at (616) 742-9242 or email at [tschnabel@watkinsross.com](mailto:tschnabel@watkinsross.com).

Sincerely,



Troy A. Schnabel, FCA, ASA, MAAA  
Enrolled Actuary #23-06116

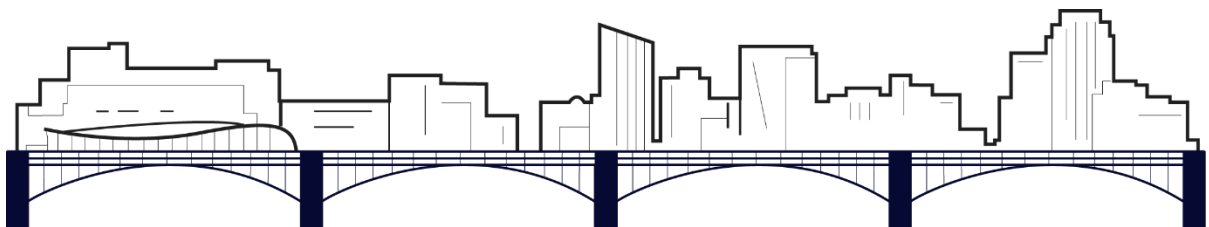
TAS/sgc

Enclosure

# City of Zeeland Pension Plan

## Accounting Report

for the Fiscal Year Ending June 30, 2025  
under GASB Statements 67 & 68



Report presented by:



October 2025

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## INTRODUCTION AND CERTIFICATION

The schedules included in this report have been prepared in order to provide the information necessary to comply with Governmental Accounting Standards Board (GASB) Statement Nos. 67 and 68. This information may, at the discretion of the management of the plan sponsor and its auditor, be used for the preparation of its financial statements. The calculations herein have been made based on our understanding of GASB 67 and 68 and may be inappropriate for other purposes.

The calculations summarized in this report involve actuarial calculations that require assumptions about future events. We believe that the assumptions used in the report are within the range of assumptions that are reasonable and appropriate for the purposes for which they have been used. However, other assumptions are also reasonable and appropriate, and their use would produce different results.

This report is a supplement to the regular annual actuarial valuation report issued under separate cover. The regular report contains additional information and details related to plan provisions and recommended contribution calculations.

This report was prepared on the basis of participant data and asset values as reported to us by the plan sponsor. Watkins Ross relied upon the data as submitted and has no reason to believe that any information which would have a material effect on the results of this valuation, was not considered in the preparation of the report.

The enrolled actuary certifying this report represents himself as meeting the Qualification Standards of the American Academy of Actuaries to render actuarial opinions contained in the report.

**Prepared by:**



Stephen G. Carlson  
Senior Pension Analyst

**Certified by:**



Troy A. Schnabel, FCA, ASA, MAAA  
Enrolled Actuary #23-06116

## PLAN DESCRIPTION

### Summary of Significant Accounting Policies

*Pensions.* For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pension, and pension expenses, information about the fiduciary net position of the City of Zeeland Pension Plan and additions to/deductions from the City's fiduciary net position have been determined on the same basis as the City of Zeeland report them. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

### Plan Description

The City of Zeeland administers the City of Zeeland Pension Plan which is a single-employer defined benefit pension plan that provides pensions for employees of the City who were hired before July 1, 2000 and those who are covered by a collective bargaining agreement that does not provide for participation in the defined contribution plan. Management of the plan is the responsibility of the City of Zeeland Pension Plan Committee (Committee).

### Benefits Provided

The Plan provides retirement and death benefits. A full description of the benefits provided may be found on pages 14 – 15 of this report.

### Summary of Plan Participants

As of June 30, 2025 and June 30, 2024, Retirement Plan membership consisted of the following:

	2025	2024
Inactive plan members receiving benefits	32	33
Inactive members entitled to, not yet receiving benefits	7	7
Active plan members	<u>2</u>	<u>2</u>
Total participants	41	42

### Contributions

Article 9, Section 24 of the Regulations of the State of Michigan constitution requires the financial benefits arising on account of service rendered each year be funded during that year. The City retains an actuary to determine the estimated amount necessary to finance the costs of benefits earned by plan members during the year, with an additional amount to finance any unfunded accrued liability. The Police Department members contribute 1.12% of their compensation to the plan to fund part of the contribution. The City is required to contribute the difference between the actuarially determined amount and the contributions of plan members. For the year ended June 30, 2025, the City's recommended contribution was 0.0% of annual payroll and the City's actual contribution was 10.6% of annual payroll.

## ASSUMPTIONS AND METHODS

The City's pension liability was measured as of July 1, 2025.

### Actuarial Assumptions

The total pension liability was determined by an actuarial valuation as of July 1, 2024 and the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.30%
Salary increases	3.00
Investment rate of return	5.60

Post-retirement mortality rates are the Pub-2016 Public Retirement Plans Mortality Tables for General Employees (annuitant and non-annuitant, sex-distinct) with the 2024 IRS Adjusted Improvement Scale MP-2021.

The long-term expected rate of return on retirement plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of retirement plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the retirement plan's target asset allocation as of June 30, 2025 (see the discussion of the retirement plan's investment policy) are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Domestic Equity	37.50%	4.95%
International Equity	12.50	4.05
Fixed Income	49.00	1.90
Real Estate	0.00	0.00
Cash	1.00	0.90

The sum of each target allocation multiplied by its long-term expected real rate is 3.30%. In addition, inflation of 2.30% is expected. The long-term expected rate of return is the sum of the long-term expected real rate of return plus inflation, or 5.60%.

### Discount Rate

The discount rate used to measure the total pension liability was **5.60%**. The projection of cash flows used to determine the discount rate assumed that plan member contributions will be made at the current contribution rate and that City contributions will be made at rates equal to the most recent recommended contribution expressed as a percentage of covered payroll. Based on those assumptions, the retirement plan's fiduciary net position was projected to be sufficient to make all projected future benefit payments of current plan members. For projected benefits that are covered by projected assets, the long-term expected rate was used to discount the projected benefits. From the year that benefit payments were not projected to be covered by the projected assets (the "depletion date"), projected benefits were discounted at a discount rate reflecting a 20-year AA/Aa tax-exempt municipal bond yield. A single equivalent discount rate that yields the same present value of benefits is calculated. This discount rate is used to determine the Total Pension Liability. The discount rate decreased from July 1, 2024 of 5.84% to July 1, 2025 of 5.60%.

## NET PENSION LIABILITY

### Changes in the Net Pension Liability

	Total Pension Liability (\$) (a)	Plan Fiduciary Net Position (\$) (b)	Net Pension Liability (\$) (a) - (b)
<b>Balance at June 30, 2024</b>	<b>9,379,886</b>	<b>10,951,904</b>	<b>(1,572,018)</b>
<b>Changes during the Year</b>			
Service Cost	32,727		32,727
Interest	527,300		527,300
Experience (Gain)/Loss	109,229		109,229
Change in actuarial assumptions <sup>1</sup>	156,941		156,941
Contributions – Employer		19,813	(19,813)
Contributions – Employee		2,103	(2,103)
Net Investment Income		1,021,182	(1,021,182)
Benefit Payments Including Refunds of Employee Contributions	(766,976)	(766,976)	0
Administrative Expenses		(20,689)	20,689
Other Changes	<u>0</u>	<u>0</u>	<u>0</u>
<b>Total Changes</b>	<b>59,221</b>	<b>255,433</b>	<b>(196,212)</b>
<b>Balance at June 30, 2025</b>	<b>9,439,107</b>	<b>11,207,337</b>	<b>(1,768,230)</b>

### Net Pension Liability – Discount Rate Sensitivities

The following presents the net pension liability (NPL) of the City, calculated using the discount rate of 5.60%, as well as what the City's net pension liability would be if it were calculated using a discount rate that is 1% percentage point lower (4.60%) or 1 percentage point higher (6.60%) than the current rate:

	1% Decrease, 4.60%	Current Discount Rate, 5.60%	1% Increase, 6.60%
Total Pension Liability	\$ 10,339,232	\$ 9,439,107	\$ 8,670,934
Plan Fiduciary Net Position	<u>11,207,337</u>	<u>11,207,337</u>	<u>11,207,337</u>
Net Pension Liability	(868,105)	(1,768,230)	(2,536,403)

### Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued financial report.

<sup>1</sup> The decrease in the discount rate and the change in the mortality table created a \$156,941 loss.

## NET PENSION LIABILITY

### Deferred Inflows and Outflows of Resources Related to Pension Plan

	Deferred Outflows Of Resources (\$)	Deferred Inflows Of Resources (\$)
Differences between expected and actual experience	0	0
Changes of Assumptions	0	0
Net difference between projected and actual earnings	<u>0</u>	<u>282,362</u>
<b>Total</b>	<b>0</b>	<b>282,362</b>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Year Ended June 30,	Amount Recognized (\$)
2026	207,939
2027	(235,144)
2028	(174,366)
2029	(80,791)
2030	0
Thereafter	0

## PENSION EXPENSE

### Components of City's Pension Expense for the Fiscal Year Ending June 30, 2025

Below are the components of the Total Pension Expense:

	Fiscal Year Ending June 30, 2025 (\$)	Fiscal Year Ending June 30, 2024 (\$)
Service Cost	32,727	35,269
Interest on Total Pension Liability	527,300	515,495
Experience (Gains)/Losses	109,229	178,294
Changes of Assumptions	156,941	(479,773)
Employee Contributions	(2,103)	(1,952)
Projected Earnings on Pension Plan Investments	(617,231)	(556,148)
Investment Earnings (Gains)/Losses	(138,686)	(85,204)
Administrative Expenses	20,689	27,028
Other Changes in Fiduciary Net Position	<u>0</u>	<u>0</u>
<b>Total Pension Expense</b>	<b>88,866</b>	<b>(366,991)</b>

## SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION

### Changes in Net Pension Liability and Related Ratios

	Fiscal Year Ending June 30, 2025	Fiscal Year Ending June 30, 2024	Fiscal Year Ending June 30, 2023	Fiscal Year Ending June 30, 2022	Fiscal Year Ending June 30, 2021
<b>Total Pension Liability</b>					
Service Cost	32,727	35,269	41,042	53,562	40,169
Interest	527,300	515,495	479,197	518,838	547,828
Changes of Benefit Terms	0	0	0	0	0
Difference between Expected and Actual Experience	109,229	178,294	(29,845)	(23,991)	144,286
Change of Assumptions	156,941	(479,773)	(901,954)	674,552	542,297
Benefit Payments (Including Refunds of EE Contributions)	(766,976)	(690,211)	(703,562)	(694,520)	(675,647)
Net Change in Total Pension Liability	59,221	(440,926)	(1,115,122)	528,441	598,933
Total Pension Liability – Beginning	9,379,886	9,820,812	10,935,934	10,407,493	9,808,560
Total Pension Liability – Ending (a)	9,439,107	9,379,886	9,820,812	10,935,934	10,407,493
<b>Plan Fiduciary Net Position</b>					
Contributions – Employer	19,813	48,973	48,973	48,973	48,973
Contributions – Employee	2,103	1,952	1,952	1,952	1,952
Net Investment Income	1,021,182	1,024,024	1,024,024	1,024,024	1,024,024
Benefit Payments (Including Refunds of EE Contributions)	(766,976)	(690,211)	(690,211)	(690,211)	(690,211)
Administrative Expenses	(20,689)	(27,028)	(27,028)	(27,028)	(27,028)
Other	0	0	0	0	0
Net Change in Fiduciary Net Position	255,433	357,710	85,726	(2,219,509)	1,727,666
Plan Fiduciary Net Position – Beginning	10,951,904	10,594,194	10,508,468	12,727,977	11,000,311
Plan Fiduciary Net Position – Ending (b)	11,207,337	10,951,904	10,594,194	10,508,468	12,727,977
Net Pension Liability – Ending (a)-(b)	(1,768,230)	(1,572,018)	(773,382)	427,466	(2,320,484)
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	118.7%	116.8%	107.9%	96.1%	122.3%
Covered Employee Payroll	187,769	174,292	232,084	216,487	381,567
Net Pension Liability as Percentage of Payroll	(941.7)%	(901.9)%	(333.2)%	197.5%	(608.1)%

## SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION

### Changes in Net Pension Liability and Related Ratios

	Fiscal Year Ending June 30, 2020	Fiscal Year Ending June 30, 2019	Fiscal Year Ending June 30, 2018	Fiscal Year Ending June 30, 2017	Fiscal Year Ending June 30, 2016
<b>Total Pension Liability</b>					
Service Cost	41,077	41,957	53,470	56,964	72,843
Interest	543,108	525,118	523,640	503,721	503,522
Changes of Benefit Terms	0	0	0	0	0
Difference between Expected and Actual Experience	90,070	19,701	146,855	(86,353)	175,029
Change of Assumptions	85,692	(390,519)	0	1,064,896	122,919
Benefit Payments (Including Refunds of EE Contributions)	(678,563)	(707,427)	(661,647)	(634,676)	(604,295)
Net Change in Total Pension Liability	81,384	(511,170)	62,318	904,552	270,018
Total Pension Liability – Beginning	9,727,176	10,238,346	10,176,028	9,271,476	9,001,458
Total Pension Liability – Ending (a)	9,808,560	9,727,176	10,238,346	10,176,028	9,271,476
<b>Plan Fiduciary Net Position</b>					
Contributions – Employer	460,441	986,318	992,172	861,437	329,543
Contributions – Employee	3,204	3,243	3,036	3,465	3,433
Net Investment Income	735,159	722,412	599,573	783,137	131,817
Benefit Payments (Including Refunds of EE Contributions)	(678,563)	(707,427)	(661,647)	(634,676)	(604,295)
Administrative Expenses	(40,538)	(46,392)	(45,656)	(50,764)	(35,568)
Other	0	0	0	0	0
Net Change in Fiduciary Net Position	479,703	958,154	887,478	962,599	(175,070)
Plan Fiduciary Net Position – Beginning	10,520,608	9,562,454	8,674,976	7,712,377	7,887,447
Plan Fiduciary Net Position – Ending (b)	11,000,311	10,520,608	9,562,454	8,674,976	7,712,377
Net Pension Liability – Ending (a)-(b)	(1,191,751)	(793,432)	675,892	1,501,052	1,559,099
Plan Fiduciary Net Position as a Percentage of Total Pension Liability	112.2%	108.2%	93.4%	85.2%	83.2%
Covered Employee Payroll	346,002	347,544	328,416	394,851	526,928
Net Pension Liability as Percentage of Payroll	(344.4)%	(228.3)%	205.8%	380.2%	295.9%



## SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION

### Schedule of Employer Contributions

	Fiscal Year Ending June 30, 2025	Fiscal Year Ending June 30, 2024	Fiscal Year Ending June 30, 2023	Fiscal Year Ending June 30, 2022	Fiscal Year Ending June 30, 2021
Actuarially Determined Employer Contribution	0	0	494,845	0	0
Employer Contribution	19,813	48,973	51,352	84,960	84,960
Contribution Deficiency/(Excess)	(19,813)	(48,973)	443,493	(84,960)	(84,960)
Covered Employee Payroll	187,769	174,292	232,084	381,567	381,567
Contribution as a Percentage of Covered Payroll	10.6%	28.1%	22.1%	22.3%	22.3%

	Fiscal Year Ending June 30, 2020	Fiscal Year Ending June 30, 2019	Fiscal Year Ending June 30, 2018	Fiscal Year Ending June 30, 2017	Fiscal Year Ending June 30, 2016
Actuarially Determined Employer Contribution	0	202,623	395,473	359,919	371,006
Employer Contribution	460,441	986,318	992,172	861,437	329,543
Contribution Deficiency/(Excess)	(460,441)	(783,695)	(596,699)	(501,518)	41,463
Covered Employee Payroll	346,002	347,544	328,416	394,851	526,928
Contribution as a Percentage of Covered Payroll	133.1%	58.3%	120.4%	91.2%	70.4%

## SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION

### State of Michigan Public Acts 530 and 202 Information

Financial information	2025
Assets (Fiduciary net position)	11,207,337
Liabilities (Total Pension Liability)	9,439,107
Funded ratio for the Plan Year	118.7%
Actuarially Determined Contribution (ADC)	0
Membership	2025
Active members	2
Terminated Vested	7
Retirees and Beneficiaries	32
Investment Performance	2025
Actual rate of return – prior 1-year	9.70%
Actual rate of return – prior 5-years	6.69%
Actual rate of return – prior 10-years	6.71%
Actuarial Assumptions	2025
Actuarially assumed rate of investment return	5.60%
Discount rate	5.60%
Amortization method used for funding unfunded liability	Level \$
Amortization period used for funding unfunded liability	1 year
Is each division closed to new employees	Yes
Uniform Assumptions	2025
Assets using uniform assumptions	11,207,337
Liabilities using uniform assumptions	9,492,827
Funded ratio using uniform assumptions	118.1%
Actuarially Determined Contribution (ADC) using uniform assumptions	0

### PA 202 – Uniform Assumptions

Because the investment return/discount rate assumption used for GASB is lower than the maximum amount allowable under PA 202, the investment return will satisfy both GASB and PA 202. The PA 202 requirement for annual salary increases is a minimum of 3.75% unless a study supports a lower rate. The PA 202 required mortality table is a version of the Pub-2010 mortality tables with future mortality improvement projected generationally using with the 2024 IRS Adjusted Improvement Scale MP-2021 or based on an actuarial experience study conducted within the last five years. The investment manager has provided an expected return of 5.60%, which is lower than 7.00%. We have used a discount rate of 5.60% and salary scale of 3.75% for PA 202. The mortality table used was Pub-2010 Public Retirement Plans Mortality Tables for General Employees (annuitant and non-annuitant, sex-distinct) with the 2024 IRS Adjusted Improvement Scale MP-2021.

## SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION

### Assumptions Used in Calculation of Actuarially Determined Contribution

**Valuation Date** July 1, 2024

#### Actuarial Methods

Cost method	Entry Age Normal (level percentage of compensation)
Asset valuation method	Equal to market value of assets
Amortization method	Spread gain/loss
Amortization period	Asset gain/loss: 5 years Non-asset plan gain/loss: Future service of all participants

#### Actuarial Assumptions

**Retirement age** – 55 for police after June 30, 2004 (58 prior to that date); 62 for all other active participants

Rationale – Consistent with normal retirement eligibility

**Discount rate** – 5.84% for June 30, 2023 contribution and June 30, 2023 liability

Rationale – Based on long-term expected rate of return

**Investment rate of return** – 5.42% per year

Rationale – Based on asset allocation and return expectations provided by investment advisor

**Salary scale** – 3.0% annual increases

Rationale – Based on historical salary increase experience

**Mortality table** – Pub-2010 Public Retirement Plans Mortality Tables for General Employees (annuitant and non-annuitant, sex-distinct) with 2024 IRS Adjusted Improvement Scale MP-2021

Rationale – Mortality tables from the most recent study published by the Society of Actuaries using only data from public pension plans

**Turnover rates** – None

Rationale - As a small, closed, experienced active group, it is unlikely that participants will leave employment prior to attaining normal retirement

**Disability rates** – None

Rationale – As a small, closed, active group, the collective likelihood of disability prior to attaining normal retirement is low

**Marriage assumption** – 100% of all active participants are assumed to be married

Rationale – Resulting adjustments are actuarially equivalent to the normal form of payment

#### Changes Since Prior Valuation

- **Interest Rate** – The interest rate was increased from 5.42% to 5.84%.
- **Mortality Table** – The mortality table remained unchanged with the Pub-2010 Public Retirement Plans Mortality Tables for General Employees.
- **Improvement Scale** – The improvement scale was changed from Improvement Scale MP-2021 to the 2024 IRS Adjusted Improvement Scale MP-2021
- **Other** – None

## SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION

### Schedule of Difference between Actual and Expected Experience

Year Ended June 30,	Difference Between Expected and Actual Experience	Recognition Period (Years)	Amount Recognized in Year Ended June 30,							Deferred Outflow of Resources	Deferred Inflow of Resources
			2025	2026	2027	2028	2029	2030	2031+		
2016	175,029	1.13	0	0	0	0	0	0	0	0	0
2017	(86,353)	1.00	0	0	0	0	0	0	0	0	0
2018	146,855	1.00	0	0	0	0	0	0	0	0	0
2019	19,701	1.00	0	0	0	0	0	0	0	0	0
2020	90,070	1.00	0	0	0	0	0	0	0	0	0
2021	144,286	1.00	0	0	0	0	0	0	0	0	0
2022	(23,991)	1.00	0	0	0	0	0	0	0	0	0
2023	(29,845)	1.00	0	0	0	0	0	0	0	0	0
2024	178,294	1.00	0	0	0	0	0	0	0	0	0
2025	109,229	1.00	109,229	0	0	0	0	0	0	0	0
Net Recognized in Pension Expense			109,229	0	0	0	0	0	0	0	0

### Schedule of Changes in Assumptions

Year Ended June 30,	Changes in Assumptions	Recognition Period (Years)	Amount Recognized in Year Ended June 30,							Deferred Outflow of Resources	Deferred Inflow of Resources
			2025	2026	2027	2028	2029	2030	2031+		
2016	122,919	1.13	0	0	0	0	0	0	0	0	0
2017	1,064,896	1.00	0	0	0	0	0	0	0	0	0
2018	0	1.00	0	0	0	0	0	0	0	0	0
2019	(390,519)	1.00	0	0	0	0	0	0	0	0	0
2020	85,692	1.00	0	0	0	0	0	0	0	0	0
2021	542,297	1.00	0	0	0	0	0	0	0	0	0
2022	674,552	1.00	0	0	0	0	0	0	0	0	0
2023	(901,954)	1.00	0	0	0	0	0	0	0	0	0
2024	(479,773)	1.00	0	0	0	0	0	0	0	0	0
2025	156,941	1.00	156,941	0	0	0	0	0	0	0	0
Net Recognized in Pension Expense			156,941	0	0	0	0	0	0	0	0

SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION

Schedule of Differences between Projected and Actual Earnings on Pension Plan Investments

Year Ended June 30,	Difference Between Expected and Actual Earnings on Pension Assets	Recognition Period (Years)	Amount Recognized in Year Ended June 30,					Deferred Outflow of Resources	Deferred Inflow of Resources
			2025	2026	2027	2028	2029		
2021	(1,733,133)	5	(346,625)					0	0
2022	2,215,405	5	443,081	443,081				443,081	0
2023	(303,887)	5	(60,777)	(60,777)	(60,779)			0	(121,556)
2024	(467,876)	5	(93,575)	(93,575)	(93,575)	(93,576)		0	(280,726)
2025	(403,951)	5	(80,790)	(80,790)	(80,790)	(80,790)	(80,790)	0	(323,161)
Net Recognized in Pension Expense			(138,686)	207,939	(235,144)	(174,366)	(80,791)	443,081	(725,443)

Total Deferred Outflow/(Inflow) of Resources

	Amount Recognized in Year Ended June 30,					
	2026	2027	2028	2029	2030	2031+
Total Deferred Outflow/(Inflow) of Resources	207,939	(235,144)	(174,366)	(80,791)	0	0

## SUMMARY OF PLAN PROVISIONS

<b>Plan name</b>	City of Zeeland Pension Plan
<b>Plan effective date</b>	July 1, 1967
<b>Most recent amendment effective date (execution date)</b>	July 1, 2015 (Amendment 2016-1 executed June 6, 2016)
<b>Eligibility provisions:</b>	
Participation	Employee of the employer customarily working 25 hours or more per week; employees whose date of employment is on or after July 1, 2000 shall be ineligible to participate unless covered by a collective bargaining agreement which does not provide for participation in the Defined Contribution Plan; prior non-police Employees were eligible to elect coverage under the Defined Contribution Plan at June 30, 2000 or December 31, 2000
Normal retirement	After 5 years of participation age 55 for police (58 prior to July 1, 2004); age 62 for all others
Early retirement	After 10 years of credited service age 55
Late retirement	Retirement after normal retirement date
Vesting schedule	50% after 5 years of vested service graduated to 100% after 10 years (10% per year)
Pre-retirement death - surviving spouse annuity	Spousal death benefit to the extent vested
<b>Benefit amounts:</b>	
Normal retirement	2.25% of average monthly compensation multiplied by years of benefit service for police; 2% of average monthly compensation multiplied by years of benefit service for all others; union police permitted individually to elect a 2.5% benefit multiplier if they make contributions toward it, but to date no one has elected this
Minimum benefit	None
Maximum benefit	IRC Section 415 limits
Early retirement	Accrued benefit payable at normal retirement date; or a reduced benefit if payment commences prior to such date
Late retirement	Greater of accrued benefit based on compensation and service to actual retirement date or actuarial equivalent of the normal retirement benefit

## SUMMARY OF PLAN PROVISIONS

Vested termination	Applicable percentage of accrued benefit payable at normal retirement date
Pre-retirement death - surviving spouse annuity	50% of the benefit that would have been payable to the participant under the Joint and 50% Survivor form of payment, had the participant terminated employment the day before death occurred

### Definitions:

Accrued benefit	An amount equal to the normal retirement benefit calculated using average compensation and benefit service at date of determination
Actuarial equivalence:	
For lump sums	IRC §417(e) applicable mortality and interest rates for the month of May that is immediately prior to the plan year of distribution
For all other purposes	Unisex Pension - 1984 Mortality Table; 7% interest
Average compensation	Average of the 5 highest paid consecutive plan years out of the last 10 plan years
Entry dates	Date of employment with the employer
Years of service for:	
Eligibility purposes	None
Vesting purposes	Any plan year in which 1,000 hours are credited
Benefit purposes	Any plan year in which 1,000 hours are credited
Unreduced payment form	Life annuity
Optional payment forms	Period certain and life, Joint and Survivor, lump sum for amounts less than \$5,000
Return of contributions	A participant who terminates employment prior to retirement date may elect to receive his contributions plus interest thereon; if so, no longer is entitled to a pension under the plan, subject to repayment conditions
Employee contribution rates:	
Police only	After July 1, 2004, the contribution rate for police officers is 1.12% of compensation

<b>Changes since prior valuation</b>	None
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## GLOSSARY

A number of specific terms and concepts are used in connection with pension plans and the pension accounting report. The following list reviews a number of these terms and provides a brief discussion of their meaning.

**Accrued Benefit** - Each participant has an accrued benefit under the plan. This is the amount of monthly benefit already earned. It is based on past employment with the company and is payable at normal retirement.

**Actuarial Cost Method** - This is a mathematical formula which is used to allocate the present value of projected benefits to past and future plan years.

**Amortization** – The difference between actual and expected investment returns, the difference between actual and expected experience, and the impact of any plan or assumption changes will be amortized and paid over future years.

**Depletion Date (Cross-over Point)** – The projected date (if any) when plan assets, including future contributions, are no longer sufficient to pay Projected Benefit Payments to current members.

**Long-term expected rate of return** – The rate of return based on the nature and mix of current and expected plan investments and over the time period from when an employee is hired to when all benefits to the employee have been paid.

**Market Value of Assets Date** – The market value of all assets in the fund including any accrued contribution for the previous plan year, which was not paid by the end of the year.

**Measurement Date** – The date the Total Pension Liability, Fiduciary Net Position, and Net Pension Liability are determined. For GASB 67, the measurement date is the plan's current fiscal year end.

**Net Pension Liability (NPL)** – The Total Pension Liability less the Plan Fiduciary Net Position.

**Plan Fiduciary Net Position** – The market value of plan assets as of the measurement date.

**Pension Expense (PE)** – The change in the Net Pension Liability (NPL) recognized in the current measurement period. Changes to the NPL not fully recognized in a given year's pension expense will be maintained as deferred inflows and deferred outflows. These will be recognized incrementally in the pension expense over time.

**Present Value** - The present value of a future payment or a series of payments is the amount of each payment, discounted to recognize the time value of money, and further reduced for the probability that the payment might not be made because of death, disability or termination of employment.

**Present Value of Accumulated Benefits** - The discounted value of all monthly benefit payments due in the future, based on current accrued benefits.

**Present Value of Vested Accumulated Benefits** - The discounted value of all monthly benefit payments due in the future, based on current vested benefits.

**Projected Benefit Obligation** - The value of benefits earned to the measurement date, but based on anticipated salary levels at retirement, computed in accordance with GAAP accounting rules.

**Projected Benefit Payments** – All benefits projected to be payable to current active and inactive employees as a result of their past service and their expected future service.

**Real Rate of Return** – The rate of return on an investment after the adjustment to eliminate inflation.

**Service Cost** - The value of benefits earned during the current year computed in accordance with GAAP accounting rules.

**Single Equivalent Discount Rate** – The single rate that gives the same total present value as discounting the Projected Benefit Payments with the long-term expected rate of return until the Depletion Date and discounting any remaining Projected Benefit Payments with the yield on a 20-year AA/Aa tax-exempt municipal bond index.

**Total Pension Liability (TPL)** – The actuarial present value of the accrued benefit determined under the entry age actuarial cost method calculated using the Blended Single Equivalent Discount Rate.





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## INTEROFFICE MEMORANDUM

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TO: Mayor Klynstra and City Council Members  
FROM: Kevin Plockmeyer, ACM of Infrastructure/City Services and Finance  
SUBJECT: Fiscal Year 2023 OPEB Report  
DATE: November 3, 2023  
CC: City Council Work Study November 6, 2023

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At the end of each fiscal year, the City's actuary, Watkins & Ross, evaluates the City's Defined Benefit Retiree Health Insurance (OPEB) Plan and issues a report regarding the plan's financial health. This memo outlines the information contained in this report and gives a summary as to the overall financial health of the plan.

