



CITY OF ZEELAND
City Council Work-Study Session
Agenda
City Hall – Council Chambers, 2nd Floor, 21 South Elm
November 3, 2025, 5:30 p.m.

DISCUSSION ITEMS:

1. Ordinance 1042, Sunday Alcohol Sales Amendment
2. Ordinance 1043, Parks Ordinance Amendment
3. Social District Management Plan Discussion
4. Brownfield Tax Increment Financing Policy Amendment and Economic Development Financial Incentives Policy Review
5. Koele Godfrey Commercial Rehabilitation Act Exemption
6. MDOT Agreement – Church Street from Washington to Central
7. Church Street Bid Award – Central to Clean Water Plant
8. Picnic Table Bid Award
9. 2026 Health Insurance Renewal
10. 2026 Employee Funding Policy Amendment for Health/Rx/Dental Contributions
11. Retiree First Service Agreement
12. Local Officers Compensation Commission Report
13. City Council Rules of Procedure Review
14. Board of Public Works Commissioner Reappointment
15. 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, 2nd Floor, 21 South Elm
November 3, 2025, 7:00 p.m.

CALL TO ORDER:

Invocation – Councilman Glenn Kass
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

PUBLIC HEARING

**7:10 P.M. – Commercial Rehabilitation Exemption Certificate – 123 E. Main, Koele
Godfrey Investment Group, Inc.**

ACTION ITEMS:

1. Koele Godfrey Commercial Rehabilitation Exemption Certificate
2. Ordinance 1042, Sunday Alcohol Sales Amendment
3. Ordinance 1043, Parks Ordinance Amendment
4. MDOT Agreement, Church Street
5. Church Street Bid Award, Central to Clean Water Plant
6. Picnic Table Bid Award
7. 2026 Health Insurance Renewal
8. 2026 Employee Funding Policy Amendment for Health/Rx/Dental Contributions
9. Retiree First Service Agreement
10. Local Officers Compensation Commission Report
11. Board of Public Works Commissioner Reappointment – Mark Cooney

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 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.

Council Meeting
Common Council
October 20, 2025

Call to Order

The regular meeting of the Common Council was held at 21 S. Elm Street, Zeeland, MI 49464 on Monday, October 20, 2025 Mayor Klynstra called the meeting to order at 7:00 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, Asst. City Manager/Finance Director Plockmeyer, Community Development Director Tim Maday, City Marketing Director Abby deRoo, and Interim Deputy City Clerk Sharon Lash

The Invocation was offered by Reverend Dr. Miriam Barnes

The Pledge Allegiance to the Flag

Consent Agenda

1. Approve minutes of the Regular City Council meeting of October 6, 2025,
2. Approve minutes of the City Council Work Study meeting of October 6, 2025,
3. Receive for information draft minutes of the October 14, 2025 BPW Board meeting,
4. Ratify BPW Action #25.047, Approve Cash Disbursements and Regular Monthly Transfers,
5. Ratify BPW Action #25.048, Approve Padmount Switchgear Dry Ice Cleaning Contract Professional Services,
6. Ratify BPW Action #25.049, Award Bid for Washington Substation Preventative Maintenance and Equipment Testing Professional Services,
7. Ratify BPW Action #25.050, Award Bid for Padmount Switchgear,
8. Ratify BPW Action #25.051, Award Bid for Intrusion Detection System Installation,
9. Ratify BPW Action #25.052, Approve Mutual Aid Resolutions,
10. Ratify BPW Action #25.053, Approve the General Manager Job Description

Public Comment/Visitors

Ericka Humbert spoke on the Mead Johnson Rezoning of 515, 549 & 553 E Main to oppose the decision.

Communications

An email was received by Terry and Linda Boerman of 139 S Division opposing the Sunday Alcohol Sales and Alcohol Sales at a Park located within the Social District

City Manager's Report

Board of Public Works Integrated Resource Plan (IRP) – The Board held their first public engagement meeting on Thursday, October 16 at the Howard Miller Community Center. At the information meeting, the Board was able to explain the current state of our system, challenges/opportunities that lie ahead, and the opportunity to plan to meet those challenges/opportunities through the development of an IRP. Subsequent to the presentation, a number of good questions from the public were asked. Mr. Klunder noted what a tremendous community asset we have with ownership of our electric utility. He reminded Council that if they haven't already completed the anonymous survey, please find a link to it, along with other information on the IRP Strategic Planning process at the following link:

<https://zeelandbpw.com/power-plan/>

Brownfield Redevelopment Authority – Held a meeting this past Monday. At the meeting they approved the Development and Reimbursement Agreement for 17 E. Main (on CC's agenda for 10/20), reimbursement amounts for the Sligh Apartment project, reviewed an amended Brownfield Tax Increment Financing policy and a new Economic Development Financial Incentive policy (both will come before CC at your 11/3 work/study session), heard an update on the Ottawa County Land Bank's proposed involvement with the JR Automation project, and selected officers for '25/'26 – Chair Rick VanDorp, Vice-Chair Beth Blanton, Treasurer Andy Boatright and Secretary Tim Klunder.

HR Specialist – We are excited that Melanie Hellenthal will be starting with the city as our new HR Specialist on Monday, October 20. Melanie will work for the city and BPW on a part-time basis.

Personnel Committee – The committee will meet on Wednesday, October 22 @ 7 a.m. to review a recommendation to renew the city's health insurance with the Western Michigan Health Insurance Pool for 2026. Any recommendation from the Personnel Committee regarding health insurance will come before City Council for final action.

PUBLIC HEARING

Mayor Klynstra opened the meeting for Public Comments at 7:20 P.M. regarding – Sunday Alcohol Sales and Alcohol Sales at a Park located within the Social District.

Abby deRoo City Marketing Director states the 2025 Strategic Action Plan, City Council directed staff to investigate interest in Sunday alcohol sales in the City of Zeeland .

In doing so, staff found that one license holder was very interested in Sunday sales, as an economic development tool to expand business from six days a week to seven. Other license holders were neutral on the suggested change – supportive of their fellow license holder, but not actively interested for their own regular use. However, license holders did see an opportunity to use permitted Sunday sales hours to hold private events for their own business – a selective way to increase revenue and opportunity for business growth. With this information in hand, staff has asked City Council to consider the following ordinance amendment.

In 2023, City Council expanded the boundaries of the Social District. Part of that expansion included the inclusion of the city parks that fall within the Social District boundary. The parks that fall within the footprint of the Social District include Elm Street Park, the NE and NW corners of Vande Luyster Square, and the Splash Pad. At that time, staff asked Council to incorporate Elm Street Park and Vande Luyster Park as permanently active locations within the Social District but to keep the Splash Pad as a special use, only when specifically approved by City Council. This request was approved, and it was noted that staff would return with language to update the Parks Ordinance to formally incorporate these changes. The permanent use of these locations, within the social district, have been in practice. At this time staff is asking City Council to formalize the language within the Parks Ordinance. The proposed language to the Zeeland City Code, Vol. I, Paragraph 33 of Section 1 4-3.

Bill Lysinga representing North Street Christian Reformed Church 20 E Main addressed Council and submitted written comments that the Church is opposed.

Chet Seay of 8275 Adams St, opposed

Sheri Holstege, 120 S Centennial St, is not opposed

ACTION ITEMS

25.149 Ordinance 1040 Rezoning of 515 E. Main

Motion was made by Mayor Pro - Tem Gruppen and seconded by Councilmember Broersma to adopt City Ordinance 1040 to rezone the parcel at 515 E Main Ave to the I-2 – General Industrial District.

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

No Votes: None

Absent: None

25.150 Ordinance 1041 Rezoning of 549 & 553 E Main

Motion was made by Councilmember Broersma and seconded by Councilmember Timmer to adopt City Ordinance 1041 to rezone the parcels at 549 & 553 E Main to I-2 – General Industrial District.

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

25.151 Brownfield Development and Reimbursement – 17 E Main

Motion was made by Councilmember VanDorp and seconded by Councilmember Broersma to approve the Development and Reimbursement Agreement with 17 E Main, LLC.

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

25.152 City Clerk Appointment

Motion was made by Councilmember Kass and seconded by Councilmember Broersma to appoint Kristi DeVerney as the new City Clerk effective October 21, 2025

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

25.153 Bid Award - Boardwalk Rehabilitation

Motion was made by Councilmember Timmer and seconded by Councilmember Kass to award the contract amount of \$77,250 to Midwest Construction for the decking and railing replacement project and establish a project budget of \$85,000.

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

No Votes: None
Absent: None

25.154 Brownfield Redevelopment Authority Re-appointment

Motion was made by Councilmember Lam and seconded by Councilmember VanDorp to Re-appoint Beth Blanton to the Brownfield Redevelopment Authority until 10/31/2028

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

No Votes: None

Absent: None

25.155 Brownfield Redevelopment Authority Re-appointment

Motion was made by Mayor Pro- Tem Gruppen and seconded by Councilmember VanDorp to Re-appoint Jeffrey Roon to the Brownfield Redevelopment Authority until 10/31/2028

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

No Votes: None

Absent: None

25.156 Deputy Clerk Appointment

Motion was made by Councilmember Broersma and seconded by Councilmember VanDorp to appoint Tim Klunder as a Deputy City Clerk

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

No Votes: None

Absent None

There being no further business, motion was made by Councilmember Kass and seconded by Councilmember Timmer to adjourn the meeting. Motion carried all voting aye. Time called at 7:45 P.M.

Mayor Kevin Klynstra

Sharon Lash, Interim Deputy City Clerk

MEMORANDUM OF WORK – STUDY SESSION
Zeeland City Hall Council Chambers
Monday, October 20, 2025
6:00 P.M.

PRESENT: Councilmembers – Mayor Klynstra, VanDorp, Broersma, Timmer, Lam and Kass

ABSENT: Councilmember – Mayor Pro – Tem Gruppen

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

Mayor Klynstra called the meeting to order at 6:00 P.M.

Mead Johnson Rezoning – 515, 549 & 553 E. Main

Tim Mady Community Development Director states the Planning Commission has been considering an application from Mead Johnson & Company to rezone the parcels at 515, 549, and 553 E. Main Avenue from their existing zoning designations to the I-2 – General Industrial District. If approved, the parcels would be incorporated into the adjacent I-2-zoned Mead Johnson site.

The Commission's review included a public hearing with public comments and deliberation at a special meeting held on September 23, 2025. Following deliberation that evening, the Commission took an initial action directing the City Attorney to prepare resolutions recommending that the parcels be rezoned to the I-2 Zone District, in part based on the reasons outline in the City Planning Consultants September 16, 2025 report.

Those resolutions were returned to the Commission for consideration at its October 2, 2025 regular monthly meeting and were subsequently adopted. The Adoption of these resolutions was the Commission's final action on the rezoning request.

Staff Recommendation: Adopt City Ordinance 1040 to rezone the parcel at 515 E Main Ave to the I-2- General Industrial District, and City Ordinance 1041 to rezone the parcels at 549 E Main Ave and 553 E Main Ave to the I-2 – General Industrial District.

Brownfield Development and Reimbursement Agreement

Tim Klunder City Manager states we are in the final stages of completing the brownfield plan process for the 17 E Main LLC project. Final procedural steps, prior to the financial reimbursement process, include (1) approval of the Act 381 Work by the Michigan State Housing Development Authority (MSHDA) with respect to the use of incremental state education taxes and school operating taxes for eligible activities and (2) consideration by the Brownfield Redevelopment Authority and City Council to approve a Development and

Reimbursement Agreement which details the terms and conditions for reimbursement of eligible activities with tax increment revenue – both school (subject to MSHDA approval) and non- school taxes. At the October 13, 2025 Brownfield Redevelopment Authority meeting, the Authority approved the attached Development and Reimbursement Agreement with 17 E Main, LLC.

For the city's benefit, the project will have the effect of assisting in the redevelopment of the property, increasing housing inventory, increasing the tax base, and otherwise enhancing economic vitality and quality of life in the city. The total private capital investment for the project is expected to be \$7 million.

Over the life of the 30-year Brownfield Plan, it is projected that the development will generate approximately \$2.9 million of tax increment revenue (including \$214k retained by the State for its brownfield fund).

Staff Recommendation: City staff recommends that City Council approve the attached Development and Reimbursement Agreement with 17 E. Main, LLC as presented.

City Clerk Appointment

Tim Klunder City Manager states it is still difficult to comprehend that Pam Holmes is no longer with us. And with that, it is also a delicate situation to be discussing a replacement for our City Clerk position. But, after consultation with a number of people, it is also understood that the city needs to continue to provide services to our citizens and functionally operate as an organization. To that end, at this meeting he would like to recommend that City Council appoint Kristi DeVerney as the next City Clerk – Kristi has accepted the position subject to City Council appointment.

During the interim period that Kristi has helped the city, Kristi has proven to be knowledgeable, displayed a willingness to take on difficult tasks, and has operated well with our leadership team and City Council. Simply put, Kristi has proven to be the right fit for our organization, during and following unusual circumstances. And he would note, Pam had direct involvement with recommending Kristi for the Interim Chief Deputy Clerk role.

Subject to City Council appointment, her first day as the full-time City Clerk would be December 1, 2025.

Staff Recommendation: City Council to appoint Kristi DeVerney to the position of City Clerk effective October 21, 2025.

Bid Award – Boardwalk Rehabilitation

Kevin Plockmeyer Assistant City Manager/Finance Director states over the past three budget cycles, we have allocated funds to repair and maintain sections of our bike paths.

In the past two years alone, we have repaved approximately 4,000 feet of bike path using these funds. For this budget cycle, our focus remains on bike path maintenance; however, we

recognized the need to shift attention from repaving to addressing maintenance issues on the board walks along the bike path.

Accordingly, we have allocated \$100,000 to replace the railings and decking on the boardwalk along the northside pathway adjacent to Gentex's parking lot. After evaluating the understructure of the boardwalk, we determined that it remains in good condition, but the existing cable railings require attention. As part of the update, we plan to transition from the existing cable railings to the fence fabric and rail system used on the East Side pathway. This system has proven to be significantly more durable and requires far less maintenance.

We solicited bids for the project on October 14 and are pleased to report that six bids were received. The lowest bid came from Midwest Construction in the amount of \$77,250, with the second-lowest bid at \$78,661. Given the competitive pricing and our positive working relationship with Midwest Construction, we recommend awarding the contract to Midwest. In addition to the contract amount, we propose setting a total project budget of \$85,000 to account for any unforeseen items that may arise during construction.

Staff Recommendation: Award a contract in the amount of \$77,250 to Midwest Construction for the decking and railing replacement project and establish a project budget of \$85,000.

Brownfield Redevelopment Authority Re-appointments

The terms of Brownfield Redevelopment Authority Board Members Beth Blanton and Jeffrey Roon will end October 31, 2025. Both Ms. Blanton and Mr. Roon are willing to serve an additional three - year term.

Staff Recommendation: Our leadership team recommends that City Council accepts Mayor Klynstra's recommendations to re-appoint Beth Blanton and Jeffrey Roon to the Zeeland Brownfield Redevelopment Authority as follows:

1. Beth Blanton with a term expiring 10/31/2028
2. Jeffrey Roon with a term expiring 10/31/2028

Deputy City Clerk Appointment

Tim Klunder City Manager states that with the unfortunate passing of City Clerk Pam Holmes, we have encountered a situation of not being able to issue city checks. Per Section 10.12 of the Charter, a check is required to be countersigned by the Clerk. While we have appointed several Deputy Clerks in the past couple of months, none of the appointees are signatories on our bank accounts.

Attorney Donkersloot has advised that in order to address this situation, City Council could confirm the city manager's appointment as a Deputy City Clerk. Please note, the City Charter does allow the combination of appointive positions under Section 4.2.

By appointing the city manager as Deputy Clerk, Tim Klunder would then meet the Charter provision of Section 10.12 that checks be countersigned by the Clerk.

Please note that we foresee this as a temporary measure. Upon designation of a new City Clerk, and the updating of our bank signatories (must be approved by Council Resolution) we will then return our City Clerk co-signing city issued checks.

Staff Recommendation: To move to confirm appointment of Timothy R. Klunder as a Deputy City Clerk.

There being no further items to discuss, the Work Study adjourned at 6:25 P.M.

Sharon Lash – Interim Deputy City Clerk

Brownfield Redevelopment Authority
Minutes of
October 13, 2025

Pursuant to public notice duly given, the meeting of the Brownfield Redevelopment Authority of the City of Zeeland, County of Ottawa, Michigan was convened in open session at 4:00 p.m., local time, on Monday, October 13, 2025, at the Zeeland City Hall, 21 S. Elm Street.

Vice Chairperson VanDorp called the meeting to order at 4:07 p.m. A roll call of members was conducted.

PRESENT: Vice Chairperson VanDorp, Andy Boatright, Tim Maday, Beth Blanton and Jeff Roon.

ABSENT: Mayor Kevin Klynstra and Tim Klunder

GUEST: None

Staff present: Finance Director/ACM Kevin Plockmeyer and Interim Deputy City Clerk Sharon Lash

Motion was made by Boatright and seconded by Maday to excuse Klynstra and Klunder due to personal reasons.

Motion carried. All voting aye.

Visitor/Public Comment

There were no visitors or public comments.

Communications/Reports:

- Financial Update, Kevin Plockmeyer, ACM/Finance Director.

Due to expenses associated with the purchase of 303 East Main and consulting services for Brownfield Plan administration, a request to transfer \$25,000 from the General Fund to the Brownfield Fund was approved at the October 6, 2025 City Council meeting. This will serve as a buffer until we begin collecting administrative fees from our active Brownfield Plans. There is a current fund balance of \$24,876.68 in the Brownfield Fund.

Public Hearing

- None

Action:

- Approve minutes of January 21, 2025

Motion was made by Maday and seconded by Boatright

Motion carried. All voting aye.

Unfinished Business:

- None

New Business:

- Brownfield Tax Increment Revenue Financing Expenses for GDP – Zeeland, LLC (Sligh Building)

In 2022 and into 2023, the Brownfield Redevelopment Authority and City Council approved a Brownfield Plan for GDP – Zeeland, LLC for the redevelopment of the Sligh Building.

This plan originally authorized the reimbursement of \$1,991,539 in eligible expenses for the project. (This amount included a contingency of \$246,527 but did not include interest expenses authorized by the plan.)

After the project was completed, the developer submitted invoices for expenses they believed were eligible for reimbursement. We engaged Samantha Ruiz from Fleis and Vandenbrink to review the reimbursement request, and we ultimately determined that \$1,759,738.51 constituted eligible reimbursable expenses.

In addition to these reimbursable expenses, the Brownfield Plan also authorizes the payment of interest on this amount, which will be calculated and paid as the plan matures. As a result, the total reimbursement will ultimately exceed the \$1,759,738.51 in approved reimbursable expenses.

Recommendation:

That the Brownfield Redevelopment Authority authorize \$1,759,738.58 in reimbursable expenses to GDP – Zeeland, LLC for the Sligh Building project.

Motion was made by Blanton and seconded by Boatright to approve the Brownfield Tax Increment Revenue for GDP – Zeeland LLC, (Sligh Building) in amount of \$1,759,738.58.

Motion carried. All voting aye.

- 17 E. Main Development and Reimbursement Agreement

17 E Main, LLC. The Developer is requesting a reimbursement amount not-to-exceed \$671,900 (unless approved by the parties) for eligible activities such as environmental assessment, demolition, Brownfield Plan amendment and implementation infrastructure to support housing, site preparation, housing gap activities and contingencies. It is estimated the developer will be

reimbursed in approximately 14 years. The city will seek reimbursement for \$2,000,000 to partially fund a public snowmelt boiler system to be installed in the basement of 17 E. Main. This collection is estimated to be in years 14 – 30 of the Brownfield Plan. Finally, under the terms of the Reimbursement Agreement, approximately \$214,000 would be deposited into the State's Brownfield Fund and \$65,097 into the Brownfield Authority's Fund for administration of the agreements.

Recommendation:

The Brownfield Redevelopment Authority approve the attached Development and Reimbursement Agreement with 17 E. Main, LLC as presented.

*Motion was made by Blanton and seconded by Maday to approve the 17 E. Main, LLC. Development and Reimbursement .
Motion carried. All voting Aye.*

- Review Brownfield Tax Increment Financing Policy (amended) and Community & Economic Development Financial Incentive Policy.

A review of the Brownfield Tax Increment Financing Policy and Community & Economic Development Financial Incentive Policy was discussed, and questions were answered. No further discussion was needed.

- Update on Land Bank Transfer for 800 E. Riley (JR Automation)

An update was given by Community Development Director Tim Maday regarding JR Automation and the status of the development.

- Select Officers for November 1, 2025 – October 31, 2026

At the Brownfield Authority's meeting on October 28, 2024, the Authority appointed officers for the period of November 1, 2024 – October 31-2025. Our by-laws state that officers are elected for one year.

Since we are meeting close to the end of the "officer year", it is suggested that we handle appointments for the upcoming year November 1, 2025 – October 31, 2026.

As a reminder, the current officers are Mayor Klynstra, Chair, Councilman VanDorp, Vice-Chair, Andrew Boatright, Treasurer and Tim Klunder, Secretary.

Current board members, with corresponding term end date are as follows:

- Mayor Klynstra (term ending 11/1/2027)
- Councilman Rick VanDorp (term ending 11/1/2026)

- Beth Blanton (term ending 11/1/2025)
- Tim Maday (term ending 11/1/2026)
- Andy Boatright (term ending 11/1/2026)
- Tim Klunder (term ending 11/1/2027)
- Jeff Roon (term ending 11/1/2025)

Given Mayor Klynstra is not seeking re-election, the Board may wish to consider appointing a new Chairperson for 2025/2026. As a general note, Mayor Klynstra may continue to serve on the Board until he no longer lives in the city.

We are also hopeful that Beth Blanton and Jeff Roon will consider reappointment to their positions on the Board.

New Board will be as follows:

Chair, Rick VanDorp (term ending 11/1/2026)

Vice-Chair, Beth Blanton (term ending 11/1/2028) subject to reappointment by City Council on 10/20/2025

Andy Boatright, Treasurer, (term ending 11/1/2026)

Tim Klunder, Secretary (term ending 11/1/2027)

Tim Maday, Board member (term ending 11/1/2026)

Jeff Roon, Board member (term ending 11/1/2028) subject to reappointment by City Council on 10/20/2025

Mayor Kevin Klynstra, Board member (term ending 11/1/2027)

Motion was made by Boatright and seconded by Maday to appoint the new Brownfield Redevelopment Authority Officers for the term November 1, 2025 – October 31, 2026.

Motion carried. All voting Aye.

Other

- Consider any other business which may lawfully come before the Brownfield Redevelopment Authority.

Adjourn

Motion was made by Roon and seconded by Boatright to adjourn the meeting at 4:49 p.m.

Motion carried. All voting aye.

Sharon Lash, Interim Deputy City Clerk

MEMORANDUM OF MEETING

Local Officers Compensation Commission
Friday, October 17, 2025
12:00 P.M
Red room

PRESENT: Commissioners - John Query, Mary Bouwens, Kevin Streeter, Thomas Parker

ABSENT: Commissioners - Dan Klompmaker

Staff present: Kristi DeVerney, Chief Interim Deputy Clerk

The Zeeland City Code requires that the Local Officers Compensation Commission meet every odd-year to determine the compensation of elected officials which are the positions of Mayor and Council Members.

Commissioner John Query continued as the Chairperson from the previous meeting on September 25, 2025.

Chief Interim Deputy Clerk DeVerney suggested that the first order of business should be to approve the previous meeting minutes for the September 28, 2023 minutes.

It was moved by Commissioner Streeter and supported by Commissioner Bouwens to approve the minutes of the September 28, 2023 meeting. The motion carried. All voting aye.

