

NOTICE
Time Change

The City Council Work Study Session
on Monday, January 20, 2026
has been rescheduled
to
5:30 p.m.

Council Chambers – City Hall
21 South Elm
Zeeland, Michigan



CITY OF ZEELAND
City Council Work-Study Session
Agenda
City Hall – Council Chambers, 2nd Floor, 21 South Elm
January 20, 2026, 5:30 p.m.

DISCUSSION ITEMS:

1. Board of Public Works Utilities Manager Contract – Robert Mulder
2. El Rancho, Inc. 8 Liquor License Application
3. Snowmelt Special Assessment Report
4. Lincoln Cemetery String Trimming Bid Award
5. Ottawa County Election Publishing Agreement and Ottawa County Early Voting Printing/Mailing Agreement - Voter Information Cards
6. 2026 Poverty Guidelines
7. Closed Session – pending litigation and attorney/client privilege memo

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
January 20, 2026, 7:00 p.m.

CALL TO ORDER:

Invocation – Council Member Lam
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. – El Rancho, Inc. 8, LLC Liquor License Application

ACTION ITEMS:

1. Support El Rancho, Inc. 8 to receive a Class C, a DDA Redevelopment License and a SDM Liquor License and Approve Operations Contract
2. El Rancho - Michigan Liquor Control Commission (MLCC) Approval
3. Board of Public Works Utilities Manager Contract – Robert Mulder
4. Ottawa County Election Publishing Agreement
5. Ottawa County Early Voting Printing/Mailing Agreement – Voter Information Cards
6. 2026 Poverty Guidelines
7. Lincoln Cemetery String Trimming Bid Award

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 City Council Work Study and Regular meeting of January 5, 2026,
2. Receive for information draft minutes of the January 8, 2026, Shopping Area Redevelopment Board meeting.
3. Receive for information draft minutes of the January 13, 2026, Board of Public Works meeting,
4. Ratify BPW Action #25.072 - Approve Kennedy Industries for spare pump rebuild.
5. Ratify BPW Action #25.073 - Approve Three (3) 2026 Ford F150s
6. Ratify BPW Action #25.074 - Approve Yellow Line Creative LLC Budget Amendment.
7. Ratify BPW Action #25.075 - Approve Lead 24/7 Leadership Development Training for Brian Coots.
8. Ratify BPW Action #25.076 - Approve Leadership Coaching Proposal from Discover Coaching Services, LLC.

Council Meeting
Common Council
January 5, 2026

The regular meeting of the Common Council was held at 21 S. Elm Street, Zeeland, MI 49464 on Monday, January 5, 2026. Mayor Rick VanDorp called the meeting to order at 7:02 P.M.

PRESENT: Councilmembers - Mayor VanDorp, Mayor Pro-Tern Gruppen, Timmer, Lam, Bult, Langeland, Perkins

ABSENT: None

Staff Present: City Attorney Donkersloot, City Manager Tim Klunder, Asst City Manager/Finance Director Kevin Plockmeyer, Police Chief Jungel, Community Development Director Tim Maday and City Clerk Kristi DeVerney

The Invocation was offered by Mayor Rick VanDorp.

The Pledge Allegiance to the Flag

Consent Agenda

1. Approve minutes of the City Council Work Study and Regular meeting of December 15, 2025,
2. Receive for information draft minutes of December 9, 2025, 2025, Board of Public Works meeting,
3. Receive for information draft minutes of the December 10, 2025, Cemetery/Parks Commission meeting.

Motion was made by Councilmember Langeland and Supported by Councilmember Timmer to approve the Consent Agenda.

Ayes: Mayor Pro-Tern Gruppen, Langeland, Timmer, Bult, Lam, Perkins, Mayor VanDorp
No Vote: None
Absent: None

Communications

None

City Managers Report

City Manager Klunder reported:

Fire/Rescue Chief Search Committee – Our Fire/Rescue Chief Search Committee met this morning to review applications for our open Fire/Rescue

Chief position. The committee's desire is to interview candidates in the next couple of weeks.

Liquor License Application – We have received the application from El Rancho for a liquor license. Our team is in the process of reviewing the license. We are anticipating a public hearing on the license for Tuesday, January 20, 2026 due to the City of Zeeland observing Martin Luther King Jr Day on Monday, January 19.

Goal Setting – City Council's annual goal setting retreat will occur on Monday, January 26 and Tuesday, January 27. These sessions will be held in the City Council Chambers and will start at 5:30 p.m.

Fiscal Year 26/27 Budget – With the beginning of a new calendar year, the Department budget reviews, with our administrative leadership team, will occur the week of February 9. Budget review sessions, with City Council, will take place on Monday, March 30, Tuesday, March 31, and, if necessary, Wednesday, April 1.

Planning Commission – Due to the New Year's Day holiday, the Planning Commission will hold their regular monthly meeting, for January, on January 8 at 5:45 p.m.

Police Department Oaths of Office

Police Chief Jungel noted that the City has hired a couple of part-time police officers, Koichi Magee (former full-time Police Officer for the City of Zeeland) and Mark DeLeeuw (former Holland Police Officer). Both officers missed being a part of the police force. We are pleased to welcome their valuable skillset to our department. City Clerk Kristi DeVerney administered the Oaths of Office to both Officers.

Action Items

26.001 Rich Street Lift Station Pump Purchase

Motion by Mayor Pro-Tem Gruppen and Supported by Councilmember Lam to request City Council waive the requirement to obtain a minimum of three quotes and authorize the purchase of one 7.5 HP Flygt pump from Kennedy Industries, as outlined in the supporting documentation, in the amount of \$20,818.00. Funding for this purchase will be provided from the Transmission Equipment Maintenance line item.

Ayes: Langeland, Timmer, Bult, Lam, Perkins, Mayor Pro-Tem Gruppen, Mayor VanDorp

No Vote: None
Absent: None

26.002 Lawrence Park Preliminary Design Contract Award

Motion by Councilmember Timmer and Supported by Mayor Pro-Tem Gruppen to approve awarding a professional services contract to MCSA Group, Inc. in the amount of \$9,440 for Lawrence Park Playground Design Development.

Ayes: Timmer, Bult, Lam, Perkins, Mayor Pro-Tem Gruppen, Langeland, Mayor VanDorp
No Vote: None
Absent: None

26.003 Architectural Services Contract

Motion by Councilmember Lam and Supported by Councilmember Timmer to Approve awarding a professional services contract to Tower Pinkster in the amount of \$24,000 for implementation planning services related to the Facilities Condition Audit and Space Use Analysis.

Ayes: Bult, Lam, Perkins, Mayor Pro-Tem Gruppen, Langeland, Timmer, Mayor VanDorp
No Vote: None
Absent: None

26.004 FY 25/26 Budget Amendment – Facilities Implementation Planning

Motion by Langeland and Supported by Mayor Pro-Tem Gruppen to approve a budget amendment in the City Building Fund establishing a total project budget of \$30,000 for facilities implementation planning.

Ayes: Lam, Perkins, Mayor Pro-Tem Gruppen, Langeland, Timmer, Bult, Mayor VanDorp
No Vote: None
Absent: None

26.005 Snowmelt Special Assessment Resolution #1

Motion by Councilmember Perkins and Supported by Councilmember Bult to approve Snowmelt Special Assessment District, 2026-1-SM, Resolution No. 1 which authorizes the City Manager to prepare a report to establish a snowmelt special assessment district.

Ayes: Perkins, Mayor Pro-Tem Gruppen, Langeland, Timmer, Bult, Lam,
Mayor VanDorp
No Vote: None
Absent: None

**26.006 Police Officers Labor Council collective Bargaining Agreement
Amendment**

Motion by Councilmember Bult and Supported by Councilmember Timmer to approve the attached Letter of Agreement with the Police Officer Labor Council on behalf of the City of Zeeland removing part-time Officers from Union representation.

Ayes: Mayor Pro-Tem Gruppen, Langeland, Timmer, Bult, Lam, Perkins,
Mayor VanDorp
No Vote: None
Absent: None

26.007 Planning Commission Appointment – C J Otteman

Motion by Mayor Pro-Tem Gruppen and Supported by Councilmember Lam to approve the appointment of C J Otteman to the Planning Commission with a term expiring January 1, 2029.

Ayes: Langeland, Timmer, Bult, Lam, Perkins, Mayor Pro-Tem Gruppen,
Mayor VanDorp
No Vote: None
Absent: None

Motion was made by Councilmember Langeland and supported by Councilmember Timmer to enter into Closed Session at 7:36 P.M. for purposes of reviewing pending litigation, and to review of a City Attorney's opinion. Motion carried by all voting aye.

City Council reconvened from Closed Session at 8:24 p.m.

There being no further business, motion was made by Councilmember Timmer and seconded by Councilmember Langeland to adjourn the meeting at 8:24 p.m. Motion carried. All voting aye.

Mayor Richard Van Dorp III

Kristi DeVerney City Clerk

MEMORANDUM OF-STUDY SESSION
Zeeland City Hall Council Chambers
Monday, January 5, 2026
5:30 P.M.

PRESENT: Councilmembers - Mayor VanDorp, Mayor Pro-Tern Gruppen, Lam, Timmer, Perkins, Langeland and Bult (arrived at 5:45 p.m.)

ABSENT: None

Staff Present: City Attorney Donkersloot, City Manager Tim Klunder, Asst City Manager/Finance Director Kevin Plockmeyer, City Clean Water Plant Superintendent Engelsman and City Clerk Kristi DeVerney

Mayor VanDorp called the Study Session to order at 5:30 P.M.

Rich Street Lift Station Pump Purchase

CWP Director Doug Engelsman reported that the Zeeland Clean Water Plant (CWP) utilizes two 7.5 hp Flygt pumps at the Rich Street Lift Station. One pump operates as the primary unit to maintain wet well levels, while the second serves as a redundant backup in the event of pump failure. After more than 15 years of continuous service, these pumps are approaching the end of their optimal lifecycle for this application, increasing the risk of mechanical or electrical failure.

The CWP has consistently followed this strategic asset management approach, particularly as suppliers no longer maintain inventory levels they once did. The proposed replacement pump currently carries an estimated 16-week delivery time. Once the Rich Street Lift Station pump replacement is completed, CWP staff anticipates the transmission system will be well positioned for reliable operation for several years.

Under normal City policy, CWP staff obtains a minimum of three quotes for equipment purchases. However, all seven lift stations within the city utilize Flygt pumps, which are widely recognized for their reliability and performance in wastewater applications. Given the critical nature of these pumps and the operational benefits of maintaining consistency in parts, service, and maintenance across the City's transmission system, CWP staff is requesting a waiver of the three-quote requirement for this purchase.

Financial Sustainability Follow-Up and Bonding Discussion

AFD Plockmeyer provided additional context following the Financial Sustainability Study and presentation. The intent is to provide information and consideration for Council as you prepare for the upcoming goal-setting process. Goal setting is an important moment to reflect on long-term fiscal strategy, opportunities, and risks.

The current position of the study reaffirms Zeeland's low debt, healthy fund balances, high-quality services, and disciplined financial management. It also highlights that elevated revenues expected over the next 10 to 15 years from Mead Johnson and JR Automation should be treated as one-time resources.

This approach avoids creating ongoing operational commitments that may be difficult to sustain once the Zeeland Generating Station's taxable value declines.

As Council prepares for goal setting, the study encourages consideration of long-term capital projects that improve community assets without significantly increasing ongoing operating costs. Categories that may warrant discussion include facility upgrades that extend useful life, enhancements to parks and open spaces, energy efficiency improvements, pathway and mobility investments, and long-term street reconstruction and maintenance.

Park improvements have been made through the completion of the pickleball courts at Huizenga Park and the redevelopment of Hoogland Park which was identified as advanced priorities in the City's Parks and Recreation Master Plan. Because the City does not have a dedicated funding source for ongoing park improvements, it requires these investments to be evaluated alongside other General Fund capital priorities. To assist in determining future park investments, staff is seeking Council authorization at Monday night's meeting to award a contract for preliminary architectural services at Lawrence Park. This work will provide concept level designs and cost information that can be used, together with the Financial Sustainability Study, to better assess timing, scale, and funding strategies for future park improvements.

Another significant and ongoing capital priority for the City is the street and bike path improvements. Again, Zeeland does not have a dedicated funding source such as a dedicated street millage, however, the City has historically invested between \$1.5 million and \$2 million dollars annually in street reconstruction, resurfacing, and non-motorized pathway improvements. The City is nearing completion of many of its major street reconstruction projects; however, several high-cost projects remain, including the future reconstruction of Washington Avenue. As Council considers long term financial sustainability and goal setting, the capital required for street and bike path improvements must be evaluated alongside other competing priorities, including facilities, parks, and other capital improvements, to ensure that investment decisions remain aligned with available resources and long-term fiscal capacity.

The City has also evaluated the need for a grade separated non-motorized crossing of Business Loop I-196 near Maple Street and 92nd Avenue through a multi-jurisdictional study led by the Macatawa Area Coordinating Council. That study identifies an elevated pedestrian and bicycle crossing at this location as feasible, with planning level cost estimates ranging from approximately \$7.3 million to \$11.6 million dollars depending on final design, trail connections, and site conditions. Because of the scale and complexity of the project, the City's posture in recent years has been to pursue the improvement only if significant grant funding can be secured, recognizing that successful implementation would require coordination and cost sharing among the City of Zeeland, Zeeland Township, MDOT, and other regional partners. To support this approach, the City has set aside \$1 million dollars to serve as a potential local match should a competitive grant opportunity arise. As Council considers long term priorities and goal setting, key questions remain whether this crossing continues to be a priority project for the community, whether the current wait for a grant strategy remains appropriate, or whether Council wishes to direct staff to pursue a more active approach that would require a greater upfront commitment of local resources.

The Financial Sustainability Study and the Downtown Zeeland Parking Study performed in 2023 provide useful context for understanding the City's current parking assets, anticipated needs, and long-term capital implications. Together, these documents suggest that while downtown parking supply is generally adequate today, targeted capital investments and careful long-range planning will be important to avoid

overbuilding infrastructure that may not be financially sustainable.

The City recently reinvested in its existing parking assets through the repaving of the South Municipal Lot. Looking ahead, staff anticipate that the North Municipal Lot will likely require similar reinvestment within the next couple of years to maintain service levels and avoid more costly reconstruction in the future.

Constructing a downtown parking deck is occasionally raised in the context of long-term downtown growth. The Parking Study does not identify a current need for structured parking and indicates that existing surface parking, combined with improved management and utilization strategies, can accommodate anticipated near-term demand. The Financial Sustainability Study similarly cautions against large capital projects that introduce significant long term operating costs unless clearly justified by need and supported by sustainable funding sources. Parking decks typically involve substantial upfront construction costs as well as ongoing expenses for maintenance, lighting, snow removal, structural inspections, and eventual rehabilitation, which can place pressure on future operating budgets.

The studies suggest that a prudent approach at this time is to continue reinvesting in existing surface lots, monitor downtown development and parking utilization trends, and revisit the concept of structured parking only if future conditions demonstrate a clear and sustained deficiency that cannot be addressed through surface lot expansion, shared use agreements, or parking management strategies. This approach allows the City to preserve flexibility, align capital investments with demonstrated need, and remain consistent with the broader goal of long-term financial sustainability.

Last year, the City completed a comprehensive Space Utilization Study to evaluate how existing municipal facilities are being used and to identify improvements needed to support current and future service delivery. The study identifies a series of renovation, reconfiguration, and targeted addition projects across multiple facilities, with preliminary capital cost estimates totaling approximately \$24 million dollars when fully built out. While these figures represent planning level estimates rather than approved projects, they provide important context as Council considers long term capital priorities. The findings align with the Financial Sustainability Study's guidance to focus on reinvesting in existing assets through largely one-time capital improvements that extend facility life, improve efficiency, and address operational constraints, while carefully managing the timing and financing of these investments to avoid adding unsustainable ongoing operating costs.

Earlier in 2025, staff brought forward for Council's consideration the release of an RFP to evaluate the feasibility of a potential recreation center. Council identified the completion of this RFP as one of its goals for 2025, and staff requested Council's affirmation of this goal during the summer of 2025. Now, following the presentation of the Financial Sustainability Study, staff believes it is important to reengage Council in this conversation to ensure that any feasibility study is approached with the most current long-term fiscal information in mind. The study's findings provide updated context regarding operating cost pressures, projected revenue patterns, and the need for careful evaluation of initiatives that may carry substantial ongoing financial commitments.

As Council prepares for goal setting, it may be helpful to revisit how the planned 2025 recreation center feasibility RFP aligns with the findings of the Financial Sustainability Study. The study offers important context that can inform expectations for the feasibility review, including long-term operating cost considerations, fiscal sustainability, and the appropriate timing of new initiatives relative to expected

changes in the City's revenue environment. A recreation facility could advance community priorities and improve quality of life, but it typically brings substantial ongoing operating costs such as staffing, utilities, maintenance, programming, and long-term replacement needs. The study advises caution in expanding recurring operational expenses during this temporary period of elevated revenue.

The study identifies several areas where operating costs are rising significantly and are expected to continue increasing over time. Fire and Rescue operations have experienced substantial cost growth due to higher call volumes, staffing needs, and increased equipment and capital demands. Cemetery maintenance has also seen notable cost escalation associated with expansion of the cemetery and changes in available labor resources after the cancellation of the inmate SWAP program. Street maintenance represents another major pressure point, with construction-related inflation and higher material costs placing additional strain on General Fund transfers. As Council enters goal setting, these cost pressures, spanning public safety, facility and grounds maintenance, and core infrastructure, underscore the importance of continued evaluation, prioritization, and alignment of any new initiatives with the City's long-term financial sustainability goals.

In addition to the general guidance already provided, the consultant offered a detailed set of questions to support Council's thinking about when bonding may be appropriate and when cash financing may be preferable. These considerations may be useful during goal setting as Council reflects on long-term capital priorities and the timing of major investments.

Key factors highlighted by the consultant include

- Whether the City has sufficient cash reserves to finance a project directly, or whether saving for several years is feasible without negatively affecting operations.
- The cost of delaying investment, including the impact of inflation and the possibility that postponement could shift a project from repair or improvement to full asset replacement.
- The opportunity cost of dedicating cash to a single project, such as foregone operational improvements, unmet non-capital needs, or loss of opportunities to match outside grant funding.
- How project costs might be allocated between governmental and utility funds, which could improve feasibility and reduce pressure on the General Fund.
- The expected useful life of the asset. Shorter-life assets (fewer than ten years) generally favor cash financing, whereas longer horizons make debt more appropriate.
- Community interest and the potential for voter approval of either a temporary capital levy or a debt levy.
- Whether annual debt service could be supported through existing revenues without increases in taxes or reductions in services, with financial modeling used to assess feasibility.
- Dedicated funding sources (i.e. TIF Financing) could be used to offset debt payments.
- Opportunities to strategically time the issuance of debt so that new payments coincide with the retirement of existing obligations, maintaining consistent expenditure levels.
- Unique financial circumstances that could make bonding more advantageous. In Zeeland's case, the projected 10 to 15 years of unusually high tax collections from ZGS and Mead Johnson may support shorter-term bonding strategies paid entirely within this temporary revenue window

These considerations, drawn from the consultant's correspondence, provide a framework for evaluating when debt or cash financing may best align with the City's long-term fiscal position and capital priorities.