### **Plan Assets**

At the beginning of Fiscal Year 2025, the City of Zeeland's OPEB Plan had an asset balance of \$2,500,041 and at the end of Fiscal Year 2025, the account balance increased to \$2,769,781. This increase in assets is broken down follows:

#### Income

Investment Income	<u>\$271,696</u>
Total Income	\$275,601

#### Distributions

Distribution from Plan to Health Fund	\$ 89,400
Plan Expenses	<u>\$ 2,556</u>
Total Distributions	\$ 91,956

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### **Unfunded Liability**

An OPEB plan's unfunded liability is a good indicator as to the financial health of an OPEB plan. A plan's unfunded liability measures the difference between the amount the plan is expecting to distribute in the future less the future value of the assets available to fund these distributions. While most OPEB plans face an unfunded liability, the City of Zeeland's OPEB plan is overfunded. In Fiscal Year 2025, the City's OPEB plan went from an overfunded status of \$632,484 to an overfunded status of \$1,061,540 or 165.6% funded. A breakdown of this change is found below:

Overfunded Balance 6/30/24	632,484
Service Cost	(7,038)
Interest	(91,679)
Experience Gain	250,018
Change in Actuarial Assumptions	8,615
Net Return on Assets	271,696
Administrative Expenses	<u>(2,556)</u>
Overfunded Balance 6/30/25	1,061,540

At first glance these numbers do not do a great job of explaining what is happening to the overfunded liability, so further explanation is needed.

Service Cost - This is the value of the benefit earned during the current year.

Interest - This is the amount of interest expected to be earned by the plan in Fiscal Year 2025 at the Fiscal Year 2025 assumed rate of return (5.01%) based on the total OPEB Liability. We decided to maintain this interest rate for another consecutive year. Our investment advisors (Mission Square) suggested rate close to 6.5% which both City Staff and our accountants thought was overly aggressive, so we chose to maintain a more conservative rate.

Change in Actuarial Assumptions - Fiscal Year 2024 experienced one change in actuarial assumptions that impacted our statements this year. This change was to reflect the most up-to-date mortality tables.

Experience Gain/Loss - Actual events during the Fiscal Year which resulted in a gain. Fewer retirees are electing to take the coverage (especially spouses) are electing to take the coverage and the cost for the health insurance coverage are not as much as we expected.

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Net Return on Assets - The realized and unrealized returns on the assets within the plan decreased our liability for Fiscal Year 2025 because the plan experienced positive returns.

Administrative Expenses - The amount that was paid for plan expenses.

### **Fiscal Year 2025 and Beyond**

The City of Zeeland has been dedicated to maintaining a fully funded status for its Retiree Health Insurance Plan as indicated by the plan's 165.6% funded status. Our overfunded status increased because of the return on investments being much higher than expected and because of the actual plan experience. This being the case, we recommend maintaining our current course, which is paying for Retiree Health Insurance benefits from the plan and not making any additional contributions to the plan. Maintaining a funding status near 100% is important because an underfunded plan represents a possible difficulty making future payments and overfunding could present problems in the future because unused trust assets may be difficult to absorb back into the City, and the current course will help us align with this desire.

The actuarial report is attached, and it should be noted that the figures presented in the report represent a best guess estimate available at this time. Changes in rates of returns, estimates on life spans, and changes to the demographics of the plan can change the liabilities as exhibited in this fiscal year's report. All else considered, the estimates used by the City are fairly conservative and represent a picture that is hopefully close to reality. The council's foresight to adopt these more conservative assumptions and the continuing effort to fund the City's OPEB Plan should be commended and will only result in a more favorable position in the future.

---

Kevin Plockmeyer, ACM of Infrastructure/City Services and Finance

October 20, 2025

PERSONAL & CONFIDENTIAL

Mr. Kevin Plockmeyer  
City of Zeeland  
21 South Elm Street  
Zeeland, MI 49464-1783

RE: City of Zeeland Retiree Medical Plan

Dear Kevin:

Transmitted via email, this is a copy of your OPEB accounting report for the fiscal year ending June 30, 2025. This information is intended to assist you in complying with Governmental Accounting Standards Board Statement No. 74 (GASB 74) Financial Reporting for Postemployment Benefit Plans Other than Pension Plans, and Statement No. 75 (GASB 75) Accounting and Financial Reporting for Postemployment Benefits Other than Pensions.

If you have any questions about this report, please call me at (616) 742-9244.

Sincerely,



Christian R. Veenstra, FCA, ASA, MAAA  
President / Enrolled Actuary

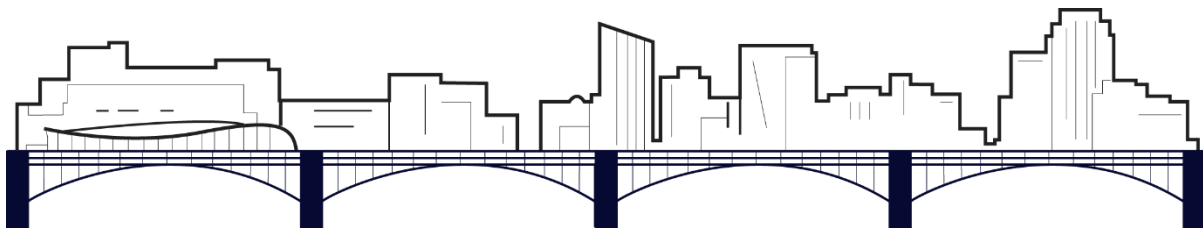
Enclosure

# City of Zeeland

## Retiree Medical Plan

### Accounting Report

for the Period Ending June 30, 2025  
under GASB Statement 74 & 75



WATKINS ROSS | 200 OTTAWA AVE N.W. | SUITE 600 | GRAND RAPIDS, MI 49503 | 616.456.9696

Report presented by:



October 2025

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## INTRODUCTION AND CERTIFICATION

The schedules included in this report have been prepared to provide the information necessary to comply with Governmental Accounting Standards Board (GASB) Statement Nos. 74 and 75. This information may, at the discretion of the management of the plan sponsor and its auditor, be used for the preparation of its financial statements. The calculations herein have been made based on our understanding of GASB 74 and 75 and may be inappropriate for other purposes.

The calculations summarized in this report involve actuarial calculations that require assumptions about future events. We believe that the assumptions used in the report are within the range of possible assumptions that are reasonable and appropriate for the purposes for which they have been used. However, other assumptions are also reasonable and appropriate, and their use would produce different results.

This report contains additional information and details related to plan provisions and recommended contribution calculations.

This report was prepared based on participant data and asset values as reported to us by the plan sponsor. Watkins Ross relied upon the data as submitted and has no reason to believe that any information which would have a material effect on the results of this valuation, was not considered in the preparation of the report.

The actuary certifying this report represents himself as meeting the Qualification Standards of the American Academy of Actuaries to render actuarial opinions contained in the report.

**Prepared by:**

**Reviewed and Certified by:**



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Shane Gladinus  
Actuarial Analyst



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Esther Peterson, ASA, EA, MAAA  
Consulting Actuary



## COMMENTS

### **Purpose of Governmental Accounting Standards Board (GASB) Reporting**

The objective of GASB is to provide guidelines and requirements for accounting and financial reporting by state and local governments for postemployment benefits other than pensions (OPEB). This statement establishes standards for recognizing and measuring liabilities, deferred inflows and outflows of resources and methods and assumptions that are required to be used to project benefit payments and discount those payments to their actuarial present value.

### **State of Michigan Public Act 202**

Public Act 202 (PA 202) was drafted to address the underfunded status of pension and retiree healthcare plans of local governments in Michigan. Accordingly, PA 202 included transparency and funding requirements. In addition, in order that the plans' funded status be reported on a consistent basis, Uniform Assumptions were published. While all of the Uniform Assumptions have a sound and reasonable basis, some might not be appropriate for each plan and therefore may be different than what is used for funding. Additionally, some of the assumptions may differ from what is required for reporting under GASB.

### **PA 202 further requires that plans covering 100 or more Plan Members – active and inactive:**

- 1. At least every 5 years, the local unit of government (city, village, township, county, county road commission or other districts, authorities created by the state or 1 or more these entities) shall have an actuarial experience study conducted by the plan actuary for each retirement system of the local unit of government and**
- 2. At least every 8 years, the local unit of government shall do at least 1 of the following:**
  - a. Have a peer actuarial audit conducted by an actuary that is not the plan actuary**
  - b. Replace the plan actuary**

**Actuarial Experience Study** – Not applicable because the Plan has fewer than 100 members

### **Changes in Actuarial Assumptions, Plan Changes and Expected Actuarial Experience**

There was a gain to the plan of \$250,018, due to demographics and changes in premiums. The combination of actuarial assumption changes, described in the "Assumptions and Methods for Calculation of Actuarially Determined Contribution" section of this report, generated a decrease in liability of \$8,615.

## PLAN DESCRIPTION

### Summary of Significant Accounting Policies

For purposes of measuring the net Other Post-Employment Benefits (OPEB) liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expenses, information about the fiduciary net position of the City of Zeeland Retiree Medical Plan and additions to/deductions from the City's fiduciary net position have been determined on the same basis as they are reported by the City of Zeeland. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

### Plan Description

**City of Zeeland Retiree Medical Plan** is a single employer plan established and administered by **City of Zeeland** and can be amended at its discretion.

### Benefits Provided

A summary of the benefits provided is available in the Plan Provisions section of the report.

### Summary of Plan Participants

As of June 30, 2025, Retirement Plan membership consisted of the following:

	6/30/2023	6/30/2025
Active members	12	9
Inactive members	0	0
Retirees and beneficiaries	30	27
Total members	42	36

### Contributions

The City of Zeeland Retiree Medical Plan was established and is being funded under the authority of the City. The plan's funding policy is that the City will maintain 100% funding. Currently, benefit payments are made from the trust. There are no long-term contracts for contributions to the plan.

## ASSUMPTIONS AND METHODS

The City of Zeeland's OPEB liability was measured as of June 30, 2025.

### Actuarial Assumptions

The total OPEB liability was determined by an actuarial valuation as of June 30, 2025. The following actuarial assumptions were used in the measurement:

Inflation	2.50%
Salary increases	3.0% (for purpose of allocating liability)
Investment rate of return	6.44% (including inflation)
20-year Aa Municipal bond rate	4.81%
Mortality	Public General 2016 Employee and Healthy Retiree, Headcount weighted
Improvement Scale	IRS 2024 Adjusted Scale MP-2021

The long-term expected rate of return on retirement plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of retirement plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the retirement plan's target asset allocation are summarized in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Global Equity	51.8%	7.64%
Global Fixed Income	5.5%	8.50%
Private Assets	42.7%	4.71%

The sum of each target allocation times its long-term expected real rate, plus inflation, is 6.44%.