The next item of business is to approve the previous meeting minutes from the September 25, 2025 minutes.

It was moved by Commissioner Parker and supported by Commissioner Streeter to approve the minutes of the September 25, 2025 meeting. The motion carried. All voting aye.

Chairperson Query opened the meeting to discussion.

The Commission discussed Mayor Klynstra's per diem. His per diem total amount is currently at \$110/day and \$55/half days with a maximum amount of \$3000/year. It was suggested at the September 28, 2023 meeting to remove the cap of \$3000 and set no limitations. The Commission feels the per diems for the Mayor ProTem and Council members are adequate, so no changes are needed for 2025.

It was moved by Commissioner Streeter and supported by Commissioner Bouwens to keep the set maximum on the Mayor's yearly per diem amount and leave his annual salary amount the same. Motion carried. All voting aye.

The Commission also discussed wages for the year for the Mayor and Council members. In 2023, the Commission recommended the Mayor, Mayor ProTem and Councilmembers receive the same COLA that City employees receive. The Commission chose to continue recommending the Mayor and Council members receive the same COLA for the next two (2) years.

It was moved by Commissioner Query and supported by Commissioner Parker that the Mayor, Mayor ProTem and Council members annual increases in pay be in conjunction with the City

Employees COLA increases each year and that the per meeting pay remain at \$50.00. Motion carried. All voting aye.

The City Code provides that changes in compensation are to be effective 30 days following the Local Officers Compensation Commission's filing with the City Clerk unless rejected by the City Council. In the case of rejection, the existing salaries and per diem would prevail.

Being no further items to discuss, the Commission adjourned at 12:08 p.m. until its 2027 session.

Kristi DeVerney
Chief Interim Deputy Clerk

MEMORANDUM OF MEETING
Personnel Committee
October 22, 2025 – 7:00 AM
City Hall Main Floor Conference Room

PRESENT: Mayor Klynstra, Mayor ProTem Gruppen, BPW Chair Boerman, BPW Vice Chair Cooney, Council Member VanDorp

Staff Present: City Manager Klunder, Assistant City Manager/Finance Director Plockmeyer, BPW General Manager Boatright, and Administrative Assistant Moore

Mayor Klynstra called the meeting to order at 7:00 AM

Employee Comments

No employee comments.

2026 Health Insurance Renewal

Klunder began the meeting by informing the committee that Melanie Hellenthal, the city's new HR Specialist, has begun work this week. She will be working part-time (@ 32 hours/week), with hours here and remotely at home.

He then provided an overview of premium plans/costs for the 2026 calendar year for employees that are proposed for renewal. The city's hard cap is set at 2.9% and in 2026, and the plan premium increases are 6.1%. Per the city's policy, employees pay the difference between the hard cap and the premium. Based on the percentage increases, the 2026 increases equate to \$0-41.15 for family coverage; \$19.89-\$33.93 for two-person coverage; and \$0-\$14.45 for single coverage – depending on which of the five available plans they choose.

Staff are not recommending any changes to plan coverage limits with the exception of one change required by the IRS: high-deductible plan with deductible amounts of \$1,650 (single) & \$3,300 (two-person and family) amounts will need to increase to \$1,700/\$3,400 respectively to meet IRS regulations.

Klunder noted the committee will need to meet again in the near future regarding dental insurance. Staff received a quote from Delta yesterday. They are willing to hold current rate, however, the Pool is looking to grow their dental pool and provided a proposal as well (about a 9% reduction in rates with the same coverage – it would be a different administrator and staff not clear yet how it compares with Delta Dental.) Staff have heard from a few employees that their dental provider has stopped accepting Delta.

Motion was made by Cooney and seconded by VanDorp to recommend renewing the 2025 health plans with the Western Michigan Health Insurance Pool for 2026. All voting aye. Motion passed.

Motion was made by Cooney and seconded by VanDorp to amend the funding policies for full-time employee's health & RX dental coverage as of January 2026 as presented. All voting aye. Motion passed.

Klunder reported that Medicare coverage for retirees will be switching from Priority Health to Humana. A meeting for retirees is scheduled for October 30, 2025.

Meeting adjourned @ 7:35 AM.

Susan Moore, Administrative Assistant



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

CITY COUNCIL MEMORANDUM

TO: Mayor Klynstra and City Councilmembers
FROM: Tim Klunder, City Manager
SUBJECT: City Manager's Report
DATE: October 31, 2025
CC: November 3rd City Council Agenda

BPW Strategic Plan (from Bob Mulder) – The BPW would like to extend an invitation to members of City Council to participate in our Power Supply Strategic Planning Stakeholder Working Group. This facilitator-led team will help inform the BPW's decisions on future power generation and energy supply. Our goal is to ensure the planning process reflects the priorities, needs, and perspectives of the community and customers we serve. We are seeking representation from all segments of our community to achieve a broad and balanced perspective. As our governing body and primary decision makers for the community, City Council's input is an essential part of this process. Your participation is encouraged and appreciated. We plan 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

Note: Final times, location, and materials will be provided in advance.

Additional information will be shared as the dates approach and will be available on our project webpage: <https://zeelandbpw.com/power-plan/>

Thank you for considering this opportunity and we look forward to hearing from you soon

Taft Street Sidewalk (from Kevin Plockmeyer) – At our 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. The purpose of bringing these members into the discussions is for them to gain a deeper understanding of the parking challenges, feedback, and pressures associated with ongoing downtown growth. 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 consultant and staff develop strategies to improve parking management and present those recommendations to SARB, the Planning Commission, and City Council. Staff believes that having members of the Planning Commission and SARB with a deeper understanding of the parking pressures and feedback we’ve received will strengthen future discussions among the larger groups.

Retiree Medicare Advantage Plan Meeting – On Monday’s meeting we have a recommended Service Management Agreement with Retiree First to manage the city’s Retiree Medicare Advantage Plan. This Medicare Advantage plan is available to retirees (and future retirees) that were employed with the city before July 1, 2009 and if they chose to stay in the retiree health plan versus moving to a Retiree Health Savings Account Plan (all hires after July 1, 2009). 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 that we are lacking amongst our city team and honestly, do not feel we have been receiving from a previous consultant.



Attachment – Fire/Rescue Monthly Report for September 2025.

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

ZEELAND FIRE RESCUE

SEPTEMBER 2025 MONTHLY REPORT

MISSION STATEMENT

Zeeland Fire Rescue is a team committed to protect against loss of life and property from the effects of fires, medical emergencies, and other hazards.

CORE VALUES

*Integrity
Teamwork
Honor
Professionalism
Dedicated
Compassionate*

STATISTICS

Number of Calls 2025	
Year to Date:	693
September:	101

Number of Calls 2024	
Year to Date:	626
September:	85

TRAINING

Zeeland Fire Rescue participated in the following trainings during the month of September:

- September 8, 2025: Department training topic: Inservice training for new fire engine.
- September 29, 2025: Department training topics: Fit testing, MIOSHA pert 74 review, and high voltage awareness.
- Zeeland Fire Rescue logged 20 hours training on the new engine.
- In the month the Daytime crew trained on the following topics:
 - Driver's training
 - Fire Service Instructor
 - Forcible Entry
 - Fire pump operations



PUBLIC RELATIONS & FIRE PREVENTION

The following are public relations events Zeeland Fire Rescue participated in during the month of September:

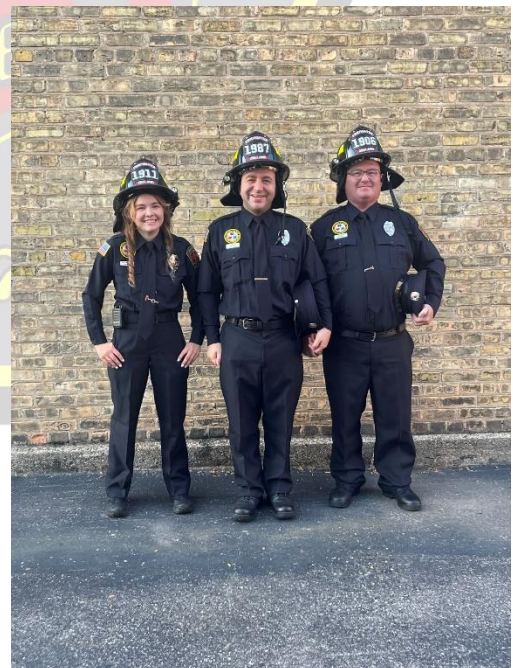
- A fire alarm acceptance test.
- Posted flags for Labor Day
- Prepared Incident Action Plan for Labor Day Truck Parade
- Assisted with traffic control for the Labor Day Truck Parade
- Posted flags for Patriot's Day
- Participated with various drills at local schools
- Participated in Emergency Operations meeting with a local business
- Conducted a station tour
- Family day at Medilodge of Zeeland
- Met with local business about upcoming projects



ADDITIONAL DEPARTMENT INFORMATION

The following are additional activities that Zeeland Fire Rescue participated in.

- Attended site development discussion
- State EMS vehicle inspection
- Attended OCFC's Legislative dinner
- Assisted an Ottawa County Fire Department with a fire investigation
- Participated in a MABAS meeting
- Participated in an Ottawa County Radio Committee meeting
- Participated in a Local Planning Team Meeting (LPT)
- Reprogrammed fire department radios
- Met with ZPS Superintendent
- Assisted the State EMS office with EMS Sponsorship audit
- Apparatus Committee members brought new fire engine to City Council meeting
- Members worked on mounting equipment in new fire engine
- Oath of Office for three members: Kira Klomprens, Brian Hopper, and Thomas Woltjer





CITY COUNCIL MEMORANDUM

TO: Kevin Klynstra and Zeeland City Council Members

CC: Tim Klunder, City Manager

FROM: Abby deRoo, City Marketing Director

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

DATE: October 30, 2025

Sunday Sales Ordinance Amendment

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 this 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.

Parks 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).
- All beverages must be in approved Social District cups.
- 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 - please refer to separate Social District memo for Monday's work/study.

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.

Recommendations

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.

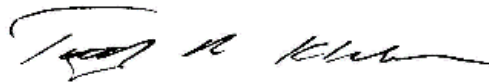
This change fulfills the 2025 Strategic Action Plan directive, aligns Zeeland with regional norms, and provides regulated flexibility to license holders—none of whom petitioned for this change but who expressed general support when approached by the City.

Staff respectfully 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.



Abigail deRoo, City Marketing Director



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



CITY COUNCIL MEMORANDUM

TO: Mayor Klynstra and Zeeland City Council

FROM: Abby deRoo, City Marketing Director

SUBJECT: Social District Maintenance and Management Plan Edits

DATE: 10/30/25

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. Attached are a few documents for review:

- 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.

Abigail deRoo, City Marketing Director

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.

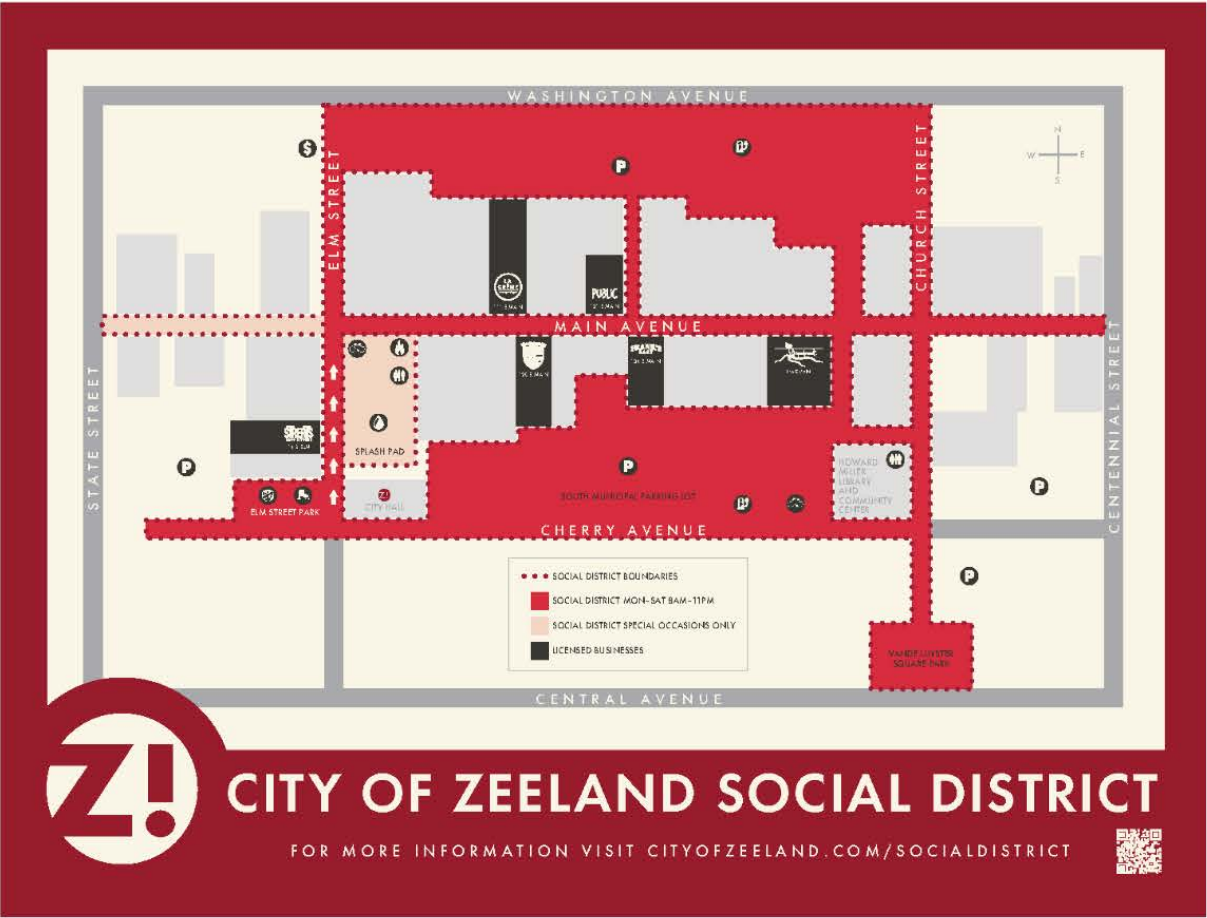
Trash, Recycling and Sanitizing:

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.

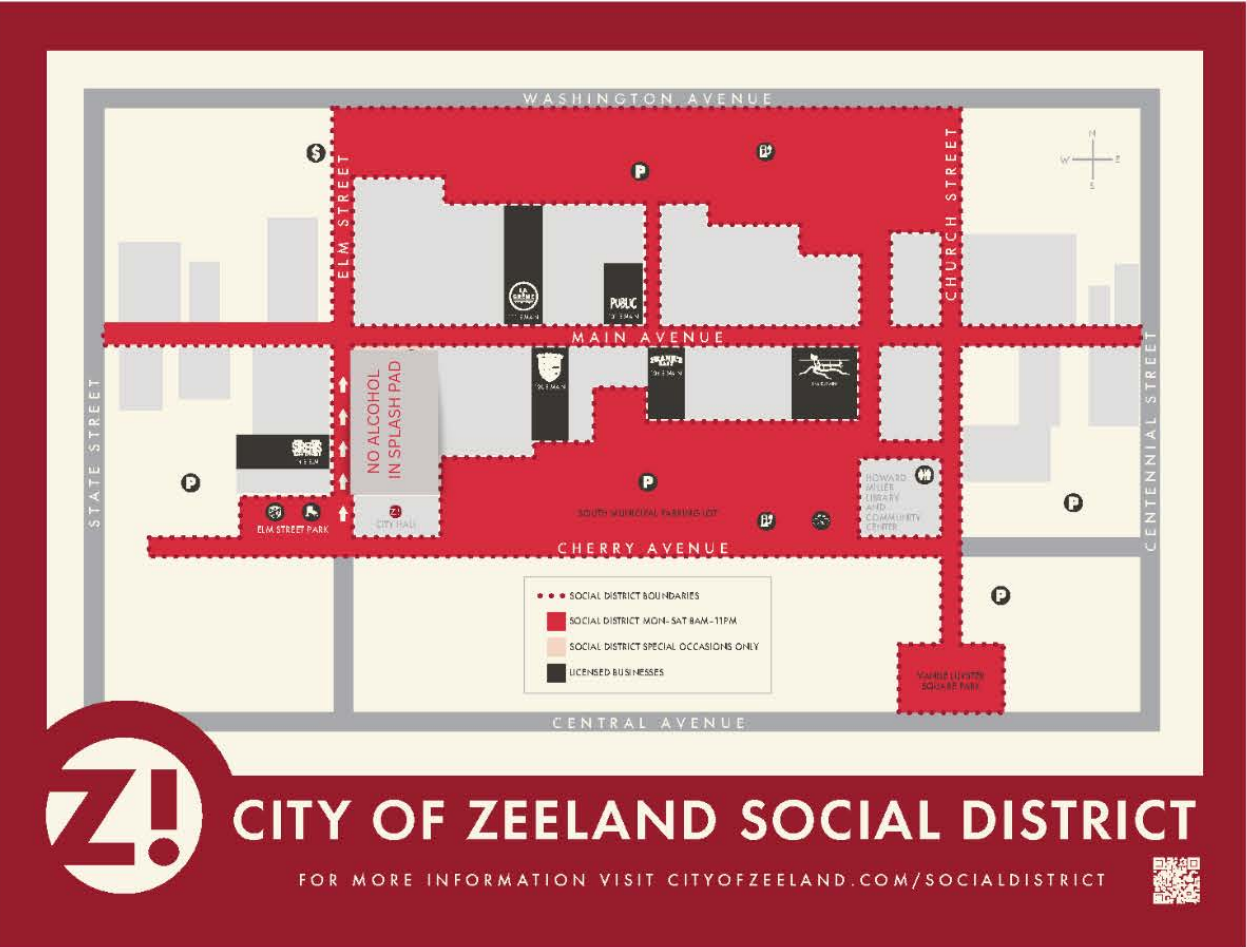
Review:

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





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

CITY COUNCIL MEMORANDUM

TO: Mayor Klynstra and City Councilmembers

FROM: Tim Klunder, City Manager

SUBJECT: Review of (1) Proposed Amendments to the Brownfield Tax Increment Financing Policy and (2) New Community and Economic Development Financial Incentive Policy

DATE: October 31, 2025

CC: November 3rd City Council Work/Study Session

The City's 2025 Strategic Action Plan notes a couple of action steps under the Commitment of Community and Economic Development as referenced below.

Action Step	Outcome Indicator	Value Statement
(1) Economic Development Incentive Level of Support Policy	By July 1, 2025, develop a policy that provides a framework for total level of economic support that can be offered for development projects using any combination of available incentives and abatements.	Developing an economic development support level policy will provide clear guidance to developers regarding the level of economic support they may seek, while also ensuring equitable levels of local economic support across differing projects.
(2) Brownfield TIF Policy Amendment	By July 1, 2025, update the Brownfield TIF Policy to address such things as payment of interest, capture of TIF for LBRF, public infrastructure, max. TIF reimbursement as % of project, etc.	Developing an economic development support level policy will provide clear guidance to developers regarding the level of economic support they may seek, while also ensuring equitable levels of local economic support across differing projects.

Our leadership team has been working on these policies and we first presented them to their Brownfield Redevelopment Authority on October 13, 2025 meeting. Although I was unable to attend that meeting, my understanding is that the Authority provided positive feedback on them. At Monday's work/study session, we would like to share them with City Council and review them for Council's feedback.

FEEL THE ZEEL



Brownfield Tax Increment Financing Policy

When the city originally established our Brownfield Redevelopment Authority, a Brownfield Tax Increment Financing (TIF) Policy was put in place to help guide decisions around brownfield plans seeking tax increment financing – historically tax increment financing has helped reimburse developers for additional costs associated with cleaning up contaminated sites. The city's Brownfield TIF Policy largely remained unchanged from when it was established in 2004 until 2022. At that time, the city started to witness an increase in brownfield activity and the policy needed to be refreshed.

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 (discussed below) and therefore, the Brownfield TIF Policy should reference that proposed new policy as well.

Attached you will find proposed amendments to the Brownfield Tax Increment Financing Policy. At Monday's meeting, we would like some feedback from City Council on these proposed amendments. We are not seeking action at Monday's meeting. A summary of the proposed amendments are as follows:

1. Under "Tax Increment Financing Considerations" adding a component related to housing and the need for the developer to reserve a portion of the project's housing for income qualified households. Note, we are not suggesting that a minimum percentage of income restricted units be set. Rather, we feel each project should be evaluated on a case-by-case basis.
2. Adding a "Tax Increment Financing Provisions" Section.
 - a. Item #1 and #2 under this section are setting percentages (or maximums) for administrative fees and interest payments. The city has historically collected administrative fees and we have allowed interest payments. Providing guidance on these percentages creates consistency between projects.
 - b. Item #2 deals with the layering of a Commercial Rehabilitation Tax increase with a brownfield plan. This has been done with numerous projects in the city. The impact is that a Commercial Rehabilitation Tax essentially freezes (some school tax exceptions) taxes for 10 years. Thus, there is no incremental gain in tax revenue to reimburse a developer for brownfield costs in the first 10 years. This naturally extends the time required to repay a developer. Under the Brownfield

Act, once a developer is paid in full, the Authority can collect another 5 years (assuming the entire plan does not go beyond 30 years) of tax increment revenue to put in the Local Brownfield Fund. Under the Brownfield Act, an Authority can delay the start of collecting TIF for 5 years. This delayed start may allow for the Local Brownfield Fund to collect 5 years of TIF within the 30-year time limit of TIF collection.

- c. Item #4 and #5 are the “heart” of the updates. Under Item #4 of the proposed policy amendment, incentives maximums should target no more than 40% brownfield incentives (50% if no other incentives offered). How these percentages are calculated are written into the policy. The increase from 40% to 50% if no other incentives are offered, tries to bring equity to projects that do “layer” other economic incentives – and which will now be addressed in a new Economic Development Incentive Policy.
 - d. Item #5 notes that a TIF Plan shall provide some funding to either the Local Brownfield Fund and/or support public infrastructure for the project. This would prevent a project from capturing all of the tax increment revenue for “private purposes only”. It also notes 10% of the annual tax increment shall be used for public infrastructure work (if it is undertaken for the project).
3. Adding a “Housing Assistance Fund” provision section. This section is theoretically based and there is no Housing Assistance Fund within the Brownfield Authority or city at this time. This provision is established if (a) a proposed project is above the financial incentive percentages outlined in the Brownfield TIF Policy and/or Economic Development Incentive Policy and (b) if the city were able to obtain funds for a Housing Assistance Fund through a grant, donation, etc. In theory, the Housing Assistance Fund could be used to close the financial gap. This is purely a pro-active statement at this time. But, it is a provision that may help with projects that are seeking to create affordable workforce housing, but would not be able to develop their project to the full extent requested due to the city’s incentive policy limits.

Community and Economic Development Financial Incentive Policy

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. As stated above, the new policy looks to establish equity between projects by creating target maximum percentages of incentives offered to projects.



Financial Incentives Example Chart

Attached to this information is a chart of how percentages would have been calculated on existing projects (projects 1 – 4) 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.

Summary

Again, the Brownfield Redevelopment Authority reviewed these policies at their October 13, 2025 meeting and provided positive feedback on the direction of these policies. We look forward to City Council's feedback on Monday evening. 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.

Timothy R. Klunder, City Manager

**CITY COUNCIL (OR GOVERNING BODY/COMMISSION)
POLICY DIRECTIVE**

INDEX NUMBER: 04.43 (amended ~~5-16-2022~~ TBD)

DATE: ~~May 16, 2022~~

BODY: City Council and Brownfield Redevelopment Authority

SUBJECT: Brownfield Tax Increment Financing

Project Review Administration Fees

The City of Zeeland Brownfield Redevelopment Authority and the Zeeland City Council require that outside consulting fees (for example, legal fees, ~~and~~ publication fees, brownfield consultants, traffic engineers, etc.) incurred by the City of Zeeland Brownfield Redevelopment Authority and/or by the City of Zeeland be repaid by the applicant within thirty days from the date of billing.