The consultant's bonding guidance outlines questions that may be helpful during goal setting,

including the useful life of proposed projects, cost of delaying improvements, opportunities for cash funding, and whether the temporary revenue environment presents windows for strategically timed borrowing.

To support meaningful direction setting, Council may find it helpful to consider the following questions as part of the goal-setting process:

- Capital investment priorities for the next several years and which categories should be explored in more detail
- Recreation center feasibility and how this fits within the overall findings of the financial sustainability study.
- Preferences regarding bonding, cash financing, or blended approaches tied to long-term fiscal sustainability.
- Operational cost pressures and evaluation, prioritization and alignment of initiatives with long-term financial sustainability goals.

Following goal setting, staff will incorporate Council's priorities into the 2026 Strategic Action plan and prepare for long-term strategy development. We look forward to engaging Council in these conversations both during goal setting and in the years ahead. We appreciate Council's thoughtful involvement in this study and the work you have done over many years to place the City in a strong, financially sustainable position. That foundation provides an excellent framework for the decisions and priorities that will guide Zeeland's future.

Lawrence Park Preliminary Design Contract Award

Assistant City Manager/Finance Director Kevin Plockmeyer shared that following discussion at the Cemetery and Parks most recent meeting, the Commission reviewed potential scope adjustments to reduce costs of upcoming capital park projects. However, the Commission indicated that ideally, they would like to maintain the project scope as envisioned in the 2022 Community Parks and Recreation Plan. The adopted Plan identifies the Vande Luyster Square Gazebo replacement and the Lawrence Park playground reconstruction as the next major park projects, and notes that these improvements were ideally intended to occur at roughly the same time.

Given the higher-than-expected gazebo cost estimate, the Commission discussed the condition of the Lawrence Park playground equipment, which is also in need of an upgrade. In order to make a more informed recommendation to City Council regarding the sequencing and prioritization of upcoming park projects, the Commission recommends proceeding with preliminary design development and cost estimates for the Lawrence Park playground.

Completion of preliminary design and updated cost estimates for Lawrence Park would allow the Commission to evaluate overall project scale, timing, and funding impacts before making a recommendation on the appropriate order of future park capital investments. This approach is consistent with the guidance outlined in the Financial Sustainability Study follow-up memo, which encourages the City to focus on one-time capital investments that reinvest in existing community assets while carefully evaluating scope, timing, and affordability relative to other General Fund capital priorities.

To assist with this effort, staff is recommending the use of MCSA Group, Inc., the City's Landscape Architect for park improvement projects. A proposal from MCSA Group in the amount of \$9,440 for Lawrence Park Playground Design Development has been received. This scope includes preliminary design options and an updated order of magnitude cost estimate, which would be presented to the Cemetery and Parks Commission for review and used to support future Council discussions regarding park capital improvements and long-term financial sustainability. Staff is seeking City Council approval of the agreement at tonight's meeting.

Architectural Service Contract Award and Budget Amendment

Kevin Plockmeyer shared that as part of the City's ongoing work to evaluate and plan for long term facility investments, Council previously authorized completion of a Facilities Condition Audit and Space Use Analysis to better understand the condition, functionality, and future needs of City owned buildings. That work identified a series of potential reinvestment projects across multiple facilities intended to extend useful life, improve efficiency, and address operational constraints.

The City is facing estimates of more than \$20 million in potential building improvement needs over time. The Financial Sustainability Report, the review of it earlier this evening, provided additional context for Council's consideration of future capital priorities during goal setting. The study and memo emphasizes the importance of focusing on largely one-time capital investments that reinvest in existing assets, while carefully evaluating timing, scope, and affordability in light of long-term fiscal conditions. The study specifically encourages thoughtful planning and prioritization of facility improvements prior to committing to major capital expenditures.

Staff issued a request for professional services to support prioritization, conceptual refinement, and capital planning for the facility improvements identified in the studies. Three proposals were received with fees ranging from \$24,000 to \$86,000. A proposal was received from Tower Pinkster, the firm that completed both the Facilities Condition Audit and Space Use Analysis.

Tower Pinkster's proposal builds directly on their prior work and provides continuity from assessment through implementation planning. Because the firm already has a detailed understanding of City facilities, operations, and identified needs, this approach avoids duplication of effort and allows the City to efficiently refine priorities, develop concept level scopes, and prepare cost informed implementation strategies. The proposed work is consistent with the guidance in the Financial Sustainability Study, as it focuses on planning and evaluation rather than committing to construction, and supports informed decision-making regarding timing and funding of future one-time capital investments. The proposal from Tower Pinkster is in the amount of \$24,000 and includes scope elements such as priority refinement, conceptual design and cost validation, and development of a coordinated capital improvement planning framework. This work will provide Council with clearer information regarding project sequencing, potential phasing, and alignment with the City's long term financial capacity before any future construction decisions are considered.

Funding for this work was not included in the adopted Fiscal Year 2026 budget. However, staff believes it is important to complete this implementation planning as Council begins to refine priorities for future facility improvements and capital investments. Consistent with the guidance outlined in the Financial Sustainability Study, this work will support informed decision making

before larger capital commitments are considered. Staff therefore recommends a budget amendment within the City Building Fund to support this effort. In addition to the proposed contract amount of \$24,000, staff recommend establishing a total project budget of \$30,000 to account for potential additional expenses or scope refinements that may be identified during the course of the project.

Snowmelt System Operation and Maintenance Special Assessment Resolution No. 1

Kevin Plockmeyer shared it has been two years since the City began specially assessing properties for the operation and maintenance of the downtown snowmelt system. As the initial assessment period comes to an end, it's time to renew the snowmelt special assessment to continue the established funding approach. The snowmelt system provides a direct and measurable benefit to properties within the downtown district by improving pedestrian safety, accessibility, and overall functionality during winter conditions, and staff continue to feel that sharing the cost to operate the system with those who receive that direct benefit is appropriate and equitable. This shared cost approach is consistent with the practice of neighboring communities that operate snowmelt systems in their downtown districts. At this stage, staff is seeking City Council affirmation that this remains the preferred funding model moving forward.

In 2023, City Council adopted a snowmelt operation and maintenance special assessment that was structured to recover both the annual cost to operate the system and to plan for long term maintenance and future replacement. The assessment was calculated on a per square foot basis and included two components. The first was a commodity or heating charge of \$.92 per square foot, intended to recover the cost of natural gas used to operate the system during an average winter. The second was a readiness to serve or capital charge of \$1.19 per square foot, intended to fund ongoing maintenance and future replacement of system components such as boilers, pumps, piping, valves, and controls.

When adopting the special assessment in 2023, City Council elected not to levy a special assessment for the capital portion of the costs. Instead, the City set aside approximately \$600,000 as an endowment with the intent of covering the capital charge for the first several years of the special assessment. As a result, the special assessment levied on benefiting properties was limited to the operation and maintenance portion of the costs, and property owners were charged \$.92 per square foot annually. The City at large covered a portion of the overall cost for exempt properties, public areas, and non-assessable parcels.

The action being requested at this stage is approval of Resolution No. 1. This resolution formally initiates the special assessment process and instructs the City Manager to prepare a report for City Council. That report includes the necessary plans, descriptions, and detailed cost estimates related to the operation, maintenance, and future replacement of the snowmelt system, an estimate of the life of the improvements, a description of the proposed assessment district, and recommendations regarding the portion of costs to be borne by the special assessment district and the portion, if any, to be borne by the City at large. Upon completion, the report is filed with the City Clerk for presentation to City Council.

Approval of Resolution No. 1 represents the first step in a multi-step statutory process. The adoption of a special assessment requires a total of five resolutions and two public hearings before the assessment may be finalized. Future resolutions will consider the report, establish the

assessment district, set a public hearing on the proposed assessment roll, and ultimately confirm the special assessment. It is staff's intention to complete this process in time for the special assessment to be placed on the summer tax bills, which would be consistent with past practice.

Police Officers Labor Council Collective Bargaining Agreement Amendment

The Police Officer Labor Council (POLC) and the City of Zeeland entered into a Collective Bargaining Agreement (CBA) effective July 1, 2025. This agreement established contractual guidelines for the Zeeland Police Department.

Article 1, Section 1 of the CBA states:

"The Employer recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time nonsupervisory officers and Sergeant(s) of the City of Zeeland; but excluding special officers, reserve officers, Lieutenant(s), Chief of Police, and all other employees of the City of Zeeland."

Following some confusion regarding the inclusion of "regular part-time nonsupervisory officers" the Union held a vote December 16, 2025, and approved removing part-time officers from from the CBA. The language, if approved by City Council, will read:

"ARTICLE 1, Section 1. Recognition. The Employer recognizes the Union as the exclusive bargaining representative for all full-time nonsupervisory officers and Sergeant(s) of the City of Zeeland; but excluding part-time officers, special officers, reserve officers, Lieutenant(s), Chief of Police, and all other employees of the City of Zeeland".

This LOA does not alter any other terms of the CBA, all of which will remain in full force and effect. Our City team does recommend that City Council consider approval of this letter of agreement at tonight's meeting.

Closed Session

Motion was made by Mayor Pro-Tem Gruppen and supported by Councilmember Timmer to enter into Closed Session at 6:23 P.M. for purposes of reviewing pending litigation and a review of a City Attorney's opinion. Motion carried by all voting aye.

City Council reconvened from Closed Session at 7:01 p.m.

There being no further items to discuss, Work study was adjourned at 7:01 P.M.

Kristi DeVerney, City Clerk

MEMORANDUM OF MEETING
Shopping Area Redevelopment Board (SARB)
Thursday, January 8, 2026 at 9:00 A.M.

PRESENT: Board members, Vos, Barnes, Bult, Dick, Gentry, VanKampen

ABSENT: VanHoven

Staff: Marketing Director deRoo, City Clerk DeVerney

Guest: none

The meeting was opened at 9:00 A.M. by Board Member Vos.

1. **APPROVE MEETING MINUTES**

A motion was made by Gentry and supported by Dick to approve the December 11, 2025 meeting minutes. All present voting aye, Motion Carried.

2. **INTRODUCTION**

deRoo introduced Zeeland's new City Council member, Andrew Bult, to the board. Andrew joins us from Hulst Jepsen Physical Therapy and will be the City Council representative on SARB.

3. **PARKING**

deRoo updated the board that the 4-hour timed limit parking (in the North and South parking lot) is going well. Apartment tenants' overnight parking signs are going up soon to hopefully eliminate any confusion on the snow parking schedule. deRoo shared an updated map of the North Municipal Parking Lot which shows parking areas that have been allocated for construction staging during the 123 E. Main / Koele Godfrey Investment Group project. Board members indicated that vehicles (especially business owners) continue to park illegally along the curb in the South Parking Lot which includes handicap accessible ramps. The City is continuing to work with North Street CRC to determine if updates to that agreement need to occur.

deRoo noted that a Downtown Parking Working Group will meet on Monday, January 12th to put together information for the group to review before their meeting with the parking consultant.

4. **DOWNTOWN PROJECTS**

Koele Godfrey project's fence (at 123 E Main) is going up with power and electricity already shut off. Demolition is expected to start the week of February 2-6. We are aware that this project will create parking lot disruptions in the North Municipal Parking Lot, but this will be short term.

Church Street construction has begun in the cemetery. Members suggested that they should notify the Post Office of the construction time frame as they will be affected.

5. **OTHER**

17 E Main (El Rancho) will have a salon in the northwest corner of the building.

deRoo proposed a scenario where 156 E Main, (corner of Main & Church) currently has a vacant main floor. The property owner has been hesitant to sign a lease with a retailer because they do not want to lose their office exemption that has been grandfathered to them via the First Floor Ordinance.

The intention of the First Floor Ordinance was:

- If the ground floor was used for retail or personal service at the time of ordinance adoption, and the tenant moves out, that space was intended to be saved for another retail or personal service tenant in the future.
- If it was office space, at the time the ordinance was adopted, and that tenant moves out, that space could remain office space in the future.

Members discussed that perhaps the ordinance is prohibiting property owners of office space from taking a chance on a retailer because they do not want to be penalized if that retail tenant does not stay. Members brainstormed that perhaps a provision could be included that if an office space transitions to retail/personal service but lasts less than two years, the space can revert to office. However, if the retail/personal service business is successful, then the use would be permanently changed. There were concerns about how this would be monitored.

Sunday alcohol license is ready to issue to Gritmaker after a glitch at the State. Tripel Root has also applied for a Sunday alcohol license.

Saturday, February 21st, is Plaiderday Chili Crawl.

A motion was made by Barnes and supported by Gentry to close the meeting at 9:50 A.M. All present voting aye, Motion Carried.

Kristi DeVerney, City Clerk

Regular Meeting
Board of Public Works
Water Warehouse
January 13, 2026

The regular meeting of the Board of Public Works Commission was held at the BPW Water Warehouse, 330 E. Washington, Tuesday, January 13, 2026. Chairperson Boerman called the meeting to order at 3:30 p.m.

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

ABSENT: Commissioners – None

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

Guest Present Eric VanDop, Brickley DeLong

Motion was made by Commissioner Cooney and seconded by Commissioner Query to approve the minutes of the December 9, 2025, Regular Meeting. Motion carried. All voting aye.

Public Comment

None.

Safety Minute

Don't be in a hurry.

25.070 Fiscal Year 2024-2025 Annual Compensation Financial Report

Eric VanDop (from Brickley DeLong) presented the audit findings for the fiscal year that ended June 30, 2025. The Zeeland BPW had another sound fiscal year. As such, the City/BPW received an unqualified opinion which is the best opinion an audit can receive.

Motion by Commissioner Query and seconded by Commissioner Cooney to accept the Fiscal Year 2024-2025 Annual Compensation Financial Report as presented. Motion carried. All voting aye.

25.071 Approve Cash Disbursements and Regular Monthly Transfers

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

Cash and Investments as of: November 30, 2025

	<u>Electric</u>	<u>Water</u>
Receiving	\$ 4,382,257	\$ 537,211
Accumulated Debt Service (in Receiving Fund)	-	-
Plant Improvements and Contingencies	13,038,319	13,826,817
Bond and Interest Payment Reserve*	-	-
Totals	<u>\$ 17,420,575</u>	<u>\$ 14,364,028</u>

* Reserve required per electric and water revenue bond ordinances.

Recommended Transfers for the Month:

November-25

	<u>Electric</u>	<u>Water</u>
Receiving	(639,945)	(65,000)
Accumulated Debt Service	-	-
Plant Improvements and Contingency	582,300	65,000
General Fund (per charter provision)	57,645	-

Motion carried. All voting aye.

Accounting, Finance & Customer Service Report

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

- Sprypoint Billing Software transition
- Budgets
- December meeting follow-up

Water Department Report

Water Operations Manager Postma updated the Board on activities, current operations status, and projects which include:

- Meter replacement program
- Galvanized Service Line Replacement Program
- Water Administration projects
- Other work projects

25.072 O&M Pumping Expense

Manager Postma is requesting approval for Kennedy Industries to rebuild a spare pump for Carlton Pump Station in the total amount of **\$23,495.00**.

During a routine inspection the Water Department staff found a leaking seal on pump 1 at Carlton Pump. Representatives from Kennedy made a recommendation to install the spare pump. After completing the installation, they performed an inspection of the pump and found several parts needing replacement. The department keeps a spare pump on hand for emergencies purposes. This helps limit down time in case of failure.

Motion by Commissioner Query and seconded by Commissioner Walters to approve Kennedy Industries for spare pump rebuild. Motion carried. All voting aye.

25.073 Purchase Three (3) 2026 Ford F150s

For FY2026, the Water and Electric T&D Departments Capital Improvement Plan include allocations of \$92,000 for the Water Dept and \$52,000 for Electric T&D vehicle acquisitions. Included is a budget amendment for the Water Department in the amount of \$6,500 and Electric T&D is seeking \$3,000. This is due to higher than anticipated vehicle cost.

If approved, Water Department staff intend to replace BPW #551 (2019 Ford F-150) and #553 (2020 Chevy Silverado 1500), which will be retired from service in accordance with BPW and City policies. Electric T&D Department staff intend to pass BPW #550 (2018 F150) down to Plant truck #1 which will replace BPW #545 (2015 Ford F150). Online blue-book estimates put the cash value of #551 at \$15,000 - \$18,000, 553 at \$17,000 - \$20,000, and #545 at \$14,000 - \$18,000 yielding a combined recovery value of \$46,000 - \$56,000. Vehicle delivery and market pricing are too uncertain to request a firm trade-in allowance at this time, but cash-purchase values will be requested when the new vehicles arrive.

The need to purchase and professionally install accessories such as vehicle safety warning lights and storage boxes will be required to outfit the vehicles for service. Vehicle accessories will be transferred from the vehicles being retired to the extent practical.

Motion by Commissioner Walters and seconded by Commissioner VanAst to approve a vehicle purchase contract totaling \$147,235.00 (\$47,240.00 each) for Water Dept and (\$52,755) for T&D be awarded to Barber Ford Inc. for the purchase of three (3) 2026 Ford F150s as quoted with the 5.0L V8 engine, and a multi-vehicle purchase discount. Staff recommend budget amendments in the amounts of \$6,500 for Water and \$3,000 for Electric T&D. Furthermore, staff recommend a total purchase budget of \$98,080 for Water and \$54,555 for Electric T&D. For the trucks being surplussed, staff recommend that trucks #545, #551 and #553 be submitted to a local auction with a reserve bid, in accordance with BPW and City policies. Delivery of the new vehicles is expected in spring of 2026.

Transmission and Distribution Operations Report

Manager Coots updated the Board on current activities including:

- New residential developments installation of electric power distribution infrastructure in Prairie Winds West, Eagle Meadows, and Trailside East
- North Parking Lot Upgrades
- Electrical infrastructure outlook
- Outage Statistics

Electric Power Supply & Market Operations Report

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

- Operations & Power supply – November 2025
- Renewable Energy Credits (RECS) – November 2025
- Integrated Resource Plan (IRP) Update & Stakeholder Engagement
- Unit #7 Voltage Regulator Replacement
- Riley Unit #5 Repair
- Washington Avenue Generation facility – Title V ROP renewal
- Washington Avenue Generation Facility – Gas Main Replacement
- BPW Office remodel & expansion project
- General Facilities work
- MPPA PY2026/27 Capacity Sale Transaction
- Long-Term Capacity Forecast & Position Report (20-Years)

25.074 Approve Yellow Lime Creative LLC Budget Amendment

The Zeeland Board of Public Works (BPW) entered into a one-year digital and print marketing services agreement with Yellow Lime Creative LLC for the period of June 1, 2025, through May 31, 2026, with a total contract amount not to exceed \$60,000. Under this agreement, Yellow Lime Creative serves as BPW's external marketing partner, providing ongoing strategy, design, content development, web support, public relations, and project management services. As outlined in the original proposal, the agreement allows for additional scope items to be addressed as operational needs arise, subject to BPW approval.

The proposed budget amendment reflects additional services that were outside the original scope of work but have been necessary to support evolving operational, customer communication, and technology initiatives.