### Discount Rate

The discount rate used to measure the total OPEB liability was 5.01%. The projection of cash flows used to determine the discount rate assumed that the City will make no further contributions to the trust. Based on this assumption, the retirement plan's fiduciary net position was projected to be sufficient to make all projected future benefit payments of current plan members. For projected benefits that are covered by projected assets, the long-term expected rate was used to discount the projected benefits. From the year that benefit payments were not projected to be covered by the projected assets (the "depletion date", not applicable for this plan), projected benefits were discounted at a discount rate reflecting a 20-year AA/Aa tax-exempt municipal bond yield. A single equivalent discount rate that yields the same present value of benefits is calculated. Although the calculated discount rate was 6.44%, the City has elected to use a more conservative approach and keep the discount rate at 5.01%. This discount rate is used to determine the Total OPEB Liability. As of June 30, 2024 the discount rate used to value OPEB liabilities was 5.01%.

## RECONCILIATION AND RECOGNITION OF NET OPEB LIABILITY

### Changes in the Net OPEB Liability

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (a) - (b)
<b>Balance at June 30, 2024</b>	\$1,867,557	\$2,500,041	\$(632,484)
<b>Changes during the Year</b>			
Service Cost	7,038		7,038
Interest	91,679		91,679
Experience (Gains)/Losses	(250,018)		(250,018)
Change in plan terms	0		0
Change in actuarial assumptions	(8,615)		(8,615)
Contributions to OPEB trust		0	0
Contributions/benefit from general operating funds		0	0
Employee Contributions		0	0
Net Investment Income		271,696	(271,696)
Benefit Payments; Including Refunds of Employee Contributions	(89,400)	(89,400)	0
Administrative Expenses		(2,556)	2,556
Other Changes		0	0
<b>Total Changes</b>	<b>(249,316)</b>	<b>179,740</b>	<b>(429,056)</b>
<b>Balance at June 30, 2025</b>	<b>\$1,618,241</b>	<b>\$2,679,781</b>	<b>\$(1,061,540)</b>

### Net OPEB Liability – Discount and Trend Rate Sensitivities

The following presents the net OPEB liability (NOL) of the City, calculated using trend and discount rates 1% higher and lower than base assumptions:

Discount	1% Decrease	Current Rate	1% Increase
Total OPEB Liability	\$1,778,011	\$1,618,241	\$1,481,465
Plan Fiduciary Net Position	2,679,781	2,679,781	2,679,781
Net OPEB Liability	\$(901,770)	\$(1,061,540)	\$(1,198,316)

Trend	1% Decrease	Current Rate	1% Increase
Total OPEB Liability	\$1,482,399	\$1,618,241	\$1,775,851
Plan Fiduciary Net Position	2,679,781	2,679,781	2,679,781
Net OPEB Liability	\$(1,197,382)	\$(1,061,540)	\$(903,930)

## RECONCILIATION AND RECOGNITION OF NET OPEB LIABILITY

### OPEB Expense

Below are the components of the Total OPEB Expense:

	Fiscal Year Ending 06/30/2025
Service Cost	\$7,038
Interest on Total OPEB Liability	91,679
Experience (Gains)/Losses	(250,018)
Changes in Plan Terms	0
Changes in Assumptions	(8,615)
Employee Contributions	0
Projected Earnings on OPEB Plan Investments	(122,949)
Investment Earnings (Gains)/Losses	(69,294)
Administrative Expenses	2,556
Other Changes in Fiduciary Net Position	0
<b>Total OPEB Expense</b>	<b>\$(349,603)</b>

### OPEB Plan Fiduciary Net Position

The OPEB Plan Fiduciary Net Position as of June 30, 2025 is \$2,679,781.

### Deferred Inflows and Outflows of Resources Related to OPEB Plan

	Deferred Outflows Of Resources	Deferred Inflows Of Resources
Experience (Gains)/Losses	0	0
Changes of Assumptions	0	0
Investment Earnings (Gains)/Losses	0	171,138
<b>Total</b>	<b>\$0</b>	<b>\$171,138</b>

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended June 30,	Amount Recognized
2026	\$(2,143)
2027	(77,125)
2028	(62,119)
2029	(29,751)
2030	0
Thereafter	0

## RECONCILIATION AND RECOGNITION OF NET OPEB LIABILITY

### Reconciliation of Net OPEB Liability

	Net OPEB Liability
Net OPEB Liability June 30, 2024	\$(632,484)
Total OPEB expense	(349,603)
Contributions	0
Change in deferred outflows of resources	0
Change in deferred inflows of resources	(79,453)
<b>Net OPEB Liability June 30, 2025</b>	<b>\$(1,061,540)</b>

### Total OPEB Liability by Participant Status

	Total OPEB Liability
Active participants	\$588,951
Inactive participants	0
Retirees and beneficiaries	1,029,290
<b>Total OPEB Liability</b>	<b>\$1,618,241</b>

## SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION

### Description of Actuarially Determined Contributions

Although not required as part of GASB reporting, we have included an Actuarially Determined Contribution in order to provide information for funding. This recommended contribution is designed to eventually fund your plan enough that you can pay retiree benefits directly from the trust instead of general operating funds. The amortization period is based on average future working years for active employees.

Actuarially Determined Contribution (ADC) <sup>1</sup>	Fiscal Year Ending June 30,	
	2026	2025
Discount rate	5.01%	5.01%
Amortization period	3 years	4 years
Amortization method	Level \$	Level \$
Service cost	7,119	7,038
Amortization of Net OPEB Liability	(371,279)	(169,898)
Interest to end of year	(18,244)	(8,159)
Total ADC	\$0	\$0

PA 202 was issued by the State of Michigan and requires the calculation of other “contribution” amounts. These are

1. The Actuarially Determined Contribution (ADC) using Assumptions for financial reporting and
2. The minimum required amount to be deposited into an OPEB trust

The first of these contributions as shown above, \$0, is an amount required to be reported to the State of Michigan and may be used to determine whether a Corrective Action Plan (CAP) must be adopted if one hasn’t yet been implemented. *It is not a required contribution.*

The second of these numbers is the actual minimum amount the State of Michigan requires you to deposit into a trust and it is based on the normal cost (actuarially calculated) for those covered by your plan and hired after June 30, 2018. Because your plan is closed to new hires, this requirement is not applicable.

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<sup>1</sup> ADC for 2025 and 2026 is based on actuarial assumptions consistent with reporting as of June 30, 2024 and June 30, 2025, respectively.

## SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION

### State of Michigan Public Acts 530 and 202 Information

Financial information	2025
Assets (Fiduciary net position)	2,679,781
Liabilities (Total OPEB Liability)	1,618,241
Funded ratio for the Plan Year	165.60%
Actuarially Determined Contribution	\$0
Is ADC calculated in compliance with No. Letter 2018-3?	Yes

Membership	2025
Number of active members	9
Number of inactive members	0
Number of retirees and beneficiaries	27
Premiums paid on behalf of the retirants	\$0

Investment Performance
This information is available from the Investment Manager

Actuarial Assumptions	2025
Actuarially assumed rate of investment return	6.44%
Discount rate	5.01%
Amortization method used for funding unfunded liability	Level \$
Amortization period used for funding unfunded liability	4 years
Is each division closed to new employees	Yes
Healthcare inflation assumption next year	7.50%
Healthcare inflation assumption - long term	4.50%

Uniform Assumptions	2025
Actuarial value of assets using uniform assumptions	2,679,781
Actuarial accrued liability using uniform assumptions	1,618,214
Funded ratio using uniform assumptions	165.60%
Actuarially Determined Contribution (ADC) using uniform assumptions	\$0



## SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION

### Changes in Net OPEB Liability and Related Ratios

Fiscal Year Ending	06/30/2025	06/30/2024	06/30/2023	06/30/2022	06/30/2021
<b>Total OPEB Liability</b>					
Service Cost	\$7,038	\$7,012	\$12,866	\$19,916	\$15,997
Interest	91,679	94,023	109,084	101,136	107,827
Changes of Benefit Terms	0	0	0	0	0
Difference between Expected and Actual Experience	(250,018)	(38,570)	(339,064)	(39,339)	44,657
Change of Assumptions	(8,615)	(19,906)	5,764	(159,524)	379,939
Benefit Payments (Including Refunds of Employee Contributions)	(89,400)	(89,400)	(77,426)	(80,438)	(86,015)
Net Change in Total OPEB Liability	(249,316)	(46,841)	(288,776)	(158,249)	462,405
Total OPEB Liability – Beginning	1,867,557	1,914,398	2,203,174	2,361,423	1,899,018
Total OPEB Liability – Ending (a)	\$1,618,241	\$1,867,557	\$1,914,398	\$2,203,174	\$2,361,423
<b>Plan Fiduciary Net Position</b>					
Contributions to OPEB trust	\$0	\$0	\$0	\$0	\$0
Contributions/benefit payments made from general operating funds	0	0	0	0	0
Net Investment Income	271,696	275,601	184,139	(265,413)	460,553
Benefit Payments (Including Refunds of Employee Contributions)	(89,400)	(89,400)	(77,426)	(80,438)	(86,015)
Administrative Expenses	(2,556)	(2,330)	(2,256)	(2,575)	(2,327)
Other	0	0	(11,974)	(8,962)	(3,385)
Net Change in Fiduciary Net Position	179,740	183,871	92,483	(357,388)	368,826
Plan Fiduciary Net Position – Beginning	2,500,041	2,316,170	2,223,687	2,581,075	2,212,249
Plan Fiduciary Net Position – Ending (b)	2,679,781	2,500,041	2,316,170	2,223,687	2,581,075
<b>Net OPEB Liability – Ending (a)-(b)</b>	<b>\$(1,061,540)</b>	<b>\$(632,484)</b>	<b>\$(401,772)</b>	<b>\$(20,513)</b>	<b>\$(219,652)</b>
Plan Fiduciary Net Position as a Percentage of Total OPEB Liability	165.60%	133.87%	120.99%	100.93%	109.30%
Covered Employee Payroll	\$807,756	\$780,432	\$870,963	\$870,330	\$1,033,597
Net OPEB Liability as Percentage of Payroll	(131.4)%	(81.0)%	(46.1)%	(2.4)%	(21.3)%
<b>Actuarially Determined Contribution</b>					
Employer Contribution/benefit payments	0	0	0	0	0
Contribution Deficiency/(Excess)	\$0	\$0	\$5,977	\$0	\$0
ADC as a Percentage of Covered Payroll	0.0%	0.0%	0.7%	0.0%	0.0%
Employer Contribution as a Percentage of Covered Payroll	0.0%	0.0%	0.0%	0.0%	0.0%

## SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION

### Changes in Net OPEB Liability and Related Ratios

Fiscal Year Ending	06/30/2020	06/30/2019	06/30/2018	06/30/2017
<b>Total OPEB Liability</b>				
Service Cost	\$15,735	\$19,889	\$26,901	\$25,706
Interest	106,388	102,506	93,941	86,995
Changes of Benefit Terms	0	0	0	0
Difference between Expected and Actual Experience	(9,978)	(5,158)	(12,418)	0
Change of Assumptions	0	(18,800)	(196,791)	113,027
Benefit Payments (Including Refunds of Employee Contributions)	(88,819)	(92,950)	(69,500)	(85,640)
Net Change in Total OPEB Liability	23,326	5,487	(157,867)	140,088
Total OPEB Liability – Beginning	1,875,692	1,870,205	2,028,072	1,887,984
Total OPEB Liability – Ending (a)	\$1,899,018	\$1,875,692	\$1,870,205	\$2,028,072
<b>Plan Fiduciary Net Position</b>				
Contributions to OPEB trust	\$3,840	\$10,935	\$26,421	\$91,066
Contributions/benefit payments made from general operating funds	0	0	0	0
Net Investment Income	91,136	111,936	126,595	192,931
Benefit Payments (Including Refunds of Employee Contributions)	(88,819)	(92,950)	(69,500)	(85,640)
Administrative Expenses	(2,208)	(2,171)	(2,181)	(1,723)
Other	(10,165)	0	0	(1)
Net Change in Fiduciary Net Position	(6,216)	27,750	81,335	196,633
Plan Fiduciary Net Position – Beginning	2,218,465	2,190,715	2,109,380	1,912,747
Plan Fiduciary Net Position – Ending (b)	2,212,249	2,218,465	2,190,715	2,109,380
<b>Net OPEB Liability – Ending (a)-(b)</b>	<b>\$(313,231)</b>	<b>\$(342,773)</b>	<b>\$(320,510)</b>	<b>\$(81,308)</b>
<b>Plan Fiduciary Net Position as a Percentage of Total OPEB Liability</b>	<b>116.5%</b>	<b>118.3%</b>	<b>117.1%</b>	<b>104.0%</b>
Covered Employee Payroll	\$1,065,340	\$1,070,573	\$1,377,623	\$1,422,733
<b>Net OPEB Liability as Percentage of Payroll</b>	<b>(29.4)%</b>	<b>(32.0)%</b>	<b>(23.3)%</b>	<b>(5.7)%</b>
<b>Actuarially Determined Contribution</b>	<b>\$0</b>	<b>(40,337)</b>	<b>\$(706)</b>	<b>\$14,273</b>
Employer Contribution/benefit payments	(3,840)	(10,935)	(26,421)	(91,066)
Contribution Deficiency/(Excess)	\$(3,840)	\$(51,727)	\$(27,127)	\$(76,793)
ADC as a Percentage of Covered Payroll	0.0%	(3.8)%	(0.1)%	1.0%
Employer Contribution as a Percentage of Covered Payroll	0.4%	1.0%	1.9%	6.4%

## SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION

### Assumptions and Methods for Calculation of Actuarially Determined Contribution

**Valuation date** June 30, 2025

**Measurement date** June 30, 2025

**Reporting date** June 30, 2025

#### Actuarial Methods

Cost method Entry Age Normal (level percentage of compensation)

Asset valuation method Market value

#### Actuarial Assumptions

**Discount Rate** – 5.01% for 2025 liability and the 2025 and 2026 contributions

Rationale – Per input from the City

**20-year Aa Municipal Bond Rate** – 4.81%

Rationale – S&P Municipal Bond 20-Year High Grade Rate Index as of June 30, 2024

**Salary Scale** – 2.00% (for purpose of allocating liability)

Rationale – Per employer expectations

**Return on Plan Assets** – 6.44% (including inflation)

Rationale – Provided by investment manager

**Mortality Rates** – Public General and Public Safety 2016 Employee and Healthy Retiree, Headcount weighted, IRS 2024 Adjusted Scale MP-2021

Rationale – Most current mortality rates available for municipalities

**Utilization** – 100% of eligible employees will elect coverage at retirement (or at age 65, for those retiring before age 65); actual coverage used for non-active

Rationale – Historical

**Termination Rates** – See sample rates below:

Age	Rates
25	4.89%
30	3.70
35	2.35
40	1.13
45	0.27

Rationale – Based on past employer experience

**Retirement** – 100% at retirement eligibility

Rationale – Based on employer experience

**Dependent Assumptions** – Actual dependent information used for active and non-active participants

Rationale – Based on plan sponsor data

## SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION

### Monthly Medical costs

Medicare eligible

Contribution basis	2025 Premium	2025 Cap	2025 Retiree Contribution
Single	\$ 274.40	\$ 201.03	\$ 73.37
Single – surviving spouse	274.40	201.03	173.88
Double	548.80	402.06	247.25
Dental			
Single – retiree	\$ 35.15	\$ 29.31	\$ 5.84
Single – surviving spouse	35.15	29.31	20.49
Double	69.90	58.28	26.19
Life insurance face value	\$ 5,000		

### Trend

Medical – Employer costs capped at 3% growth per annum

Dental – Employer costs capped at 3% growth per annum

Rationale – Consistent with employer cap and actual experience

### Data Collection

Date and form of data - All personnel and asset data were prepared by the plan sponsor or a representative and was generally relied upon as being correct and complete without audit by Watkins Ross

### Assumption changes since prior valuation

- Mortality base rates updated from Public 2010 to Public 2016

### Assumptions used for PA 202 Reporting

**Salary Scale** – 3.65%

**Mortality** – Public General and Public Safety 2010 Employee and Healthy Retiree, Headcount weighted, IRS 2024 Adjusted Scale MP-2021

All other assumptions are the same as used for GASB

## SCHEDULES OF REQUIRED SUPPLEMENTARY INFORMATION

### Schedule of Difference between Actual and Expected Experience

Year	Difference between expected and actual Experience	Recognition period (years)	Amount Recognized in Year Ended June 30,							Deferred Outflow of Resources	Deferred Inflow of Resources
			2025	2026	2027	2028	2029	2030	2031+		
2018	(12,148)	2.85			-	-	-	-	-	-	-
2019	(5,158)	2.45									
2020	(9,978)	1.26								-	-
2021	44,657	1.40								-	-
2022	(39,339)	1.00								-	-
2023	(339,064)	1.00								-	-
2024	(38,570)	1.00						-	-	-	-
2025	(250,018)	1.00	(250,018)	-	-	-	-	-	-	-	-
Net recognized in OPEB expense			<u>\$ (250,018)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

### Schedule of Changes in Assumptions

Year	Changes in Assumptions	Recognition period (years)	Amount Recognized in Year Ended June 30,							Deferred Outflow of Resources	Deferred Inflow of Resources
			2025	2026	2027	2028	2029	2030	2031+		
2018	(196,791)	2.85	-							-	-
2019	(18,800)	2.45									
2020	-	1.26								-	-
2021	379,939	1.40								-	-
2022	(159,524)	1.00								-	-
2023	5,764	1.00								-	-
2024	(19,906)	1.00					-	-	-	-	-
2025	(8,615)	1.00	(8,615)	-	-	-	-	-	-	-	-
Net recognized in OPEB expense			<u>\$ (8,615)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

### Schedule of Differences between Projected and Actual Earnings on OPEB Plan Investments

Year	Difference between expected and actual earnings on OPEB assets	Recognition period (years)	Amount Recognized in Year Ended June 30,							Deferred Outflow of Resources	Deferred Inflow of Resources
			2025	2026	2027	2028	2029	2030	2031+		
2021	(335,769)	5.00	(67,153)							-	-
2022	374,928	5.00	74,986	74,984						74,984	-
2023	(75,028)	5.00	(15,006)	(15,006)	(15,004)					-	(30,010)
2024	(161,858)	5.00	(32,372)	(32,372)	(32,372)	(32,370)				-	(97,114)
2025	(148,747)	5.00	(29,749)	(29,749)	(29,749)	(29,749)	(29,751)			-	(118,998)
Net recognized in OPEB expense			<u>\$ (69,294)</u>	<u>\$ (2,143)</u>	<u>\$ (77,125)</u>	<u>\$ (62,119)</u>	<u>\$ (29,751)</u>			<u>\$ 74,984</u>	<u>\$ (246,122)</u>

Total Deferred Outflow/(Inflow) of Resources

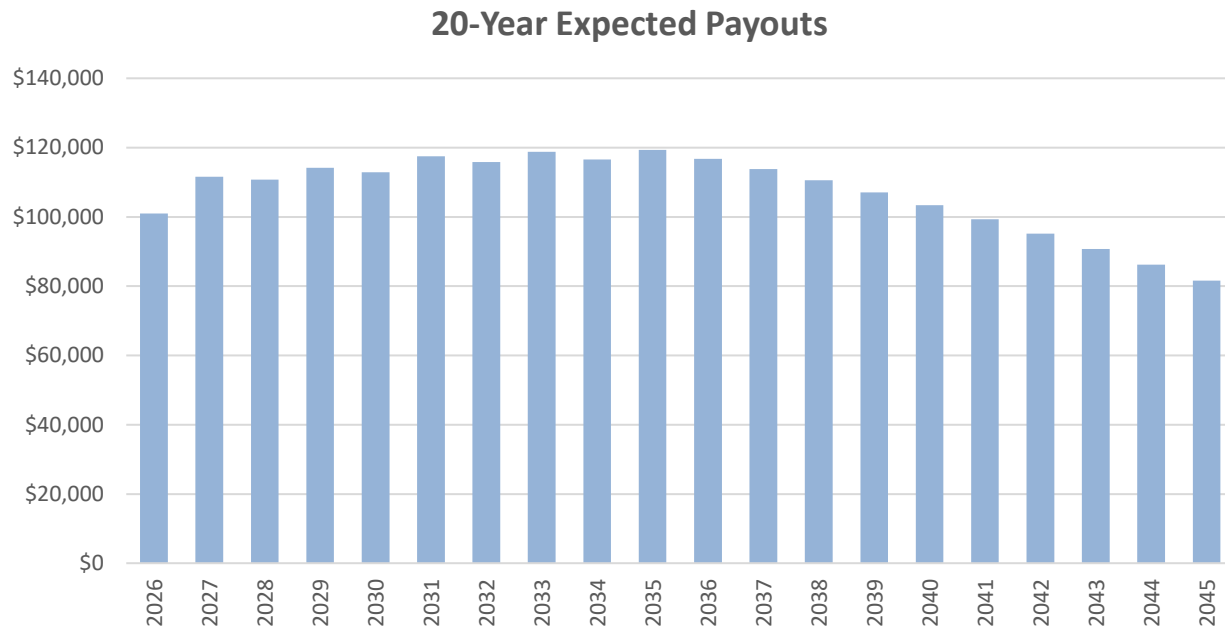
	Amount Recognized in Year Ended June 30,					
	2026	2027	2028	2029	2030	2031+
Total Deferred Outflow/(Inflow) of Resources	(2,143)	(77,125)	(62,119)	(29,751)	-	-

## TRUSTEE INFORMATION

### Projected benefit payments

A graphic illustration of 20 years of projected benefit payments for the current group of covered lives is shown below.