The applicant may treat such fees, however, as project expenses and may be reimbursed for such fees with tax increment financing (TIF) revenues (if a plan is approved with TIF dollars) at the beginning of the TIF collection. The applicant shall also be liable for such fees and costs if a Brownfield Plan is not approved for the applicant. Amounts annually repaid for these administrative fees shall be subject to the limits of applicable state laws.

Tax Increment Financing (TIF) Considerations

The City of Zeeland Brownfield Redevelopment Authority and the City of Zeeland encourage applicants that seek to use TIF dollars to obtain approval for school tax capture as appropriate for the eligible activities.

The City of Zeeland Brownfield Redevelopment Authority and the City will consider the following factors and guidelines when deciding whether or not to approve a TIF plan:

1. Number and type of jobs created or retained by the project.
- ~~1.2.~~ In the case of housing, the developer's commitment to reserve a portion of the Project's rental units as income restricted units for income qualified households, i.e., household incomes at or below the State's income percentages found in Act 381 (the Brownfield Redevelopment Financing Act, Act 381 of Public Acts of Michigan of 1996, as amended).
- ~~2.3.~~ The impact of the project on the community.
- ~~3.4.~~ The impact of the project on the City's tax base.
- ~~4.5.~~ The ability of the project to move forward without the capture of TIF.
- ~~5.6.~~ The quality of construction and the site plan of proposed structures and of a development.
- ~~6.7.~~ Other relevant factors as may be permitted by law and as may be raised during a public hearing.
8. The proposed length of time for tax increment revenue captures, which shall be limited to a period not to exceed the maximum duration permitted by law.

Tax Increment Financing Provisions:

1. The City's Brownfield Authority shall collect a 5% annual administrative fee during the term a developer is reimbursed with Tax Increment Financing.
2. Up to 5% interest on the outstanding reimbursement balance of the developer will be considered for payment, with the Secured Overnight Financing Rate (SOFR) used as a benchmark during the Brownfield Plan development. No interest shall be paid while local capture is not being collected (during a CRA exemption for example).
3. If Commercial Rehabilitation Act Exemption, Commercial Redevelopment Act Exemption, or similar incentives are sought which would delay the local capture of TIF, the TIF plan may seek to delay the start of TIF collection for five years.
4. Development incentive maximums should target no more than 40% Brownfield tax increment incentives (50% if no other city involved financial incentives are provided – refer to City's Community and Economic Development Financial Incentive Policy) of projected cash value of the project. Please refer to attached sample calculation table.
- 7.5. The TIF Plan shall provide for 5 years of Local Brownfield Redevelopment Capture and/or the capture of funds to support public infrastructure for the project. Should capture occur to support public infrastructure work, 10% of the annual available capture (after State Brownfield Revolving Fund and BRA Administrative Fee captures) shall be paid to the Brownfield Authority for public infrastructure work associated with the project.

In the event the capture of school tax increment revenues is not requested or is not approved, the reimbursement for eligible activities will be limited to the proportional share that captured local tax mills have to the total property tax mills. There may be exceptions for those cases where there is a compelling local interest. In addition to the criteria set above, the City of Zeeland Brownfield Redevelopment Authority and City Council will also consider the following criteria when deciding to capture additional local non-school taxes.

1. The ability of the project to move forward without the extension of local non-school tax captures.
2. The length of time needed to capture the full school tax capture amount.

Reimbursement Agreement

The City of Zeeland Brownfield Redevelopment Authority and the Zeeland City Council shall require all projects that seek to utilize TIF revenue captures to enter into a reimbursement agreement as specified by the City of Zeeland which will outline the respective parties' obligations as they relate to the reimbursement of eligible costs under a TIF plan.

Housing Fund Assistance

Should an eligible (under Act 381) Housing Development Project's proposed Tax Increment Financing Plan fail to capture sufficient funds to reimburse the developer's eligible cost due to compliance with the City's Tax Increment Financing Provisions found within this Policy and/or the Financial Incentive Percentages found within the City's Community and Economic Development Financial Incentive Policy, the Developer

may request the use of funds (if available) within the Brownfield Authority's fund balance committed for Housing Projects. The "Housing Fund Assistance" dollars will be considered as "gap" financing between the Tax Increment Financial Incentives and other City Financial Incentives capped by the Policies referenced above and the projected amount of dollars requested by a developer to fully recoup their eligible activities within a developer's Brownfield Plan. The amount of dollars provided by the Brownfield Authority/City Council from the City's Housing Assistance Fund will be determined solely by the City's Brownfield Redevelopment Authority and City Council based on project criteria outlined in the various incentive policies outlined within this policy and will only be made available if the developer obtains an approved Brownfield Plan from the City and State. Additionally, the City, at its sole discretion, may determine that only a percentage of the "financial gap" will be provided and nothing shall require the City to fully fund the "financial gap" referenced above. Funds provided by the City designated as Housing Assistance Fund will be considered as a grant that will be paid to the developer at the conclusion of the Brownfield Plan term.

Commented [TK1]: Should this be considered a 0% loan

CITY COUNCIL (OR GOVERNING BODY/COMMISSION) POLICY DIRECTIVE

INDEX NUMBER: tbd

DATE: tbd

BODY: City Council

SUBJECT: Community and Economic Development Financial Incentive Policy

Policy Overview

The City of Zeeland has a Community and Economic Development commitment to our “Feel the Zeel” Vision. That commitment states the City will: *“Lead and facilitate strategic growth that is consistent with the City’s vision by building collaborative relationships and promoting a climate that is accommodating, identifies and utilizes resources to create development opportunities, and is responsive to emerging issues and trends.”* This Community and Economic Development commitment also plays a role in impacting other commitments such as a Vibrant Downtown; Infrastructure; Strong, Safe and Connected Neighborhoods; and Financial Sustainability.

Identifying financial incentives, and utilizing those resources to create development opportunities has been a hallmark of Zeeland’s success. Incentives that the City has used successfully include (but are not limited to) grants, Industrial Facility Tax Exemptions (PA 198), Commercial Rehabilitation Tax Incentives (Act 210), Commercial Redevelopment Act (Act 255), Brownfield Redevelopment Tax Increment Financing (Act 381), and land sales/agreements.

In keeping with the City’s commitment to remain Financially Sustainable, and to promote equity between various community and economic development projects seeking financial incentives from the City to make those developments financially viable, the City has established an overall financial incentive benchmark (cap) when considering approval of financial incentives (single or multiple) for proposed development projects.

Each specific incentive (IFT, CRA, etc.) has already established specific criteria when analyzing a project around such things as job creation, impact of the project on the community, cash investment by the developer, quality of project, etc. Please refer to each applicable incentive policy for those identified criteria. As such, this policy does not necessarily touch on those evaluation criteria, but rather, the purpose of this policy is to create equity in financial incentives across various projects.

Financial Benchmarks/Comparables

While no specific values are set for any single financial benchmark noted below, the City will perform an analysis of the financial incentives across the applicable benchmarks to determine if they are comparable with other projects within the City. Those benchmarks are:

1. Dollar incentive per dwelling unit. (Divide dwelling units by estimated cash value of financial incentives offered.)
2. Dollar incentive per square feet of building project. (Divide building square footage by estimated cash value of financial incentives offered.)
3. Dollar incentive per investment value. (Divide estimated incentive value by total estimated cash value of the project upon construction completion.)

Financial Incentive Percentage

1. Incentive maximums to the developer should target no more than 40% Brownfield tax increment incentives (50% if no other city involved financial incentives are provided) and no more than 50% combined financial incentives that the city has direct financial participation in (for example, Commercial Rehab, IFT, land, etc.).
 - a. Calculation of percentages are derived by dividing the estimated financial incentives by the total estimated cash value of the project upon completion. (See table example attached.)

Development Agreement and/or Contracts

The City may require a developer to enter into a development agreement and/or contract which will identify the parameters for the development (estimated construction value, jobs created, timeline, project aesthetics, materials, etc.) in consideration of the financial incentives offered.

	Project				Potential	to meet 40% policy	to meet 50% policy	average incentive of offers
	Example 1	Example 2	Example 3	Example 4		adjusted Potential	adjusted Potential	
Land Value	\$ 315,800.00	\$ 467,500.00	\$ 195,000.00	\$ -	\$ -	\$ -	\$ -	
Proposed Brownfield Value	\$ 671,900.00				\$ 2,346,119.00	\$ 1,400,000.00	\$ 1,750,000.00	
Actual Brownfield Value			\$ 2,523,640.00	\$ 147,250.00				
Value of Tax Abatement (CRA)	\$ 696,632.20	\$ 377,384.66	\$ 1,163,312.44	\$ 95,248.62				
Total Incentive	\$ 1,684,332.20	\$ 844,884.66	\$ 3,881,952.44	\$ 242,498.62	\$ 2,346,119.00	\$ 1,400,000.00	\$ 1,750,000.00	
No. of Dwelling Units	22	8	48	N/A	18	18	18	\$ 87,681.72
Incentive per Unit	\$ 76,560.55	\$ 105,610.58	\$ 80,874.01	N/A	\$ 130,339.94	\$ 77,777.78	\$ 97,222.22	
Finished Square Footage	27684	19075	62808	6548	18415	18415	18415	\$ 50.99
Incentive per Square Foot	\$ 60.84	\$ 44.29	\$ 61.81	\$ 37.03	\$ 127.40	\$ 76.02	\$ 95.03	
Total True Cash Value	\$ 4,662,000.00	\$ 2,500,000.00	\$ 8,400,000.00	\$ 920,000.00	\$ 3,500,000.00	\$ 3,500,000.00	\$ 3,500,000.00	\$ 0.36
Incentive per Investment Value	\$ 0.36	\$ 0.34	\$ 0.46	\$ 0.26	\$ 0.67	\$ 0.40	\$ 0.50	
Percentage of Total Incentive to True Cash Value	36.13%	33.80%	46.21%	26.36%	67.03%		50.00%	35.62%
Percentage of Total Brownfield incentive to True Cash Value	14.41%	0.00%	30.04%	16.01%	67.03%	40.00%		20.15%

Example 1 Land Value - Purchase price of property plus demolition costs

Example 2 Land Value - Purchase price of property, demolition costs, and land purchase

Example 3 Land Value - Estimated Market Value less Payment for property, Estimated Market Value for Vacated ROW



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

MEMORANDUM

DATE: Thursday, October 30, 2025

TO: Tim Klunder, City Manager

FROM: Tim Maday, Community Development Director

RE: **November 3rd City Council meeting agenda - Act 210 – Commercial Rehabilitation Exemption Certificate Application for 123 E Main Ave**

Background: 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.

Staff Recommendation: 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)

Timothy Maday, Community Development Director

Please do not hesitate to contact me with any questions you may have regarding this memo, the enclosures, or anything related to this matter.

NOTICE OF PUBLIC HEARING
For a Commercial Rehabilitation Exemption Certificate
for
123 Main Development, Inc.

CITY OF ZEELAND
(Under Act 210, Public Acts of Michigan of 2005, as amended)

PLEASE TAKE NOTICE that the City Council of the City of Zeeland whose chambers are in the Zeeland City Hall at 21 South Elm Street, Zeeland, Michigan, and whose telephone number is 772-6400 will hold a public hearing on and at:

Monday, November 3, 2025
7:10 P.M.
Council Room of City Hall

For the purpose of hearing the public and all interested persons concerning the application 123 Main Development, Inc. for a Commercial Rehabilitation Exemption Certificate under the provisions of Act 210 of the Public Acts of Michigan of 2005, as amended (the Commercial Rehabilitation Act). The address of the proposed new facility is 123 E. Main Avenue, Zeeland, Michigan 49464. The Commercial Rehabilitation District is legally described as follows:

The South 125 Feet of the East 1/2 of Lot 5, Block 1 of Keppel's Addition
to the Village (now City) of Zeeland, City of Zeeland, Ottawa County,
Michigan. PPN: 70-17-18-357-051.

Specific notice is directed to the Zeeland City Assessor and to the legislative bodies of each taxing unit which levies ad valorem property taxes in the City of Zeeland who shall have an opportunity to be heard with respect to said application in accordance with said statute.

The City of Zeeland will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing with a need for an accommodation being provided upon a notice to the City of Zeeland by the Monday preceding the meeting by 5:00 p.m. With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation. Individuals requiring auxiliary aids or services should contact the City of Zeeland by writing or calling the City Clerk's office 772-6400.

Dated: October 17, 2025

Sharon Lash, Interim Deputy Clerk

City of Zeeland

AUG 22 2025

Michigan Department of Treasury
4507 (Rev. 12-20)Application for Commercial
Rehabilitation Exemption Certificate

Issued under authority of Public Act 210 of 2005, as amended.

LOCAL GOVERNMENT UNIT USE ONLY

Application No. Date Received

STATE USE ONLY

Application No. Date Received

Read the instructions page before completing the form. This application should be filed after the commercial rehabilitation district is established. The applicant must complete Parts 1, 2 and 3 and file the application form (with required attachments) with the clerk of the local governmental unit (LGU). Attach the legal description of property on a separate sheet. This project will not receive tax benefits until approved by the State Tax Commission (STC). Applications received after October 31 may not be acted upon in the current year. This application is subject to audit by the STC.

PART 1: OWNER / APPLICANT INFORMATION (applicant must complete all fields)

Applicant (Company) Name (applicant must be the owner of the facility) 123 Main Development Corporation		NAICS or SIC Code 531120	
Facility's Street Address 123 East Main Ave	City Zeeland	State MI	ZIP Code 49464
Name of City, Township or Village (taxing authority) City of Zeeland	County Ottawa	School District Where Facility Is Located Zeeland School District	
<input checked="" type="checkbox"/> City <input type="checkbox"/> Township <input type="checkbox"/> Village			
Date of Rehabilitation Commencement (mm/dd/yyyy) 10-01-2025	Planned Date of Rehabilitation Completion (mm/dd/yyyy) 12-31-2026		
Estimated Cost of Rehabilitation \$2,000,000	Number of Years Exemption Requested (1-10) 10 years		
Expected Project Outcomes (check all that apply)			
<input checked="" type="checkbox"/> Increase Commercial Activity <input checked="" type="checkbox"/> Retain Employment <input checked="" type="checkbox"/> Revitalize Urban Areas <input checked="" type="checkbox"/> Create Employment <input type="checkbox"/> Prevent Loss of Employment <input type="checkbox"/> Increase Number of Residents in Facility's Community			
No. of jobs to be created due to facility's rehabilitation	No. of jobs to be retained due to facility's rehabilitation	No. of construction jobs to be created during rehabilitation	

PART 2: APPLICATION DOCUMENTS

Prepare and attach the following items:

<input checked="" type="checkbox"/> General description of the facility (year built, original use, most recent use, number of stories, square footage)	<input checked="" type="checkbox"/> Statement of the economic advantages expected from the exemption
<input checked="" type="checkbox"/> Description of the qualified facility's proposed use	<input checked="" type="checkbox"/> Legal description
<input checked="" type="checkbox"/> Description of the general nature and extent of the rehabilitation to be undertaken	<input type="checkbox"/> Description of the "underserved area" (Qualified Retail Food Establishments only)
<input checked="" type="checkbox"/> Descriptive list of the fixed building equipment that will be a part of the qualified facility	<input type="checkbox"/> Commercial Rehabilitation Exemption Certificate for Qualified Retail Food Establishments (Form 4753) (Qualified Retail Food Establishments only)
<input checked="" type="checkbox"/> Time schedule for undertaking and completing the facility's rehabilitation	

PART 3: APPLICANT CERTIFICATION

Name of Authorized Company Officer (no authorized agents) Carey L. Koele		Telephone Number 616-931-1223	
Fax Number 616-931-1225		E-mail Address carey.koele@lpl.com	
Street Address 123 East Main Ave	City Zeeland	State MI	ZIP Code 49464
<p>I certify that, to the best of my knowledge, the information contained herein and in the attachments is truly descriptive of the property for which this application is being submitted. Further, I am familiar with the provisions of Public Act 210 of 2005, as amended, and to the best of my knowledge the company has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local governmental unit and the issuance of a Commercial Rehabilitation Exemption Certificate by the State Tax Commission.</p> <p>I further certify that this rehabilitation program, when completed, will constitute a rehabilitated facility, as defined by Public Act 210 of 2005, as amended, and that the rehabilitation of this facility would not have been undertaken without my receipt of the exemption certificate.</p>			
Signature of Authorized Company Officer (no authorized agents) 		Title President / Owner	Date 8-22-25

PART 4: ASSESSOR RECOMMENDATIONS (assessor of LGU must complete Part 4)			
Provide the Taxable Value and State Equalized Value of Commercial Property, as provided in Public Act 210 of 2005, as amended, for the tax year immediately preceding the effective date of the certificate (December 31 of the year approved by the STC).			
	Taxable Value	State Equalized Value (SEV)	
Land			
Building(s)			
The property to be covered by this exemption may not be included on any other specific tax roll while receiving the Commercial Rehabilitation Exemption. For example, property on the Eligible Tax Reverted Property (Land Bank) specific tax roll cannot be granted a Commercial Rehabilitation Exemption that would also put the same property on the Commercial Rehabilitation specific tax roll.			
<input type="checkbox"/> By checking this box I certify that, if approved, the property to be covered by this exemption will be on the Commercial Rehabilitation Exemption specific tax roll and not on any other specific tax roll.			
Name of Local Government Body			
Name of Assessor (first and last name)		Telephone Number	
Fax Number		E-mail Address	
I certify that, to the best of my knowledge, the information contained in Part 4 of this application is complete and accurate.			
Assessor's Signature			Date
PART 5: LOCAL GOVERNMENT ACTION (clerk of LGU must complete Part 5)			
Action Taken By LGU (attach a certified copy of the resolution):			
<input type="checkbox"/> Exemption approved for _____ years, ending December 30, _____ (not to exceed 10 years)			
<input type="checkbox"/> Exemption Denied			
Date District Established (attach resolution for district)	Local Unit Classification Identification (LUCI) Code	School Code	
PART 6: LOCAL GOVERNMENT CLERK CERTIFICATION (clerk of LGU must complete Part 6)			
Clerk's Name (first and last)		Telephone Number	
Fax Number		E-mail Address	
Mailing Address	City	State	ZIP Code
LGU Contact Person for Additional Information	LGU Contact Person Telephone Number	Fax Number	
I certify that, to the best of my knowledge, the information contained in this application and attachments is complete and accurate and hereby request the State Tax Commission issue a Commercial Rehabilitation Exemption Certificate, as provided by Public Act 210 of 2005, as amended.			
Clerk's Signature			Date

For faster service, the LGU should email the completed application and required documents to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury, State Tax Commission
P.O. Box 30471
Lansing, MI 48909

Application for Commercial Rehabilitation Exemption Certificate

City of Zeeland

AUG 22 2025

General Description of Facility:

Received

Originally constructed in 1970, this building has a rich history of serving the local community through various stages of its life. Designed with the sturdy architecture and practical layout typical of mid-century commercial buildings, it first opened its doors as a **bank loan service center**, where clients met with loan officers to secure mortgages, business loans, and personal financing. The space featured private offices, a secure records area, and a customer-focused layout that supported personalized financial consultations.

In the decades that followed, the building was repurposed into a women's clothing boutique. Its open floor plan and large front windows were reimagined to showcase seasonal collections and create an inviting retail experience for shoppers.

Today, the 3000 square foot, one story building has been home to a modern financial planning firm for the past 20 years, blending its legacy of trust and service with a fresh, client-focused atmosphere. While the bones of the original structure remain, the interior has been thoughtfully renovated to include private offices, a welcoming reception area, and collaborative meeting spaces—reflecting the firm's commitment to personalized and professional financial guidance.

Description of qualified facility's proposed use:

Description of the general nature and extent of the rehabilitation to be undertaken:

The proposed facility is the redevelopment of an existing, locally owned financial advisory office that has operated in downtown Zeeland for 30 years. The project involves the demolition of the current single-story building and construction of a new two-story structure to better serve current clients and support the firm's continued growth.

Descriptive list of the fixed building equipment that will be part of the qualified facility:

The new facility will continue to serve as the permanent headquarters of the firm and is designed to support a mix of professional, client-facing, and operational functions. The building will also provide flexible space to accommodate future staffing, staff development, and community engagement.

The total building size will be approximately 6,352 square feet, as follows:

- **Client Meeting and Consultation Areas – 1,200 sq ft**
Private offices and conference rooms for confidential financial consultations, plan presentations, and small-group workshops.

- **Advisor and Staff Offices – 3,600 sq ft**
Dedicated workspaces for financial advisors, support staff, and firm management, ensuring a professional environment for daily operations and long-term planning.
- **Reception, Waiting, and Administrative Support – 700 sq ft**
Includes a welcoming front lobby, receptionist station, and administrative workspace for client scheduling, intake, and records processing.
- **Employee Collaboration, Training, and Break Areas – 500 sq ft**
multi-use areas supporting internal meetings, staff development, and overall employee well-being.
- **Storage, IT/Server Room, and Mechanical – 352 sq ft**
Secure areas for document storage, building systems, and technology infrastructure.

This expanded facility will enhance operational efficiency, support future hiring, and reinforce the firm's long-term presence in downtown Zeeland while contributing to the city's professional service landscape.

Time Schedule for undertaking and completing the facility's rehabilitation:

This project represents a **\$2 million investment** in Zeeland's downtown core, with targeted start date of November of 2025 and completion by the end of **2026**. The expanded facility will position the firm to meet growing client needs and strengthen its capacity to serve the community.

Statement of Economic Advantages Expected from the Exemption:

The requested exemption will support the redevelopment and expansion of an established financial advisory office in downtown Zeeland. The firm has deep roots in the community and remains committed to providing high-quality financial services to individuals, families, and local businesses.

This project represents a **\$2 million investment** into Zeeland's downtown core, with targeted completion by the end of **2026**. The expanded facility will position the firm to meet growing client needs and strengthen its capacity to serve the community.

The project will **retain ten existing professional staff** and enable the addition of at least **five or more new staff members over the next five years**, including positions in financial advising, client service, and administrative support. These new roles will provide year-round employment for Zeeland-area residents and support the firm's long-term stability.

During construction, the project is expected to support **12 to 15 temporary jobs**, utilizing local contractors, tradespeople, and suppliers. This activity will generate short-term economic benefits in wages and local commerce.

In summary, the exemption will support continued private investment in Zeeland, reinforce the city's downtown vitality, and contribute to both short- and long-term economic growth.

Economic benefits expected from this project include:

- **Retention of ten existing professional positions**, preserving local jobs and continuity of service.
- **Creation of five or more new full-time positions** over the next five years in financial advising, client support, and administration.
- **Support of 12 to 15 temporary construction jobs**, engaging local builders and service providers.

This project will strengthen downtown Zeeland's professional service offerings, attract foot traffic, and enable the firm to continue investing in employee development, technology, and local engagement initiatives.