The requested amendment will increase the total authorized spending with Yellow Lime Creative LLC by \$16,517.25. Funding for these services is available within existing departmental budgets.

Motion was made by Commissioner Query and seconded by Commissioner Walters to approve the proposed budget amendment in the amount of \$16,517.25 for professional marketing and communications services provided by Yellow Lime Creative LLC. Motion carried. All voting aye.

25.075 Approve Lead 24/7 Leadership Development Training – Brian Coots

BPW Manager Andy Boatright has discussed this opportunity with Brian Coots, and he has confirmed both his interest in and availability for the year-long program, which begins on March 24, 2026.

To date, three members of the BPW Leadership Team have either completed or are currently participating in LEAD 24/7 cohorts, and each has found this leadership development opportunity to be of tremendous value.

As outlined in the proposal (included under this tab), the LEAD 24/7 program offered by Leading by DESIGN is a comprehensive leadership journey that includes monthly cohort sessions, one-on-one coaching, 360 and DISC assessments, an overnight off-site retreat, and structured homework designed to drive practical application of leadership principles. The program aligns well with our strategic objective of developing strong internal leaders and building long-term organizational capacity.

The cost of the program is \$12,000 for the full year.

Motion was made by Commissioner Cooney and seconded by Commissioner Query to approve Lead 24/7 Leadership Development Training for Brian Coots. Motion carried. All voting aye.

25.076 Approve Leadership Coaching Proposal from Discover Coaching Services, LLC

Motion was made by Commissioner Query and seconded by Commissioner Cooney to approve Leadership Coaching Proposal from Discover Coaching Services, LLC. Motion carried. All voting aye.

25.077 Approve Utilities Manager Employment Agreement

BPW Chair Boerman asked Robert Mulder, General Manager candidate, to step out (of the room at 4:44 P.M.) while the members discussed his Employment Agreement. He was asked to return at 4:49 P.M. to hear that his Employment Agreement was approved.

Motion was made by Commissioner Walters and seconded by Commissioner Cooney to approve the Utilities Manager Employment Agreement for Robert Mulder and forward it to City Council for consideration at its regular meeting on January 20, 2026. Motion carried. All voting aye.

BPW Manager Boatright updated the Board on current activities including:

- Thank You Notes
- Upcoming Events

Motion was made and supported that the regular meeting adjourns at 4:52 p.m. Motion carried. All voting aye.

Kristi DeVerney, City Clerk



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

CITY COUNCIL MEMORANDUM

TO: Mayor Van Dorp and City Councilmembers
FROM: Tim Klunder, City Manager
SUBJECT: City Manager's Report
DATE: January 16, 2026
CC: January 20th Council Agenda

Fire/Rescue Chief Search – This past week our Search Committee interviewed three candidates for our open Fire/Rescue Chief position. We have one additional interview scheduled for next week. Following that interview, the committee will determine the next step which may include additional 2nd round interviews.

Council Goal Setting – Our departments continue to compile information to share with City Council about their department's accomplishments, challenges, opportunities, capital needs, etc. Our administrative team will share that information with City Council on January 26 following a review of our 2025 Strategic Action Plan Assessment at the beginning of that evening. On Tuesday, January 27, Council and the administrative team will then consider the strategic action steps for 2026.

Economic Outlook – On Tuesday of this week the Chamber held their annual economic outlook presentation by hosting Dr. Paul Isely from Grand Valley State University. While things were slow in 2025, there is slight optimism for 2026 (particularly the 2nd half) in our area. If you would like his full presentation slides, please let me know and I can forward them to you.

Representative Slagh – On Friday of this week Representative Slagh took some time to meet with some of our administrative team to hear about potential projects the city may soon have and the possibility/process of pursuing State funding support. While we have some projects in mind, the Council goal setting session will be a nice opportunity to identify which project(s) Council particularly desires to pursue. In addition to this discussion, we

FEEL THE ZEEL



also had the opportunity to share other updates that Representative Slagh may be able to help with at some point in time. We appreciate Representative Slagh's willingness to meet with us.

Personnel Committee – The committee set Wednesday, January 28 at noon as their next meeting date. The primary item on their agenda will be consideration of Employee Handbook amendments.

City Manager Schedule – I will be out of the office on Wednesday, January 21 attending the Michigan Municipal Executives Conference in Traverse City.

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. A reminder that we will be meeting on Tuesday, January 20 as city offices will be closed on Monday, January 19 in recognition of the Martin Luther King Jr. Holiday.

Timothy R. Klunder, City Manager

TO: Mayor Van Dorp and City Council

FROM: Linda Boerman, Board Chair

SUBJECT: Utilities Manager Employment Agreement Recommendation

DATE: January 16, 2026

With the current General Manager having announced his intent to retire in September 2026, the Board of Public Works has undertaken a deliberate succession planning and selection process to ensure continuity of leadership for the Zeeland Board of Public Works.

Following a competitive internal selection process that included highly qualified internal candidates, the Board of Commissioners has voted to offer the position of Utilities Manager to Robert Mulder, currently serving as BPW Power Supply and Market Operations Manager. This offer reflects the Board's confidence in Mr. Mulder's leadership, institutional knowledge, and demonstrated ability to manage complex utility operations.

Mr. Mulder brings a strong combination of technical expertise, utility operations experience, and organizational leadership, including the following highlights from his résumé (attached):

- Over seven years of leadership experience in electric utility power supply, generation, procurement, transmission, and delivery, along with more than twenty years of engineering and project management experience
- Currently responsible for managing BPW's power supply portfolio, serving more than 7,000 customers, with annual energy requirements of approximately 470,000 MWh, a system peak of 91 MW, and a \$30 million power supply budget
- Proven experience in strategic planning, capital project management, budget development, regulatory compliance, and risk management
- Active leadership and representation roles with the Michigan Municipal Electric Association (MMEA) and the Michigan Public Power Agency (MPPA)
- Bachelor of Science in Electrical Engineering, earned Summa Cum Laude, with continued professional development in leadership and coaching.

Pursuant to the City of Zeeland Charter, the Board is authorized, subject to City Council approval, to appoint a Utilities Manager and establish the terms and conditions of employment. To facilitate an orderly transition, the proposed Employment Agreement (attached) provides for Mr. Mulder to serve initially as Utilities Manager Designee, followed by appointment as Utilities Manager upon the retirement of the current General Manager.

Key terms of the agreement include:

- Utilities Manager Designee Period: Annual base salary of \$172,000, with eligibility for standard non-union wage adjustments.
- Upon Appointment as Utilities Manager on or about September 18, 2026: Annual base salary of \$203,000, subject to annual performance review and adjustment consistent with other BPW non-union employees.

- Participation in all benefits provided under the City of Zeeland Employee Handbook, including health, dental, life, disability, retirement, and leave benefits.
- \$500 per month automobile allowance upon appointment as Utilities Manager.
- Payment of professional dues, subscriptions, travel, training, and continuing education expenses necessary for effective performance of duties and professional growth.
- Five (5) weeks of vacation beginning March 19, 2027, increasing to six (6) weeks effective March 19, 2032.
- Residence within 20 miles of the nearest Zeeland city boundary as a condition of employment.
- Annual reappointment by City Council each May is required.
- Severance provisions provide nine (9) months of base salary and continuation of certain benefits in the event of termination without cause or non-reappointment, as detailed in the agreement.

The proposed agreement is consistent with prior BPW executive employment structures, reflects market-competitive compensation, and is intended to support leadership continuity and organizational stability during this planned transition period. City Attorney Donkersloot has reviewed and approved the proposed agreement for execution. During their regular meeting held on January 13, 2026, the Board of Commissioners voted unanimously to forward the Utilities Manager Employment Agreement to City Council for consideration.

RECOMMENDATION

The Zeeland BPW Board of Commissioners respectfully request City Council approval of the Utilities Manager Employment Agreement for Robert Mulder.

Attachments: Robert Mulder Resume
Proposed Utilities Manager Employment Agreement

ROBERT W. MULDER

Zeeland, MI | (616) 836-5484 | robertwmulder@gmail.com | [linkedin.com/in/robert-w-mulder/](https://www.linkedin.com/in/robert-w-mulder/)

UTILITY PROFESSIONAL & LEADER | DESIGN ENGINEER & PROJECT MANAGER | TEAM BUILDER

PROFESSIONAL SUMMARY

Accomplished electric utility leader with over 7 years' experience in the generation, procurement, transmission and delivery of electric capacity and energy to retail customers, and over 20 years of engineering and project management experience. Extensive experience in developing and managing budgets, identifying strategic capital improvements, managing large multi-disciplinary projects, regulatory compliance, evaluating and managing contracts, power supply portfolio planning and risk management. Committed to maintaining a culture of safety, teamwork, service, integrity and continuous improvement across the organization.

KEY SKILLS

- Leadership, Coaching & Mentoring
 - Strategic Planning & Implementation
 - Power Supply Planning
 - Utility Operations & Budgeting
 - Bidding, Award & Project Management
 - Contract Negotiations and Administration
 - Regulatory & Environmental Compliance
 - Experience with Cost of Service & Rate Design
 - Prepare & Present Reports & Recommendations to Governing Bodies
 - Employee Development & Succession Planning
 - Public & Media Communication
 - Engineering & Technical Evaluation
 - Problem Solving
-

PROFESSIONAL EXPERIENCE

Power Supply & Market Operations Manager

March 2018 - Present

Zeeland Board of Public Works, Zeeland, MI

Manage the power supply portfolio and behind-the-meter generation resources for a municipal electric utility serving over 7,000 retail customers with annual energy requirements of 470,000 MWh, a peak load of 91 MW, and a power supply budget of \$30 million.

- Member of the Leadership Team responsible for collaboratively developing strategic organizational objectives and policies.
- Manage a team of five Electric System Operators, two Mechanic Relief Operators, and three Buildings & Grounds employees.
- Budget, evaluate, and manage a diverse power supply portfolio comprised of owned assets, bilateral contracts and power purchase agreements in addition to transmission costs.
- Manage on-system generation availability, dispatch costs, and fuel supply.
- Develop and administer operations, maintenance, and capital improvement budgets for the Power Production department, including wages, generation equipment, fuel, supplies, and contractual services.
- Ensure regulatory, environmental, and reporting compliance requirements are satisfied, including management of renewable energy resources.
- Plan and lead a strategic initiative to update the organization's Integrated Resource Plan (IRP), including evaluation of new on-system generation resources. This initiative is in process and includes a stakeholder engagement component with representatives from a cross-section of the community.
- Managed several significant facilities upgrade and expansion projects ranging in scope from \$250,000 – \$2,750,000, involving team members from departments throughout the organization.

- Oversaw numerous generation capital improvement projects including the replacement of above ground storage tanks, engine mufflers, comprehensive updates to the Power Plant control room, and various technology related upgrades. Each of these projects involved numerous stakeholders, contractors, and staff to ensure successful completion.
- Participated in the 2025 Electric Cost of Service and Rate Design process from data collection through review.
- Served as a member of the Leadership Team in UWUA labor contract negotiations (2022 & 2025)
- Michigan Municipal Electric Association (MMEA) – Designated Alternate Representative (2018 – Present)
- Michigan Public Power Agency (MPPA) – Alternate Member Authorized Representative (2022 – Present)
- Michigan Public Power Agency (MPPA) – Internal Risk Committee Member (2019 – Present)

Control Systems Engineer / Project Manager

June 2001 – March 2018

Parkway Electric & Communications LLC, Holland MI (*Formerly PEC Technologies, Inc.*)

Responsible for the design, implementation, and support of electrical control and industrial automation systems in a variety of industries ranging from food and chemical processing to automotive component assembly.

- Managed full project lifecycle from scope definition through commissioning, operator training, and documentation.
- Engineered electrical control panels including panel design, electrical schematics, one-line diagrams, and layout drawings using AutoCAD.
- Knowledge of electrical standards for UL listed control panels (NEC, NFPA79, UL508A, UL698).
- Configured and programmed PLC's, HMI/SCADA, VFD's, motion, and vision systems.
- Experienced in Ethernet networking principles and protocols as well as legacy automation networks.

EDUCATION

Bachelor of Science in Electrical Engineering

June 2001

Kettering University, Flint MI (*Formerly GMI Engineering & Management Institute*)

- Summa Cum Laude
- President's Medal - Professional & Academic Achievements
- Honor Societies: Tau Beta Pi, Eta Kappa Nu, Kappa Mu Epsilon

CERTIFICATIONS

Master Discovery Coach – Leadership Coaching

June 2025

Discovery Coaching Services LLC

Lead 24/7 Program Graduate – Leadership Coaching

March 2024

Leading by Design, Zeeland MI

**ZEELAND BOARD OF PUBLIC WORKS
UTILITIES MANAGER EMPLOYMENT AGREEMENT**

This Employment Agreement ("Agreement") is made and entered into this ____ day of January, 2026, by and between the Zeeland Board of Public Works, a department of the City of Zeeland, Michigan ("Board"), the City of Zeeland ("City"), and Robert Mulder ("Employee").

WITNESSETH

WHEREAS, the Charter of the City of Zeeland authorizes the Board, subject to approval of the City Council, to appoint a Utilities Manager and to establish terms and conditions of employment; and

WHEREAS, the Board and City desire to enter into an Employment Agreement with Employee to provide services as Utilities Manager Designee with limited authority during an interim period, and thereafter as Utilities Manager;

WHEREAS, it is the desire of the Board and City Council to provide certain benefits, establish conditions of employment and to set working conditions of said Employee;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. DUTIES.

- A. Utilities Manager Designee Period. Employee shall serve as Power Supply and Market Operations Manager/Utilities Manager Designee ("Designee") with limited authority from the effective date of this Agreement through the retirement of the current Utilities Manager on or about September 18, 2026 ("Designee Period"). During this period, Employee shall perform duties as assigned by the Board and the Utilities Manager and shall serve as Acting Utilities Manager in the absence of the current Utilities Manager.
- B. Appointment as Utilities Manager. Upon retirement of the current Utilities Manager on or about September 18, 2026, the Board hereby agrees to employ Robert Mulder as Utilities Manager of the Zeeland Board of Public Works to perform the functions and duties of such position as described in Section 13.11 of the Charter of the City of Zeeland and such other duties as may be prescribed by the Board from time to time. Employee agrees to perform the duties of Utilities Manager throughout the duration of this Agreement, in a competent and professional manner at the direction of the Board of Public Works Commissioners and in accordance with policies and regulations established by the Board, City of Zeeland, and other state and federal laws and regulations as may be in place governing municipal utility organizations.

2. SALARY.

- A. Utilities Manager Designee Period Compensation. During the Designee Period, Employee shall receive an annual base salary equivalent to One Hundred Seventy-Two Thousand Dollars (\$172,000), or Eighty-Two Dollars

**ZEELAND BOARD OF PUBLIC WORKS
UTILITIES MANAGER EMPLOYMENT AGREEMENT**

and Seventy Cents (\$82.70) per hour, payable in installments at the same time as other City employees are paid. Employee's performance shall be reviewed in the normal course, and any annual wage adjustment customarily provided to similarly situated non-union employees shall be effective July 1, 2026, notwithstanding Employee's status as General Manager Designee during the Designee Period.

B. Utilities Manager Compensation. Upon appointment as Utilities Manager, Employee shall receive an annual base salary of Two Hundred Three Thousand Dollars (\$203,000), as may be adjusted based upon Employee's annual performance review, payable in installments consistent with City payroll practices.

- (1) Such base salary may be increased annually with adjustment. Annual cost increases in Employee's base salary shall be at a percentage rate no less than the average rate used to adjust other Board of Public Works non-union salaries.
- (2) Board and Employee may also mutually agree to increase established salary over the duration of the Employee Agreement as deemed appropriate based on changes in the job requirements or level of responsibilities.

3. BENEFITS.

Employee shall receive all benefits in accordance with the City of Zeeland Employee Handbook, as may be amended from time to time.

4. AUTOMOBILE ALLOWANCE.

Upon appointment as Utilities Manager, Employee shall be paid an automobile allowance at the rate of five hundred dollars (\$500) per month. Such allowance shall be payable at the same time as the base salary. In return, Employee is expected to furnish the Employee's own vehicle for Board business and Employee shall be liable for all necessary maintenance, operation, and insurance costs for such vehicle. Notwithstanding the foregoing, Employee may submit mileage reimbursement requests, in accordance with City policy, for Board business travel occurring outside a fifty (50) mile radius from the City of Zeeland. The monthly automobile allowance shall be subject to periodic review by the Board and may be adjusted prospectively by Board action.

5. DUES AND SUBSCRIPTIONS.

The Board agrees to budget and to pay the professional dues and subscriptions of Employee for their continuation and full participation in national, regional, state and local associations, and organizations necessary and desirable for their continued professional participation, growth, and advancement, and for the good of the Board. The Employee will also serve as the Board's primary representative in the Michigan Public Power Agency, the Michigan Municipal Electric Association, and as one of Zeeland's representatives for the Michigan Professional Insurance Authority.

**ZEELAND BOARD OF PUBLIC WORKS
UTILITIES MANAGER EMPLOYMENT AGREEMENT**

6. PROFESSIONAL DEVELOPMENT AND EXPENSES.

- A. The Board hereby agrees to pay the travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions adequate to continue professional development of Employee and to adequately pursue necessary official and other functions for the Board.
- B. The Board also agrees to pay for the travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for their professional development and for the good of the Board.
- C. Employee shall be eligible for tuition reimbursement in accordance with the City of Zeeland's Tuition Reimbursement Program as set forth in the City of Zeeland Employee Handbook, as may be amended from time to time; provided, however, that the maximum annual tuition reimbursement amount shall be \$10,000, subject to budgetary appropriation and applicable program requirements.

7. GENERAL EXPENSES.

The Board recognizes that certain expenses of a non-personal and job-affiliated nature are incurred by Employee and hereby agrees to reimburse or to pay said general expenses, subject to Board approval. It is hereby further acknowledged that Board shall furnish Employee, at Board's expense, office facilities, equipment, supplies, and other materials as may be reasonably required in the performance of such duties. In addition, the Board shall permit the reasonable annual purchase of Board- or City-branded apparel items bearing the official logo, for professional and job-related use. It is hereby acknowledged that a mobile phone stipend or City-provided mobile phone shall be provided in accordance with City policies.

8. VACATION, HOLIDAY, AND LEAVE OF ABSENCE.

Employee shall be granted five (5) weeks of vacation leave per year effective March 19, 2027, and six (6) weeks of vacation leave per year effective March 19, 2032. Employee may carry over up to one hundred and twenty (120) hours of unused vacation leave annually, or such greater amount as may be permitted under the City of Zeeland Employee Handbook, as amended from time to time. Employee shall also be entitled to all other forms of leave as provided under the personnel policies of the City of Zeeland.

Subject to the provisions of Paragraph 14 of this Agreement, upon resignation or retirement Employee shall be paid for all accrued and unused vacation and other forms of leave as permitted under the City of Zeeland Employee Handbook, as amended from time to time.

9. HEALTH, LIFE, DISABILITY, AND LIABILITY INSURANCE.

- A. The Board agrees to put into force and to make premium payment of Employee and dependents for health and dental insurance coverage in accordance with the same policy as for other employees of the City.