The chart below reflects expected cash flows to pay benefits for current plan participants.



## SUMMARY OF PLAN PROVISIONS

<b>Plan name</b>	City of Zeeland Retiree Medical Plan
<b>Benefit eligibility</b>	Age 65 with 15 years of service and hired prior to July 1, 2009
<b>Employer benefits</b>	Employer pays a capped amount toward the premium for post-65 medical coverage; each year the cap is adjusted for the change in the cost of coverage from the prior calendar year, up to a 3% increase; payment of premiums for \$5,000 life insurance coverage for retirees
<b>Spouse coverage</b>	Spouse covered at 50% of retiree amount after age 62
<b>Retiree contribution</b>	Balance of premium not paid by employer
<b>Changes since prior valuation</b>	None



## GLOSSARY

A number of special terms and concepts are used in connection with OPEB plans and the OPEB accounting report. The following list reviews a number of these terms and provides a brief discussion of their meaning.

**Actuarially Determined Contribution (ADC)** – A target or recommended contribution for the reporting period, determined in conformity with Actuarial Standards of Practice based on the most recent measurement available when the contribution for the reporting period was adopted.

**Actuarial Cost Method** – This is a mathematical formula which is used to allocate the present value of projected benefits to past and future plan years.

**Amortization** – The difference between actual and expected investment returns, the difference between actual and expected experience, and the impact of any plan or assumption changes will be amortized and paid over future years.

**Depletion Date (Cross-over Point)** – The projected date (if any) where plan assets, including future contributions, are no longer sufficient to pay Projected Benefit Payments to current members.

**Long-term expected rate of return** – The rate of return based on the nature and mix of current and expected plan investments and over the time period from when an employee is hired to when all benefits to the employee have been paid.

**Market Value of Assets** – The market value of all assets in the fund including any accrued contribution for the previous plan year, which was not paid by the end of the year.

**Measurement Date** – The date the Total OPEB Liability, Fiduciary Net Position, and Net OPEB Liability are determined.

**Net OPEB Liability (NOL)** – The Total OPEB Liability less the Plan Fiduciary Net Position.

**Normal Cost** – For GASB 74/75 purposes, normal cost is the equivalent of service cost (see definition of service cost).

**Other Post-Employment Benefits (OPEB)** – Benefits (such as death benefits, life insurance, disability, and long-term care) that are paid in the period after employment and that are provided separately from a pension plan, as well as healthcare benefits paid in the period after employment, regardless of the manner in which they are provided. OPEB does not include termination benefits or termination payments for sick leave.

**OPEB Expense (OE)** – The change in the Net OPEB Liability (NOL) recognized in the current measurement period. Changes to the NOL not fully recognized in a given year's OPEB expense will be maintained as deferred inflows and deferred outflows. These will be recognized incrementally in the OPEB expense over time.

## GLOSSARY

**Plan assets** – Stocks, bonds and other investments that have been segregated and restricted (usually in a trust) to provide for post-retirement benefits. Assets not segregated in a trust, or otherwise effectively restricted so that they cannot be used by the employer for other purposes, are not plan assets, even though it may be intended that those assets be used to provide post-retirement benefits.

**Plan Fiduciary Net Position** – The market value of plan assets as of the measurement date.

**Present Value** – The present value of a future payment or a series of payments is the amount of each payment, discounted to recognize the time value of money, and further reduced for the probability that the payment might not be made because of death, disability or termination of employment.

**Projected Benefit Payments** – All benefits projected to be payable to current active and inactive participants as a result of their past service and their expected future service.

**Real Rate of Return** – The rate of return on an investment after the adjustment to eliminate inflation.

**Reporting Date** – The date that represents the fiscal year end for the plan or employer.

**Service Cost** – The value of portion of Total OPEB Liability earned during the current year computed in accordance with GAAP accounting rules.

**Single Equivalent Discount Rate** – The single rate that gives the same total present value as discounting the Projected Benefit Payments with the long-term expected rate of return until the Depletion Date and discounting any remaining Projected Benefit Payments with the yield on a 20-year AA/Aa tax-exempt municipal bond index.

**Total OPEB Liability (TOL)** – The actuarial present value of the accrued benefit determined under the Entry Age actuarial cost method calculated using the blended Single Equivalent Discount Rate.

**Valuation Date** – The date as of which an actuarial valuation is performed.



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## CITY COUNCIL MEMORANDUM

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TO: Mayor Klynstra and City Councilmembers  
FROM: Tim Klunder, City Manager  
SUBJECT: City Council Rules of Procedure – Proposed Amendments  
DATE: November 12, 2025  
CC: November 17<sup>th</sup> City Council Work/Study Session

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Per Section 5.7 (g) of the City Charter, City Council determines its own rules and order of business. As was noted at your November 3 work/study session, historically, City Council has done this through the adoption of the “Rules of Procedure” and the “Rules of Order”. The Rules of Order adopted by City Council have consisted of simplified guidelines to parliamentary procedure called “*The Meeting Will Come to Order*” a publication of the North Central Region Extension. The Rules of Procedure have consisted of rules (order of business, voting, audience participation, etc.) that the city drafted and adopted in September of 2003. In both cases, a newly elected City Council adopts the Rules of Order and Rules of Procedure at its first meeting in December.

As was noted at your November 3 work/study session, while we have no recommended changes to the Rules of Order (parliamentary procedures), we do recommend some modernization of the Rules of Procedure. Attached please find a **red-line** version of the City Council Rules of Procedure along with some notes for possible changes to modernize them. We again welcome City Council feedback at your work/study session on Monday evening so that we can update them for further consideration by the new City Council. Our goal is to have the updated version of the Rules of Procedure available for adoption consideration by the newly elected City Council at the December 1, 2025 meeting along with the Rules of Order.

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Timothy R. Klunder, City Manager

FEEL THE ZEEL

## **Zeeland City Council Rules of Procedure**

### **A. REGULAR AND SPECIAL MEETINGS**

All meetings of the City Council will be held in compliance with state statutes, including the Open Meetings Act, 1976 PA 267 as amended, and with these rules.

**1. Regular meetings.** Regular meetings of the City Council, "Council", will be held on the first and the third Mondays of each month beginning at 7:00 p.m., local time, at the Zeeland City Hall at 21 S. Elm Street, Zeeland, Michigan, unless otherwise scheduled by resolution of the Council. Council meetings shall conclude no later than 10:00 p.m., subject to extension by the Council.

**2. Special meetings.** A special meeting shall be called by the clerk upon the written request of the Mayor or of any three members of the Council on at least 24 hours' written notice to each member of the Council served personally (including email) or left at the Council Member's usual place of residence. Special meeting notices shall state the purpose of the meeting. No official action shall be transacted at any special meeting of the Council unless the item has been stated in the notice of such meeting.

### **3. Posting requirements for regular and special meetings.**

- a. Within 10 days after the first meeting of the Council following the election, a public notice stating the dates, times and places of the regular monthly Council meetings will be posted at the city offices.
- b. For a rescheduled regular or a special meeting of the Council, a public notice stating the date, time, and place of the meeting shall be posted at least 18 hours before the meeting at the city office.
- c. The notice described above is not required for a meeting of the Council in emergency session in the event of a severe and imminent threat to the health, safety or welfare of the public when two-thirds of the members of the Council determine that delay would be detrimental to the city's efforts in responding to the threat.
- d. Copies of the notice of public meetings shall be provided by first-class mail upon request and payment of a reasonable yearly fee for the costs of printing and postage. As an alternative to first-class mail, a request may be made to have the notice of public meetings sent via email.

**4. Minutes of regular and special meetings.** The clerk or the clerk's designate shall attend the Council meetings and record all the proceedings and resolutions of the Council in accordance with the Open Meetings Act. In the absence of the clerk or the clerk's designate, the Council may appoint one of its own members or another person to temporarily perform the clerk's duties. A copy of the minutes of each regular or special council meeting shall be available for public inspection at the city offices during regular business hours.

**5. Study sessions/work sessions.** Upon the call of the Mayor or the Council and with appropriate notice to the Council Members and to the public, the Council may convene a work session devoted exclusively to the exchange of information relating to municipal affairs. No votes shall be taken on any matters under discussion nor shall any Council Member enter into a formal commitment with another member regarding a vote to be taken subsequently.

## 8. CONDUCT OF MEETINGS

**1. Meetings to be public.** All regular and special meetings of the Council shall be open to the public, and citizens shall have a reasonable opportunity to be heard in accordance with such rules and regulations as the Council may determine, except that the meetings may be closed to the public and the media in accordance with the Open Meetings Act. All official meetings of the Council and its committees shall be open to the media, freely subject to recording by radio, television and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

**2. Agenda preparation.** An agenda for each regular council meeting shall be prepared by the Mayor or city manager (or city manager designee) with the following general order of business:

- a. Call to order
- b. Devotions and Pledge of Allegiance
- c. Excuse of absent members by motion and reason
- d. Approve additions/deletions to the agenda
- e. Approval of consent agenda
- f. Public hearings
- g. Visitors
- h. Communications
- i. Staff reports
- j. City manager's report
- k. Order of business - action items
- l. Reports from Council Members
- m. Unfinished business
- n. Announcements
- o. Adjournment

Any Council Member, with support from a second Council Member, shall have the right to add items to the regular agenda before it is approved.