Legal Description:

Address of proposed district: 123 E. Main Ave., Zeeland, MI 49464

Permanent tax parcel number of proposed district: 70-17-18-357-051

Is the principal building on this parcel more than 15 years old, or is the parcel a commercial parcel in accordance with the provisions of Act 210? Yes

Square footage of the proposed district: 6352 square footage

Legal description of proposed district:

The parcel is situated in the City of Zeeland, Ottawa County, Michigan and is described as follows: The South 125 feet of the East ½ of lot five, Block 1 of Keppel's Addition to the Village (now City) of Zeeland from 17-18-357-013 1/92

Prop #: 70-17-18-357-051

Prop Address: 123 E Main Ave

Zeeland Public: School: 70350

Description of the underserved area: N/A

Commercial Réhabilitation Exemption Certificate for Qualified Retail Food Establishments : N/A

SWORN STATEMENT

DATED: 9/11/25

OWNER: Koele Godfrey Investment Group
 LENDER: _____
 State: MICHIGAN
 County: ALLEGAN

COMPANY NAME: CL Construction, Inc.
 PERSON SUBMITTING: Brian Lerner
 ADDRESS OF
 IMPROVEMENTS: 123 E. Main St Zeeland, MI 49684

TELEPHONE: 616.335.3074
 CELLPHONE: 616.437.3830
 FAX: 616.335.2592

The undersigned President or Owner of the company identified above (the "Contractor"), the builder or general contractor for the construction of certain improvements at the property that the following is a list of each professional, subcontractor, supplier and laborer that Contractor has retained in connection with such improvements and that opposite each such name is a correct and full description of the work or material to be provided by such party, the amount of the original contractor or bid, the revised contract amount, if any, the aggregate amount of previous payments to such party, the current amount due such party as of the date set forth above, and the remaining amount required to complete the particular item of work, as follows:

CONTRACTOR/SUPPLIER OR LABORER	DESCRIPTION OF WORK OR MATERIAL	ORIGINAL CONTRACT AMOUNT	CHANGE ORDERS (IF ANY)	ADJUSTED CONTRACT AMOUNT	PREVIOUS PAYMENTS (omit to date retentions)	AMOUNT OF THIS REQUEST (omit retentions)	RETENAGE (IF ANY)	BALANCE TO COMPLETE (including retentions)
CL Construction	General Requirements/Management	\$315,192.23	\$0.00	\$315,192.23	\$0.00	\$0.00	\$0.00	\$315,192.23
Budget	Sitework, Sewer, Asphalt Paving	\$54,250.00	\$0.00	\$54,250.00	\$0.00	\$0.00	\$0.00	\$54,250.00
Budget	Landscaping/Irrigation	\$7,500.00	\$0.00	\$7,500.00	\$0.00	\$0.00	\$0.00	\$7,500.00
RA	Concrete Walls and Footings	\$47,396.00	\$0.00	\$47,396.00	\$0.00	\$0.00	\$0.00	\$47,396.00
RA	Concrete Flatwork	\$40,890.00	\$0.00	\$40,890.00	\$0.00	\$0.00	\$0.00	\$40,890.00
Masonry Arts	Masonry	\$241,010.00	\$0.00	\$241,010.00	\$0.00	\$0.00	\$0.00	\$241,010.00
West Michigan Metals	Structural Steel	\$96,969.00	\$0.00	\$96,969.00	\$0.00	\$0.00	\$0.00	\$96,969.00
Overseal Lumber	Lumber	\$63,022.00	\$0.00	\$63,022.00	\$0.00	\$0.00	\$0.00	\$63,022.00
CL Construction	Carpentry - Rough & Finish	\$97,145.00	\$0.00	\$97,145.00	\$0.00	\$0.00	\$0.00	\$97,145.00
S&W Woodworking	Cabinets/Millwork	\$38,243.00	\$0.00	\$38,243.00	\$0.00	\$0.00	\$0.00	\$38,243.00
Camfort	Insulation	\$9,560.00	\$0.00	\$9,560.00	\$0.00	\$0.00	\$0.00	\$9,560.00
Mikster	Membrane Roofing	\$49,640.00	\$0.00	\$49,640.00	\$0.00	\$0.00	\$0.00	\$49,640.00
Budget	Caulking	\$4,500.00	\$0.00	\$4,500.00	\$0.00	\$0.00	\$0.00	\$4,500.00
Architectural Openings & Access	Doors & Frames	\$82,735.00	\$0.00	\$82,735.00	\$0.00	\$0.00	\$0.00	\$82,735.00
True Reflections	Storefronts	\$55,500.00	\$0.00	\$55,500.00	\$0.00	\$0.00	\$0.00	\$55,500.00
Interst Concepts	Steel Studs/Drywall	\$118,840.00	\$0.00	\$118,840.00	\$0.00	\$0.00	\$0.00	\$118,840.00
Duce	Counters	\$11,048.00	\$0.00	\$11,048.00	\$0.00	\$0.00	\$0.00	\$11,048.00
Budget	Acoustic Ceilings	\$25,000.00	\$0.00	\$25,000.00	\$0.00	\$0.00	\$0.00	\$25,000.00
Baldoni & DeVries	Painting	\$20,890.00	\$0.00	\$20,890.00	\$0.00	\$0.00	\$0.00	\$20,890.00
CFI	Flooring	\$61,783.00	\$0.00	\$61,783.00	\$0.00	\$0.00	\$0.00	\$61,783.00
Budget	Signage/Fire Extinguishers	\$3,499.00	\$0.00	\$3,499.00	\$0.00	\$0.00	\$0.00	\$3,499.00
Architectural Openings & Access	Toilet Partitions	\$1,120.00	\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$1,120.00
Budget	Building signage	\$30,000.00	\$0.00	\$30,000.00	\$0.00	\$0.00	\$0.00	\$30,000.00
Woodsen	Plumbing	\$51,160.00	\$0.00	\$51,160.00	\$0.00	\$0.00	\$0.00	\$51,160.00
Meliste	HVAC	\$86,614.00	\$0.00	\$86,614.00	\$0.00	\$0.00	\$0.00	\$86,614.00
Direct	Electrical	\$154,650.00	\$0.00	\$154,650.00	\$0.00	\$0.00	\$0.00	\$154,650.00
Budget	Utilities Relocation	\$6,500.00	\$0.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00
Gen 1	Architect	\$101,854.57	\$0.00	\$101,854.57	\$0.00	\$0.00	\$0.00	\$101,854.57
Parloway	A/V & Security Access	\$77,425.00	\$0.00	\$77,425.00	\$0.00	\$0.00	\$0.00	\$77,425.00
CL Construction	Contingency	\$185,190.12	\$0.00	\$185,190.12	\$0.00	\$0.00	\$0.00	\$185,190.12
TOTAL:		\$2,138,945.92	\$0.00	\$2,138,945.92	\$0.00	\$0.00	\$0.00	\$2,138,945.92

City of Zeeland

SEP 26 2025

Received

RESOLUTION

*(To Establish an Act 210 Commercial Rehabilitation District
for 123 Main Development, Inc.)*

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 Howard Miller Library and Community Center at 14 S. Church Street, in said City on July 21, 2025, at 7:00 o'clock P.M., Local Time.

PRESENT: Council Members Rick Van Dorp, Jim Broersma, Glen Kass, Mary Beth Timmer,
Phung Lam, Mayor Pro Tem Sally Gruppen, and Mayor Kevin Klynstra.

ABSENT: Council Members None.

The following preamble and resolution were offered by Council Member Rick Van Dorp and supported by Council Member Jim Broersma.

WHEREAS, pursuant to PA 210 of 2005, the City of Zeeland has the authority to establish "Commercial Rehabilitation Districts" within the City of Zeeland at the request of a commercial business enterprise;

AND WHEREAS, 123 Main Development, Inc. has filed a written request with the Clerk of the City of Zeeland requesting the establishment of a Commercial Rehabilitation District for the parcel at 123 E. Main Avenue, Zeeland, Michigan, and the said parcel as hereinafter described is located in the City of Zeeland;

AND WHEREAS, the City Council of the City of Zeeland determined that the district meets the requirements set forth in Section 2(b) and Section 3 of PA 210 of 2005;

AND WHEREAS, written notice has been given by certified mail to Ottawa County and to all owners of the real property located within the proposed district as required by Section 3(3) of PA 210 of 2005;

AND WHEREAS, notice of hearing on said request was published in the Zeeland Record on July 10, 2025;

AND WHEREAS, on Monday, July 21, 2025, a public hearing was held and all residents and taxpayers of the City of Zeeland were afforded an opportunity to be heard thereon;

AND WHEREAS, the City Council deems it to be in the public interest of the City of Zeeland to establish a Commercial Rehabilitation District as proposed.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Zeeland City Council of the City of Zeeland hereby approves the establishment of the 123 Main Development, Inc. Commercial Rehabilitation District, District No. 17, as a Commercial Rehabilitation District pursuant to the provisions of PA 210 of 2005. The 123 Main Development, Inc. Commercial Rehabilitation District, District No. 17, is commonly known as 123 E. Main Avenue, Zeeland, Michigan and such district is legally described as follows:

The South 125 Feet of the East 1/2 of Lot 5, Block 1 of Keppel's Addition to the Village (now City) of Zeeland, City of Zeeland, Ottawa County, Michigan. PPN: 70-17-18-357-051.

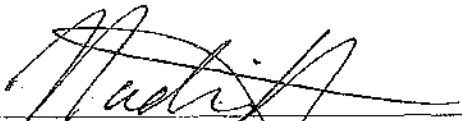
2. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

AYES: Council Members Rick Van Dorp, Jim Broersma, Glen Kass, Mary Beth Timmer, Phung Lam, Mayor Pro Tem Sally Gruppen, and Mayor Kevin Klynstra.

NAYS: Council Members None.

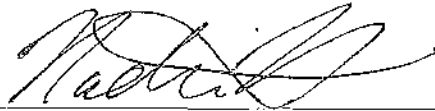
ABSENT: Council Members None.

RESOLUTION DECLARED ADOPTED.


Nadine Hopping, Deputy City Clerk

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by July 21, 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.

A handwritten signature in black ink, appearing to read 'Nadine Hopping', written over a horizontal line.

Nadine Hopping, Deputy City Clerk

RESOLUTION

(Approving a Commercial Rehabilitation Exemption Certificate
For 123 Main Development, Inc.
for its Facility at 123 E. Main Avenue)

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 Monday, November 3, 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 established the Commercial Rehabilitation District (the 123 Main Development, Inc. Commercial Rehabilitation District, District No. 17) on July 21, 2025, after a public hearing was held on July 21, 2025;

AND WHEREAS, the taxable value of the property proposed to be exempt plus the aggregate taxable value of property previously exempt and currently in force under Public Act 210 of 2005 or under Public Act 198 of 1974 (IFT's) exceeds 5% of the total taxable value of the City of Zeeland;

AND WHEREAS, exceeding 5% will not have the effect of substantially impeding the operation of the City of Zeeland or of impairing the financial soundness of an affected taxing unit;

AND WHEREAS, notice of hearing on said application, together with a copy of said application, was served on the Zeeland City Assessor and on each legislative body of each taxing unit which levies ad valorem

property taxes in the City of Zeeland, and with such entities being the Ottawa Area Intermediate School District, the Zeeland School District No. 46, the Ottawa County Treasurer, and the Michigan State Treasurer;

AND WHEREAS, notice of said hearing was published on October 23, 2025;

AND WHEREAS, the application was approved after a public hearing was held as provided by Section 4(2) of Public Act 210 of 2005 on November 3, 2025;

AND WHEREAS, the 123 Main Development, Inc. is not delinquent in any taxes related to the facility;

AND WHEREAS, the application is for commercial property as defined in Section 2(a) of Public Act 210 of 2005;

AND WHEREAS, the applicant, the 123 Main Development, Inc., has provided answers to all required questions under the application instructions to the City of Zeeland;

AND WHEREAS, the City of Zeeland requires that rehabilitation of the facility shall be completed by December 31, 2026;

AND WHEREAS, the commencement of the rehabilitation of the facility did not occur more than six months prior to the filing of the application for exemption;

AND WHEREAS, the application relates to a rehabilitation program that when completed constitutes a qualified facility within the meaning of Public Act 210 of 2005 and that it is situated within a Commercial Rehabilitation District established under Public Act 210 of 2005;

AND WHEREAS, completion of the qualified facility is calculated to, and will at the time of issuance of the certificate, have the reasonable likelihood to increase commercial activity, create employment, retain employment, prevent a loss of employment, revitalize urban areas, or increase the number of residents in the community in which the facility is situated;

AND WHEREAS, the rehabilitation includes improvements aggregating 10% or more of the true cash value of the property at commencement of the rehabilitation as provided by section 2(j) of Public Act 210 of 2005.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. 123 Main Development, Inc. is granted a Commercial Rehabilitation Exemption for the real property, excluding land, located in the Commercial Rehabilitation District (the 123 Main Development, Inc. Commercial Rehabilitation District, District No. 17) at 123 E. Main Avenue, Zeeland, Michigan for a period of ten (10) years, beginning December 31, 2025, and ending December 30, 2035, pursuant to the provisions of Public Act 210 of 2005, as amended.

2. The recitals of this resolution are hereby approved and adopted as the findings of the Zeeland City Council.

3. The said application is approved upon the conditions:

- A. That all utility bills to the City of Zeeland are paid within thirty (30) days of billing;
- B. That all property tax bills are paid prior to such dates after which interest would accrue;
- C. That all assessments, fees, and/or charges which may be incurred or levied in the development of the property are paid without protest or challenge and that the Applicant not file a tax appeal with the Michigan Tax Tribunal or with any other court of law, or with any other administrative agency, board, or commission other than with the Zeeland Board of Review during the said period of exemption, or for any period within the said exemption period;
- D. That the Applicant provide information periodically as requested by the City of Zeeland and permit the City of Zeeland and its agents to inspect the property and records of the Applicant during the term of the Exemption Certificate so as to verify property values, employment levels, and employee wages;
- E. That the Applicant maintains employment levels in the City of Zeeland as proposed in its application unless otherwise excused by the City of Zeeland;

- F. That the Applicant will provide not less than thirty (30) days written notice if it will transfer ten (10%) percent or more of its employees to a facility outside of the City of Zeeland, or if it will close its facilities within the City of Zeeland. Such notice shall be sent both to the Mayor and to the City Clerk of the City of Zeeland at 21 S. Elm Street, Zeeland, Michigan 49464; and,
- G. That the Applicant complies with all ordinances and regulations of the City of Zeeland, including but not limited to, not using the public right-of-way for storage or the unloading of vehicles, all setback requirements, site plan review restrictions, and other Zoning Ordinance requirements, subject, however, to such exceptions as may be granted by the Board of Zoning Appeals or by a public body of the City of Zeeland which is empowered to grant a legal exception to an ordinance or regulation of the City of Zeeland.

4. The City of Zeeland further reserves the right to revoke its approval of the said Commercial Rehabilitation Exemption Certificate approval upon the filing of any property tax appeal by the Applicant with the Michigan Tax Tribunal, with any other court of law, or with any other administrative agency, board, or commission other than with the Zeeland Board of Review during the said period of exemption, or for any period within the said exemption period and the Applicant agrees not to file such property tax appeals. The fulfillment of these conditions is a purpose for which the certificate of exemption was approved by the City of Zeeland, in addition to the other purposes established by law. Failure to uphold these conditions will be considered to be operating the facility in bad faith in a manner not consistent with the purposes of Act 210 of the Public Acts of Michigan, 2005 as amended, and will be considered to be circumstances within the control of the holder of the Commercial Rehabilitation Exemption Certificate justifying the revocation of the Commercial Rehabilitation Exemption Certificate.

5. The Mayor and the Clerk are hereby authorized to sign a contract in a form approved by the Zeeland City Attorney and which incorporates the provisions of Paragraph 3 of this Resolution. The terms and conditions of such contract shall remain binding upon 123 Main Development, Inc. for such period of time as the said Act 210 Commercial Rehabilitation Exemption Certificate which has been approved herein remains enforceable and in effect.

6. 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.

Sharon Lash, Interim Deputy 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 3, 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.

Sharon Lash, Interim Deputy Clerk



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

INTEROFFICE MEMORANDUM

TO: Mayor Klynstra and City Council Members
FROM: Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance
SUBJECT: Church Street Reconstruction MDOT Grant Agreement Acceptance
DATE: October 31, 2025
CC: City Council Work Study and Action Items November 3, 2025

In coordination with the Church Street project extending from the Clean Water Plant to Central Avenue, which we are looking to award at Monday's meeting, 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.

This 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 project includes aggregate base, grading, drainage, concrete sidewalk, curb and gutter, ramp improvements, pavement markings, and other necessary related work, as outlined in the attached agreement. 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.

FEEL THE ZEEL



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

Recommendation:

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.

Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance

FEEL THE ZEEL

RESOLUTION

*(To Approve MDOT Contract No. 25-5492
and to Authorize the Signing of the Contract)*

**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 3, 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 Michigan Department of Transportation is willing to provide funding for Project Costs for hot mix asphalt reconstruction along Church Street from Washington Avenue to Central Avenue, including aggregate base, grading, drainage, concrete sidewalk, curb and gutter, curb ramps, permanent signing and pavement markings; and all together with necessary related work;

AND WHEREAS, Federal Surface Transportation Small MPO Funds in combination with Federal Surface Transportation Flex Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$905,662 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract with Federal Surface Transportation Small MPO Funds limited to \$888,880, and the City is willing to be liable for the additional PROJECT COST;

AND WHEREAS, the City is willing to keep records regarding the project and is willing to have the project audited if necessary;

AND WHEREAS, the City of Zeeland is willing to accept and be bound by the terms of the attached Contract, MDOT Contract No. 25-5492 in order to receive the funding that MDOT is willing to allocate and provide for the said project

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City hereby approves MDOT Contract No. 25-5492.
2. The Mayor and the City Clerk are hereby authorized to sign such contract on behalf of the City of Zeeland.

3. 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 3, 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

STP

DA

Control Section	STUL 70000
Job Number	215254CON
Project	25A1003
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract No.	25-5492

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ZEELAND, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Zeeland, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated September 29, 2025, attached hereto and made a part hereof:

PART A – FEDERAL PARTICIPATION

Hot mix asphalt reconstruction along Church Street from Washington Avenue to Central Avenue, including aggregate base, grading, drainage, concrete sidewalk, curb and gutter, curb ramps, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION

Water main, sanitary sewer, snowmelt system, on-street parking, street lighting, brick pavers, plantings and irrigation along the limits as described in PART A; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

09/06/90 STPLS.FOR 9/30/25

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

- C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in accordance with the following:

PART A

Federal Surface Transportation Small MPO Funds in combination with Federal Surface Transportation Flex Funds shall be applied to the eligible items of the PART A portion of the PROJECT COST up to the lesser of: (1) \$905,662 or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, for the PART A portion of the PROJECT is not exceeded at the time of the award of the construction contract with Federal Surface Transportation Small MPO Funds limited to \$888,880 and used first. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

09/06/90 STPLS.FOR 9/30/25

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.
09/06/90 STPLS.FOR 9/30/25

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party's liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

- A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.
- B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.
- C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF ZEELAND

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Kevlin Klynsta
Title: Mayor

By _____
for Department Director MDOT

By _____
Kristi DeVerney
Title: City Clerk



September 29, 2025

EXHIBIT I

CONTROL SECTION	STUL 70000
JOB NUMBER	215254CON
PROJECT	25A1003

ESTIMATED COST

CONTRACTED WORK	<u>PART A</u>	<u>PART B</u>	<u>TOTAL</u>
Estimated Cost	\$1,334,225	\$2,394,865	\$3,729,090

COST PARTICIPATION

GRAND TOTAL ESTIMATED COST	\$1,334,225	\$2,394,865	\$3,729,090
Less Federal Funds*	<u>\$ 905,662</u>	<u>\$ 0</u>	<u>\$ 905,662</u>
BALANCE (REQUESTING PARTY'S SHARE)	\$ 428,563	\$2,394,865	\$2,823,428

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

DOT

TYPE B
BUREAU OF HIGHWAYS
03-15-93

PART II

STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

- A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.
- B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.
 - 1. Engineering
 - a. FAPG (6012.1): Preliminary Engineering
 - b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts
 - c. FAPG (23 CFR 635A): Contract Procedures
 - d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments--Allowable Costs
 - 2. Construction
 - a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims
 - b. FAPG (23 CFR 140B): Construction Engineering Costs
 - c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies
 - d. FAPG (23 CFR 635A): Contract Procedures
 - e. FAPG (23 CFR 635B): Force Account Construction
 - f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

- g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)
 - h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways
 - i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments—Allowable Costs
3. Modification Or Construction Of Railroad Facilities
- a. FAPG (23 CFR 140I): Reimbursement for Railroad Work
 - b. FAPG (23 CFR 646B): Railroad Highway Projects
- C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of \$100,000.00 stipulate the following with respect to their specific jurisdictions:
- 1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - 2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
 - 3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.
- D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.
- E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

- A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.
- B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.
- C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.
- D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.
- E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

- F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than \$100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

- G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.
- H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.
- I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

- J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.
- K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.
- L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.
- M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.
- N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.
- O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.
- P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.
- Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III
ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

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

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

- a. Agencies expending a total of \$500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

- The Reporting Package
- The Data Collection Form
- The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than \$500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than \$1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.
5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.
6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than \$1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.
2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.
3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).
5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

- B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.
- C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.
- D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

SECTION V

SPECIAL PROGRAM AND PROJECT CONDITIONS

- A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.
- B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.
- C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.
- D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.
- E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

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

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

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

Revised June 2011

APPENDIX B
TITLE VI ASSURANCE

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

1. **Compliance with Regulations:** For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:
 - a. Withholding payments to the contractor until the contractor complies; and/or
 - b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

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

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

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

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



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

INTEROFFICE MEMORANDUM

TO: Mayor Klynstra and City Council Members
FROM: Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance
SUBJECT: Church Street Reconstruction Contract Award
DATE: October 31, 2025
CC: City Council Work Study and Action Items November 3, 2025

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. The MDOT grant is addressed in a separate City Council action item on Monday's agenda, and we will likely bring this project for City Council consideration at your December 3rd meeting.

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.

As shown in the attached project budget letter, 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. As Council will recall, 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

FEEL THE ZEEL



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contribute \$658,710 to 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.

Reconstruction of Church Street will replace aging infrastructure and poise the City's utility system to be ready for future growth. Staff recommends that City Council award the contract to Diversco Construction Co. and authorize staff to move forward with the project as outlined.

Recommendation

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.

Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance



Moore+Bruggink
Consulting Engineers

October 23, 2025

Re: Zeeland – Church Street
Reconstruction
Project No. 230155.01

Mr. Kevin Plockmeyer
City of Zeeland
21 South Elm Street
Zeeland, Michigan 49464

Dear Mr. Plockmeyer:

Four bids were received at 11 a.m., 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. A copy of the tabulation of bids is attached.

Diversco Construction Co. submitted the low bid for the project in the amount of \$3,718,876.00. The engineer's estimate was \$4,142,000.00.

The low bidder has a satisfactory performance record on previous projects, and we recommend that a contract be awarded to Diversco Construction Co. in the amount of \$3,718,876.00.

Sincerely,

Alan Pennington, P.E.
Project Manager

AP/pim
Attachment
cc: Diversco Construction Co.