**ZEELAND BOARD OF PUBLIC WORKS
UTILITIES MANAGER EMPLOYMENT AGREEMENT**

- B. The Board agrees to purchase and pay for the required premiums on a life insurance policy with the same policy as for other employees of the City.
- C. The Board agrees to purchase and/or provide a short- and long-term disability income plan equivalent to other employees of the City.
- D. The Board agrees to purchase and provide professional liability insurance for Employee equivalent to other employees of the City.

10. RETIREMENT.

The Board shall pay a defined contribution percentage of Employee's base salary per year in accordance with the Defined Contribution Plan of the City. Employee may make additional voluntary employee contributions to the City's 457 Plan.

11. PERFORMANCE EVALUATION.

The Board or a Board Committee shall review and evaluate the performance of Employee at least once annually.

12. RESIDENCY.

Employee acknowledges that a condition of employment is maintaining of a residence no greater than twenty (20) miles from the nearest boundary of the City of Zeeland.

13. TERM.

- A. This Agreement shall become effective as of its effective date.
- B. This Agreement shall automatically be renewed for one (1) year terms commencing May 4, 2027, unless the City of Zeeland, the Board, or Employee gives notice, in writing, that this Agreement is to be terminated pursuant to Section 14 of this Agreement.
- C. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the Board and/or City Council, to terminate the services of Employee at any time, subject to the provisions set forth in Section 14 of this Agreement.
- D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Employee to resign at any time from their position with the City, subject only to the provisions set forth in Paragraphs 14.B. and 14.C. of this Agreement.
- E. In accordance with the Zeeland City Charter, Employee must be reappointed by the City Council each May in order to continue employment.

14. TERMINATION AND SEVERANCE PAY.

- A. In the event Employee is terminated by the Board and/or City Council or is not reappointed by the City Council, and during such time that Employee is willing and able to perform the duties of the position, the Board agrees to

**ZEELAND BOARD OF PUBLIC WORKS
UTILITIES MANAGER EMPLOYMENT AGREEMENT**

pay Employee a lump sum cash payment equal to nine (9) months of base salary, less required withholdings; provided, however, that in the event Employee is terminated because of conviction of any illegal act involving personal gain or a crime of moral turpitude, the Board and City shall have no obligation to pay severance.

In addition, in the event of termination, the Board agrees to continue Employee's and Employee's dependents' life, health, and dental insurance coverage for nine (9) months or until such time as Employee begins working in a full-time or part-time employment position, whichever is less. This continuation shall not apply in the event of termination for illegal acts or crimes of moral turpitude.

- B. In the event Employee voluntarily resigns, Employee shall provide at least ninety (90) days' written notice prior to the effective date of resignation.
- C. No severance pay or insurance continuation shall be required in the event of retirement or resignation.

15. CONFIDENTIALITY.

Employee acknowledges that during employment Employee will have access to confidential or proprietary information related to the Board's business and agrees not to disclose such information except as required by law. These obligations shall survive termination of this Agreement for a period of five (5) years.

16. GENERAL PROVISIONS.

- A. This Agreement constitutes the entire Agreement between the parties.
- B. This Agreement shall be binding upon the parties and upon their successors and assigns.
- C. If any provision, or any portion thereof, contained in the Agreement is held unconstitutional, invalid, or unenforceable, the remainder of the Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the Board of Public Works and the City of Zeeland have caused this Agreement to be signed and executed on its behalf by its Board Chair, Mayor, and its City Clerk, and the Employee has signed and executed this Agreement on his behalf, effective as of the day and year first written above.

ZEELAND BOARD OF PUBLIC WORKS

By: Linda Boerman
Linda Boerman, Board Chair

EMPLOYEE

By: Robert Mulder
Robert Mulder

**ZEELAND BOARD OF PUBLIC WORKS
UTILITIES MANAGER EMPLOYMENT AGREEMENT**

CITY OF ZEELAND

By: _____
Richard Van Dorp III, Mayor

By: _____
Kristi DeVerney, City Clerk



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

CITY COUNCIL MEMORANDUM

TO: Mayor Van Dorp and City Councilmembers

FROM: Tim Klunder, City Manager

SUBJECT: Class C, DDA/Redevelopment and SDM Licenses for El Rancho, Inc. #8,
and Operations Contract with El Rancho, Inc. #8

DATE: January 16, 2026

CC: January 20th Council Agenda

BACKGROUND: On December 17, 2025, the City of Zeeland received a Class “C” DDA/Redevelopment and SDM liquor license application from El Rancho, Inc. #8 to serve on-premises and off-premises alcohol at 17 East Main Avenue. The application is attached (Attachment #1) for Council’s review. The application itself covers a great deal of our requirements found in the ordinance and you will find the applicant’s answers to our questions within the application. We recommend that each City Councilmember review the application materials attached hereto in detail. (Certain personal and tax information on finances has been removed from the application for confidentiality purposes. If a member of Council would like to see the application in its totality, please let me know.) Per the City’s Alcoholic Liquors Ordinance, our city team investigated the applicant and the proposed use of the license. In addition to the application itself, there are some sections of our ordinance we like to bring specific attention to Council’s attention. Those are noted below. Additionally, for your information, you will find attached a copy of the City’s Alcoholic Liquors Ordinance in its entirety as Attachment #2.

Section 4-8 Location where prohibited and Section 4.10 Compliance with Zoning

As noted in Community Development Director Tim Maday’s report (Attachment #3), the property is properly zoned for alcohol sales. Under our Zoning Ordinance, restaurants are allowed in the C-2 Zoning District. This property also has the necessary secondary zoning designation of being in the Alcohol Sales Overlay District. The applicant has obtained the



necessary special land use and site plan approval from the Planning Commission (9.4.25) as required by the Alcoholic Sales Overlay District.

The proposed location is not more than 500' from a church or school. In this instance the proposed location is within 500' of North Street CRC (see Attachment #4). Under the city's ordinance the sale of alcoholic liquors for consumption on the premises shall be prohibited within 500 feet of a church. However, the ordinance does provide that this provision may be waived by City Council where it is deemed to be in the best interests of the city. Our city team does believe it is in the best interest of the city for City Council to consider waving the 500' requirement. This recommendation is based on several factors. (1) The properties zoned within the Alcohol Sales Overlay District were established by the Planning Commission and City Council after careful consideration was given to only zone properties that did not appear to have an immediate negative impact on a church or school. (2) Under the city's Alcoholic Liquors Ordinance, Section 4-16 lists the priorities to be considered by City Council in license approval. Priority #2 is for a restaurant in the C-2 District (downtown) with a seating capacity of 100 or more people. The City Resolution to be considered by City Council in support of the MLCC issuing a liquor license does waive the 500' requirement as the City Council has done in other instances of liquor license requests in Downtown Zeeland.

Section 4-9 Seating Capacity

Our ordinance requires a dining seat minimum of 25. Per the restaurants special use submittal to the Planning Commission on 9.4.25, they do exceed this requirement by providing a capacity of 132 seats.

Section 4-11 Application fee and payment of obligations to the City

The applicant did pay the \$400 application fee, and they do not have any outstanding taxes, utility bills, etc. owed to the city. (See Attachment #5.)

Section 4-13 Inspection of premises prior to license issuance

The construction plans for the project have been reviewed and approved by the Community Development Department (Attachment #3). Appropriate permits have been obtained and inspections are being conducted. A certificate of occupancy will not be granted until all work is complete and compliant with codes/ordinances.



Section 4-14 Mandatory grounds for license denial

Mandatory grounds for license denial include such things as the applicant had a previous license revoked, the applicant does not own the premises or does not have a lease; the applicant has been convicted of a violation of any federal or state law concerning the manufacture or sale of liquor, or violations of appropriate building codes. At this time, staff have not identified grounds for mandatory license denial as outlined in our ordinance. Please note, our Police Department is awaiting final verification of information (we do not suspect anything negative) that we plan to have completed by Tuesday's hearing.

Section 4-15 Discretionary grounds for license denial

Discretionary grounds for license denial includes such things as alcohol sales would not be incidental or subordinate to other permitted uses on the premises; the location is inappropriate due to such things as inadequate parking*, traffic concerns, etc.; the applicant does not appear to have the appropriate financial capability to run an establishment; they have made false representations on their application; or they have been convicted of misdemeanor alcohol possession and/or alcohol driving offenses. For this establishment, they are required to have at least fifty percent of the gross revenue derived from food and non-alcoholic beverage sales.

*As City Council is aware, concerns about inadequate parking availability for the restaurant have been expressed at recent Planning Commission and City Council meetings. In both cases we have determined that there is adequate parking in our immediate downtown parking area, in addition to on-site parking, to serve the restaurant. Nevertheless, anticipating that there may be additional expressions on a lack of parking for the facility, and to address the matter of parking under the discretionary grounds for license denial, we did perform additional analysis that identifies there is adequate on-site/city-owned parking to service the facility. Please refer to Attachment #6 for this analysis.

Section 4-16 Priorities to be considered by City Council in license approval

It has been previously noted in this report that the proposed establishment meets priority #2 of license considerations by City Council.

Section 4-17 Term of licenses; license approval granted subject to certain conditions

License term will coincide with the State. Our ordinance does provide that City Council may provide for certain conditions with the approval of a license. Please note however that these conditions are with the applicant as the LCC will not allow the city to approve a



license with conditions other than such things as compliance with final building, health, and local law enforcement inspections. As such, you will note on your agenda that the city is proposing an Alcohol License and Business Operations Contract with El Rancho, Inc. #8. That contract is included within your packet, and it covers such things as timely payment of obligations to the city, compliance with ordinances of the city, etc.

Section 4-19 Dancing and Entertainment on Licenses Premises

According to the applicant's city application, they do not intend to have dancing and/or entertainment on the site. However, should they desire to do so, under our ordinance they must obtain the appropriate permits from the State (and Police Chief) and there are various facility requirements in our ordinance that must be met.

Section 4-22 Hours of Sale

The applicant does propose Sunday hours from 11 a.m. – 9 p.m. Per the city's recent ordinance change, alcohol sales are allowed on Sundays after 12 p.m. (noon).

RECOMMENDATIONS:

1. Our leadership team recommends that City Council move to approve the attached City Resolution that supports the El Rancho, Inc. #8 liquor licenses and approves the attached operating contract with El Rancho, Inc. #8.
2. Our leadership team recommends that City Council moves to approve the attached Michigan Liquor Control Commission (MLCC) Resolution recommending the El Rancho, Inc. #8 Class C, DDA/Redevelopment and SDM licenses "above all others".

Timothy R. Klunder, City Manager

NOTICE OF PUBLIC HEARING CITY OF ZEELAND

ON LIQUOR LICENSE APPLICATION OF EL RANCHO, INC. #8

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 (616) 772-6400, will hold a public hearing on and at:

**Tuesday, January 20, 2026
7:10 p.m.
Council Room of City Hall**

For the purpose of hearing the public and all interested persons concerning the application of El Rancho, Inc. #8 for a Class C License, a DDA/Redevelopment License, for Sunday Sales AM and PM Permits, and for an SDM License so as to permit the sale and consumption of alcoholic beverages on the premises at 17 E. Main Avenue, Zeeland, Michigan, and so as to permit the sale of alcohol for off-premises consumption. These licenses would permit the sale of beer, wine, mixed spirit drinks and spirits. In addition, the applicant is seeking an outdoor service permit, a dance permit, and an entertainment permit.

During the public hearing, the applicant may be asked to review and provide information as to its plans, policies, days and hours for the serving of alcohol. The applicant may attend the public hearing to present evidence and testimony, has the right to confront adverse witnesses, and has the right to present evidence and arguments as to why it should be granted on-premises liquor licenses.

Likewise, the public or any other interested person may attend the public hearing to present evidence and testimony, has the right to raise questions in regard to the applicant, and has the right to present evidence and arguments as to why on-premises liquor license should not be granted to the applicant.

In addition, oral or written comments may be submitted at the said hearing, or written comments may be filed in the City Clerk's Office in the Zeeland City Hall up to the date of the public hearing.

The Council and/or the public may review the applicant's application prior to the public hearing in the City Clerk's Office in the Zeeland City Hall on any day not a holiday, Monday through Friday, from 8:30 a.m. to 12:00 noon and from 1:00 p.m. to 4:30 p.m. from the date of this notice to the date of the hearing.

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, upon being provided with a notice to the City of Zeeland three days prior to the public hearing. Individuals with disabilities requiring auxiliary aids or services should contact the City of Zeeland by writing or calling the City Clerk' Office (616) 772-6400.

Dated: January 7, 2026

Kristi DeVerney, City Clerk

RESOLUTION

*(Contract Approval and Recommendation for Approval
of a Class C License, a DDA/Redevelopment License and an SDM License for of El Rancho, Inc. #8)*

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 Zeeland City Hall in said City on January 20, 2026, 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, El Rancho, Inc. #8 has filed an application with the Michigan Liquor Control Commission which requests a Class C License and a DDA/Redevelopment License so as to permit the sale and consumption of alcoholic beverages on the premises at 17 E. Main Avenue, Zeeland, Michigan and also an SDM License which would permit take-out sales of alcohol from such location;

AND WHEREAS, a Class C and a DDA/Redevelopment License permit the sale of beer, wine, mixed spirit drinks and spirits;

AND WHEREAS, the City of Zeeland has held a public hearing in regard to the issuance of a DDA/Redevelopment License and an SDM License to El Rancho, Inc. #8;

AND WHEREAS, El Rancho, Inc. #8 is willing to sign a contract regarding the conducting of its business and the use of a Class C and a DDA/Redevelopment License, and El Rancho, Inc. #8 will

therefore meet the guidelines of the City of Zeeland for the issuance of a license to sell alcoholic beverages;

AND WHEREAS, the Zeeland City Council is willing to waive the requirement of Section 4-8 of the Zeeland City Code that the proposed restaurant must be more than 500' from a church because the City Council deems the presence of the proposed restaurant which will serve meals if it is granted a Class C and a DDA/Redevelopment License to be in the best interests of the City of Zeeland, and by approval of this Resolution, the City of Zeeland will have waived the said 500' regulatory requirement, and such waiver is permitted by the Zeeland City Code.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Zeeland City Council hereby approves the attached contract with El Rancho, Inc. #8 and authorizes the Mayor and the Clerk to sign such contract on behalf of the City of Zeeland.
2. The City of Zeeland hereby supports the request of El Rancho, Inc. #8 that it be granted a Class C and a DDA/Redevelopment License for a restaurant to be located at 17 E. Main Avenue, Zeeland, Ottawa County, Michigan, and finds that such application should be considered for approval "above all others". In addition, the City of Zeeland approves that granting of an SDM License to El Rancho, Inc. #8.
3. It is hereby noted that the City of Zeeland does not permit the sale of alcohol on Sundays before 12:00 noon, and a Sunday AM license should not be granted by the Liquor Control Commission to El Rancho, Inc. #8.
4. It is therefore the consensus of this legislative body that the application of El Rancho, Inc. #8 to the Michigan Liquor Control Commission be recommended for approval.
5. 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 January 20, 2026, 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

CITY OF ZEELAND

Alcohol License and Business Operations Contract

NOW COMES, the City of Zeeland, a Michigan municipal corporation, whose address is 21 S. Elm Street, Zeeland, Michigan 49464, and El Rancho, Inc. #8, a Michigan corporation, hereinafter referred to as the "Applicant", whose proposed business address is 17 E. Main Avenue, Zeeland, Michigan 49464, and state:

Recitals

WHEREAS, the City of Zeeland is willing to recommend to the Michigan Liquor Control Commission (the "LCC") that a Class C License and an SDM License be issued to the Applicant;

AND WHEREAS, the City of Zeeland has established certain terms and conditions for holders of alcohol licenses;

AND WHEREAS, the Applicant is willing to accept and be bound by such terms and conditions in order to receive a local recommendation to the Liquor Control Commission for the approval of alcohol licenses.

NOW, THEREFORE, the City of Zeeland and the Applicant agree as follows:

1. Class C License and SDM License. The City of Zeeland hereby agrees to recommend the approval and granting of a Class C License and an SDM License by the LCC for the Applicant provided that the Applicant complies with the terms and conditions of this agreement.

2. Terms and Conditions. The Applicant hereby agrees that in exchange for the recommendation by the City of Zeeland to approve the issuance of alcohol licenses by the Liquor Control Commission that it shall be bound by all of the following terms and conditions:

- A. That the Applicant operates a full-service restaurant at 17 E. Main Avenue, Zeeland, Michigan;
- B. That the Applicant and its successors and assigns will maintain the said Class C and SDM Licenses only for use by a full-service restaurant within the City Zeeland;
- C. That all utility bills to the City of Zeeland are paid within thirty (30) days of billing;
- D. That all property tax bills are paid prior to such dates after which interest would accrue;
- E. That all assessments, fees, and/or charges which may be incurred or levied are paid without protest or challenge;
- F. That the Applicant complies with all ordinances and regulations of the City of Zeeland, including but not limited to, regulations governing the use of the public right-of-way, the use of municipal garbage containers, setback requirements, site plan review restrictions, and other Zoning Ordinance and alcohol regulations, 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.

3. Revocation Reservation. The City of Zeeland hereby reserves the right to revoke its approval of the Class C License and SDM License and to recommend the revocation, suspension, or denial or transfer of the Applicant's alcohol licenses 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 the Zeeland Board of Review, or for any violation of the State of

Michigan's or the City of Zeeland' alcohol regulations. The fulfillment of the conditions of this agreement is a purpose for which the recommendation for the approval of the granting of the said Class C License and the SDM License was given by the City of Zeeland. Failure to uphold these conditions will be considered to be operating the said restaurant in bad faith.

4. Other Approvals. This agreement shall not affect the right of the City to not recommend the approval of a license if the Applicant does not meet the standards which are necessary for approval of a Class C License or SDM License, nor shall this agreement result in the waiver of the Zeeland Zoning Ordinance or of the building and safety codes of the City of Zeeland.

5. Effect. This agreement shall be binding upon the City and the Applicant, and upon its successors and assigns. This agreement shall be interpreted in accordance with the laws of the State of Michigan. Upon default, the other party shall be liable to the nondefaulting party for the reasonable attorney fees and court costs which may be incurred in enforcing a term or condition of this agreement. This agreement represents the entire agreement of the parties, and replaces any prior oral, written, or implied agreement of the parties. This agreement may only be amended upon the mutual written agreement of the parties.

(The remainder of this page is intentionally left blank.)

In witness thereof on the dates hereafter indicated:

Applicant:
El Rancho, Inc. #8

Dated: January ____, 2026

By: _____
Alfredo Melendez, Its President

By: _____
Victor Manuel Bernal de la Paz, Its Secretary

City of Zeeland

Dated: January ____, 2026

By: _____
Richard J. Van Dorp III, Its Mayor

By: _____
Kristi DeVerney, Its City Clerk



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Toll Free: 866-813-0011 • www.michigan.gov/lcc

Business ID: _____

Request ID: _____

(For MLCC use only)

Local Government Approval
(Authorized by MCL 436.1501)

Instructions for Applicants:

- You must obtain a recommendation from the local legislative body for a new on-premises license application, certain types of license classification transfers, and/or a new banquet facility permit.