**3. Consent agenda.** A consent agenda may be used to allow the Council to act on numerous administrative or noncontroversial items at one time. Included on this agenda can be noncontroversial matters such as approval of minutes, payment of bills, approval of recognition resolutions, etc. Upon request by any member of the Council, an item shall be removed from the consent agenda and placed on the regular agenda for discussion.

**4. Agenda distribution.** Agendas and packets of information shall be distributed to Council Members prior to a council meeting. These packets shall be delivered ~~to a designated delivery area by the Zeeland City Police. The City, at the request of a Council Person, shall provide a sealed container in which to deliver information packets from the City, electronically through means such as email, link to the city's website, electronic document management system, etc.~~

**5. Quorum.** A majority of the entire elected or appointed and sworn members of the council shall constitute a quorum for the transaction of business at all council meetings. In the absence of a quorum, a lesser number may adjourn any meeting to a later time or date with appropriate public notice.

**6. Attendance at council meetings.** Election to the Council is a privilege freely sought by the nominee. It carries with it the responsibility to participate in Council activities and represent the residents of the city. Attendance at council meetings is critical to fulfilling this responsibility. The Council may excuse absences for cause. If a Council Member has more than three unexcused successive absences for regular or special council meetings, the Council may enact a resolution of reprimand. In the event that the member's absences continue for more than three additional successive regular or special meetings of the Council, the Council may enact a resolution of censure or request the Council Member's resignation or both.

**7. Presiding officer.** The presiding officer shall be responsible for enforcing these rules of procedure and for enforcing orderly conduct at meetings. The Mayor is ordinarily the presiding officer. The Council shall appoint one of its members Mayor Pro Tempore, who shall preside in the absence of the Mayor. In the absence of both the Mayor and the Mayor Pro Tempore, the member present who has the longest consecutive service on the Council shall preside.

**8. Disorderly conduct.** The Mayor may call to order any person who is being disorderly by speaking out of order or otherwise disrupting the proceedings, failing to be germane, speaking longer than the allotted time or speaking vulgarities. Such person shall be seated until the chair determines whether the person is in order. If the person so engaged in presentation is called out of order, he or she shall not be permitted to continue to speak at the same meeting except by special leave of the Council. If the person shall continue to be disorderly and disrupt the meeting, the chair may order the sergeant-at-arms or a law enforcement officer to remove the person from the meeting. No person shall be removed from a public meeting except for an actual breach of the peace committed at the meeting.

## **C. CLOSED MEETINGS**

**1. Purpose.** Closed meetings may be held only for the reasons authorized in the Open Meetings Act, which are the following:

- a. To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent when the named person requests a closed meeting.
- b. For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement when either negotiating party requests a closed hearing.
- c. To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.
- d. To consult with the municipal attorney or another attorney regarding trial or settlement strategy in connection with specific pending litigation, but only when an open meeting would have a detrimental financial effect on the litigating or settlement position of the Council.
- e. To review the specific contents of an application for employment or appointment to a public office when a candidate requests that the application remain confidential. However, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting.
- f. To consider material exempt from discussion or disclosure by state or federal statute.

**2. Calling closed meetings.** At a regular or special meeting, the Council Members, elected or appointed and serving, by a two-thirds roll call vote may call a closed session under the conditions outlined in the Open Meetings Act. The roll call vote and purpose(s) for calling the closed meeting shall be entered into the minutes of the public part of the meeting at which the vote is taken.

**3. Minutes of closed meetings.** A separate set of minutes shall be taken by the clerk or the designated secretary of the Council at the closed session. These minutes will be retained by the clerk, shall not be available to the public, and shall only be disclosed if required by a civil action, as authorized by the Michigan Open Meetings Act. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the closed session was approved.

## **D. DISCUSSION AND VOTING**

**1. Rules of parliamentary procedure.** The rules of parliamentary practice as adopted at the beginning of a council term shall govern the Council in all cases to which they are applicable, provided that they are not in conflict with these rules, city ordinances or applicable state statutes. The Mayor may appoint a parliamentarian.

The chair shall preserve order and decorum and may speak to points of order in preference to other Council Members. The chair shall decide all questions arising under this parliamentary authority, subject to appeal and reversal by a majority of the Council Members present. Any member may appeal to the Council a ruling of the presiding officer. If the appeal is seconded, the member making the appeal may briefly state the reason for the appeal and the presiding officer may briefly state the ruling. There shall be no debate on the appeal and no other member shall participate in the discussion. The question shall be, "Shall the decision of the chair be sustained?" If the majority of the members present vote "aye," the ruling of the chair is sustained; otherwise it is overruled.

**2. Conduct of discussion.** During the Council discussion and debate, no member shall speak until recognized for that purpose by the chair. After such recognition, the member shall confine discussion to the question at hand and to its merits and shall not be interrupted except by a point of order or privilege raised by another member. Speakers should address their remarks to the chair, maintain a courteous tone and avoid interjecting a personal note into debate. No member shall speak more than once on the same question unless every member desiring to speak to that question shall have had the opportunity to do so. The chair, at his or her discretion and subject to the appeal process mentioned in Section D.1., may permit any person to address the Council during its deliberations.

**3. Ordinances and resolutions,** No ordinance, except an appropriation ordinance, an ordinance adopting or embodying an administrative or governmental code or an ordinance adopting a code of ordinances, shall relate to more than one subject, and that subject shall be clearly stated in its title.

A vote on all ordinances and resolutions shall be taken by a roll call vote and entered in the minutes unless it is a unanimous vote. If the vote is unanimous, it shall be necessary only to so state in the minutes, unless a roll call vote is required by law or by council rules.

**4. Roll call.** In all roll call votes, the names of the members of the Council shall be called in a rotating order, provided that the presiding officer shall vote last.

**5. Duty to vote.** Election to a deliberative body carries with it the obligation to vote. Council Members present at a council meeting shall vote on every matter before the body, unless

otherwise excused or prohibited from voting by law. A Council Member who is present and abstains or does not respond to a roll call vote shall be counted as voting with the prevailing side and shall be so recorded, unless otherwise excused or prohibited by law from voting. Conflict of interest, as defined by law, shall be the sole reason for a member to abstain from voting. The opinion of the city attorney shall be binding on the Council with respect to the existence of a conflict of interest. A vote may be tabled, if necessary, to obtain the opinion of the city attorney. The right to vote is limited to the members of Council present at the time the vote is taken. Voting by proxy or by telephone is not permitted. All votes must be held and determined in public; no secret ballots are permitted.

**6. Results of voting.** In all cases where a vote is taken, the clerk shall declare the result. It shall be in order for any Council Member voting in the majority to move for a reconsideration of the vote on any question at that meeting or at the next succeeding meeting of the Council. When a motion to reconsider fails, it cannot be renewed.

## **E. CITIZEN PARTICIPATION**

**1. General.** Each regular council meeting agenda shall provide for reserved time for audience participation. If requested by a member of the Council, the presiding officer shall have discretion to allow a member of the audience to speak at times other than reserved time for audience participation.

**2. Length of presentation.** Any person who addresses the Council during a council meeting or public hearing shall be limited to five minutes in length per individual presentation. Such time may be extended for a definite time period or for an indefinite time period by the presiding officer or by the majority of the Council. The clerk will maintain the official time and notify the speakers when their time is up in the event that the time for a presentation has not been extended pursuant to these rules.

**3. Addressing the council.** When a person addresses the Council, he or she shall state his or her name and home address. Remarks should be confined to the question at hand and addressed to the chair in a courteous tone. No person shall have the right to speak more than once on any particular subject until all other persons wishing to be heard on that subject have had the opportunity to speak. In addition, the presiding officer may limit or reduce the time of any person whose comments are repetitious in nature. Written comments may also be filed with the Clerk who shall then provide copies of such written comments to the Council Members or who upon request of a Council Member shall read such written comments into the record.

## **F. MISCELLANEOUS**

**1. Adoption and amendment of rules of procedure.** These rules of procedure of the Council will be placed on the agenda of the first meeting of the Council following the seating of the newly elected Council Members for review and adoption. A copy of the rules adopted shall be distributed to each Council Member. The Council may alter or amend its rules at any time by a vote of a majority of its members after notice has been given of the proposed alteration or amendment.

**2. Suspension of rules.** The rules of the Council may be suspended for a specified portion of a meeting by an affirmative vote of two-thirds of the members present except that Council actions shall conform to state statutes and to the Michigan and the United States Constitutions.



**3. Bid awards.** Bids will be awarded by the Council during regular or special meetings. A bid award may be made at a special meeting of Council if that action is announced in the notice of the special meeting.

**4. Committees.**

- a. The city shall have the following standing Council committees: ~~HFT~~Tax Incentive Committee, ~~Human Resources~~ Personnel Committee, and ~~Clean Water Committee~~ Pension Committee.

Committee members will be appointed by the Mayor subject to approval by the Council. The Mayor shall fill any committee vacancies subject to approval by the Council. The committee member shall serve for a term of one year and may be re-appointed. Special committees may be established for a specific period of time by the Mayor or by a resolution of the Council which specifies the task of the special committee and the date of its dissolution.

- b. Citizen task forces  
Citizen task forces may be established by a resolution of the Council which specifies the task to be accomplished and the date of its dissolution. Members of such committees will be appointed by the Mayor, subject to approval by a majority vote of the Council and must be residents of the city. Vacancies will be filled by majority vote of the Council in the same way appointments are made.

**5. Other records of meetings.** The meetings of the Council may be tape recorded or may be documented by other mechanical recording means. Once the minutes of a meeting have been approved, a tape recording or other mechanical record of a council meeting may be erased or destroyed. For purposes of litigation or training, a tape recording or other mechanical records may be retained, however, for such other period of time as is directed by the city manager or by the city attorney.

**6. Authorization for contacting the city attorney.** The following officials are authorized to contact the city attorney regarding municipal matters: Council Members, members of boards and commissions with the concurrence of the City Manager and/or of an appointed Department Head, Department Heads or their designates.