MOORE & BRUGGINK, INC.
TABULATION OF BIDS

PROJECT: Reconstruction of Church Street, Lincoln Avenue, Sewer Plant Road, and Cemetery Drive – Project No. 230155.01

OWNER: City of Zeeland, 21 South Elm Street, Zeeland, Michigan 49464

BIDS RECEIVED: 11 a.m., Thursday, October 23, 2025

ITEM NO.	PROPOSAL ITEM	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE PRICE	ESTIMATE AMOUNT	DIVERSCO CONSTRUCTION PRICE	CONSTRUCTION AMOUNT	SITE WORK SOLUTIONS PRICE	SOLUTIONS AMOUNT	CONNAN INC PRICE	INC AMOUNT	MONTGOMERY EXCAVATING PRICE	EXCAVATING AMOUNT
IMPROVEMENT ITEMS													
1	Mobilization, Max \$375,000	Lsum	1	\$374,060.00	\$374,060.00	\$375,000.00	\$375,000.00	\$375,000.00	\$375,000.00	\$375,000.00	\$375,000.00	\$375,000.00	\$375,000.00
2	Tree, Rem, 19 inch to 36 inch	Ea	3	\$1,500.00	\$4,500.00	\$1,800.00	\$5,400.00	\$2,000.00	\$6,000.00	\$1,800.00	\$5,400.00	\$2,500.00	\$7,500.00
3	Tree, Rem, 37 inch or Larger	Ea	3	\$2,000.00	\$6,000.00	\$3,000.00	\$9,000.00	\$3,200.00	\$9,600.00	\$3,000.00	\$9,000.00	\$5,000.00	\$15,000.00
4	Tree, Rem, 6 inch to 18 inch	Ea	5	\$500.00	\$2,500.00	\$350.00	\$1,750.00	\$400.00	\$2,000.00	\$350.00	\$1,750.00	\$750.00	\$3,750.00
5	Curb and Gutter, Rem	Ft	2,550	\$20.00	\$51,000.00	\$8.00	\$20,400.00	\$4.00	\$10,200.00	\$5.10	\$13,005.00	\$5.00	\$12,750.00
6	Pavt, Rem	Syd	6,850	\$25.00	\$171,250.00	\$3.00	\$20,550.00	\$7.00	\$47,950.00	\$5.50	\$37,675.00	\$9.50	\$65,075.00
7	Sidewalk, Rem	Syd	900	\$15.00	\$13,500.00	\$5.00	\$4,500.00	\$5.50	\$4,950.00	\$8.00	\$7,200.00	\$7.00	\$6,300.00
8	Roadway Grading	Sta	23	\$3,000.00	\$69,000.00	\$11,572.00	\$266,156.00	\$6,525.00	\$150,075.00	\$7,000.00	\$161,000.00	\$6,950.00	\$159,850.00
9	Pond Dredging	Cyd	1,800	\$50.00	\$90,000.00	\$39.00	\$70,200.00	\$74.00	\$133,200.00	\$20.00	\$36,000.00	\$115.00	\$207,000.00
10	Erosion Control, Inlet Protection, Fabric Drop	Ea	14	\$130.00	\$1,820.00	\$119.00	\$1,666.00	\$95.00	\$1,330.00	\$145.00	\$2,030.00	\$250.00	\$3,500.00
11	Erosion Control, Silt Fence	Ft	1,100	\$2.50	\$2,750.00	\$2.90	\$3,190.00	\$2.50	\$2,750.00	\$2.50	\$2,750.00	\$4.00	\$4,400.00
12	Subbase, CIP	Cyd	2,250	\$25.00	\$56,250.00	\$10.50	\$23,625.00	\$18.50	\$41,625.00	\$12.00	\$27,000.00	\$15.00	\$33,750.00
13	Aggregate Base, 8 inch, 21AA Modified	Syd	6,750	\$20.00	\$135,000.00	\$22.20	\$149,850.00	\$19.25	\$129,937.50	\$23.00	\$155,250.00	\$18.00	\$121,500.00
14	Culv End Sect, Conc, 48 inch	Ea	1	\$4,000.00	\$4,000.00	\$6,153.00	\$6,153.00	\$15,000.00	\$15,000.00	\$3,700.00	\$3,700.00	\$3,000.00	\$3,000.00
15	Sewer Tap, 18 inch	Ea	1	\$1,000.00	\$1,000.00	\$2,035.00	\$2,035.00	\$2,500.00	\$2,500.00	\$750.00	\$750.00	\$1,000.00	\$1,000.00
16	Sewer, 18 inch in Stone Trench	Ft	640	\$220.00	\$140,800.00	\$265.20	\$169,728.00	\$350.00	\$224,000.00	\$471.00	\$301,440.00	\$630.00	\$403,200.00
17	Storm Sewer Lateral, 8 inch	Ft	400	\$250.00	\$100,000.00	\$40.00	\$16,000.00	\$65.00	\$26,000.00	\$60.00	\$24,000.00	\$45.00	\$18,000.00
18	Storm Sewer, C76 CL III, 12 inch	Ft	216	\$100.00	\$21,600.00	\$65.50	\$14,148.00	\$49.00	\$10,584.00	\$80.00	\$17,280.00	\$55.00	\$11,880.00
19	Storm Sewer, C76 CL III, 30 inch	Ft	24	\$275.00	\$6,600.00	\$276.00	\$6,624.00	\$450.00	\$10,800.00	\$410.00	\$9,840.00	\$120.00	\$2,880.00
20	Storm Sewer, C76 CL III, 48 inch	Ft	744	\$310.00	\$230,640.00	\$421.25	\$313,410.00	\$500.00	\$372,000.00	\$654.00	\$486,576.00	\$990.00	\$736,560.00
21	Storm Sewer, C76 CL III, 54 inch	Ft	368	\$330.00	\$121,440.00	\$544.25	\$200,284.00	\$750.00	\$276,000.00	\$1,000.00	\$368,000.00	\$1,200.00	\$441,600.00
22	Maintain Storm Sewer Flow	Lsum	1	\$20,000.00	\$20,000.00	\$167,680.00	\$167,680.00	\$150,000.00	\$150,000.00	\$100,000.00	\$100,000.00	\$165,000.00	\$165,000.00
23	Remove Existing Storm Sewer System	Lsum	1	\$85,000.00	\$85,000.00	\$41,100.00	\$41,100.00	\$120,000.00	\$120,000.00	\$167,000.00	\$167,000.00	\$107,180.00	\$107,180.00
24	Dr Structure, 48 inch dia	Ea	16	\$4,000.00	\$64,000.00	\$3,819.00	\$61,104.00	\$4,000.00	\$64,000.00	\$3,800.00	\$60,800.00	\$5,450.00	\$87,200.00
25	Dr Structure, 84 inch dia	Ea	2	\$11,000.00	\$22,000.00	\$17,192.00	\$34,384.00	\$18,000.00	\$36,000.00	\$16,000.00	\$32,000.00	\$26,825.00	\$53,650.00
26	Dr Structure, 108 inch dia	Ea	2	\$35,000.00	\$70,000.00	\$21,075.00	\$42,150.00	\$20,000.00	\$40,000.00	\$22,000.00	\$44,000.00	\$29,075.00	\$58,150.00
27	Mh, Precast Tee, CI III, 48 inch	Ea	1	\$4,000.00	\$4,000.00	\$11,310.00	\$11,310.00	\$12,000.00	\$12,000.00	\$9,100.00	\$9,100.00	\$14,850.00	\$14,850.00
28	Mh, Precast Tee, CI III, 54 inch	Ea	1	\$4,500.00	\$4,500.00	\$11,990.00	\$11,990.00	\$15,000.00	\$15,000.00	\$10,000.00	\$10,000.00	\$21,025.00	\$21,025.00
29	Manhole Cover, Adj	Ea	1	\$850.00	\$850.00	\$665.00	\$665.00	\$750.00	\$750.00	\$650.00	\$650.00	\$500.00	\$500.00
30	Manhole Cover, Furn	Ea	1	\$650.00	\$650.00	\$500.00	\$500.00	\$575.00	\$575.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
31	Hand Patching	Ton	35	\$350.00	\$12,250.00	\$200.00	\$7,000.00	\$210.00	\$7,350.00	\$220.00	\$7,700.00	\$220.00	\$7,700.00
32	HMA, 3EL	Ton	1,225	\$120.00	\$147,000.00	\$96.00	\$117,600.00	\$100.00	\$122,500.00	\$105.00	\$128,625.00	\$106.00	\$129,850.00
33	HMA, 5EL	Ton	615	\$125.00	\$76,875.00	\$98.00	\$60,270.00	\$102.00	\$62,730.00	\$105.00	\$64,575.00	\$108.00	\$66,420.00
34	Driveway, Nonreinf Conc, 6 inch	Syd	200	\$100.00	\$20,000.00	\$55.00	\$11,000.00	\$60.00	\$12,000.00	\$55.00	\$11,000.00	\$57.00	\$11,400.00
35	Curb, Conc, Det E4	Ft	120	\$40.00	\$4,800.00	\$24.00	\$2,880.00	\$31.00	\$3,720.00	\$26.00	\$3,120.00	\$27.50	\$3,300.00
36	Driveway Opening, Conc, Det M	Ft	50	\$45.00	\$2,250.00	\$24.00	\$1,200.00	\$30.00	\$1,500.00	\$26.00	\$1,300.00	\$26.50	\$1,325.00

ITEM NO.	PROPOSAL ITEM	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE PRICE	ENGINEER'S ESTIMATE AMOUNT	DIVERSCO CONSTRUCTION PRICE	DIVERSCO CONSTRUCTION AMOUNT	SITE WORK SOLUTIONS PRICE	SITE WORK SOLUTIONS AMOUNT	CONNAN INC PRICE	CONNAN INC AMOUNT	MONTGOMERY EXCAVATING PRICE	MONTGOMERY EXCAVATING AMOUNT
37	Curb and Gutter, Conc, Det D1, Modified	Ft	750	\$35.00	\$26,250.00	\$20.00	\$15,000.00	\$25.00	\$18,750.00	\$35.00	\$26,250.00	\$21.00	\$15,750.00
38	Curb and Gutter, Conc, Det F4, Modified	Ft	1,700	\$35.00	\$59,500.00	\$20.00	\$34,000.00	\$25.00	\$42,500.00	\$35.00	\$59,500.00	\$21.00	\$35,700.00
39	Detectable Warning Surface	Ft	100	\$80.00	\$8,000.00	\$40.00	\$4,000.00	\$85.00	\$8,500.00	\$55.00	\$5,500.00	\$39.00	\$3,900.00
40	Curb Ramp Opening, Conc	Ft	100	\$40.00	\$4,000.00	\$24.00	\$2,400.00	\$23.00	\$2,300.00	\$26.50	\$2,650.00	\$24.00	\$2,400.00
41	Sidewalk, Conc, 4 inch	Sft	5,850	\$8.00	\$46,800.00	\$3.95	\$23,107.50	\$4.00	\$23,400.00	\$4.75	\$27,787.50	\$4.00	\$23,400.00
42	Sidewalk, Conc, 6 inch	Sft	650	\$10.00	\$6,500.00	\$5.95	\$3,867.50	\$4.90	\$3,185.00	\$6.00	\$3,900.00	\$5.00	\$3,250.00
43	Curb Ramp, Conc, 6 inch	Sft	550	\$10.00	\$5,500.00	\$7.75	\$4,262.50	\$6.45	\$3,547.50	\$9.40	\$5,170.00	\$6.60	\$3,630.00
44	Temporary Safety Fencing	Ft	2,100	\$20.00	\$42,000.00	\$15.70	\$32,970.00	\$22.00	\$46,200.00	\$19.50	\$40,950.00	\$5.00	\$10,500.00
45	Sign, Type III, Rem	Ea	16	\$35.00	\$560.00	\$75.00	\$1,200.00	\$60.00	\$960.00	\$75.00	\$1,200.00	\$100.00	\$1,600.00
46	Sign, Type IIIA	Sft	20	\$20.00	\$400.00	\$20.00	\$400.00	\$20.00	\$400.00	\$20.00	\$400.00	\$20.00	\$400.00
47	Sign, Type IIIB	Sft	20	\$20.00	\$400.00	\$20.00	\$400.00	\$20.00	\$400.00	\$20.00	\$400.00	\$20.00	\$400.00
48	Post, Steel, 3 Pound, Modified	Ft	112	\$10.00	\$1,120.00	\$9.00	\$1,008.00	\$9.50	\$1,064.00	\$9.00	\$1,008.00	\$15.00	\$1,680.00
49	Pavt Mrkg, Polyurea, 6 inch, Crosswalk	Ft	500	\$2.50	\$1,250.00	\$3.95	\$1,975.00	\$5.50	\$2,750.00	\$3.95	\$1,975.00	\$10.00	\$5,000.00
50	Pavt Mrkg, Polyurea, 24 inch, Stop Bar	Ft	80	\$17.00	\$1,360.00	\$15.00	\$1,200.00	\$15.00	\$1,200.00	\$15.00	\$1,200.00	\$15.00	\$1,200.00
51	Maintaining Traffic	Lsum	1	\$30,000.00	\$30,000.00	\$101,150.00	\$101,150.00	\$223,580.00	\$223,580.00	\$100,000.00	\$100,000.00	\$28,540.00	\$28,540.00
52	Acer x freemanii 'Autumn Blaze Freeman Maple', 2 1/2 inch	Ea	1	\$550.00	\$550.00	\$500.00	\$500.00	\$650.00	\$650.00	\$685.00	\$685.00	\$500.00	\$500.00
53	Aesculus x carnea 'Red Horsechestnut', 2 1/2 inch	Ea	4	\$700.00	\$2,800.00	\$550.00	\$2,200.00	\$700.00	\$2,800.00	\$642.00	\$2,568.00	\$500.00	\$2,000.00
54	Amelanchier x grandiflora 'Juneberry', 2 1/2 inch, Single Stem	Ea	4	\$750.00	\$3,000.00	\$525.00	\$2,100.00	\$730.00	\$2,920.00	\$700.00	\$2,800.00	\$500.00	\$2,000.00
55	Liquidambar styraciflua 'Sweetgum', 2 1/2 inch	Ea	2	\$850.00	\$1,700.00	\$520.00	\$1,040.00	\$690.00	\$1,380.00	\$685.00	\$1,370.00	\$500.00	\$1,000.00
56	Zelkova serrata 'Green Vase Zelkova', 2 1/2 inch	Ea	2	\$600.00	\$1,200.00	\$520.00	\$1,040.00	\$730.00	\$1,460.00	\$685.00	\$1,370.00	\$500.00	\$1,000.00
57	Mulch Blanket	Syd	500	\$5.00	\$2,500.00	\$1.55	\$775.00	\$1.55	\$775.00	\$2.50	\$1,250.00	\$4.00	\$2,000.00
58	Turf Establishment	Syd	5,000	\$15.00	\$75,000.00	\$15.00	\$75,000.00	\$7.30	\$36,500.00	\$9.50	\$47,500.00	\$8.00	\$40,000.00
59	Conduit, DB, 1, 1-1/4 inch	Ft	800	\$17.00	\$13,600.00	\$11.20	\$8,960.00	\$13.00	\$10,400.00	\$12.00	\$9,600.00	\$30.25	\$24,200.00
60	Conduit, DB, 1, 3 inch	Ft	700	\$20.00	\$14,000.00	\$16.00	\$11,200.00	\$19.00	\$13,300.00	\$16.00	\$11,200.00	\$38.50	\$26,950.00
61	Conduit, DB, 2, 3 inch	Ft	100	\$25.00	\$2,500.00	\$31.00	\$3,100.00	\$26.00	\$2,600.00	\$33.00	\$3,300.00	\$63.00	\$6,300.00
62	Light Pole Fdn	Ea	5	\$2,000.00	\$10,000.00	\$1,605.00	\$8,025.00	\$1,050.00	\$5,250.00	\$1,650.00	\$8,250.00	\$2,000.00	\$10,000.00
63	Contaminated Material, Storage, Handling and Disposal, Allowance	Dlr	100,000	\$1.00	\$100,000.00	\$1.00	\$100,000.00	\$1.00	\$100,000.00	\$1.00	\$100,000.00	\$1.00	\$100,000.00
64	Irrigation Repair, Allowance, Max	Dlr	30,000	\$1.00	\$30,000.00	\$1.00	\$30,000.00	\$1.00	\$30,000.00	\$1.00	\$30,000.00	\$1.00	\$30,000.00
65	Remove and Replace Fence and Structure, Allowance	Dlr	50,000	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00	\$1.00	\$50,000.00

Subtotal Improvement Items

\$2,678,375.00

\$2,771,382.50

\$3,136,398.00

\$3,233,799.50

\$3,795,345.00

SANITARY SEWER ITEMS

66	20 inch D.I. CL 53, Sanitary Sewer, including sand backfill and Insulation	Ft	150	\$450.00	\$67,500.00	\$275.00	\$41,250.00	\$330.00	\$49,500.00	\$470.00	\$70,500.00	\$445.00	\$66,750.00
67	27 inch Sanitary Sewer, including sand backfill	Ft	1,376	\$450.00	\$619,200.00	\$179.50	\$246,992.00	\$300.00	\$412,800.00	\$275.00	\$378,400.00	\$370.00	\$509,120.00
68	Abandon and Fill Sanitary Sewer	Ft	650	\$45.00	\$29,250.00	\$19.00	\$12,350.00	\$40.00	\$26,000.00	\$33.00	\$21,450.00	\$18.00	\$11,700.00
69	Sanitary Sewer Lateral, SDR 35, 6 inch including sand backfill	Ft	120	\$150.00	\$18,000.00	\$101.20	\$12,144.00	\$47.50	\$5,700.00	\$55.00	\$6,600.00	\$75.00	\$9,000.00
70	Core & Boot Sanitary Sewer for Lateral, 6 inch	Ea	12	\$500.00	\$6,000.00	\$522.00	\$6,264.00	\$650.00	\$7,800.00	\$920.00	\$11,040.00	\$250.00	\$3,000.00
71	Sewer Bulkhead, 27 inch	Ea	1	\$1,000.00	\$1,000.00	\$435.00	\$435.00	\$980.00	\$980.00	\$5,900.00	\$5,900.00	\$500.00	\$500.00
72	Sanitary Sewer Lateral Connection	Ea	12	\$350.00	\$4,200.00	\$260.00	\$3,120.00	\$300.00	\$3,600.00	\$750.00	\$9,000.00	\$150.00	\$1,800.00
73	Sanitary Sewer Manhole, 48 inch, w/cover	Ea	2	\$6,500.00	\$13,000.00	\$9,374.00	\$18,748.00	\$6,500.00	\$13,000.00	\$6,000.00	\$12,000.00	\$4,500.00	\$9,000.00
74	Sanitary Sewer Manhole, 60 inch, w/cover	Ea	2	\$7,500.00	\$15,000.00	\$10,790.00	\$21,580.00	\$8,600.00	\$17,200.00	\$7,500.00	\$15,000.00	\$6,000.00	\$12,000.00
75	Sanitary Sewer Manhole, 72 inch, w/cover	Ea	4	\$8,500.00	\$34,000.00	\$7,097.00	\$28,388.00	\$10,000.00	\$40,000.00	\$10,500.00	\$42,000.00	\$8,500.00	\$34,000.00
76	Sanitary Sewer Wye, 8 inch x 6 inch	Ea	1	\$500.00	\$500.00	\$322.00	\$322.00	\$435.00	\$435.00	\$650.00	\$650.00	\$200.00	\$200.00

ITEM NO.	PROPOSAL ITEM	UNIT	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE		DIVERSCO CONSTRUCTION		SITE WORK SOLUTIONS		CONNAN INC		MONTGOMERY EXCAVATING	
				PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT	PRICE	AMOUNT
77	Sanitary Sewer, PVC Truss Pipe, 10 inch w/sand backfill	Ea	15	\$250.00	\$3,750.00	\$217.00	\$3,255.00	\$145.00	\$2,175.00	\$115.00	\$1,725.00	\$140.00	\$2,100.00
78	Sanitary Sewer, PVC Truss Pipe, 12 inch w/sand backfill	Ea	25	\$275.00	\$6,875.00	\$146.00	\$3,650.00	\$153.00	\$3,825.00	\$125.00	\$3,125.00	\$160.00	\$4,000.00
79	Sanitary Sewer, PVC Truss Pipe, 8 inch w/sand backfill	Ea	170	\$250.00	\$42,500.00	\$102.50	\$17,425.00	\$137.00	\$23,290.00	\$75.00	\$12,750.00	\$125.00	\$21,250.00
80	Maintain Sanitary Sewer Flow	Lsum	1	\$50,000.00	\$50,000.00	\$126,560.00	\$126,560.00	\$125,000.00	\$125,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
81	Remove Existing Sanitary Sewer System	Lsum	1	\$25,000.00	<u>\$25,000.00</u>	\$48,483.00	<u>\$48,483.00</u>	\$48,000.00	<u>\$48,000.00</u>	\$50,000.00	<u>\$50,000.00</u>	\$40,800.00	<u>\$40,800.00</u>
Subtotal Sanitary Sewer Items					\$935,775.00		\$590,966.00		\$779,305.00		\$840,140.00		\$925,220.00
WATER MAIN ITEMS													
82	1 inch Copper Water Service	Ft	300	\$75.00	\$22,500.00	\$56.70	\$17,010.00	\$27.00	\$8,100.00	\$42.00	\$12,600.00	\$40.00	\$12,000.00
83	Water Main, D.I. CL 53, 6 inch (with Poly-Wrap), incl. sand backfill	Ft	750	\$200.00	\$150,000.00	\$97.05	\$72,787.50	\$73.00	\$54,750.00	\$100.00	\$75,000.00	\$135.00	\$101,250.00
84	Water Main, D.I. CL 53, 8 inch (with Poly-Wrap), incl. sand backfill	Ft	825	\$220.00	\$181,500.00	\$130.00	\$107,250.00	\$92.00	\$75,900.00	\$120.00	\$99,000.00	\$155.00	\$127,875.00
85	Bend, 45 Degree, 6 inch	Ea	3	\$850.00	\$2,550.00	\$741.00	\$2,223.00	\$380.00	\$1,140.00	\$425.00	\$1,275.00	\$430.00	\$1,290.00
86	Bend, 45 Degree, 8 inch	Ea	10	\$1,000.00	\$10,000.00	\$782.00	\$7,820.00	\$490.00	\$4,900.00	\$555.00	\$5,550.00	\$550.00	\$5,500.00
87	Bend, 90 Degree, 6 inch	Ea	2	\$850.00	\$1,700.00	\$794.00	\$1,588.00	\$415.00	\$830.00	\$470.00	\$940.00	\$470.00	\$940.00
88	Cross, 8 inch	Ea	1	\$2,000.00	\$2,000.00	\$1,712.00	\$1,712.00	\$1,250.00	\$1,250.00	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00
89	Curb Stop and Box, 1 inch	Ea	10	\$850.00	\$8,500.00	\$919.00	\$9,190.00	\$525.00	\$5,250.00	\$700.00	\$7,000.00	\$520.00	\$5,200.00
90	Hydrant, 5 inch	Ea	4	\$4,500.00	\$18,000.00	\$4,348.00	\$17,392.00	\$4,685.00	\$18,740.00	\$5,300.00	\$21,200.00	\$4,800.00	\$19,200.00
91	Reducer, 8 inch x 6 inch	Ea	2	\$550.00	\$1,100.00	\$810.00	\$1,620.00	\$425.00	\$850.00	\$510.00	\$1,020.00	\$400.00	\$800.00
92	Sleeve, 6 inch	Ea	4	\$2,250.00	\$9,000.00	\$1,581.00	\$6,324.00	\$1,325.00	\$5,300.00	\$1,500.00	\$6,000.00	\$475.00	\$1,900.00
93	Sleeve, 8 inch	Ea	6	\$2,750.00	\$16,500.00	\$1,831.00	\$10,986.00	\$1,530.00	\$9,180.00	\$1,800.00	\$10,800.00	\$625.00	\$3,750.00
94	Tap for 1 inch Water Service, including Corporation Stop	Ea	10	\$400.00	\$4,000.00	\$558.00	\$5,580.00	\$400.00	\$4,000.00	\$550.00	\$5,500.00	\$365.00	\$3,650.00
95	Tee, 6 inch x 6 inch x 6 inch	Ea	2	\$1,250.00	\$2,500.00	\$1,074.00	\$2,148.00	\$670.00	\$1,340.00	\$650.00	\$1,300.00	\$625.00	\$1,250.00
96	Tee, 8 inch x 8 inch x 6 inch	Ea	3	\$1,500.00	\$4,500.00	\$1,238.00	\$3,714.00	\$780.00	\$2,340.00	\$800.00	\$2,400.00	\$800.00	\$2,400.00
97	Tee, 8 inch x 8 inch x 8 inch	Ea	1	\$1,750.00	\$1,750.00	\$1,918.00	\$1,918.00	\$860.00	\$860.00	\$870.00	\$870.00	\$900.00	\$900.00
98	Valve and Box, 6 inch	Ea	5	\$2,750.00	\$13,750.00	\$2,573.00	\$12,865.00	\$1,565.00	\$7,825.00	\$1,900.00	\$9,500.00	\$1,600.00	\$8,000.00
99	Valve and Box, 8 inch	Ea	7	\$4,000.00	\$28,000.00	\$3,215.00	\$22,505.00	\$2,155.00	\$15,085.00	\$2,600.00	\$18,200.00	\$2,325.00	\$16,275.00
100	Remove Existing Water Main, Hydrants and Fittings	Lsum	1	\$50,000.00	<u>\$50,000.00</u>	\$51,895.00	<u>\$51,895.00</u>	\$38,000.00	<u>\$38,000.00</u>	\$45,000.00	<u>\$45,000.00</u>	\$7,410.00	<u>\$7,410.00</u>
Subtotal Water Main Items					\$527,850.00		\$356,527.50		\$255,640.00		\$324,455.00		\$320,590.00
TOTAL ALL ITEMS					\$4,142,000.00		\$3,718,876.00		\$4,171,343.00		\$4,398,394.50		\$5,041,155.00



Moore+Bruggink
Consulting Engineers

October 23, 2025

Re: Zeeland – Church Street
Reconstruction
Project No. 230155.01

Mr. Kevin Plockmeyer
City of Zeeland
21 South Elm Street
Zeeland, Michigan 49464

Dear Mr. Plockmeyer:

Based on our recommendation to award a contract on the **Reconstruction of Church Street, Lincoln Avenue, Sewer Plant Road, and Cemetery Drive** project in the amount of \$3,718,876.00, we hereby estimate the total project budget as follows:

PROJECT COSTS

Low Bid (Diversco Construction Co.)	\$3,718,876.00
Design Engineering	\$110,000.00
Permits	\$2,000.00
Soil Borings	\$6,000.00
Construction Inspection and Engineering	\$338,000.00
Project Contingencies	\$425,124.00

TOTAL ESTIMATED BUDGET \$4,600,000.00

PROJECT FUNDING

Street Fund	\$3,044,155.00
Water Fund	\$511,992.00
Sewer Fund (City)	\$385,143.00
Sewer Fund (Township)	\$658,710.00

TOTAL ESTIMATED BUDGET \$4,600,000.00

If you have any questions, please contact me.