Instructions for Local Legislative Body:

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a regular meeting of the City of Zeeland council/~~board~~
(regular or special) (name of township, city, village)
called to order by the Mayor of the City of Zeeland on January 20, 2026 at 7:00 p.m.
(date) (time)

the following resolution was offered:

Moved by _____ and supported by _____

that the application from El Rancho, Inc. #8

(name of applicant - if a corporation or limited liability company, please state the company name)

for the following license(s): Class C DDA & SDM Licenses MCL 436.1521a(1)(b)
(list specific licenses requested)

to be located at: 17 E. Main Avenue, Zeeland, MI 49464

and the following permit, if applied for:

☐ Banquet Facility Permit Address of Banquet Facility: _____

It is the consensus of this body that it recommends this application be considered for
(recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are _____

Vote

Yeas: _____

Nays: _____

Absent: _____

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the Zeeland City
council/~~board~~ at a regular meeting held on January 20, 2026 (name of township, city, village)
(regular or special) (date)

Kristi DeVerney

January 20, 2026

Print Name of Clerk

Signature of Clerk

Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

Please return this completed form along with any corresponding documents to:

Michigan Liquor Control Commission

Mailing address: P.O. Box 30005, Lansing, MI 48909

Overnight packages: 2407 N. Grand River, Lansing, MI 48906

Fax to: 517-763-0059

City of Zeeland

DEC 17 2025

Received

Carlin Edwards Brown Grobbel
& Bellanca PLLC

Attorneys & Counselors at Law

John B. Carlin, Jr. (1939-2018)
Scott D. Edwards (Retired)
Michael J. Brown
Steven J. Grobbel
James V. Bellanca, III
Baileigh M.S. Bradley

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F. (248) 816-5115
Northern Michigan
145 North Oscego Avenue
Gaylord, Michigan 49735
P. (989) 251-1041
F. (989) 688-5901

December 16, 2025

Ms. Kristi DeVerney
Zeeland City Clerk
21 South Elm Street
Zeeland, MI 49464

RE: Application for NEW Class C Development District License and SDM License

Applicant: El Rancho, Inc. #8
Address: 17 E. Main Ave., Zeeland, MI 49464 (City of Zeeland/Ottawa Co.)

Dear Ms. DeVerney:

This firm represents El Rancho, Inc. #8 ("Applicant") in this application for NEW Class C Development District and SDM Licenses for use at the address of 17 E. Main Ave., Zeeland, MI 49464 (City of Zeeland/Ottawa Co.).

Enclosed are the following documents:

- Zeeland City Liquor License Application
- Zeeland City application fee
 - Please note that the check is from El Rancho, Inc. #4, a sister corporation to the Applicant.
- MLCC form LCC-106 – Local Governmental Approval Resolution
- MLCC form LCC 100a – On-Premises Retailer License & Permit Application
- Articles of Organization
- Bylaws
- Lease
- Three (3) Letters of Recommendation
- Applicant's History of Business Activity Memo
- Server Training Certification
- Proposed Menu

Ms. K. DeVerney
December 16, 2025
Page 2

- City of Zeeland Building Permit
- Floor Plans

The application fees of \$400.00 have been paid via check included in this application.

Please process this application at your earliest convenience. Thank you for your assistance.

Very truly yours,

CARLIN EDWARDS BROWN GROBBEL
& BELLANCA PLLC

Baileigh M.S. Bradley

Baileigh M.S. Bradley
Direct Dial: (517) 580-4761
E-Mail: BBradley@cebhlawlaw.com

BMSB
Enclosures
cc w/o enc: Client

City of Zeeland

DEC 17 2025

Received



**CITY OF ZEELAND
LIQUOR LICENSE APPLICATION INSTRUCTIONS**

1. Please read all questions carefully, and answer all questions completely and truthfully.
2. Any material omission or material misstatement of fact may constitute grounds for denial of the Liquor License Application.
3. The City Council may wish to have a hearing on the Liquor License Application. If so, the City Clerk will notify you of the date, time and place of the hearing.
4. An application fee in the amount of \$400.00 for an **On-Premise License** and \$250.00 for **SDM or SDD Licenses** must be paid at the time the Application is submitted to the City Clerk. The application fee shall not be refunded to the applicant for any reason.
5. A copy of the Zeeland City Alcohol Beverages Ordinance is attached. Any questions which you have may be directed to the City Clerk or City Manager at 21 South Elm, Zeeland, Michigan or by calling 616-772-6400 on any day of the week, except Saturdays, Sundays and Holidays, between the hours of 8:00 a.m. and 12:00 p.m. and 1:00 p.m. and 5:00 p.m.
6. A duplicate of the application which was filed with the Liquor Control Commission must be provided with the completed City application.
7. To prepare this application, it is also recommended that the Applicant review the Zeeland City Code and the Zeeland Zoning Ordinance regarding the alcohol regulations of the City of Zeeland.



LIQUOR LICENSE APPLICATION
City of Zeeland, Michigan

(Type or print all information except for signatures)

APPLICANT INFORMATION

Applicant Name El Rancho, Inc. #8 Age N/A
Home Address N/A
Business Address 17 East Main Avenue, Zeeland, MI 49464

Type of application:

☒ New License Class of license requested Class C DDA & SDM
☐ Transfer from person to person Present holder _____
☐ Transfer from place to place New location _____
☐ Upgrade classification Present classification _____
 Requested classification _____

1. If applicant is a corporation or limited liability company, provide the full legal names, ages, and addresses of all directors, officers and shareholders or members owning a 5% interest or more therein along with the percentage of ownership.

Name	Age	Home Address	Ownership %
<u>Alfredo Melendez Aguirre</u>	<u> </u>	<u>4292 W. 186 St., Sheridan, IN 46069</u>	<u>40%</u>
<u>Martin Bernal De La Paz</u>	<u> </u>	<u>4976 144th Ave., Holland, MI 49424</u>	<u>20%</u>
<u>Antonio Bernal De La Paz</u>	<u> </u>	<u>2759 Jacklyn Ct., Holland, MI 49424</u>	<u>20%</u>
<u>Victor Manuel Bernal De La Paz</u>	<u> </u>	<u>1030 N. Brookridge Rd., Ludington, MI 49431</u>	<u>20%</u>

2. If applicant is a partnership, provide the full legal names, ages, and home addresses of each partner along with percentage of ownership.

Name	Age	Home Address	Ownership %
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

3. Premises proposed for Liquor License:

Street Address: 17 East Main Avenue, Zeeland, MI 49464

Legal Description Commercial Lease

A deed for the premises should also be attached.

4. Proposed hours of Operation Mon.-Thurs. 11:00 AM – 9:30 PM; Fri.- Sat. 11:00 AM – 10:00 PM; Sun. 11:00 AM – 9:00 PM

5. Nature and character of food merchandise or service to be sold or offered for sale by the applicant to members of the public the Applicant will offer authentic Mexican cuisine, along with alcoholic beverages served in a dine-in restaurant setting to the general public.

6. Applicant's experience, financial capability, history of experience as a liquor licensee, proposed menus and other facts or proposals pertinent to the applicant's business. Please attach on separate sheets.

7. All assumed, trade, or firm names under which the business will be conducted:

- A. El Rancho, Inc. #8
B. El Rancho

8. Has Applicant ever made application to the Liquor Control Commission or to any other local unit of government for a similar or other license at a location other than described in this application, and the disposition of such application? Yes ☒ No ☐

If yes:

<i>Bus/Lic Name</i>	<i>Address/ Unit of Gov't</i>	<i>Issuance Date</i>	<i>Date of expiration, revocation, non-renewal</i>	<i>Classification</i>
<u>El Rancho, Inc. #7</u>	<u>770 E. 16th St., Ste A, Holland, MI 49423</u>	<u>4/23/14</u>	<u>4/30/26</u>	<u>Class C</u>
<u>El Rancho, Inc.</u>	<u>301 S. Maplewood St., Ste E, Greenville, MI 48838</u>	<u>2/9/07</u>	<u>4/30/26</u>	<u>Class C; SDM</u>
<u>El Rancho, Inc. #4</u>	<u>12659 Riley St., Ste 40, Holland, MI 49424</u>	<u>7/27/09</u>	<u>4/30/26</u>	<u>Class C; SDM</u>
<u>El Rancho, Inc. #3</u>	<u>4970 W. US Highway 10, Ludington, MI 49431</u>	<u>1/5/23</u>	<u>4/30/26</u>	<u>Class C; SDM</u>

9. On an attached sheet, give an explanation of when or how such interests were disposed.

10. Has the applicant ever been denied approval from a local unit of government, from the Michigan Liquor Control Commission, or from any other state for a new license, or transfer, or upgrading of an existing license? Yes ☐ No ☒

11. If the answer to question 10 is "yes", state the name of the governmental unit, the date of application, the type of application, and the reasons for denial _____

12. Has the applicant or person conducting or managing the applicant's business ever been convicted of a felony or non-traffic misdemeanor, including but not limited to drinking and/or driving offenses? Yes ☐ No ☒

If yes, describe in full _____

13. If applicant is a corporation, limited liability company, or a partnership, have any of the directors, officers, shareholders, members or partners owning a 5% interest or more, ever been convicted of a felony or non-traffic misdemeanor, including but not limited to drinking and/or driving offenses? Yes ☐ No ☒

If yes, describe in full _____

14. List a minimum of three (3) individuals, and provide their contact information, who will provide character endorsements for the applicant and/or its officers. These endorsers must not be related either personally or financially to the applicant or to the principals of the applicant. Please attach letters of recommendation from such individuals.

1) Please see Letters of Recommendation attached.

Name

Address

Phone Number

2) _____

Name

Address

Phone Number

3) _____

Name

Address

Phone Number

15. Provide satisfactory evidence to show that the applicant has the financial ability to complete its project according to its plans within a reasonable period of time, plus evidence that all personal and real property taxes for the proposed premises shall be paid in full. Please attach on separate sheets.

16. Provide a written statement showing the Applicant's history of business activity, if any. Please attach on separate sheets.

17. Provide inspection reports from certified inspectors to show that the establishment will conform to current standards of existing building, plumbing, sanitary, fire and health ordinances, and all other municipal laws and regulations, or if an existing building will

not be utilized, please provide a notarized statement that all new buildings will conform to the current ordinances. Please attach on separate sheets.

18. Please provide evidence of having established or being prepared to establish procedures to prevent alcohol abuse on its premises or related to its premises. Explain whether the applicant will use a program such as Training for Intervention Procedures (T.I.P.S.), Techniques of Alcohol Management (T.A.M.), or another program deemed to be acceptable by the City. Please attach on separate sheets.

19. If the business of the applicant is to be operated or conducted by a manager or agent, the name, date of birth and address of the manager is as follows:

<u>Jorge Alberto Bernal De La Paz</u>	<u>[REDACTED]</u>	
Name	Date of Birth	
<u>4976 144TH Ave.</u>		
Address		
<u>Holland</u>	<u>MI</u>	<u>49424</u>
City	State	Zip

20. What is the estimated cost of establishing your business for your building improvements, site plan, furnishings, and inventory? \$ 800,000

21. On an attached page, give the names of all persons other than applicant who either directly or indirectly will have any financial interest in your business (include mortgagees and vendors under title retaining contracts (if any).

22. If the application is approved, the name of the owner of record of the property on which license is to be located is: 17 East Main, LLC

Attach a copy of the lease for the premises if the premises will be leased.

23. If the applicant is a corporation, attach copies of the applicant's Articles of Incorporation and bylaws. If the applicant is a limited liability company, attach copies of the applicant's Articles of Organization and Operating Agreement. If the applicant is a

partnership, attach a Certificate of Co-Partnership and a copy of its Partnership Agreement.

24. Will there be dancing and/or entertainment provided on the premises to be licensed? Yes ☐ No X

If yes, describe in full _____



Additional Information

Additional information may be required by the City Council or the City Manager.

Also, this application must include building and site plans showing the entire structure and premises where the license is to be utilized. Building plans shall show floor plans, the kitchen layout, seating arrangements, planned building alterations and other pertinent physical features. A site plan shall demonstrate adequate off-street parking, lighting, refuse disposal facilities, and where appropriate, adequate plans for screening and noise control.

Attached:

- X Building plan
- X Site plan

NOTE: Applicant will be given 60 days if its application is deemed incomplete to provide the additional information which is required. If the requested information is not received within 60 days, the application will automatically be denied without further consideration. The filing of an application and the required information is NOT a guarantee of acceptance. The application fee will not be refunded after the application has been filed.

By filing this application, the Applicant is hereby granting permission to the City of Zeeland and to its staff members and agents to enter the premises as deemed necessary by the City of Zeeland to inspect the proposed business location and to take pictures which may be viewed by the City Council and the public.

The Applicant hereby irrevocably agrees that it shall not use its license for a location outside of the City of Zeeland or sell its license to any person or entity which may seek to use the license for a location outside of the City of Zeeland.

Applicant agrees that if it fails to comply with all of its representations and assurances contained in this application, and which may be made either by it or its representative at any public hearing, including, without limitation, the starting or opening date, or if the applicant fails to complete the construction, building and site improvements which are described and shown in the attached plans, that such failure(s) shall serve as grounds for a license revocation or non-renewal of a license pursuant to the Zeeland City Code.

I hereby certify and swear that I have read and understand this application and that I have truthfully answered all questions and that all of the information which has been attached to this application is true and accurate. I further understand that falsifying any information will be grounds for denial of this application.

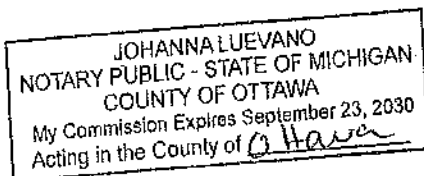
Dated: 11/20/2025


El Rancho, Inc. #8; Martín Bernal De La Paz, Member
Applicant Name

By: MARTIN BERNAL Member
Signature Title

STATE OF MICHIGAN)
COUNTY OF Ottawa) ss

The foregoing instrument was subscribed and sworn to before me in Ottawa County, Michigan on this 20th day of November, 2025 by Martin Bernal, on behalf of El Rancho Inc #8, as its member.




Notary Public, Ottawa County, Michigan
Acting in Ottawa County
My Commission expires: 09-23-2030

**AUTHORIZATION TO RELEASE INFORMATION
AND SUPPLEMENTAL DECLARATIONS**

A signed Authorization to Release Information and Supplemental Declarations form is required from the applicant and from each of its officers, shareholders, members, partners and equity owners who own an interest of 5% or more in the applicant, and from its manager.

As part of a Liquor License Application to the City of Zeeland, I am required to furnish information for use in determining my background. In this connection, I authorize release of any and all information that you may have concerning me, including information of a confidential or privileged nature.

I hereby certify that the following information is true and accurate:

My full name is: Alfredo Melendez Aguirre

My home address is: 4292 W. 186 Street, Sheridan, IN 46069

My driver's license number is: [REDACTED]

My date of birth is: [REDACTED]

My day time phone number is: 317-

I hereby release you, your organization or others from liability or damage which may result from furnishing the information requested. It is hereby agreed that a photocopy of this form shall be treated the same as an original document.

Have you paid, promised to pay, or given any money, material, service or consideration to any person, directly or indirectly, for any recommendation or influence promised toward procuring a Liquor License? Yes ☐ No ☒

If yes, describe in full _____

Are you now engaged in any business as a silent owner or silent partner?

Yes ☐ No ☒

If yes, describe in full _____

Have you paid, promised to pay, or given any money, material, service or consideration to any political candidate for local, state or federal office?

Yes ☐ No ☒

If yes, describe in full _____

I hereby certify and swear that I have read and understand this document and that I have truthfully answered all questions and that all of the information which has been provided is true and accurate.

Dated: 11/20/2025 [Signature]
(Signature)

STATE OF MICHIGAN)
COUNTY OF Ottawa) ss

The foregoing instrument was subscribed and sworn to before me in Ottawa County, Michigan on this 20th day of November 2025 by Alfredo Melendez Aguirre.

JOHANNA LUEVANO
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires September 23, 2030
Acting in the County of Ottawa

[Signature]
Notary Public, Ottawa County, Michigan
Acting in Ottawa County
My Commission expires: 09-23-2030

**AUTHORIZATION TO RELEASE INFORMATION
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I hereby certify that the following information is true and accurate:

My full name is: Martin Bernal De La Paz

My home address is: 4976 144th Ave., Holland, MI 49424

My driver's license number is: [REDACTED]

My date of birth is: [REDACTED]

My day time phone number is: 989-

I hereby release you, your organization or others from liability or damage which may result from furnishing the information requested. It is hereby agreed that a photocopy of this form shall be treated the same as an original document.

Have you paid, promised to pay, or given any money, material, service or consideration to any person, directly or indirectly, for any recommendation or influence promised toward procuring a Liquor License? Yes ☐ No ☒

If yes, describe in full _____

Are you now engaged in any business as a silent owner or silent partner?

Yes ☐ No ☒

If yes, describe in full _____

Have you paid, promised to pay, or given any money, material, service or consideration to any political candidate for local, state or federal office?

Yes ☐ No ☒

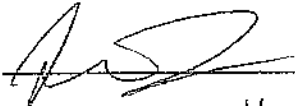
If yes, describe in full _____

I hereby certify and swear that I have read and understand this document and that I have truthfully answered all questions and that all of the information which has been provided is true and accurate.

Dated: 11/20/2025 MARTIN BERNAL
(Signature)

STATE OF MICHIGAN)
COUNTY OF Ottawa) ss

The foregoing instrument was subscribed and sworn to before me in Ottawa County, Michigan on this 20th day of November 2025 by Martin Bernal.



Notary Public, Ottawa County, Michigan
Acting in Ottawa County
My Commission expires: 09-23-2030

JOHANNA LUEVANO
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires September 23, 2030
Acting in the County of Ottawa

**AUTHORIZATION TO RELEASE INFORMATION
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A signed Authorization to Release Information and Supplemental Declarations form is required from the applicant and from each of its officers, shareholders, members, partners and equity owners who own an interest of 5% or more in the applicant, and from its manager.

As part of a Liquor License Application to the City of Zeeland, I am required to furnish information for use in determining my background. In this connection, I authorize release of any and all information that you may have concerning me, including information of a confidential or privileged nature.

I hereby certify that the following information is true and accurate:

My full name is: Antonio Bernai De La Paz

My home address is: 2759 Jacklyn Ct., Holland, MI 49424

My driver's license number is: [REDACTED]

My date of birth is: [REDACTED]

My day time phone number is: _____

I hereby release you, your organization or others from liability or damage which may result from furnishing the information requested. It is hereby agreed that a photocopy of this form shall be treated the same as an original document.

Have you paid, promised to pay, or given any money, material, service or consideration to any person, directly or indirectly, for any recommendation or influence promised toward procuring a Liquor License? Yes ☐ No ☒

If yes, describe in full _____

Are you now engaged in any business as a silent owner or silent partner?

Yes ☐ No ☒

If yes, describe in full _____

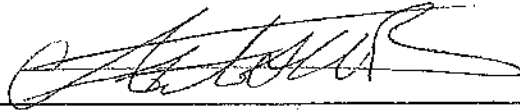
Have you paid, promised to pay, or given any money, material, service or consideration to any political candidate for local, state or federal office?

Yes ☐ No ☒

If yes, describe in full _____

I hereby certify and swear that I have read and understand this document and that I have truthfully answered all questions and that all of the information which has been provided is true and accurate.

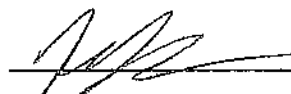
Dated: 11/20/25



(Signature)

STATE OF MICHIGAN)
) ss
COUNTY OF Ottawa)

The foregoing instrument was subscribed and sworn to before me in Ottawa County, Michigan on this 20th day of November 2025 by Antonio Berna Nolasco



Notary Public, Ottawa County, Michigan
Acting in Ottawa County
My Commission expires: 09-23-2030

JOHANNA LUEVANO
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires September 23, 2030
Acting in the County of Ottawa

**AUTHORIZATION TO RELEASE INFORMATION
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As part of a Liquor License Application to the City of Zeeland, I am required to furnish information for use in determining my background. In this connection, I authorize release of any and all information that you may have concerning me, including information of a confidential or privileged nature.

I hereby certify that the following information is true and accurate:

My full name is: Victor Manuel Bernal De La Paz

My home address is: 1030 N. Brookridge Rd., Ludington, MI 49431

My driver's license number is: [REDACTED]

My date of birth is: [REDACTED]

My day time phone number is: 765-

I hereby release you, your organization or others from liability or damage which may result from furnishing the information requested. It is hereby agreed that a photocopy of this form shall be treated the same as an original document.

Have you paid, promised to pay, or given any money, material, service or consideration to any person, directly or indirectly, for any recommendation or influence promised toward procuring a Liquor License? Yes ☐ No ☒

If yes, describe in full _____

Are you now engaged in any business as a silent owner or silent partner?

Yes ☐ No ☒

If yes, describe in full _____

Have you paid, promised to pay, or given any money, material, service or consideration to any political candidate for local, state or federal office?

Yes ☐ No ☒

If yes, describe in full _____

I hereby certify and swear that I have read and understand this document and that I have truthfully answered all questions and that all of the information which has been provided is true and accurate.

Dated: 11/20/2025 Victor Berny
(Signature)

STATE OF MICHIGAN)
COUNTY OF Ottawa) ss

The foregoing instrument was subscribed and sworn to before me in Ottawa County, Michigan on this 20th day of November 2025 by Victor Manuel Berny Berny

JOHANNA LUEVANO
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OTTAWA
My Commission Expires September 23, 2030
Acting in the County of Ottawa

[Signature]
Notary Public, Ottawa County, Michigan
Acting in Ottawa County
My Commission expires: 09-23-2030

City of Zeeland

DEC 17 2025

Received



El Rancho #7
770 E. 16th Street, Suite A
Holland, MI 49423
Phone: 616-796-1200

chori queso

nachos
vallarta

cascada salad

APPETIZERS

Nachos Carbon

Plenty to share with your whole table!
We start with a mountain of crispy tortilla chips
then pile on beef, chicken and shrimp, lettuce,
tomatoes and cheese - 18.50

Fajita Nachos

Get your meal off to a sizzling start! A colorful
plate of peppers, onions and tomatoes atop a pile
of crisp tortilla chips topped with plenty of cheese
STEAK OR CHICKEN - 17.99 • SHRIMP - 18.75

Nachos Locos

Steak, chicken and shrimp with onion, tomato,
grilled hot jalapeño, chips and cheese dip - 18.99

Create Your Own Nacho

CHORIZO, BEANS AND CHEESE - 13.50

CHICKEN AND CHEESE - 11.99

BEEF, CHICKEN AND CHEESE - 11.99

BEEF, BEANS AND CHEESE - 11.49

BEEF AND CHEESE - 11.99

CHEESE AND BEANS - 9.99

CHEESE - 9.49

Chicken Wings (10)

Medium or Hot - 13.99

Chicken Rice Soup

8.99

TERRIFIC TACOS

Served with rice and beans. Made with cilantro & onions.
DELUXE: Lettuce, tomato & sour cream - 1.50 extra

Tacos de Chorizo

Three tacos stuffed with our delicious
Mexican sausage and served with flour
or corn tortillas - 16.49

Mahi Mahi Taco

Filled with a super slaw mix, the mild, sweet
flavor and crunchy texture give these tacos
a great taste - 16.99

NEW! Tacos Lengua

Three tacos filled with lengua - 18.99 SINGLE - 5.99

Tacos Campechanos

Three tacos filled with a mix of steak,
chicken, chorizo and shrimp - 17.50

Tacos de Pescado

Three fish tacos served with pico de gallo,
tomatillo sauce and mayonnaise - 16.99

Tacos al Pastor

Three tacos filled with marinated pork with onion,
cooked in a spicy sauce - 16.49

Tacos Trio

Three tacos filled with chicken,
steak and chorizo - 16.49

Super Rancho Sampler

Two taquitos, five mozzarella sticks, six wings,
grilled chicken quesadilla, side of spinach dip
and French fries - 20.99

Nachos Supreme

Crisp chips piled with ground beef, chicken and
beans, lettuce, tomatoes and cheese with scoops
of guacamole and sour cream - 14.99

Nachos Vallarta

Tortilla chips topped with chicken, shrimp,
steak, bacon, lettuce, tomatoes and
salsa marinade - 18.99

Choriqueso

A generous bowl of Mexican cheese with
chorizo, chopped tomatoes, onions
and three tortillas - 12.99

Jalapeño Rellanos

- 7.50

Mozzarella Sticks (6)

- 7.50

El Rancho Dips

SPINACH - 5.75

GUACAMOLE Large - 8.99 Small - 5.75

CHEESE Large - 8.99 Small - 5.75

BEANS & CHEESE - 6.59

BEEF & CHEESE - 7.59

tacos lengua



Tacos de Camaron

Three shrimp tacos with rice and beans - 16.99

Tacos Carne Asada

Three skirt steak tacos served with corn
or flour tortillas - 16.45

Tacos de Carnitas

Three pork tacos with rice and beans - 16.75

Single Taco

Choice of chicken, steak, carnitas or al pastor - 4.25

GARDEN GREENS

Rancho Taco Salad

This special salad is topped with
steak, chicken and shrimp, cooked
with peppers, onions and tomatoes.
Served with lettuce, shredded cheese
and sour cream - 17.50

Shrimp Fajita Taco Salad

A crisp tortilla shell filled with lettuce,
topped with grilled shrimp with
onions, tomatoes and peppers.
Finished with shredded cheese,
guacamole and sour cream - 17.99

Cascada Salad

Lettuce, grilled chicken, California
blend vegetables topped
with shredded cheese - 17.50

Toro Salad

Your choice of grilled chicken
or steak* with romaine lettuce,
guacamole, sour cream and
pico de gallo - 16.50

Taco Salad

Our classic salad of lettuce in a flour
tortilla shell with tomatoes, cheese,
sour cream and guacamole. Topped
with your choice of ground beef or
chicken - 14.99

Taco Salad Fajitas

Steak* or chicken with hot peppers,
onions and tomatoes. Served with
lettuce, tomato, guacamole and
sour cream - 17.50

Tossed Salad

- 4.50

rancho
taco salad

EL RANCHO SPECIALTY ITEMS

Sopes

Choice of meat: chorizo, steak, chicken, carnitas or al pastor.
Served with lettuce, tomato, sour cream and cheese.
ONE - 5.75, THREE - 14.99

Tortas

Choice of meat: steak, chicken, chorizo, carnitas or al pastor. Served with lettuce, mayo, tomato, beans and avocado - 12.99

Fajita Chimichanga

Steak or chicken with onions, peppers and tomatoes wrapped in a tortilla and fried. Topped with cheese sauce and served with lettuce, pico de gallo, guacamole, sour cream, rice and beans - 18.25

Seafood Rice

Shrimp and scallops topped with cheese.
Served over a bed of rice and three tortillas - 20.99

Victors Especial

Breaded tilapia fillet and ten breaded shrimp served with rice, avocado salad and three tortillas - 20.99

Chilos Special

Steak, chicken, shrimp, chorizo over a bed of rice.
Topped with cheese sauce. Served with tortillas - 20.99

NEW! Cuco Special

Steak, chicken, shrimp, onion and jalapeños in a special red sauce served with rice, beans and guaca salad - 19.99

NEW! Alambre

Steak, chicken, chorizo with onions and jalapeños topped with cheese. Served with rice, beans and tortillas - 18.99

NEW! Chicharron

Pork skin with Roja or Verde sauce, served with rice, beans, lettuce, tomato, guacamole and tortillas - 17.99

NEW! 7 Mares

Jener buen apetito!
Seafood Soup - 24.99

APPETIZERS | GARDEN GREENS | TACOS | EL RANCHO SPECIALTY ITEMS

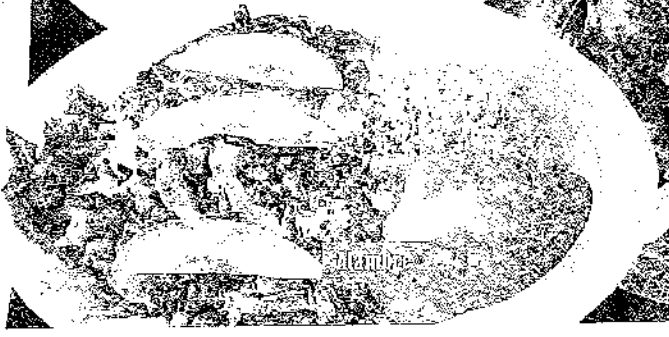


Tabla Familiar

Chicken, steak, chorizo, carnitas, cactus, grilled jalapeno and cambridge onions. Served with three servings of lettuce, guacamole, sour cream, rice, beans and tortillas. \$54.99

EL RANCHO SPECIALTY ITEMS

Steak San Jose*

Ribeye steak served with rice, beans, grilled jalapeno pepper and cambridge onions. Served with lettuce, tomato, avocado and corn or flour tortillas. \$21.50

Steak Mexicano*

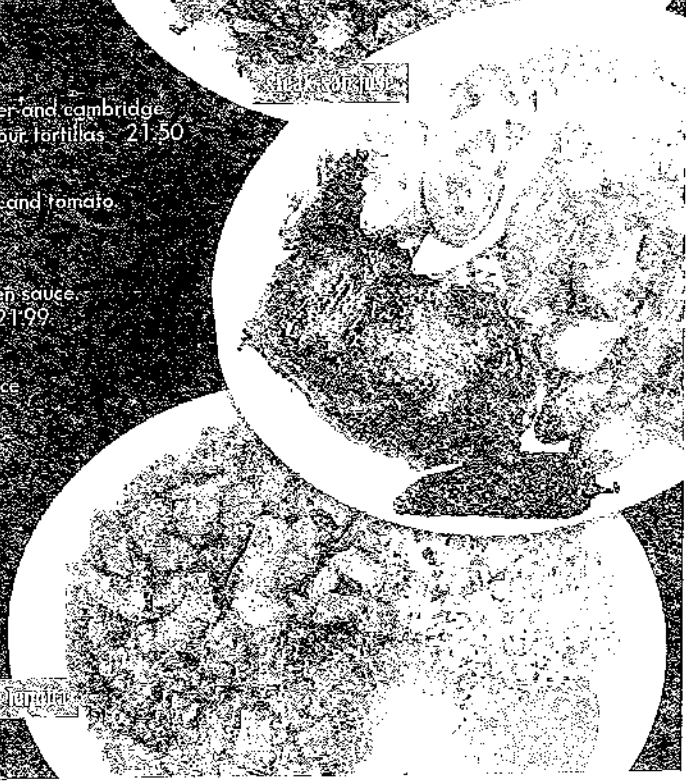
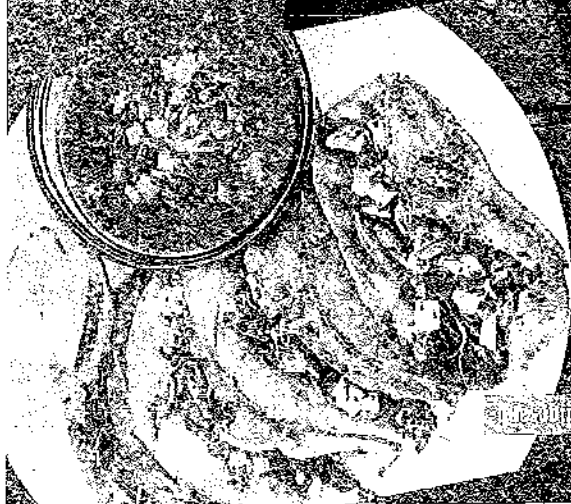
Chopped grilled steak combined with onion, green pepper and tomato. Served with rice, lettuce, tomato and avocado. \$21.50

Chile Lengua

Lengua tossed with red or green sauce. Served with rice and beans. \$21.99

Quesabirria*

Three quesabirria tacos with rice and beans. \$18.99
SINGLE \$5.99



LUNCH SPECIALS

MONDAY: Lunch Combo #2 - 9.50
Lunch Combo #3 - 9.50

TUESDAY: Lunch Combo #4 - 9.50
Lunch Combo #5 - 9.50

WEDNESDAY: Lunch Combo #6 - 9.50
Lunch Combo #7 - 9.50

THURSDAY: Lunch Combo #8 - 9.50
Lunch Combo #9 - 9.50

FRIDAY: Lunch Combo #10 - 9.50
Lunch Combo #12 - 9.50

SATURDAY: Lunch Fajitas - 11.50
Steak or Chicken

DRINK SPECIALS

MONDAY: 12-oz. House
Margarita - 5.50 (any flavor)

TUESDAY: 25% OFF House Margarita
Mexican Beer - 4.00
Domestic Beer - 3.50

WEDNESDAY: Pitcher House
Margarita - 16.99 (any flavor)

THURSDAY: 22-oz. House
Margarita - 9.99 (any flavor)

FRIDAY: 34-oz. House
Margarita - 12.50 (any flavor)

SATURDAY: Pitcher House
Margarita - 16.99 (any flavor)

SUNDAY: 25% OFF House Margarita

DINNER SPECIALS

MONDAY: Chimichanga - 14.50
Chicken or Beef
Pollo Toluca - 15.50
Combo #2 - 12.50

WEDNESDAY: Hot & Spicy Burrito - 14.50
Acapulco - 14.99
Pollo Primavera - 14.99

FRIDAY: Parrillada - 28.99
Plato Loco - 15.99
Burritos Tipicos - 14.25

SUNDAY: Combo #2 - 12.50

TUESDAY: Burritos Deluxe - 13.99
Pollo Jalisco - 15.50
Combo #2 - 12.50

THURSDAY: Nachos al Carbon - 14.99
Chile Verde - 15.50
Chino Special - 15.99

SATURDAY: Pollo Supremo - 15.50
Quesadilla Rancho - 15.50
La Mejor Burrito - 13.99



Margarita Tower

88oz. On The Rocks
Strawberry
Raspberry
Peach, Mango
Pina Colada
Watermelon
Passion Fruit
Lime or Blue

\$32.99

Special \$28.99
Monday
Friday

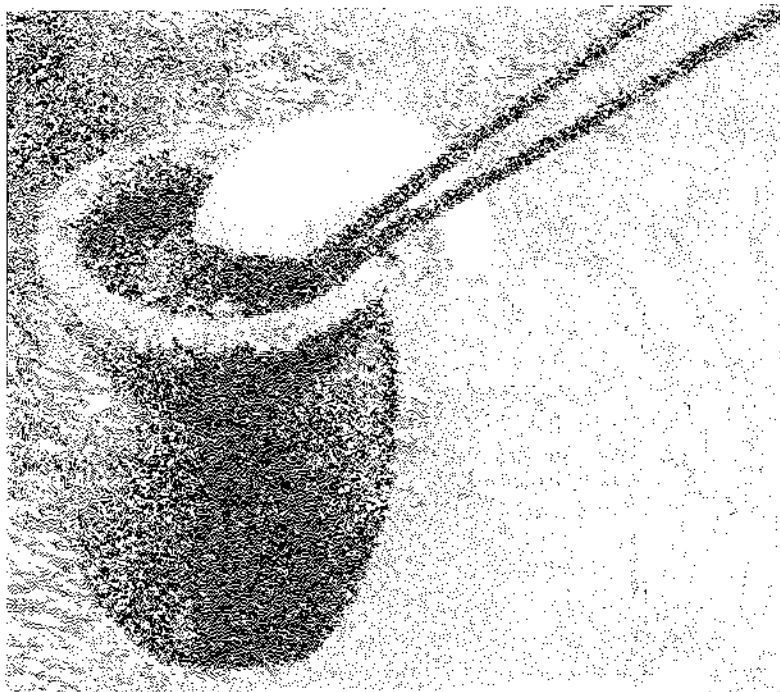
Michelada

SM. \$10.99 LG. \$16.99

Mojitos

Flavors: lime, mango,
strawberry, peach,
raspberry, guava,
pina colada

\$10.99



Single - 5.50 **Double** - 8.50

Tito's
Crown Royal

Jim Beam
Captain Morgan
Jack Daniels



Paloma
Hornitos - 8.99
Desarmador - 7.99
House Tequila
Cantarito - 8.99

IMPORT

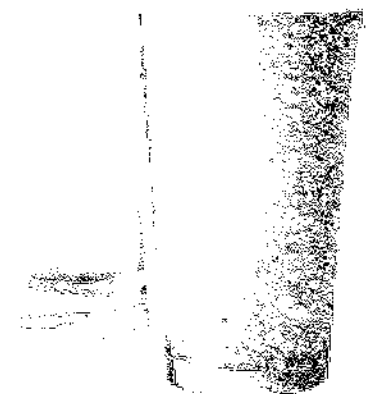
16-oz. - 4.25
32-oz. - 6.25

XX Ambar
XX Lager
Model Especial
Pacifico

DOMESTIC

16-oz. - 3.50
32-oz. - 4.99

Coors Light
Bud Light



HAPPY HOUR COCKTAILS & DRINK SPECIALS

THE BAR

We're happy to make any of your favorite cocktails

Blue Margarita

With Blue Curacao for great flavor and color!

12-oz. - 9.49 • 22-oz. - 14.49

34-oz. - 16.49 • PITCHER - 23.49

Margaritona

Our house margarita with an upside down Coronita

22-oz. - 14.49 • 34-oz. - 17.49

THE EL RANCHO ULTIMATE MARGARITA

Only the best for our guests! Jose Cuervo 1800 Tequila, Cointreau, lime juice and sweet and sour mix shaken and served on the rocks. With or without salt rim as you please

22-oz. - 14.49 • 34-oz. - 18.49 • PITCHER - 23.49

House Margaritas

A great accent to your meal! Served frozen or on the rocks.

12-oz. - 8.99 • 22-oz. - 13.49 • 34-oz. - 15.49 • PITCHER - 21.49

Try our flavored margaritas for only 1.00 more

Strawberry, raspberry, piña colada, peach or mango

Sangria Margarita

Two great tastes in one glass - tequila and sangria 22-oz. - 13.99 • 34-oz. - 17.49

DAIQUIRIS

We can mix your daiquiri in the same great flavors as our margaritas, just ask!