Sincerely,

Alan Pennington, P.E.
Project Manager

AP/pim



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

INTEROFFICE MEMORANDUM

TO: Mayor Klynstra and City Council Members
FROM: Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance
SUBJECT: Picnic Table Purchase
DATE: October 31, 2025
CC: City Council Work Study and Action Items November 3, 2025

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.

Attached is 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.

Recommendation:

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.

Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance

FEEL THE ZEEL

Please review our company's Product Warranty, Shipping Policy, and Return Policy as stated at the bottom of our website: www.barcoproducts.com before placing your order.



Barco Products, LLC
24 N Washington Ave
Batavia IL 60510
(800) 338-2697
customerservice@barcoproducts.com

Quote

Account Number - 331912

Estimate # QUORCO29009

10/23/2025

Customer

Zeeland City Hall
21 S. Elm St
Zeeland MI 49464
(616) 772-6400

Ship To

Mike Schreur
Zeeland City Hall
600 East Roosevelt
Zeeland MI 49464

Barco SKU	Qty	Rate	Amount	Estimated Lead Time
07SA2878-BK The City™ Series Commercial Picnic Tables/ 8' Table/ Portable - Surface Mount/ Black/ w/Umbrella Hole	20	\$1,000.00	\$20,000.00	Ships in 1 to 2 Days
KTBS124 Picnic Table Frame Protectors – Fits 2-3/8" Frames – Set of 4	20	\$39.00	\$780.00	Ships in 1 to 2 Days

Subtotal \$20,780.00

Tax Total (%) \$0.00

Shipping \$946.18

Total \$21,726.18

*Estimated lead time is based on normal fulfillment time of an order at this moment. Orders with large quantities may require additional time. These estimates are subject to change based on the nationwide supply chain issue.

PRICING FOR THIS QUOTE IS LOCKED IN FOR 30 DAYS

Please fill in your exemption details using the link below:

<https://app.certexpress.com/?r=ln-2v-Nr-LV-RM-kc-Dz-HP>



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

CITY COUNCIL MEMORANDUM

TO: Mayor Klynstra and City Councilmembers
FROM: Tim Klunder, City Manager
SUBJECT: 2026 Health Insurance Renewal
DATE: October 30, 2025
CC: November 3rd Council Agenda

BACKGROUND: 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.

In today's economic climate we believe the Pool continues to be a good health insurance option for us as our team members have received good health coverage, we have been able to offer team members flexible plan options, and our renewals have not witnessed large swings in rate increases in spite of our loss ratios recently. Simply put, participating with other entities in the Pool is protecting us from being "on our own island".

Although we are not faced with last year's 10.2% increase, a 6.1% annual increase is still not insignificant. However, given the city's policy since 2018 is to pay the annual state hard caps with team members paying the premium amounts above the hard caps, the fact that the 2026

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hard cap is 2.9% rather than the 2025 hard cap of .2%, helps “lessen” the increase that our team members will face in 2026.

Attached, you will find the premium rates and the employee contribution calculations for 2026 for our five existing plans (a reminder that we added two plans last year – including a \$0 employee contribution plan). In summary, the bi-weekly amounts for employees on a family plan would be \$0* - \$291.02 (*the amount that goes into a H.S.A. for the \$0 employee contribution plan will be reduced by \$616 annually); for two-person coverage the bi-weekly amounts would be \$20.21 - \$264.49; and single coverage bi-weekly amounts would be \$0* - \$95.61 (*the amount that goes into a H.S.A. for the \$0 employee contribution plan will be reduced by \$214 annually). These amounts equate to family plan increases on a bi-weekly basis of \$0 - \$41.15; for two-person coverages the bi-weekly increases would be \$19.89 - \$33.93; and single coverage bi-weekly increases would be \$0 - \$14.45. On a percentage basis, employees would pay between 0% - 29% of the annual plan cost depending on the plan they choose.

For the city’s part, our annual increases per team member would range from \$223.83 – \$610.45 annually. As a reminder, the city is capped at the 2.9% increase under the hard cap formula for 2026. For Fiscal Year 2025/2026, the city actually budgeted for a mid-year hard cap increase, and a subsequent 2.9% hard cap increase or \$1,395,863 in health care costs. Given the actual hard cap is less than we budgeted and there was no mid-year adjustment to the hard cap, we project FY 25/26 will be closer to \$1,302,480, or \$93,383 under budget.

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

FEEL THE ZEEL



remain at \$625 (single) and \$1,250 (two-person or family) for these plans. A proposed amended funding policy to reflect these new minimums is included in the packet.

The recommendations to renew our health insurance through the Western Michigan Health Insurance Pool and to amend our Funding Policies for Full-Time Employee Health/Rx/Dental Coverage as of January 1, 2026 (as attached) were presented to the Personnel Committee on October 22, 2025. The Personnel Committee unanimously approved the two recommendations from our leadership team.

RECOMMENDATIONS:

1. Move 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.
2. Move 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.*

Timothy R. Klunder, City Manager

THE POOL

Transforming Your
Wellbeing Together

City of Zeeland
2025 Year in Review

2025 Plan Performance

Average Medical Lives	Premium Paid	Paid Medical Claims	Paid Rx Claims	Claims over \$900K	Total Paid Net Claims	Fixed Costs	Claims Incurred Not Paid	Rx Rebate	Total Plan Costs	Subsidy from Pool	YE Loss Ratio	Loss Ratio Adjusted for Large Claims
74	\$1,353,684	\$1,498,388	\$391,156	\$0	\$1,889,544	\$102,007	\$7,102	-\$120,993	\$1,877,659	-\$523,975	139%	109%



'The Pool's growth continues. Now with 230+ organizations and strong momentum heading into 2026. As we scale, our foundational pillars of member-focus, trust, and value remain unwavering and central to everything we do. This growth only deepens our resolve - we're more committed than ever to our members. We'll continue to listen intently to better understand each member's unique needs while delivering quality care at the best possible price. Thank you for your leadership and steadfast commitment to making The Pool the premier choice for public sector organizations in Michigan.'

-Dennis Furton, Pool Chair

City of Zeeland is rate protected with a standard Pool increase of 9.1%

Interested in joining a committee?
Learn more about each below and reach out to ThePool.Admin@ajg.com to get involved!

Pool Provided Value Adds



Learn more about the new digestive health support



The Pool Life and Disability Cooperative was formed in 2020 with 34 initial employers participating, accounting for total annual savings over \$360,000. The Cooperative is administered by National Insurance Services (NIS) and insured by Madison National Life (MNL). Pool employer groups take advantage of group underwriting savings, while still having individual autonomy of plan design and rate structure. The rate guarantee with MNL continues through 2025.

Available to all groups with 50+ enrolled in Life/LTD.

20 years
of supporting members

Value Committee:

Analyzes data to identify the best programs to keep members healthy whilst controlling future healthcare costs.

Member Experience Committee:

Enhances the client experience by engaging members with timely and relevant communications.

THE POOL

Michigan Health Insurance

2026 Renewal
Prepared for City of Zeeland

20
years
of supporting
members

Adjusted Pool-Standard Renewal 6.1%			Rate Protection Impact 0%			Rate Adjustment 6.1%		
Description			Benefits	Enrollment	2025 Premium Rate		2026 Premium Rate	
PRIORITY 250 PHZE1	PHZE1	Deductible:	\$250/\$500	5	Single	\$819.04	Single	\$869.00
		Coinsurance:	90%	5	Double	\$1,844.64	Double	\$1,957.17
		Rx Coverage:	\$10/20%/20%	11	Family	\$2,295.54	Family	\$2,435.57
PRIORITY HSA LEVEL PHZE2	PHZE2	Deductible:	\$1700/\$3400	2	Single	\$741.93	Single	\$787.19
		Coinsurance:	100%	0	Double	\$1,669.37	Double	\$1,771.20
		Rx Coverage:	\$10/20%/20%	1	Family	\$2,077.40	Family	\$2,204.12
PRIORITY HSA 2000 PHZE3	PHZE3	Deductible:	\$2000/\$4000	4	Single	\$700.65	Single	\$743.39
		Coinsurance:	100%	5	Double	\$1,576.46	Double	\$1,672.63
		Rx Coverage:	\$10/20%/20%	7	Family	\$1,961.68	Family	\$2,081.34
PRIORITY HSA 2000 PHZE4	PHZE4	Deductible:	\$2000/\$4000	2	Single	\$627.07	Single	\$665.32
		Coinsurance:	80%	6	Double	\$1,410.88	Double	\$1,496.95
		Rx Coverage:	\$10/20%/20% after deductible	16	Family	\$1,755.77	Family	\$1,862.87
PRIORITY HSA 3000 PHZE5	PHZE5	Deductible:	\$3000/\$6000	7	Single	\$598.24	Single	\$634.73
		Coinsurance:	80%	2	Double	\$1,346.02	Double	\$1,428.13
		Rx Coverage:	\$10/\$40/\$80	2	Family	\$1,675.05	Family	\$1,777.23

How Does Your Loss Ratio Compare With Other Pool Members?

▲ = Your Group



If you have questions regarding your rates or plans, or would like to look at other options, please reach out to a member of your Gallagher support team:

Mike Hagerty: Michael_Hagerty@ajg.com

Chris Glass: Chris_Glass@ajg.com

Leslie Nowaczyk: Leslie_Nowaczyk@ajg.com

Ashley Contreras: Ashley_Contreras@ajg.com

Leslie Nowaczyk: Leslie_Nowaczyk@ajg.com



Insurance | Risk Management | Consulting



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF TREASURY

RACHAEL EUBANKS
STATE TREASURER

March 28, 2025

**PUBLIC EMPLOYER CONTRIBUTIONS TO MEDICAL BENEFIT PLANS
ANNUAL COST LIMITATIONS – CALENDAR YEAR 2026**

For a medical benefit plan coverage year beginning on or after January 1, 2012, MCL 15.563, as last amended by 2018 Public Act 477, sets a limit on the amount that a public employer may contribute to a medical benefit plan.

For medical benefit plan coverage years beginning on or after January 1, 2013, MCL 15.563 provides that the dollar amounts that are multiplied by the number of employees with each coverage type be adjusted annually. Specifically, the dollar amounts shall be adjusted, by October 1 of each year after 2011 and before 2019, by the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available. By April 1 of each year after 2018, the dollar amounts shall be adjusted by the change in the medical care component of the U.S. consumer price index for the most recent 12-month period for which data are available. For calendar year 2025, the limit on the amount that a public employer may contribute to a medical benefit plan was set to the sum of the following:

- \$7,718.26 times the number of employees and elected public officials with single-person coverage
- \$16,141.28 times the number of employees and elected public officials with individual-and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- \$21,049.85 times the number of employees and elected public officials with family coverage.

The limits for 2026 equal the 2025 limits increased by **2.9 percent**. The 2.9 percent is the percentage change in the medical care component from the period March 2023-February 2024 to the period March 2024-February 2025.

Thus, for medical benefit plan coverage years beginning on or after January 1, 2026, the limit on the amount that a public employer may contribute to a medical benefit plan equals the sum of the following:

- \$7,942.09 times the number of employees and elected public officials with single-person coverage
- \$16,609.38 times the number of employees and elected public officials with individual -and-spouse coverage or individual-plus-1-nonspouse-dependent coverage
- \$21,660.30 times the number of employees and elected public officials with family coverage.

Rachael Eubanks

Rachael Eubanks
State Treasurer

March 28, 2025

(8.7% Pool Ave + 1.5% Rate Band)

2025		3300	4000
Family	PPO	HSA	HSA
2025 Hard Cap (.2%)	\$ 21,049.85	\$ 21,049.85	\$ 21,049.85
2025 Rates (10.2%)	\$ 27,546.48	\$ 24,928.80	\$ 23,540.16
HSA Contribution		\$ 1,250.00	\$ 2,000.00
Employee Amount	\$ 6,496.63	\$ 5,128.95	\$ 4,490.31
Bi-Weekly Amount*	\$ 249.87	\$ 197.27	\$ 172.70
Bi-Weekly Difference	\$ 96.45	\$ 87.13	\$ 82.19
Annual Difference	\$ 2,507.62	\$ 2,265.46	\$ 2,136.82

*Amounts above assume full wellness credit

(8.7% Pool Ave + 1.5% Rate Band)

2025		3300	4000
Two-Person	PPO	HSA	HSA
2025 Hard Cap (.2%)	\$ 16,141.28	\$ 16,141.28	\$ 16,141.28
2025 Rates (10.2%)	\$ 22,135.68	\$ 20,032.44	\$ 18,917.52
HSA Contribution		\$ 1,250.00	\$ 2,000.00
Employee Amount	\$ 5,994.40	\$ 5,141.16	\$ 4,776.24
Bi-Weekly Amount	\$ 230.55	\$ 197.74	\$ 183.70
Bi-Weekly Difference	\$ 77.56	\$ 70.07	\$ 66.10
Annual Difference	\$ 2,016.54	\$ 1,821.90	\$ 1,718.70

(8.7% Pool Ave + 1.5% Rate Band)

2025		1650	2000
Single	PPO	HSA	HSA
2025 Hard Cap (.2%)	\$ 7,718.26	\$ 7,718.26	\$ 7,718.26
2025 Rates (10.2%)	\$ 9,828.48	\$ 8,903.16	\$ 8,407.80
HSA Contribution		\$ 625.00	\$ 1,000.00
Employee Amount	\$ 2,110.22	\$ 1,809.90	\$ 1,689.54
Bi-Weekly Amount	\$ 81.16	\$ 69.61	\$ 64.98
Bi-Weekly Difference	\$ 34.40	\$ 31.10	\$ 29.34
Annual Difference	\$ 894.31	\$ 808.63	\$ 762.79

2025		6000	4000
Family	Alt. HAS 80%	Alt. HAS 80%	
2025 Hard Cap (.2%)	\$ 21,049.85	\$ 21,049.85	
2025 Rates	\$ 20,100.60	\$ 21,069.24	
HSA Contribution	\$ 949.25	\$ 2,000.00	
Employee Amount	\$ -	\$ 2,019.39	
Bi-Weekly Amount*	\$ -	\$ 77.67	
Bi-Weekly Difference	\$ (90.52)	\$ (12.85)	
Annual Difference	\$ -	\$ (2,353.49)	\$ (334.10)

*Amounts above assume full wellness credit

2025		6000	4000
Two-Person	Alt. HAS 80%	Alt. HAS 80%	
2025 Hard Cap (.2%)	\$ 16,141.28	\$ 16,141.28	
2025 Rates Projected	\$ 16,152.24	\$ 16,930.56	
HSA Contribution	\$ -	\$ 2,000.00	
Employee Amount	\$ 10.96	\$ 2,789.28	
Bi-Weekly Amount	\$ 0.42	\$ 107.28	
Bi-Weekly Difference	\$ (117.18)	\$ (10.32)	
Annual Difference	\$ -	\$ (3,046.58)	\$ (268.26)

2025		3000	2000
Single	Alt. HAS 80%	Alt. HAS 80%	
2025 Hard Cap (.2%)	\$ 7,718.26	\$ 7,718.26	
2025 Rates Projected	\$ 7,178.88	\$ 7,524.84	
HSA Contribution	\$ 539.38	\$ 1,000.00	
Employee Amount	\$ -	\$ 806.58	
Bi-Weekly Amount	\$ -	\$ 31.02	
Bi-Weekly Difference	\$ (35.64)	\$ (4.62)	
Annual Difference	\$ -	\$ (926.75)	\$ (120.17)

(6.1% Pool Ave + 0% Rate Band)

2026		3400	4000
Family	PPO	HSA	HSA
2026 Hardcap (2.9%)	\$ 21,660.30	\$ 21,660.30	\$ 21,660.30
2026 Rates (6.1%)	\$ 29,226.84	\$ 26,449.44	\$ 24,976.08
HSA Contribution		\$ 1,250.00	\$ 2,000.00
Employee Amount	\$ 7,566.54	\$ 6,039.14	\$ 5,315.78
Bi-Weekly Amount*	\$ 291.02	\$ 232.27	\$ 204.45
Bi-Weekly Difference	\$ 41.15	\$ 35.01	\$ 31.75
Annual Difference	\$ 1,069.91	\$ 910.19	\$ 825.47

*Amounts above assume full wellness credit

(6.1% Pool Ave + 0% Rate Band)

2026		3400	4000
Two-Person	PPO	HSA	HSA
2026 Hardcap (2.9%)	\$ 16,609.38	\$ 16,609.38	\$ 16,609.38
2026 Rates (6.1%)	\$ 23,486.04	\$ 21,254.40	\$ 20,071.56
HSA Contribution		\$ 1,250.00	\$ 2,000.00
Employee Amount	\$ 6,876.66	\$ 5,895.02	\$ 5,462.18
Bi-Weekly Amount	\$ 264.49	\$ 226.73	\$ 210.08
Bi-Weekly Difference	\$ 33.93	\$ 28.99	\$ 26.38
Annual Difference	\$ 882.26	\$ 753.86	\$ 685.94

(6.1% Pool Ave + 0% Rate Band)

2026		1700	2000
Single	PPO	HSA	HSA
2026 Hardcap (2.9%)	\$ 7,942.09	\$ 7,942.09	\$ 7,942.09
2026 Rates (6.1%)	\$ 10,428.00	\$ 9,446.28	\$ 8,920.68
HSA Contribution		\$ 625.00	\$ 1,000.00
Employee Amount	\$ 2,485.91	\$ 2,129.19	\$ 1,978.59
Bi-Weekly Amount	\$ 95.61	\$ 81.89	\$ 76.10
Bi-Weekly Difference	\$ 14.45	\$ 12.28	\$ 11.12
Annual Difference	\$ 375.69	\$ 319.29	\$ 289.05

(6.1% Pool Ave + 0% Rate Band)

2026		6000	4000
Family	Alt. HAS 80%	Alt. HAS 80%	
2026 Hardcap (2.9%)	\$ 21,660.30	\$ 21,660.30	
2026 Rates (6.1%)	\$ 21,326.76	\$ 22,354.44	
HSA Contribution	\$ 333.54	\$ 2,000.00	
Employee Amount	\$ -	\$ 2,694.14	
Bi-Weekly Amount*	\$ -	\$ 103.62	
Bi-Weekly Difference	\$ -	\$ 25.95	
Annual Difference	\$ -	\$ -	\$ 674.75

(6.1% Pool Ave + 0% Rate Band)

2026		6000	4000
Two-Person	Alt. HAS 80%	Alt. HAS 80%	
2026 Hardcap (2.9%)	\$ 16,609.38	\$ 16,609.38	
2026 Rates (6.1%)	\$ 17,137.56	\$ 17,963.40	
HSA Contribution	\$ -	\$ 2,000.00	
Employee Amount	\$ 528.18	\$ 3,354.02	
Bi-Weekly Amount	\$ 20.31	\$ 129.00	
Bi-Weekly Difference	\$ 19.89	\$ 21.72	
Annual Difference	\$ -	\$ 517.22	\$ 564.74

(6.1% Pool Ave + 0% Rate Band)

2026		3000	2000
Single	Alt. HAS 80%	Alt. HAS 80%	
2026 Hardcap (2.9%)	\$ 7,942.09	\$ 7,942.09	
2026 Rates (6.1%)	\$ 7,616.76	\$ 7,983.84	
HSA Contribution	\$ 325.33	\$ 1,000.00	
Employee Amount	\$ -	\$ 1,041.75	
Bi-Weekly Amount	\$ -	\$ 40.07	
Bi-Weekly Difference	\$ -	\$ 9.05	
Annual Difference	\$ -	\$ -	\$ 235.17



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Funding Policies for Full-Time Employee Health/Rx/Dental Coverage
as of January 1, 2026~~5~~

- Employees that are eligible for health insurance that elect the Priority Health 90/70 PPO Versatile Plan through the Western Michigan Health Insurance Pool will pay the premium above the state mandated hard cap.
- Employees that are eligible for health insurance that elect a Priority Health H.S.A. Plan with a \$1,~~765~~0 deductible for single coverage or \$3,~~430~~0 deductible for two-person or family coverage through the Western Michigan Health Insurance Pool will pay the premium plus the employer H.S.A. contribution amount above the state mandated hard cap. Employees that elect this coverage will receive \$625 toward their H.S.A. for single coverage or \$1,250 for two-person or family coverage. The amount placed into an employee's H.S.A. will be pro-rated for an employee that starts health coverage after January 1.
- Employees that are eligible for health insurance that elect Priority Health H.S.A. Plan with a \$2,000 deductible for single coverage or \$4,000 deductible for two-person or family coverage through the Western Michigan Health Insurance Pool will pay the premium plus the employer H.S.A. contribution amount above the state mandated hard cap. Employees that elect this coverage will receive \$1,000 toward their H.S.A. for single coverage or \$2,000 for two-person or family coverage. The amount placed into an employee's H.S.A. will be pro-rated for an employee that starts health coverage after January 1.
- Employees that are eligible for health insurance that elect Priority Health H.S.A. Plan with a \$3,000 deductible for single coverage or \$6,000 deductible for two-person or family coverage through the Western Michigan Health Insurance Pool will not have an employee contribution amount for health insurance IF the plan's premium amount is below the state mandated hard cap. If the plan's premium is above the state mandated hard cap, employees will pay the premium above the state mandated hard cap. If the plan's premium is below the state mandated hard cap, the difference between the state mandated hard cap and the plan premium (determined annually) will be deposited into an employees' H.S.A. account. The amount placed into an employee's H.S.A. will be pro-rated for an employee that starts health coverage after January 1.