12-oz. - 8.25 • 22-oz. - 11.25 • 34-oz. - 13.75

COLD

Draft Import

16-oz. - 5.49

32-oz. - 9.49

Pitcher - 13.49

Domestic

16-oz. - 4.99

32-oz. - 7.99

Pitcher - 11.99

Bottled Beer

Domestic - 4.99

Import - 5.49

WINES

By the glass - 5.50

Red Wines

Sangria • Merlot

Burgundy • Cabernet Sauvignon

White Wines

Chablis • Chardonnay

Pinot Grigio • White Zinfandel

TEQUILA

8.99

Patron

Cabo Wabo

Don Julio

Chinaco

Cazadores

Don Eduardo

8.99

Corazon

Espolon

Centenario

Gorralejo

Herradura

Sauza Tres

6.99

Cuervo Gold

Jose Cuervo 1800

Sauza

Sauza Hornitos

El Jimador

SWEET STUFF

Sopapillas

A classic dessert of fried flour tortillas drizzled with honey and butter, sprinkled with cinnamon - 7.49

Churros - 7.49

Flan

An authentic Mexican dessert made fresh in our kitchen each day - 6.49

Fried Ice Cream

Cool and creamy inside, crispy outside - 7.49

A LA CARTE

Tamale (1) 3.75 (3) 9.99

Chile Relleno (1) 4.50 (3) 11.50

Enchiladas (1) 3.50 (3) 9.99

Your choice of cheese, chicken or beef

Burritos (1) 7.50 (2) 12.99

Choose fried beef, beef & bean or beef & nacho cheese

Beef Burritos (1) 5.25 (2) 9.99

Chicken Burritos (1) 5.25 (2) 9.99

Deluxe Burrito

Beef or chicken with lettuce & sour cream (1) 8.25

Hard Shell Beef or Chicken Taco (1) 2.99 (3) 8.99

Soft Chicken or Beef Taco (1) 3.75 (3) 10.99

Tostaguac

CHICKEN & BEANS (1) 4.99 (2) 8.99

BEEF & BEANS (1) 4.99 (2) 8.99

BEEF (1) 4.99 (2) 8.99

French Fries - 3.50

BEVERAGES

Coke Products

Coke, Diet Coke, Cherry Coke, Root Beer, Sprite, Mello Yello and Mr. Pibb - 3.80

Iced Tea - 3.80

Brewed Coffee - 3.80

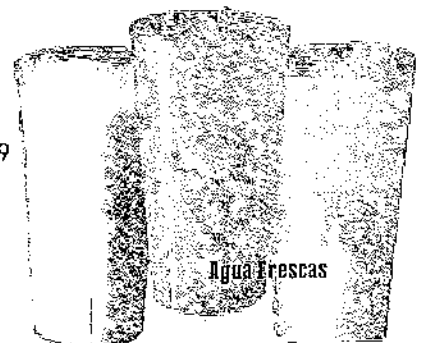
Pink Lemonade - 3.80

Agua Frescas

32oz. - 5.99 22oz. - 4.99

Milk - 3.25

Orange Juice - 3.25



TASTES OF MEXICO

Chimichanga Jalisco

Two rolled flour tortillas filled with chicken, black beans, corn, spinach, green onions and cheese. Served with guacamole salad, rice and beans - 18.49

Chimichanga Vallarta

Stuffed with chicken, steak, shrimp, spinach, and topped with cheese dip and salsa chimi churros. Served with rice, beans, guacamole salad and tomatoes - 19.49

Chimichanga Soft or Fried

Two flour tortillas deep-fried, filled with shredded beef or chicken, cheese sauce and fried beans. Topped with lettuce, guacamole, tomato and sour cream - 17.49

TRY OUR SHRIMP

CHIMICHANGA - 18.25

Chimichanga Don Rigo

A flour tortilla filled with cheese and steak or chicken cooked with onions and deep-fried. Served with beans, lettuce, sour cream and guacamole - 18.49

Seafood Filet

Scallops, shrimp and tilapia filet covered in cheese dip and served with rice, lettuce, pico de gallo and sour cream - 22.99

Acapulco

Steak or chicken grilled with onions wrapped in a flour tortilla and topped with melted cheese. Served with salad and rice - 18.49

Taquitos Mexicanos

Four crisp fried corn tortillas, two beef and two chicken, garnished with shredded lettuce, guacamole, tomatoes and sour cream - 16.49

Plato Loco

A tasteful combination plate of one chile poblano, one steak or chicken quesadilla and fried shrimp. Served with rice - 19.49

Rancho Bowl

Served in a bowl with your choice of grilled chicken, steak or pork carnitas. Served with black beans, lettuce, fresh avocado, white rice, corn, queso, sour cream and pico de gallo - 17.49 WITH SHRIMP - 19.49

taquitos mexicanos

MOLCAJETE

An authentic volcanic stone bowl filled with chicken, steak, shrimp, chorizo and nopales (Mexican cactus) topped with Queso cheese and jalapenos. Served with rice, beans, lettuce, guacamole, sour cream and tortillas - 20.99

CHICKEN CHOICES

Pollo Loco

Grilled chicken covered in cheese dip and served with rice and tortillas - 18.49

Pollo Toluca

Chorizo sausage spices up this grilled chicken breast. Offered with rice, beans & three warm tortillas - 19.49

Pollo Norteño

Grilled chicken covered with cheese dip and topped with pineapple slices and a cherry on top. Served with a guacamole salad, rice, beans, lettuce, sour cream, pico de gallo and tortillas - 19.49

Pollo Supremo

A rich and flavorful dish of chicken, onions and mushrooms simmered in a creamy white sauce. Presented with guacamole salad, rice, beans and three tortillas - 19.49

Pollo Monterrey

Marinated chicken grilled and topped with sautéed onions, mushrooms, tomatoes and bell peppers. Finished with a blanket of melted cheese. Served with rice, beans and three warm tortillas - 19.49

Pollo Rancho

An especially good dish of grilled chicken breast topped with shrimp and covered with cheese sauce. Served with rice, grilled onions and tomatoes - 19.49

Pollo Poblano

Chicken breast cooked in chile poblano and onion, covered in cheese dip and served with rice, beans and an order of tortillas - 19.49

Pollo a la Diabla

This chicken breast is fired up with our spicy diablo sauce. Served with rice, beans and three flour tortillas - 19.49

Pollo Asado

Grilled chicken breast served with rice, lettuce, sour cream, tomato and an order of tortillas - 18.49

Pollo Chipotle

Grilled chicken covered with chipotle sauce. Served with guacamole salad, rice, beans and tortillas - 19.49

Pollo Primavera

Grilled chicken sautéed together with carrots, broccoli, mushrooms and topped with nacho cheese sauce. Sided with rice and three tortillas - 17.99

Arroz con Pollo

Grilled chicken strips served over a bed of Mexican rice, creamy white sauce and three flour tortillas - 18.49

pollo guanajuato

Pollo Guanajuato

Grilled chicken breast topped with a salsa marinade. Served with rice, black beans, lettuce, tomatoes and guacamole - 19.49

Chuy Special

Grilled chicken strips served over a bed of Mexican rice, white cheese and three flour tortillas - 17.99 Add Chorizo - 20.99

Pollo Jalisco

Spinach and mushrooms atop grilled chicken strips, covered with melted cheese and offered with guacamole salad, rice and beans - 19.49

Health Advisory:

Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.

Texas Fajitas

FAJITA TIME

Indulge in one of our fajitas filled with your favorite items sizzled up with onions, tomatoes and bell peppers. We top this fabulous plate to your table with a Mexican salad of lettuce, sour cream, guacamole and pico de gallo. Includes rice, beans and warm flour tortillas. ¡Terer buen appetito!

Texas Parrilla For Two

A great appetite pleaser! A loaded platter of grilled steak, chicken breast and shrimp served up sizzling. Garnished with two Mexican salads of lettuce, guacamole, sour cream and pico de gallo. Served with rice, beans and two orders of flour tortillas. \$35.49

Fajita Chipotle

Chicken, steak, bacon, pineapple in chipotle sauce covered with shredded cheese and served with a side salad. Served with rice, beans, lettuce, sour cream, pico de gallo, guacamole and warm tortillas. \$22.49

Texas Fajitas

Steak, chicken and shrimp. \$21.49

NEW! Fajitas Papa

Steak, chicken, shrimp and baked potato. Covered with cheese. \$22.49

Fajitas Jinete

Chicken, steak, shrimp and bacon covered in string cheese and served with salad, rice, beans, lettuce, sour cream, guacamole, pico de gallo, pineapple and an order of tortillas. \$22.49

Fajita Pina

Tender strips of beef, chicken, shrimp and pineapple served in a halved pineapple, all topped with shredded cheese. WOW! \$22.49

Chicken & Steak Fajitas \$19.49 **Chicken Fajitas** \$18.49

Shrimp Fajitas \$23.49 **Steak Fajitas** \$18.49

Fajitas Cozumel

Steak, shrimp, chicken, chorizo and pineapple. \$22.49

Fajitas El Rancho

Steak, chicken, pork and chorizo. \$22.49

Tiger Shrimp & Scallops \$24.49

NEW! Seafood Fajitas

Shrimp, scallops and tilapia. \$26.49

Fajita Cozumel

Fajitas Jinete

seafood fajitas



ESPECIALIDADES EL RANCHO

Filete Pescado

Breaded tilapia filete served with rice and avocado salad. Includes three flour tortillas. \$19.49

T-Bone Steak and Shrimp

A wonderful combination of juicy T-bone with shrimp, cooked onions and mushrooms topped with cheese. Served with rice, refried beans, guacamole salad and three flour tortillas. \$24.49

Super Ranchero

A hearty meal of a tender grilled steak, fresh grilled chicken breast and ten shrimp. Served with lettuce, tomatoes, beans and rice. \$28.99

Steak or Chicken Milanesa

Breaded steak or chicken served with rice and guacamole. \$19.75

Chile Colorado

Steak chunk simmered in our special red sauce and offered with your choice of guacamole salad, tossed salad, rice, beans and three flour tortillas. \$19.49

Carnitas

A traditional dish of fried pork and rice with beans, served with your choice of guacamole salad or tossed salad and three flour tortillas. \$19.99

El Combo Special Combination

Chalupa, chile relleno, enchilada, Beef taco burrito, Mexican rice and fried beans. \$24.99

Steak Ranchero

A lean T-bone steak cooked just the way you like it and served with guacamole salad and French fries. \$19.99

Seafood Chimichanga

Stuffed with shrimp, scallops, onion, bell peppers and tomato, topped with cheese sauce. Served with lettuce, tomato, sour cream, guacamole, rice and beans. \$19.99

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Steak Ranchero

T-bone steak, half off the grill, served with guacamole salad, rice, beans, ranchero sauce and flour tortillas. \$21.49

Chino Special

Chicken, shrimp, rice and cheese sauce. \$19.49

Chiles Poblanos

Two stuffed cheese poblano pepper served with Mexican rice and beans. \$18.25

Steak Guanajuato

Steak topped with five shrimp, onions, Mexican nopales (cactus) with your choice of refried beans or black beans. \$22.99

Carne Asada

Succulent grilled beef served with guacamole salad, rice, beans and three flour tortillas. \$19.49

Chile Verde

Chunks of pork cooked in our homemade green salsa with rice, beans, guacamole salad and three tortillas. \$19.49

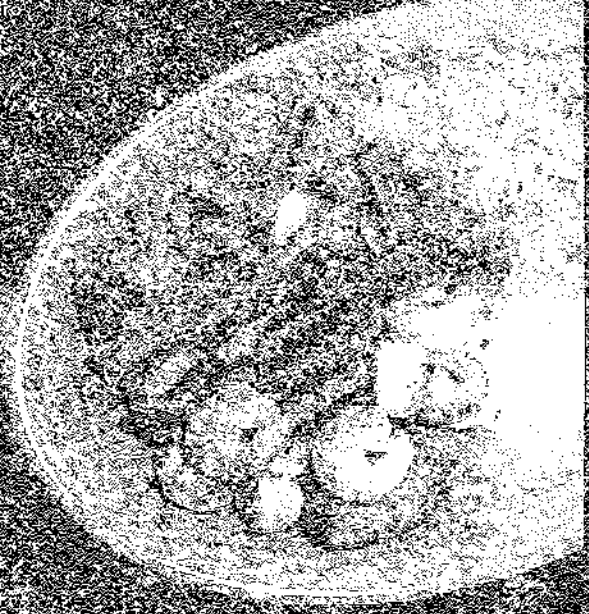
Carne Asada Vallarta

Thin cut steak topped with onions, cactus, lettuce, tomatoes and avocado. Served with rice and black beans. \$19.99

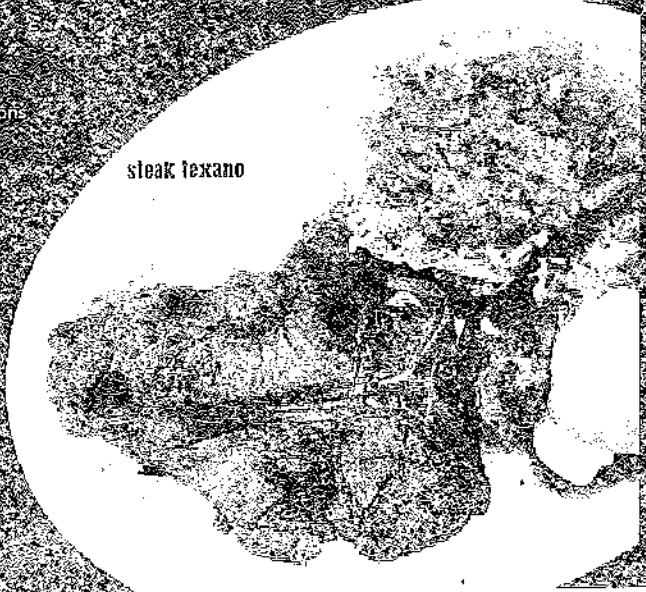
Steak Texano

T-bone with a loaded potato topped with cheese, bacon and sour cream. Served with a guacamole salad. \$21.49

steak guanajuato



steak texano



jerry's burrito

burrito texano

burrito monterrey

BURRITOS

Burritos Tipicos

Choose shredded beef or chicken and we'll roll it into two flour tortillas and smother them with nacho cheese sauce. Served with a guacamole salad and beans. \$17.49

Burrito Rodeo

A big flour tortilla wrapped in foil filled with grilled chicken, steak, shrimp, rice, beans, lettuce, sour cream and guacamole. Topped with red sauce. Served with French fries. \$18.49

Steak and Cheese Burrito

Strips of tender skirt steak rolled up, topped with cheese sauce and served with tomatillo sauce and side of rice. \$17.99

Burrito Loco

A big flour tortilla stuffed with chicken, steak, grilled onions, beans and lettuce. Served with sour cream, rice, tomatoes, green onions and cheese sauce on top. \$18.25

Burritos Roqueta

Two pork burritos smothered with green tomatillo sauce and Mexican cheese. Served with rice. \$16.99

La Mejor Burritos

Two burritos with your choice of shredded beef or shredded chicken. Served with rice and beans. \$16.49

Burritos Deluxe

One chicken and one beef with beans inside topped with lettuce, tomatoes and sour cream. \$15.99

Hot & Spicy Burrito

Flour tortilla filled with chicken, beef, beans and rice then covered with salsa ranchera, cheese and sour cream. \$16.49

ENCHILADAS

Enchilada Suizas

Three cheese enchiladas topped with pork and chile verde with rice and beans. \$17.99

Enchiladas Locas

Three enchiladas filled with chicken or steak. One topped with red sauce, one with green sauce and one with cheese sauce. \$17.99

Enchiladas de Camaron

Three shrimp enchiladas cooked with vegetables, rice and beans topped with white cheese. \$17.99

NEW! Enchiladas Rojas

Three beef enchiladas topped with red sauce. Served with rice and beans. \$16.50

NEW! Burrito Monterrey

Filled with steak, chicken, shrimp, chorizo, rice and beans. Topped with green sauce, cheese dip and red sauce. \$18.99

NEW! Burrito Texano

Filled with steak, chicken, shrimp, cheese, rice and beans. Served with lettuce, tomato and sour cream. \$18.99

Pablos Burrito

Filled with chicken, steak, chorizo, onions, beans and lettuce. Served with sour cream, guacamole, pico de gallo and green tomatillo sauce. \$17.99

Burrito Rancho

Choose steak or chicken and we'll add grilled onions, peppers and tomatoes topped with red sauce. Served with a crisp taco filled with lettuce, guacamole and pico de gallo. \$17.49

Burrito Jalisco

Filled with grilled chicken, steak, shrimp, onions and beans. Topped with chorizo, pineapple and melted cheese. \$18.25

Burrito Verde

A burrito with steak, sautéed onions and tomatoes. Topped with green chile sauce, cheese sauce, lettuce and sour cream. Served with rice and beans. \$17.49

Burritos Mexicanos

Two burritos stuffed with beans and shredded beef or chicken with red sauce, smothered with cheese and red sauce. Served with lettuce, tomato, guacamole and sour cream. \$16.49

NEW! Jerry's Burrito

Filled with grilled chicken, steak, chorizo, shrimp, french fries, pico de gallo, sour cream, guacamole and lettuce, topped with a special salsa. \$23.99

QUESADILLAS

Quesadilla Verde

Our stuffed cheese quesadilla with grilled chicken or steak served hot with chopped lettuce, diced tomatoes, sour cream, homemade guacamole, rice and beans. \$17.99

NEW! Seafood Quesadilla

Scallops, shrimp, peppers, onions and tomatoes, topped with cheese sauce. Served with rice, lettuce, sour cream and tomatoes. \$20.99

Quesadilla Rancho

A big grilled tortilla stuffed with chicken, chorizo and onions, served with rice and guacamole. \$18.99

Quesadilla de Fajitas

Pick your favorite chicken or steak fajitas stuffed into two grilled flour tortillas. Served with rice and beans. \$17.99

Quesadilla Rellena

Filled with your choice of ground beef, shredded beef or chicken, grilled and served with shredded lettuce, diced tomatoes, sour cream and our supreme sauce. Includes rice or beans. \$15.49

Grilled Quesadilla

Steak or Chicken
ONE 7.99 TWO 14.50

Ground Beef Quesadilla

ONE 5.50 TWO 10.99

Chorizo Quesadilla

ONE 6.50 TWO 12.99

Mushroom Quesadilla

ONE 4.50 TWO 7.99

Shredded Chicken Quesadilla

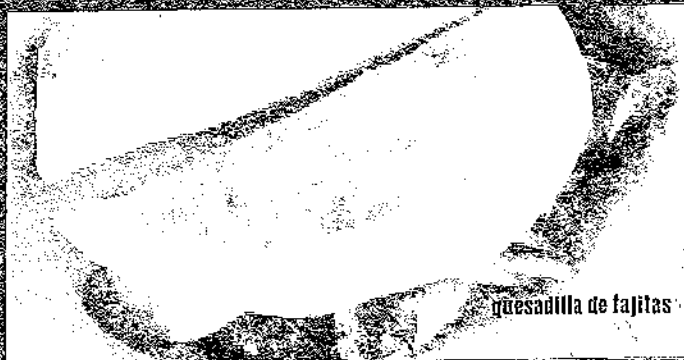
ONE 5.50 TWO 10.99

Spinach Quesadilla

ONE 4.50 TWO 7.99

Cheese Quesadilla

ONE 3.75 TWO 7.50



quesadilla de fajitas

Enchilada Tipicas

A Mexican feast of five different enchiladas, one each of beef, chicken, shredded beef, bean and cheese. All topped with our El Maya sauce and cheese. Garnished with lettuce, tomatoes and sour cream. \$17.49