- Wellness Plan provisions will remain as approved by City Council on June 2, 2011 or as amended by City Council thereafter. Employee Wellness Plan contribution credits not earned by the employee and/or spouse will be added to the employee premium contribution above the state mandated hard caps.
- There is no employee contribution for dental coverage for active employees.
- Employees that elect to opt-out of health/Rx and dental coverage will be paid \$1,000 per year in lieu of taking the coverage from the city. The \$1,000 will be distributed over one year in equal installments with the employees' regular bi-weekly check.

Part-time Employees Under Patient Protection and Affordable Care Act (PPACA)
as of May 6, 2013

The new health care provisions of the Patient Protection and Affordable Care Act (PPACA) mandate that the City provide health coverage to “essentially all” full-time employees. The federal definition of full-time employees includes part-time workers who average thirty (30) or more hours per week. It has long been the City’s policy that employees working less than forty (40) hours per week are not entitled to health care benefits.

To manage our responsibilities under PPACA, the following policy is adopted:

1. All part-time employees must report actual hours worked. Part-time employees include all persons who receive a W-2 from the City and typically work less than a forty (40) hour work week. Part-time employees include hourly workers, elected and appointed boards and commissions, election workers, reserve police officers, and persons who are paid-on-call or at a flat rate.
2. Management will establish and enforce work schedules that do not allow part-time employees to average thirty (30) or more hours per week during the measurement period.
3. The measurement period will be a twelve (12) month period commencing on October 1st of each year and ending September 30th of each year, except the first measuring period will be six (6) months beginning May 1, 2013 and ending October 31, 2013.

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4. A ninety (90) day administrative period will follow each measurement period. The administrative period will commence on October 1st of each year and end on December 31st of each year, except the first administrative period will be sixty (60) days beginning November 1, 2013. During the administrative period hours tracked during the measurement period are reviewed to ensure the city continues to meet the PPACA definition of offering health coverage to essentially all full-time employees.
 5. **IF** it is found that the city does not meet the “essentially all” definition of offering health coverage, the city will offer health insurance to the employees that do not receive coverage at the conclusion of the measurement period, but averaged 30 or more hours per week during said measurement period. Health coverage provisions:
 - a. Employees averaging thirty (30) or more hours worked per week during the measurement period are provided notice of their health coverage options.
 - b. Employees eligible for City provided health coverage are enrolled in the plan for the period commencing January 1 of each year unless the employee opts out of the City’s health coverage.
 - c. A twelve (12) month stability period (health coverage eligibility) will commence immediately following the administrative period. It will begin on January 1st of each year and end on December 31st of each year. The first stability period will begin January 1, 2014.
 - d. It is the intent of the city to offer coverage to the employee only (single coverage); the plan will be a 60% actuarial equivalent of the plan currently offered to employees that are classified as full-time by the city (40 hours per week); and the minimum contribution will be 20% toward the premium.

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CITY COUNCIL MEMORANDUM

TO: Mayor Klynstra and City Councilmembers

FROM: Tim Klunder, City Manager

SUBJECT: Retiree First Service Agreement – Medicare Advantage Plan

DATE: October 31, 2025

CC: November 3rd Council Agenda

BACKGROUND: 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. Things we at the city are not experts in.

Attached hereto is the 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.

RECOMMENDATION: Move to approve the attached Retiree Benefit Management Services Agreement with Retiree First.

Timothy R. Klunder, City Manager

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RETIREE BENEFIT MANAGEMENT SERVICES AGREEMENT

THIS RETIREE BENEFIT MANAGEMENT SERVICES AGREEMENT (this “Agreement”) is entered into as of the 1st day of January, 2026 (the “Effective Date”), by and between City of Zeeland, a **public sector group health plan** with principal offices located at 21 South Elm Street, Zeeland, MI 49464 (the “Client”), and **RETIREE FIRST LIMITED LIABILITY COMPANY**, with principal offices located at 1000 Midlantic Dr., Mount Laurel, NJ 08054 (the “Manager”). Client and Manager are referred to here individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Client provides health benefits for eligible participants;

WHEREAS, Manager provides management and administrative services relating to retirement health benefit products and contracts for multi-employer group health plans, municipal health benefit funds, university health plans, and other organizations; and

WHEREAS, Client desires to engage Manager in connection with the management of certain retiree group health benefits on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises stated herein and other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows.

1. Engagement of Manager.

1.1. Engagement. Client hereby engages Manager to perform, and Manager hereby agrees to perform, retiree health benefit plan management and administration services where applicable as set forth in:

☒ Appendix A: MAPD WORK ORDER

☐ Appendix B: GROUP SUPPLEMENT TO MEDICARE PLAN WORK ORDER

☐ Appendix C: EMPLOYER GROUP WAIVER PLAN (EGWP) WORK ORDER

1.2. Scope. Unless otherwise mutually agreed by the Parties, no services other than those identified in this Agreement and in the Financial Rate Summary(ies) hereto are included within the scope of this Agreement.

1.3. Limited Power of Attorney. Limited Power of Attorney. Client hereby constitutes and appoints Manager as Client’s true and lawful attorney-in-fact, with full power of substitution or revocation, to execute and deliver contracts consistent with this Agreement with the Insurance Vendor identified in Section 2 and/or the Financial Rate Summary(ies), in the name of and on the behalf of the Client.

2. Plan Design. The Parties have agreed to the plan design set forth in the Financial Rate Summary(ies) hereto. The following rate guarantee shall govern such plan design and service for the period effective January 1, 2026 to December 31, 2026 (the “Initial Plan Term”):

Benefit Plan	Insurance Vendor	2026 Rate
MAPD	Humana	\$210.56

3. Service Fees. As compensation for the services provided hereunder, Client shall pay Manager the Rate set forth in Section 2 and/or in the Financial Rate Summary(ies) hereto (the “Service Fees”). Unless otherwise mutually agreed by the Parties, no services other than those identified in this Agreement and in the Financial Rate Summary(ies) hereto are included within such Service Fees. On or about the fifteenth (15th) day of each calendar month, Manager shall deliver to Client a monthly statement indicating the Service Fees owed for the following month (each, a “Covered Month”). Payment shall be due in full on the first (1st) date of each Covered Month. The Manager at their discretion has the right to charge a \$25 NSF fee for any individual bounced check or denied withdrawal. All payments made to Retiree First or designated affiliate.

4. Termination.

4.1. Term. This Agreement is effective as of the Effective Date and shall terminate and expire on December 31, 2026 (the end of the Initial Plan Year); *provided, however*, that this Agreement will automatically renew for successive one-year (1-year) periods at the Insurance Vendor’s Renewal Rate disclosed by Manager in writing to Client at least seventy-five days (75 days) prior to the end of the then current plan year, unless Client notifies the Manager in writing of its intent to terminate this Agreement or to make any changes to the services or plan designs set forth in this Agreement (or in the appendices hereto) **at least sixty days (60 days)** prior to the end of the then current plan year. There is no guarantee that Insurance Vendors will provide renewal rates within these time frames. Client’s sole remedy for failure to comply with these time frames will be to terminate the agreement. In the event it is not terminated, it will renew at the new Insurance Vendor Rate.

4.2. Termination. This Agreement may not be terminated by either Party during the term hereof. Notwithstanding the foregoing, either Party may terminate this Agreement at any time upon a material breach by the other Party of such Party’s obligations under this Agreement or under the Business Associate Agreement attached to this Agreement (or any similar agreement entered into by the Parties in connection herewith); *provided, however*, that the Party alleging a breach shall provide the other Party with written notice describing the facts and circumstances of the alleged breach in reasonable detail, and the Party alleged to be in breach shall have a period of not less than fifteen (15) days in which to cure such alleged deficiency. Upon termination of the Agreement, Manager will release to Client or to a successor administrator, all Client records, data, and files (including copies thereof) within a reasonable time period following the termination date, not to exceed 60 days following the effective date of termination of the Agreement.

5. Confidentiality.

5.1. Business Confidential Information. Each party acknowledges that performance of the Agreement may involve access to and disclosure by each Party of its proprietary and nonpublic information including, without limitation, business plans, data, rates, procedures, materials, lists, systems and information (collectively “**Business Confidential Information**”). No Business Confidential Information shall be disclosed to any third party other than a party’s representatives who have a need to know such Business Confidential Information in relation to administration of the Client, and provided that such representatives are informed of the confidentiality provisions hereof and agree to abide by them. All such Business Confidential Information must be maintained in strict confidence.

5.2. Protected Health Information. Each Party acknowledges that the terms of this Agreement may involve the sharing of the Protected Health Information (as such term is used in the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA)) of the Client’s participants. As a condition precedent to each Party’s obligations under this Agreement, the Parties shall each execute

and deliver a Business Associate Agreement (“BAA”) in substantially the form attached hereto, or a similar agreement containing such terms as may be mutually agreed upon by the Parties and meeting the requirements of HIPAA and any other applicable law. To the extent there is any conflict between the provisions of this Agreement and the BAA, the terms of the BAA shall govern.

5.3. General Provisions. Upon termination of the Agreement, each party, upon the request of the other, will promptly return or destroy all copies of all of the other Party’s Business Confidential Information (including any Protected Health Information of Client’s Participants, in the case of Manager) in its possession or control except to the extent such confidential information must be retained pursuant to applicable law.

6. Indemnification.

6.1. Indemnification by Manager. Manager shall indemnify, defend and hold harmless Client, its trustees, administrators, officers, directors, employees, agents, affiliates, predecessors, successors and assigns (acting in their capacities as such, but not as Client Participants) (collectively, the “Client Released Parties”) from and against any and all claims, suits, losses, liabilities, inquiries, investigations, costs, reasonable attorneys’ fees, monetary penalties, and damages incurred by any Client Released Party as a result, directly or indirectly, of Manager’s gross negligence, willful misconduct, fraud or material breach of this Agreement.

6.2. Indemnification by Customer. Except as provided in Section 6.1 above, Client shall indemnify, defend and hold harmless Manager, its parent companies, subsidiaries, affiliated entities, members, managers, officers, directors, employees, agents, affiliates, predecessors, successors and assigns (collectively, the “Manager Released Parties”), from and against any and all claims, suits, losses, liabilities, inquiries, investigations, costs, reasonable attorneys’ fees, monetary penalties, and damages incurred by any Manager Released Party as a result, directly or indirectly, of Client’s willful misconduct, criminal conduct, breach of the Agreement or fraud related to or arising out of this Agreement.

6.3. Procedure. The Party seeking indemnification may assume responsibility for the direction of its own defense at any time, including the right to settle or compromise any claim against it without the consent of the indemnifying party, provided that in doing so it shall be deemed to have waived its right to indemnification pursuant to this Agreement, except in cases where the indemnifying party has declined to defend against the claim.

7. Arbitration. Notwithstanding any other provision in the Agreement to the contrary, any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, or validity thereof, except for temporary, preliminary, or permanent injunctive relief or any other form of equitable relief, shall be settled by binding arbitration in Burlington County, New Jersey, administered by the American Arbitration Association (“AAA”) and conducted by a single arbitrator in accordance with the AAA’s Commercial Arbitration rules.

8. Notices. Any notice or other communication required or permitted hereunder shall be effective if delivered to the other Party in writing and delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile, or email, or by certified or registered mail (in each case, return receipt requested, postage prepaid), to the following addresses:

If to Manager:

1000 Midlantic Dr., Suite 100
Mount Laurel, NJ 08054
Attn: Legal Department
RFlegal@retireefirst.com

If to Client:

21 South Elm Street
Zeeland, MI 49464

9. Subsidiaries and Affiliates. Client acknowledges and agrees that certain services hereunder may be performed or provided by Manager's subsidiaries or affiliates, including, without limitation, Labor First, LLC, a licensed insurance agency. Client further acknowledges that all insurance products and services offered herein are provided by our affiliate Labor First, LLC (d/b/a Labor First Insurance Solutions, LLC in CA and Labor First Insurance Brokerage, LLC in NY), a licensed insurance agency, on behalf of one or more insurance companies. All descriptions or illustrations of coverage provided by Labor First are for general informational purposes only and do not amend, alter, or modify any insurance policy or guarantee any specific price, quote or coverage. Not all products and services are available in all states or to all customers. Nothing herein is intended or should be interpreted as the sale or solicitation of insurance by Retiree First. To the extent any of Manager's subsidiaries or affiliates provide services hereunder, Manager represents and warrants that such subsidiaries and affiliates shall adhere to all terms and conditions of this Agreement.

10. Miscellaneous.

10.1. Amendments; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto, and any of the terms thereof may be waived only by a written document signed by each Party to this Agreement or, in the case of waiver, by the Party or Parties waiving compliance. No waiver of a breach shall waive or excuse any different or subsequent breach.

10.2. Severability. Any provision of this Agreement that is determined by a Court of competent jurisdiction to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of the Agreement's remaining provisions, to the maximum extent permitted by applicable law.

10.3. Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the entire and exclusive understanding between the Parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

10.4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to the conflict of laws provisions or rules thereof or of any other jurisdiction to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of New Jersey.

10.5. Counterparties. This Agreement may be executed in counterparts and by facsimile, email or other electronic signature, each of which shall be deemed an original and all of which together shall constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have hereto have caused this Agreement to be duly executed this Agreement as of the day and year set forth below (but effective as of the Effective Date).

CLIENT:

CITY OF ZEELAND

By: _____

Name:

Title:

Date:

MANAGER:

RETIREE FIRST

By: _____

Name: David Zawrotny

Title: Chief Service Officer

Date:

APPENDIX A

MAPD WORK ORDER

A. Pre-Implementation

1. Provide to client consultation on retiree benefit and vendor strategies and perform a market analysis of insurance carrier bids as applicable.

B. Implementation Services.

1. Review the selected Insurance Vendor's benefit design and documentation to ensure it accurately reflects the quote and proposal that has been accepted and approved by the Client;
2. Implement selected qualified Insurance Vendor's benefit to provide a fully insured group MAPD Plan that will constitute approved benefits for purposes of this Agreement ("Approved Plans");
3. Handle all aspects of transition to the Approved Plan with Insurance Vendor; and
4. Provide implementation manager experienced in retiree healthcare plans to manage the transition process and is a dedicated point of contact for Client.
5. Obtain all necessary information from Client on Eligible Members and Eligible Dependents;
6. Obtain from Center for Medicare Services ("CMS") an electronic eligibility return file;
7. Host a kick-off meeting/retiree educational seminar (including providing service members after the meeting for one-on-one individual meetings if needed) if applicable;
8. In coordination with Insurance Vendor send all qualified Eligible Members and Eligible Dependents a Welcome Kit and Insurance card;

C. Ongoing Plan Management.

1. Help manage all eligibility maintenance and convert to a CMS's approved format;
2. Review CMS return files and update eligibility information accordingly including ensuring no deceased members are on file and to ensure PII and address accuracy;
3. Accept eligibility updates electronically as determined by the Client;
4. Provide the Client with support as needed with all CMS filing and reporting requirements;
5. Handle all group billing administration and collections as required by the Client and Insurance Vendors;
6. Verify eligibility and provide the Client with full monthly eligibility, including amount paid to the Insurance Vendor and names of Eligible Members for whom payments are made each month;

7. Submit payment to Insurance Vendors in timely fashion to ensure uninterrupted coverage;
8. Make available reports, on services provided under this Agreement including:
 - a. Member Interaction Logs – A comprehensive report with information on what issues members are calling about and highlight any outliers or trends;
 - b. Call Stats: ASA, Abandonment, and Average Call Time
9. Coordinate with Insurance Vendors to provide Client with monthly eligibility maintenance and reporting;
10. Assist in preparation of benefit summaries for the selected Insurance Vendor's Approved Plan that are consistent with the Client's benefit plan requirements (including any Summary of Material Modification ("SMM") and Summary of Benefits and Coverage ("SBC"), where applicable;
11. Perform all functions in compliance with CMS;
12. Manage all CMS Part D filings and requirements including Late Enrollment Penalty ("LEP") and Opt-Out assistance and low income subsidy ("LIPS") assistance;
13. Provide dedicated Client Account Representative who is an experienced Medicare professional who manages the overall service experience for the Client's account;
14. Provide Account Management team to assist Client with all aspects of plan maintenance;
15. Provide members with group specific regional dedicated client call-center number and live member support (all calls can be handled in over 300 languages are TTY compatible), including 10-year retention on all call recordings;
16. Provide Member Advocates who are experts in the details of the plan and Medicare system to:
 - a. Assist members with obtaining and retaining Medicare eligibility and enrollment in accordance with CMS requirements;
 - b. Guide Eligible Members and Eligible Dependents through multiple plan options when applicable;
 - c. Provide claims, billing and premium payment support;
 - d. Assist disabled members and members turning 65 with applying for Medicare;
 - e. Provide pharmacy and physician support to Eligible Members and Eligible Dependents;
 - f. Assist with pharmacy related questions such as generic availability, prior authorizations, and mail-order services;
 - g. Interface directly with Social Security, CMS, pharmacies and physicians on behalf of Eligible Members to solve problems;

- h. Assist Members and Dependents with copay/coinsurance and assist members with getting discrepancies rectified;
 - i. Provide assistance with Part B medications and supplies;
 - j. Provide Eligible Members with potential solutions if formulary disruptions occur;
 - k. Assist with provider selection and alternative provider assistance;
 - l. Make completion calls to Eligible Members and Eligible Dependents to ensure that issues raised have been resolved;
 - m. Assist with appeals to Medicare or the Insurance Vendor if there is a coverage denial to ensure Eligible Members and Eligible Dependents are obtaining all of the benefits of the Approved Plan and Medicare;
 - n. Assist Insurance Vendor with well care management initiatives including wellness programs, health coaching, etc. including but not limited to health risk appraisals and tools, outreach to high-risk retirees, targeted risk education, ongoing wellness support and preventative outreach;
17. Maintain records of the Client for the duration of the Agreement and for at least ten (10) years from the date of issuance or occurrence, including records and notations of all calls.

D. CMS Plan Regulatory Notification Procedures.

- 1. Prepare CMS mandated Member communications;
- 2. Prepare Client Specific Announcement Letters; and
- 3. Prepare Group Creditable Coverage attestation filing.

E. Health and Wellness

- 1. Provide member access to the advocacy center;
- 2. Educate and facilitate in home wellness visit scheduling;
- 3. Educate and facilitate annual wellness visit scheduling;
- 4. Educate and facilitate annual diabetic eye visit scheduling;
- 5. Educate and facilitate annual flu shots, breast cancer screening, colon cancer screenings;
- 6. Facilitate Health Risk Assessments and PCP Assignment;
- 7. Educate members and refer to carrier-based care programs where applicable;
- 8. Coordination with various carrier clinical programs, e.g. behavioral health, MTM, home care, etc;
- 9. Provide pharmacy and provider support services via the Retiree Advocacy Center;

APPENDIX B

GROUP SUPPLEMENT TO MEDICARE PLAN WORK ORDER

F. Pre-Implementation

1. Provide to client consultation on retiree benefit and vendor strategies and perform a market analysis of insurance carrier bids as applicable.

G. Implementation Services.

1. Review the selected Insurance Vendor's benefit design and documentation to ensure it accurately reflects the quote and proposal that has been accepted and approved by the Client;
2. Implement selected qualified Insurance Vendor's benefit to provide a fully insured Group supplement to Medicare Plan that will constitute approved benefits for purposes of this Agreement ("Approved Plan");
3. Handle all aspects of transition to the Approved Plan with Insurance Vendor; and
4. Provide implementation manager experienced in Group supplement to Medicare Plans to manage the transition process and is a dedicated point of contact for Client.
5. Obtain all necessary information from Client on Eligible Members and Eligible Dependents;
6. Host a kick-off meeting/retiree educational seminar (including providing service members after the meeting for one-on-one individual meetings if needed) if applicable;
7. In coordination with insurance vendor send all qualified Eligible Members and Eligible Dependents a Welcome Kit and Insurance card;

H. Ongoing Plan Management.

1. Help manage all eligibility maintenance and convert to a CMS's approved format;
2. Review CMS return files and update eligibility information accordingly including ensuring no deceased members are on file and to ensure PII and address accuracy;
3. Provide the Client with support as needed with all CMS filing and reporting requirements;
4. Handle all group billing administration and collections as required by the Client and insurance vendor.
5. Verify eligibility and provide the Client with full monthly eligibility, including amount paid to the Insurance Vendor and names of Eligible Members for whom payments are made each month;
6. Submit payment to Insurance Vendor in timely fashion to ensure uninterrupted coverage;
7. Make available reports, on services provided under this Agreement including:

- a. Member Interaction Logs A comprehensive report with information on what issues members are calling about and highlighting any outliers or trends;
 - b. Call Stats: ASA, Abandonment, and Average Call Time.
- 8. Coordinate with Insurance Vendor to provide Client with monthly eligibility maintenance and reporting;
- 9. Assist in preparation of benefit summaries for the selected Insurance Vendor's Approved Plan that are consistent with the Client's benefit plan requirements (including any Summary of Material Modification ("SMM") and Summary of Benefits and Coverage ("SBC"), where applicable;
- 10. Perform all functions in compliance with CMS;
- 11. Provide dedicated Client Account Representative who is an experienced Medicare professional who manages the overall service experience for the Client's account;
- 12. Provide Account Management team to assist Client with all aspects of plan maintenance;
- 13. Provide group specific regional dedicated member advocacy number and live member support (all calls can be handled in over 300 languages are TTY compatible), including 10-year retention on all call recordings;
- 14. Provide Member Advocates who are experts in the details of the plan and Medicare system to:
 - a. Guide Eligible Members and Eligible Dependents through multiple plan options when applicable;
 - b. Assist members with obtaining and maintaining Medicare eligibility and enrollment in accordance with CMS requirements;
 - c. Provide claims, billing and premium payment support;
 - d. Assist disabled members and members turning 65 with applying for Medicare;
 - e. Provide proactive provider and physician support to Eligible Members and Eligible Dependents;
 - f. Interface directly with Social Security, CMS and physicians on behalf of Eligible Members to solve problems;
 - g. Assist with provider selection and alternative provider assistance;
 - h. Assist Members and Dependents with copay/coinsurance and assist members with getting incorrect amounts rectified;
 - i. Provide assistance with Part B medications and supplies;

- j. Assist with appeals to Medicare or Medicare Supplement insurance vendor if there is a coverage denial to ensure Eligible Members and Eligible Dependents are obtaining all of the benefits of the Approved Plan and Medicare;
 - k. Make resolution calls to all Eligible Members and Eligible Dependents to ensure that issues raised have been resolved; and
15. Maintain records of the Client for the duration of the Agreement and for ten (10) years from the date of issuance or occurrence, including records and notations of all calls.

I. CMS Plan Regulatory Notification Procedures.

- 1. Prepare CMS mandated Member communications;
- 2. Prepare Client Specific Announcement Letters; and
- 3. Prepare Group Creditable Coverage attestation filing.

APPENDIX C

EMPLOYER GROUP WAIVER PLAN (EGWP) WORK ORDER

J. Pre-Implementation

1. Provide to client consultation on retiree benefit and vendor strategies and perform a market analysis of insurance carrier bids as applicable.

K. Implementation Services.

1. Review the selected Insurance Vendor's benefit design and documentation to ensure it accurately reflects the quote and proposal that has been accepted and approved by the Client;
2. Implement selected qualified Insurance Vendor's benefit to provide a fully insured group Employer Group Waiver Plan (EGWP) Part D Plan that will constitute approved benefits for purposes of this Agreement ("Approved Plan");
3. Handle all aspects of transition to the Approved Plan with Insurance Vendor; and
4. Provide implementation manager experienced in Employer Group Waiver Plan (EGWP) Part D plans to manage the transition process and is a dedicated point of contact for Client.
5. Obtain all necessary information from Client on Eligible Members and Eligible Dependents;
6. Obtain from Center for Medicare Services ("CMS") an electronic eligibility return file;
7. Host a kick-off meeting/retiree educational seminar (including providing service members after the meeting for one-on-one individual meetings if needed) if applicable;
8. In coordination with insurance vendor, send all qualified Eligible Members and Eligible Dependents a Welcome Kit and Insurance card;

L. Ongoing Plan Management.

1. Help manage all eligibility maintenance and convert to a CMS's approved format;
2. Review CMS return files and update eligibility information accordingly including ensuring no deceased members are on file and to ensure PII and address accuracy;
3. Accept eligibility updates electronically as determined by the Client;
4. Provide the Client with support as needed with all CMS filing and reporting requirements;
5. Handle all group billing administration and collections as required by the Client and insurance vendors.
6. Verify eligibility and provide the Client with full monthly eligibility, including amount paid to the Insurance Vendor and names of Eligible Members for whom payments are made each month;

7. Submit payment to Insurance Vendor in timely fashion to ensure uninterrupted coverage;
8. Make available reports, on services provided under this Agreement including:
 - a. Member Interaction Logs – A comprehensive report with information on what issues members are calling about and highlighting any outliers or trends;
 - b. Call Stats: ASA, Abandonment, and Average Call Time
9. Coordinate with Insurance Vendor to provide Client with monthly eligibility maintenance and reporting;
10. Assist in preparation of benefit summaries for the selected Insurance Vendor's Approved Plan that are consistent with the Client's benefit plan requirements (including any Summary of Material Modification ("SMM") and Summary of Benefits and Coverage ("SBC"), where applicable;
11. Perform all functions in compliance with CMS;
12. Manage all CMS Part D filings and requirements including Late Enrollment Penalty ("LEP") and Opt-Out assistance and low income subsidy ("LIPS") assistance;
13. Provide dedicated Client Account Representative who is an experienced Medicare professional who manages the overall service experience for the Client's account;
14. Provide Account Management team to assist Client with all aspects of plan maintenance;
15. Provide members with group specific regional dedicated client call-center number and live member support (all calls can be handled in over 300 languages are TTY compatible), including 10-year retention on all call recordings;
16. Provide Member Advocates who are experts in the details of the plan and Medicare system to:
 - a. Assist members with obtaining and retaining Medicare eligibility and enrollment in accordance with CMS requirements;
 - b. Guide Eligible Members and Eligible Dependents through multiple plan options when applicable;
 - c. Provide claims, billing and premium payment support.
 - d. Assist disabled members and members turning 65 with applying for Medicare;
 - e. Provide proactive pharmacy and Rx related physician support to Eligible Members and Eligible Dependents;
 - f. Assist with pharmacy related questions such as generic availability, prior authorizations, and mail-order services;
 - g. Interface directly with Social Security, CMS and physicians on behalf of Eligible Members to solve problems;

- h. Assist Members and Dependents with copay/coinsurance and assist members with getting incorrect amounts rectified;
 - i. Provide assistance with Part B medications and supplies;
 - j. Provide Eligible Members with solutions when prescription formulary disruptions occur;
 - k. Make resolution calls to all Eligible Members and Eligible Dependents to ensure that issues raised have been resolved;
 - l. Assist with appeals to Medicare or the Employer Group Waiver Plan (EGWP) insurance vendor if there is a coverage denial to ensure Eligible Members and Eligible Dependents are obtaining all the benefits of the Approved Plan and Medicare;
17. Maintain records of the Client for the duration of the Agreement and for ten (10) years from the date of issuance or occurrence, including records and notations of all calls.

M. CMS Plan Regulatory Notification Procedures.

- 1. Prepare CMS mandated Member communications;
- 2. Prepare Client Specific Announcement Letters; and
- 3. Prepare Group Creditable Coverage attestation filing.

APPENDIX D

Plan: MAPD - Humana - City of Zeeland - 2026

Rate Period: 1/1/2026 - 12/31/2026

MAPD Rate - **\$210.56 PMPM**

Medical Coverage	Member Pays
Medical Deductible	\$0
Medical Maximum Out-of-Pocket	\$4,000
Primary Care Visit	\$10
Specialist Visit	\$20
Inpatient Hospital Care	\$150 copay per day, days 1-5
Outpatient Surgery	50 – Hospital \$20 – Ambulatory Surgical Center
Inpatient Mental Health & Substance Abuse	\$150 copay per day, days 1-5 190 days lifetime max
Outpatient Mental Health & Substance Abuse	\$40 – Outpatient Hospital \$20 Partial Hospitalization
Skilled Nursing Facility	\$0, days 1-20; \$75 per day, days 21-100
Urgent Care Center	\$20
Emergency Room	\$65, waived if admitted within 24 hours
Ambulance	\$50
Durable Medical Equipment	20%
Ancillary Benefit Coverage	
Foreign Travel Coverage	20% coinsurance Limited to emergency Medicare-covered services. \$100 deductible per year, \$25,000 Maximum Benefit per year Or 60 consecutive days, whichever is reached first
Hearing	Medicare covered services only
Vision	Medicare covered services only
Dental	Medicare covered services only
Podiatry	Medicare covered services only
Chiropractic	Medicare covered services only
Acupuncture	Medicare covered services only
Private Duty Nursing	Medicare covered services only
Fitness Benefit	Included

Medical MAPD Stipulations

- National Passive Preferred Provider Organization Network: Plan is accepted wherever Medicare is accepted in all 50 states including U.S. Territories.
- Price above is based on census provided. We reserve the right to rerate this policy pending any new census information.
- During this policy term, if there are changes by CMS or federal law in relation to Med Supp, MAPD, MA or EGWP plans there may be changes to the rates and/or benefit provisions. In the event that this were to occur, any changes will be communicated to the Group not less than 60 days before the effective date of any such change (other than mutually agreed changes) or shorter notice as may be required to

comply with CMS or federal law.

Pharmacy Coverage		Member Pays
Prescription Deductible		\$0
Retail 30 Day Supply		
Tier 1-A (Preferred Generics)		N/A
Tier 1 (Generics)		\$10
Tier 2 (Brands)		\$40
Tier 3 (NP Brands)		\$40
Tier 4 (Specialty)		\$40
Retail 90 Day Supply		
Tier 1-A (Preferred Generics)		N/A
Tier 1 (Generics)		\$30
Tier 2 (Brands)		\$120
Tier 3 (NP Brands)		\$120
Tier 4 (Specialty)		Limited to one-month supply
Mail-Order 90 Day Supply		
Tier 1-A (Preferred Generics)		N/A
Tier 1 (Generics)		\$0
Tier 2 (Brands)		\$80
Tier 3 (NP Brands)		\$80
Tier 4 (Specialty)		Limited to one-month supply
Part D Coverage Specifications		
Prescription Maximum Out-of-Pocket		\$2,100 - CMS standard
RX Tiers		4 Tier
Drug Formulary		Most Comprehensive (Open)
Lifestyle Drugs Covered		Yes
All Non-Part D Drugs Covered		Yes
Part B Diabetic Rider		No
ACA Preventative Drug		No
Utilization Management		Prior Authorizations, Quantity Limits, Step Therapy
Coverage Gap		Does not Apply in 2026
Catastrophic Coverage		Members pay \$0

Prescription MAPD Stipulations

- The catastrophic coverage for 2026 member cost share post-TrOOP (\$2,100) is \$0.
- Pharmacy network of over 60,000+ locations including all major chains, supermarkets, and independently owned pharmacies.

APPENDIX E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (this “Agreement”) is effective as of October, 17th 2025 (the “Effective Date”), by and among Retiree First LLC with offices located at 1000 Midlantic Drive, Suite 100, Mount Laurel, New Jersey 08054 (hereinafter referred to as “Business Associate”), including all subsidiaries and affiliates, and City of Zeeland (hereinafter referred to as “Covered Entity”). This Agreement supersedes any previous Business Associate Agreement between the parties hereto.

WHEREAS, Covered Entity must disclose PHI to Business Associate for purposes of a function or activity of Covered Entity relating to PHI; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and security of PHI received by or disclosed to Business Associate in compliance with the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and Part 164 (the “HIPAA Rules”) under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”); and

WHEREAS, Covered Entity and Business Associate agree that this Agreement sets forth the terms and conditions pursuant to which Protected Health Information that is provided by, or created or received by, Business Associate from or on behalf of Covered Entity, will be handled between Business Associate and Covered Entity and with third parties during the term of the Business Associate Agreement and after its termination.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in the Agreement and below, the parties hereby agree as follows:

1. **Definitions.**

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 C.F.R. 160.103.

“Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 C.F.R. 160.103.

“Designated Record Set” (45 C.F.R. §164.501) means a group of records maintained by or for Covered Entity that is (i) the medical records and/or billing records about individuals maintained by or for a covered health care provider; or (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Covered Entity to make decisions about individuals.

“Electronic Protected Health Information” or “EPHI” (45 C.F.R. §160.103) means individually identifiable health information transmitted by Electronic Media or maintained in Electronic Media.

“Electronic Media” (45 C.F.R. §160.103) means (1) electronic storage media on which data is or may be recorded electronically, including devices in computers (hard drives) and any removable/transportable digital memory medium, such as a magnetic tape or disk, optical disk, or digital memory card; or (2) transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet, or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media.

“Individual” (45 C.F.R. §160.103) means the person who is the subject of Protected Health Information.

“Individually Identifiable Health Information” (45 C.F.R. §160.103) means information, including demographic information, collected from an individual that (i) is created or received by a healthcare provider, health plan, employer or healthcare clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an individual, the provision of healthcare to an individual, or the past, present or future payment for the provision of healthcare to an individual; and (a) identifies the individual, or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

“Protected Health Information” (“PHI”) (45 C.F. R. §160.103) means Individually Identifiable Health Information that is (i) transmitted by electronic media; (ii) maintained in any medium constituting electronic media; or (iii) transmitted or maintained in any other form or medium.

“Security Breach” (as defined under 45 C.F.R. §164.402, including certain exceptions) means the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted under subpart E of HIPAA which compromises the security or privacy of such information, but excludes those disclosures specified as excluded from the definition of “Breach” in 45 C.F.R. §164.402.

“Security Incident” (45 C.F.R. §164.304) means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

All terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA.

2. Use and Disclosure of PHI.

Business Associate may only use or disclose PHI solely for the purpose of performing the service and/or functions for which Covered Entity has retained Business Associate, subject to the terms and conditions of this Agreement.

Business Associate agrees to use PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity only as permitted or required by this Agreement or as otherwise required by law. All such uses and disclosures also shall be in compliance with each applicable requirement of 45 C.F.R. §164.504(e). Business Associate shall not, and shall ensure that its directors, officers, employees, contractors, and agents do not, use or disclose PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in any manner that would constitute a violation of the rules governing the use of such information contained in 45 C.F.R. Part 160 and 164, if used in such a manner by Covered Entity, except for the specific uses and disclosures set forth below.

Except as otherwise limited in this Agreement, Business Associate (1) may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; (2) may disclose PHI for the proper management and administration or to carry out the legal responsibilities of the Business Associate provided (a) that disclosures are Required by Law (as defined in 45 C.F.R. §164.103) or (b) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information

has been breached; and (3) may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. §164.504(e)(2)(i)(B). Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI unless Business Associate or Covered Entity has obtained a valid HIPAA-compliant authorization from the individual that specifies whether the PHI can be further exchanged for remuneration by Business Associate.

Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

3. **Safeguards.** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement and agrees to comply with the following provisions concerning Electronic Protected Health Information. Business Associate will:

a. Implement or maintain administrative, physical and technical safeguards designed to reasonably protect the confidentiality, integrity, and availability of Electronic Protected Health Information as required by HIPAA, including without limitation, 45 C.F.R. §§164.308, 164.310, and 164.312; and

b. In accordance with 45 C.F.R. §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

4. **Policies and Procedures.** Business Associate agrees to implement reasonable and appropriate policies and procedures to comply with HIPAA, pursuant to 45 C.F.R. §164.316. Business Associate also agrees to maintain such policies and procedures in written or electronic form, and will document and retain such documentation regarding all actions, activities and assessments required under the HIPAA Rules consistent with 45 C.F.R. §164.316(b).

5. **Training.** Business Associate agrees that it will implement a security awareness and training program in accordance with 45 C.F.R. § 164.308(a)(5).

6. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

7. **Reporting of Disclosures of PHI.** Business Associate shall report to Covered Entity as soon as reasonably practicable following its discovery of any Security Incident, Security Breach or use or disclosure of PHI in violation of this Agreement of which it becomes aware, but in no case more than three (3) days after such discovery. Business Associate shall take prompt corrective action to cure any deficiencies and will take any action pertaining to such Security Breach/Incident required by applicable federal and state laws and regulations. Business Associate shall set forth any available information that the Covered Entity is required to include in notification to an individual under 45 C.F.R. §164.404(c). To the extent Business Associate coordinates and assists Covered Entity in providing notice of the Security Breach/Incident to Individuals, the media or the United States Secretary of Health and Human Services (the "Secretary"), Business Associate agrees to do so in accordance with 45 C.F.R. §164.404, 45 C.F.R. §164.406 and 45 C.F.R. §164.408, as applicable.

Notwithstanding the foregoing, the parties acknowledge and agree that this Section 7 constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required.

“Unsuccessful Security Incidents” means, without limitation, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Protected Health Information.

8. **Agreements with Third Parties.** Business Associate agrees to ensure that any agent, including a subcontractor, which creates, receives, maintains, or transmits PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information by entering into a contract or other arrangement that complies with 45 C.F.R. §164.314. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides EPHI agrees to implement reasonable and appropriate safeguards to protect the EPHI. Business Associate shall disclose to such subcontractors or agents only the minimum PHI necessary (as defined under the HIPAA Rules) to perform or fulfill a specific function required or permitted under this Agreement.

9. **Access to Information.** Business Associate agrees to provide access, at the request of Covered Entity, to PHI in a Designated Record Set to an individual or Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524.

10. **Amendments/Availability of PHI for Amendment.** Business Associate agrees to make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to in accordance with the requirements of 45 C.F.R. §164.526, or to make PHI available to Covered Entity as it may require to fulfill Covered Entity’s obligations to amend PHI pursuant to HIPAA, or to take other measures as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. §164.526.

11. **Accounting of Disclosures.** Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 C.F.R. §164.528. Business Associate agrees to respond to requests from Covered Entity or an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528.

12. **Restrictions.** Business Associate agrees to respond to requests by an Individual for restrictions on the use and disclosure of PHI in accordance with 45 C.F.R. §164.522 (or implement a restriction agreed to by Covered Entity), including requests for confidential communications, and to notify Covered Entity immediately regarding any restrictions to which Business Associate agrees.

13. **Compliance.** For purposes of the Secretary determining Covered Entity’s and Business Associate’s compliance with the HIPAA Rules and HIPAA, Business Associate agrees to make internal practices, books, and records, including PHI and policies and procedures relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to Covered Entity, or to the Secretary, in a reasonable time and manner or as designated by the Secretary.

14. **Return of PHI Upon Termination.** Upon termination of this Agreement for any reason, Business Associate, with respect to protected health information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

a. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

b. Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to EPHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

c. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 2, paragraph 3, which applied prior to termination;

15. **Performance of Covered Entity's Obligations.** To the extent the Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Covered Entity agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

16. **Termination.** Covered Entity shall (i) provide Business Associate with thirty (30) days written notice of the existence of an alleged material breach; and (ii) afford Business Associate an opportunity to cure said alleged material breach to Covered Entity's satisfaction within the stated time period. Failure to cure the alleged breach to Covered Entity's satisfaction within such time periods is grounds for immediate termination of the Agreement; provided, however, that in the event that Covered Entity determines that termination of the Agreement is not feasible, Business Associate hereby acknowledges that Covered Entity shall have the right to report the breach to the Secretary, notwithstanding any other provision of the Agreement to the contrary. To the extent that Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, Business Associate will take reasonable steps to assist Covered Entity in curing the breach or ending the violation, and if such steps are unsuccessful, Business Associate may terminate this Agreement, if feasible. If termination is not feasible, Business Associate may report the problem to the Secretary.

17. **No Third Party Beneficiaries.** Nothing in the Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever. Notwithstanding the foregoing, Business Associate agrees to permit assignment of any claim against Business Associate by Covered Entity to Covered Entity's insurance carrier or other assignee.

18. **Covered Entity's Obligations.** Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's Notice of Privacy Practices in accordance with 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure use of PHI.

19. **Miscellaneous.**

a. **Regulatory References.** A reference in the Agreement to a section in the HIPAA Rules means the section as in effect or as amended from time to time.

b. **Amendment.** The parties hereto agree to take such action to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law. No amendment or modification of any provision of this Agreement shall be binding unless in writing and signed by the parties hereto.

c. Survival. The respective rights and obligations of Business Associate under Section 14 of this Agreement shall survive the termination of this Agreement.

d. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

e. Notices. Any notice or document required or permitted to be given under this Agreement shall be deemed to be given on the date one day after such notice is (i) deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or (ii) deposited with a commercial overnight delivery service with delivery fees paid.

f. Governing Law. This Agreement shall be governed by the internal laws of the state of New Jersey.

g. Signatures. This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original. An original signature transmitted by facsimile shall be deemed to be original for purposes of this Agreement.

h. Titles and Captions. All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

i. Attorney's Fees. If either party shall breach this Agreement, the non-breaching party shall be entitled to recover, in addition to other damages, reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on and effective as of the date first written above.

COVERED ENTITY
City of Zeeland

BUSINESS ASSOCIATE
Retiree First LLC

By: _____

By: _____

Name: _____
Title: _____

Name: David Zawrotny
Title: Chief Service Officer



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

CITY COUNCIL MEMORANDUM

TO: Mayor Klynstra and City Councilmembers
FROM: Kristi DeVerney
SUBJECT: Local Officers Compensation Commission
DATE: October 30, 2025
CC: November 3rd Council Agenda

The Local Officers Compensation Commission meets every two years (odd years) to review the salaries of Elected Officials as required by City Ordinance. On October 17, 2025 the Commission completed its recommendation/report and filed it with the City Clerk (see attached minutes of the meeting which outlines the findings). Per City Ordinance, City Council has 30 days to reject the filing made to the City Clerk, otherwise the filing becomes effective. If the Council were to reject the findings, then the existing salaries shall prevail. While the City Ordinance does not require City Council to accept the findings; but rather, if desired, to reject them, past practice has been for City Council to consider accepting the findings at the City Council meeting. Thus, we will have the findings on your November 3rd Council Agenda.

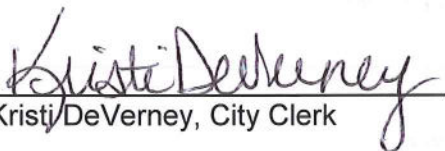
As you will read the findings, the Elections Commission essentially recommended no changes from their 2023 finding, except that they did confirm their 2023 finding that the annual salaries of the Mayor, May Pro-Tem and City Council shall receive the same annual COLA increase as city employees. A summary of payments recommended for the Mayor and City Council are as follows:

<u>FY 25/26 (current)</u>	<u>Salary*</u>	<u>Meeting</u>	<u>Per Diem</u>
Mayor	\$4,370.90	\$50	\$55 ½ day/\$110 full day –no annual max
Mayor Pro-Tem	\$2,185.54	\$50	\$45 ½ day/\$90 full day –annual max \$720
City Council	\$1,912.28	\$50	\$45 ½ day/\$90 full day –annual max \$720

FEEL THE ZEEL



*FY 26/27 and FY 27/28 salaries would be adjusted by city employee wage COLA. All other amounts will remain unchanged.


Kristi DeVerney, City Clerk

MEMORANDUM OF MEETING

Local Officers Compensation Commission
Friday, October 17, 2025
12:00 P.M
Red room

PRESENT: Commissioners - John Query, Mary Bouwens, Kevin Streeter, Thomas Parker

ABSENT: Commissioners - Dan Klompmaker

Staff present: Kristi DeVerney, Chief Interim Deputy Clerk

The Zeeland City Code requires that the Local Officers Compensation Commission meet every odd-year to determine the compensation of elected officials which are the positions of Mayor and Council Members.

Commissioner John Query continued as the Chairperson from the previous meeting on September 25, 2025.

Chief Interim Deputy Clerk DeVerney suggested that the first order of business should be to approve the previous meeting minutes for the September 28, 2023 minutes.

It was moved by Commissioner Streeter and supported by Commissioner Bouwens to approve the minutes of the September 28, 2023 meeting. The motion carried. All voting aye.

The next item of business is to approve the previous meeting minutes from the September 25, 2025 minutes.

It was moved by Commissioner Parker and supported by Commissioner Streeter to approve the minutes of the September 25, 2025 meeting. The motion carried. All voting aye.

Chairperson Query opened the meeting to discussion.

The Commission discussed Mayor Klynstra's per diem. His per diem total amount is currently at \$110/day and \$55/half days with a maximum amount of \$3000/year. It was suggested at the September 28, 2023 meeting to remove the cap of \$3000 and set no limitations. The Commission feels the per diems for the Mayor ProTem and Council members are adequate, so no changes are needed for 2025.

It was moved by Commissioner Streeter and supported by Commissioner Bouwens to keep the set maximum on the Mayor's yearly per diem amount and leave his annual salary amount the same. Motion carried. All voting aye.

The Commission also discussed wages for the year for the Mayor and Council members. In 2023, the Commission recommended the Mayor, Mayor ProTem and Councilmembers receive the same COLA that City employees receive. The Commission chose to continue recommending the Mayor and Council members receive the same COLA for the next two (2) years.

It was moved by Commissioner Query and supported by Commissioner Parker that the Mayor, Mayor ProTem and Council members annual increases in pay be in conjunction with the City

Employees COLA increases each year and that the per meeting pay remain at \$50.00. Motion carried. All voting aye.

The City Code provides that changes in compensation are to be effective 30 days following the Local Officers Compensation Commission's filing with the City Clerk unless rejected by the City Council. In the case of rejection, the existing salaries and per diem would prevail.

Being no further items to discuss, the Commission adjourned at 12:08 p.m. until its 2027 session.

Kristi DeVerney
Chief Interim Deputy Clerk



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CITY COUNCIL MEMORANDUM

TO: Mayor Klynstra and City Councilmembers

FROM: Tim Klunder, City Manager

SUBJECT: City Council Rules of Procedure – Proposed Amendments

DATE: October 30, 2025

CC: November 3rd City Council Work/Study Session

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. Attached please find the City Council Rules of Procedure along with some notes for possible changes 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.

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 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.

Is this necessary? Can we use 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.

B. 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 with the following general order of business:

Or City Manager Designee

- 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 via email or link to the city's website.

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: IFT Committee, Human Resources Committee, and ~~Clean Water 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.



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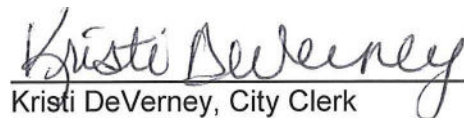
CITY COUNCIL MEMORANDUM

TO: Mayor Klynstra and City Councilmembers
FROM: Kristi DeVerney
SUBJECT: Reappointment to Board of Public Works
DATE: October 31, 2025
CC: Council Agenda November 3, 2025

BACKGROUND: The term of Mark Cooney on the Board of Public Works expired on June 30, 2025. He is seeking reappointment for a 5-year term.

RECOMMENDED MOTION:

1. 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.


Kristi DeVerney, City Clerk