Enchiladas Jalisco

Three enchiladas filled with grilled chicken, steak, shrimp, onions and beans topped with chorizo, pineapple and melted cheese. \$17.99

Enchiladas Rancheras Trio

A big plate of enchiladas, one cheese, one chicken and one bean, all topped with shredded cheese and red sauce. Served with a salad, guacamole, sour cream and your choice of rice or beans. \$16.99

Enchiladas Verde

Our special homemade green sauce tops these three delicious chicken enchiladas served with rice and beans. \$16.99



camarones al mojo de ajo

coctel de camaron

SHRIMP

Camaron Supremo

A tantalizing dish of shrimp, mushrooms and onions simmered in a creamy white sauce. Served with guacamole salad, rice, beans and three flour tortillas. Served with red sauce on the side - 20.99

Camarones Chipotle

Shrimp with onions and chipotle sauce. Served with rice, beans, lettuce, sour cream and tomatoes with tortillas - 20.99

Camarones a la Diabla

Our spicy sauce gives these shrimp their special flavor. With rice, beans and three flour tortillas - 20.49

Camaron al Mojo de Ajo

Juicy jumbo shrimp sautéed with garlic, onions and served with rice, lettuce, avocado slices and pico de gallo - 20.49

Quesadilla de Camaron

Two grilled tortillas filled with shrimp - 18.25

Coctel de Camaron

Almost too pretty to eat! Chilled shrimp swimming in a super 22-oz. glass of our special cocktail sauce accented with avocado and pico de gallo - 20.49

Grilled Shrimp

A bountiful plateful of grilled shrimp topped with cheese and served with rice - 19.49

Burrito Marino

Burrito filled with shrimp, grilled onions, peppers and tomatoes. Offered with a crisp taco shell stuffed with lettuce, guacamole and pico de gallo - 18.49

Majarro Frita

Grilled fish served with rice, lettuce, tomato and avocado - 19.49

CREATE YOUR OWN COMBO

All items include cheese. Served with rice and beans

DELUXE: Includes lettuce, sour cream and tomato - 1.50 extra

Combo #1

Choose one item - 12.99

Combo #2

Choose two items - 15.50

Items

ENCHILADA | TAMALES | BURRITO | CHILE POBLANO
TOSTADA | CHALUPA | QUESADILLA | TACO

VEGGIE PLATES

- A. BEAN BURRITO, CHEESE ENCHILADA & ONE CHALUPA - 13.99
- B. ONE CHALUPA, ONE CHEESE ENCHILADA AND RICE - 13.99
- C. BEAN BURRITO, ONE QUESADILLA & ONE CHALUPA - 13.99
- D. ONE CHALUPA, ONE BEAN BURRITO AND RICE - 13.99
- E. ONE BEAN BURRITO WITH NACHO SAUCE, ONE ENCHILADA AND ONE QUESADILLA - 13.99
- F. CHEESE & MUSHROOM QUESADILLA, SALAD & RICE - 13.99
- G. CHILE POBLANO, SPINACH QUESADILLA & RICE - 13.99
- H. VEGETABLE FAJITAS

A healthy mix of mushrooms, bell peppers, green onions, tomatoes, carrots, broccoli and cauliflower. Served with beans and three warm tortillas - 15.99

THE EXTRAS

- Pico de Gallo - 1.25
- Rice - 2.99
- Refried Beans - 2.99
- Tomatoes - 1.25
- Three Corn or Flour Tortillas - 1.25
- Lettuce - .99
- Chile Toreados - 1.99
- Agua - 2.99
- Sour Cream - 1.25
- Rice & Beans - 5.50

Health Advisory:

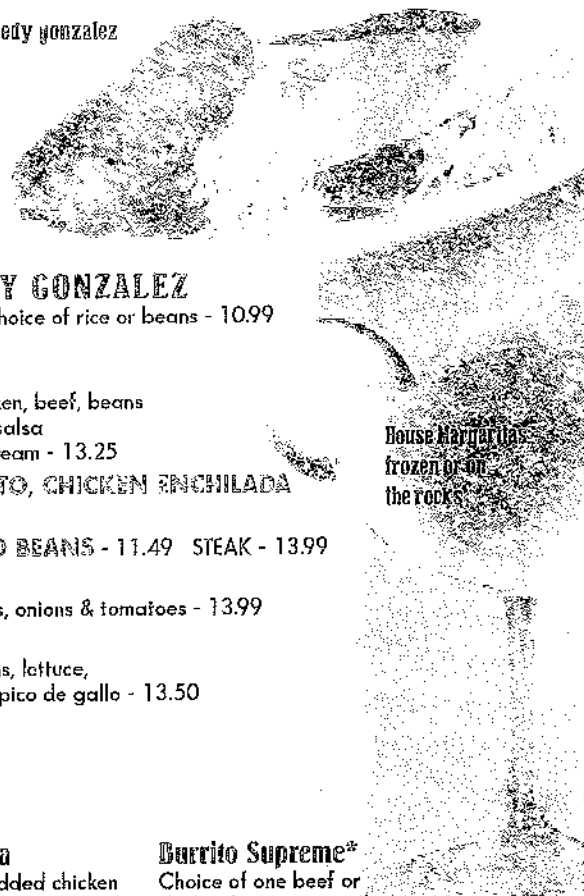
Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness.

BURRITOS | QUESADILLAS | ENCHILADAS | SHRIMP | VEGETARIAN | COMBINATIONS | EXTRAS

LUNCHTIME

Served Monday thru Friday
11:00 a.m. to 3:00 p.m.
Saturday 11:30 a.m. to 3:00 p.m.

speedy gonzalez



LUNCH SPECIALS

1. CHILE RELLENO, TACO, GUACAMOLE SALAD & BEANS - 11.49
2. BEEF BURRITO, RICE & BEANS - 11.49
3. ENCHILADA, RICE & BEANS - 11.49
4. CHILE RELLENO, TACO, RICE & BEANS - 11.49
5. BURRITO, TACO & RICE - 11.49
6. FRIED BURRITO, RICE & BEANS - 11.49
7. BURRITO, ENCHILADA & TAMALES - 11.49
8. BURRITO, ENCHILADA AND YOUR CHOICE OF RICE OR BEANS - 11.49
9. ENCHILADA, CHALUPA & A QUESADILLA - 11.49
10. GROUND BEEF OR CHICKEN QUESADILLA, RICE AND BEANS - 11.49

SPEEDY GONZALEZ

Taco, enchilada & choice of rice or beans - 10.99

11. HOT & SPICY BURRITO
Flour tortilla filled with chicken, beef, beans and rice, then covered with salsa ranchera, cheese and sour cream - 13.25
12. SHREDDED BEEF BURRITO, CHICKEN ENCHILADA & A BEEF TACO - 11.49
13. TWO TACOS, RICE AND BEANS - 11.49 STEAK - 13.99
14. QUESADILLA GRANDE
Beef or chicken, bell peppers, onions & tomatoes - 13.99
15. TAQUITO MEXICANO
Two taquitos with rice, beans, lettuce, sour cream, guacamole and pico de gallo - 13.50

House Margaritas
frozen or on
the rocks

COMIDA ESPECIALIDAD

Lunch Fajitas*

Pick chicken or steak and we'll sizzle it up with bell peppers, tomatoes and onions. Served with lettuce, guacamole, sour cream, pico de gallo, rice, beans and flour tortillas - 14.49

Pollo Norteño

Grilled chicken covered with cheese dip and topped with pineapple slices and a cherry on top. Served with a guacamole salad, rice, beans, lettuce, sour cream, pico de gallo and tortillas - 14.49

Pollo Poblano

Chicken breast cooked in chile poblano and onion, covered in cheese dip. Served with rice, beans and tortillas - 14.49

Shrimp Fajita

Taco Salad

A crisp tortilla shell filled with lettuce, topped with grilled shrimp with onions, tomatoes and peppers. Finished with shredded cheese, guacamole and sour cream - 14.25

Shrimp Delight

Golden fried shrimp served with lettuce, rice and pico de gallo - 14.99

Burrito Marino

Burrito filled with shrimp, grilled onions, peppers and tomatoes. Offered with a crisp taco shell stuffed with lettuce, guacamole and pico de gallo - 13.99

Lunch Shrimp Fajitas

Sizzled with bell peppers, green onions, tomatoes, salad, beans and flour tortillas - 15.99

Acapulco

Steak* or chicken grilled with onions wrapped in a flour tortilla and topped with melted cheese. Served with salad and rice - 12.99

Burro la Roqueta

Tender pork and our green tomatillo sauce gives this burrito its great taste. Topped with cheese, served with rice - 12.75

Huevos Rancheros*

Two farm fresh eggs drizzled with ranchero sauce and served with rice, beans and corn tortillas - 11.75

Huevos con Chorizo*

A flavorful dish of two eggs scrambled with chorizo and plated with beans and three tortillas - 11.75

Lunch Chimichanga

Shredded beef or shredded chicken and refried beans rolled into a flour tortilla, served soft or deep fried. Topped with lettuce, guacamole, tomatoes and sour cream - 12.49

Chuy Special

Grilled chicken strips served over a bed of Mexican rice. Served with white cheese and three flour tortillas - 14.99
Add Chorizo + 3.00

SOUPS

Tortilla Soup

Chicken, rice, pico de gallo, tortilla chips - 8.99

NIÑOS

For our little guests under 12 years

Kids' Drink - 2.99

Mexican Pizza - 8.75

Sincronizada

Ham & cheese quesadilla with French fries - 8.75

Chicken Tenders & Fries - 8.75

Quesadilla

With rice & beans - 8.75

Taco

With rice & beans - 8.75

Burrito Supreme*

Choice of one beef or chicken burrito topped with lettuce, tomatoes and sour cream. Served with rice and beans - 11.75

Huevos Mexicanos*

Two fresh eggs scrambled with tomatoes, onions and jalapeños. Served with rice, beans and tortillas - 11.75

Breaded Shrimp & Fries - 8.75

One Taco

& One Burrito - 8.75

Taco & Enchilada - 8.75

Enchilada

With rice and beans - 8.75

Beef Tostada

& Bean Enchilada - 8.75

Health Advisory:

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Letter of Recommendation

City of Zeeland
DEC 17 2025
Received

October 16th, 2025

It is my pleasure to write this letter of recommendation for Mr. Martín Bernal. I have had the opportunity to know him for several years and have witnessed his professionalism, dedication, and passion for business.

Mr. Bernal is an accomplished entrepreneur with extensive experience in the restaurant industry. Over the years, he has successfully opened and managed multiple establishments, all of which have achieved great success. His understanding of business operations, financial planning, and customer satisfaction is exceptional, and he consistently demonstrates the ability to lead with vision and integrity.

Beyond his professional achievements, Mr. Bernal is a person of strong character and values. He treats his employees and customers with respect and fairness, and his leadership has made a positive impact on many people around him.

I am confident that Mr. Bernal will continue to excel in any future endeavors. He is a hardworking, trustworthy, and highly capable individual who contributes positively to his community and to the business environment wherever he goes.

Sincerely,



Sincerely,

Maria Marquez



City of Zeeland

DEC 17 2025

Received

Letter of Recommendation



October 16th, 2025

To Whom It May Concern,

It is my pleasure to write this letter of recommendation for Mr. Martín Bernal. I have had the opportunity to know and work with Mr. Bernal for several years and have consistently been impressed by his professionalism, integrity, and strong business acumen.

Mr. Bernal has built a successful career in the restaurant industry, opening and managing multiple establishments that have become local favorites. His ability to plan, execute, and sustain profitable operations demonstrates not only his experience but also his dedication and long-term vision. He has a deep understanding of what it takes to build and grow a business—from financial planning and team management to delivering excellent customer service.

In addition to his entrepreneurial skills, Mr. Bernal is a community-oriented individual who treats his employees and customers with respect and fairness. He embodies the qualities of a responsible and ethical business owner.

I have no doubt that Mr. Bernal will continue to demonstrate the same level of excellence and responsibility with every new venture.

A handwritten signature in cursive script, appearing to read "Ernesto Lopez".

Sincerely,

Ernesto Lopez

Broker/CEO

UBeHome Real Estate



12659 Riley St. Suite 30, Holland, MI

49424

City of Zeeland

DEC 17 2025

Received

Letter of Recommendation



October 16th, 2025

To Whom It May Concern,

My name is Renee Reyes, and I am a Realtor with UBeHome Real Estate. I am honored to write this letter of recommendation for Mr. Martin Bernal, whom I have known as a respected business owner and active member of our community.

Mr. Bernal is an experienced and dedicated entrepreneur with a remarkable record of success in the restaurant industry. He understands every aspect of running a business—from planning and budgeting to leadership and customer service. His restaurants are not only financially successful but also known for their welcoming atmosphere and strong community presence.

What stands out most about Mr. Bernal is his professionalism and the respect he shows toward his employees and clients. He leads by example, emphasizing teamwork, consistency, and integrity in everything he does.

I am confident that Mr. Bernal will continue to achieve great success in any future endeavors he pursues. He is a reliable, goal-driven professional whose work ethic and vision inspire those around him.

A handwritten signature in black ink, appearing to read "Renee Reyes". The signature is stylized with a large, sweeping initial "R" and a long horizontal line extending to the right.

Sincerely,

Renee Reyes

Realtor | UBeHome Real Estate

📞 [Redacted]

✉️ [Redacted]

📍 12659 Riley St. Suite 30, Holland, MI

49424

Ms. Kristi DeVerney
Zeeland City Clerk
City Clerk's Department
21 South Elm Street
Zeeland, MI 49464

City of Zeeland

DEC 17 2025

Received

RE: **Zeeland City Application – Applicant's History of Business Activity**
Applicant: El Rancho, Inc. #8
Address: 17 E. Main Ave., Zeeland, MI 49464 (City of Zeeland/Ottawa Co.)

Dear Ms. DeVerney:

This document serves as a supplement to the Zeeland City Application and is intended to disclose to the City the Applicant's, or its Members', history of business activity.

Below are a list of El Rancho, Inc. #8 Members and their business and financial history:

- Alfredo Melendez Aguirre currently owns nine restaurants in the State of Michigan and generates millions of dollars in annual sales.
- Martin Bernal De La Paz currently owns sixteen restaurants in the State of Michigan and generates millions of dollars in annual sales.
- Antonio Bernal De La Paz owns two restaurants in the State of Michigan and generates hundreds of thousands of dollars in annual sales.
- Victor Manuel Bernal De La Paz owns four restaurants in the State of Michigan and generates hundreds of thousands of dollars in annual sales.

Thank you,
El Rancho, Inc. #8

CITY OF ZEELAND**BUILDING PERMIT**

PERMIT #: PB250103

Building Department
21 S. Elm St., Zeeland, MI 49464Phone: (616) 772-0872
Fax: (616) 772-0880**APPLIED:**
08/29/2025**ISSUED:**
10/16/2025**EXPIRES:**
04/14/2026**LOCATION**

70-17-18-356-059

3 E MAIN AVE

ZEELAND MI 49464-1701

OWNER

17 EAST MAIN

16 S ELM ST

ZEELAND MI 49464

City of Zeeland

DEC 17 2025

Received

APPLICANT

LYNNE BLONDELL (616) 286 7954

PLEASE CALL (616) 772-0872
(BUILDING & ZONING DEPARTMENT)

24 HOURS IN ADVANCE FOR AN INSPECTION

CONTRACTOR

MIDWEST CONSTRUCTION GROUP, INC

16 S ELM

P (616) 286 7954

ZEELAND MI 49464

F (616) 772 6073

C (616) 502 5300

DIRECTIONS: NE CORNER OF STATE AND MAIN**ZONING:** C-2, ON, OFF**WORK DESCRIPTION:** ADDITION**BUILDING IS TO BE** 0 'WIDE BY 0 'LONG 0 'HIGH**AND SHALL CONFORM TO CONSTRUCTION TYPE:****USE GROUP:****DWELLING UNITS** 0**REMARKS:**

3,755 SQ FT BUILD OUT OF RESTAURANT. INCLUDES NEW RESTROOMS, DINING AREA, AND KITCHEN

CONSTRUCTION VALUE: \$300,000 **CODE:** MBC 2015/MRC 2015

This permit conveys no right to occupy any street, alley or sidewalk or any part thereof, either temporarily or permanently. Encroachments on public property, not specifically permitted under the building code, must be approved by the jurisdiction. Street or alley grades as well as depth and location of public sewers may be obtained from the department of public works. The issuance of this permit does not release the applicant from the conditions of any applicable subdivision restrictions.

FOR INSPECTIONS

Work shall not proceed until the inspector has approved the various stages of construction. Inspections must be arranged by phone or in person.

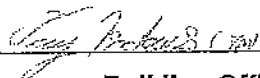
CALL:

Electrical - Gord Bosch - 616.772.0872
Building - Ron Johnston - 616.772.0872
Mechanical - Randy Glass - 616.772.0872
Plumbing - Randy Glass - 616.772.0872

Section 23a of the State Construction Act of 1972, Act No 230 of the Public Acts of 1972, being Section 125.1623a of the Michigan Compiled Law's prohibits a person from conspiring to circumvent the licensing requirements of this state relating to persons who are to perform work on a residential structure. Violations of Section 23a are subject to civil fines.

Fee Total:

\$2,558

**Building Official**

Balance Due:

\$2,558



Michigan Department of Licensing and Regulatory Affairs
Liquor Control Commission (MLCC)
Constitution Hall - 525 W. Allegan, Lansing, MI 48933
Mailing Address: PO Box 30005, Lansing, MI 48909
Toll Free (866) 813-0011 • www.michigan.gov/lcc
Email: mlccservertraining@michigan.gov
Fax: (517) 763-0056

City of Zeeland

DEC 17 2025

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SERVER TRAINING CERTIFICATION

An applicant for a new on-premises license or transfer of more than 50% interest in an existing on-premises license must file with the MLCC proof of server training certification for at least supervisory personnel within 180 days of the issuance of the license if that is a condition imposed through the approval order. As a continuing requirement, the on-premises licensee must employ trained supervisory personnel on each shift and during all hours in which alcoholic liquor is served who have been trained through an approved server training program under MCL 436.1906. Failure to provide Server Training Certification may result in fines, suspension, or revocation of the license.

LICENSEE NAME AND BUSINESS ADDRESS: EL JINETE #1, LLC. 1023 E Pickard St Mount Pleasant, MI 48858-1062	REQUEST ID: RQ-2111-19416
--	----------------------------------

The undersigned certifies that the supervisory personnel listed below have successfully completed an approved server training program under MCL 436.1906.*

Name:	Date of Birth:
MIGUEL BERNAL- COBO	
JOSE BERNAL- COBO	
ZAIRE GARCIA	

Attach additional sheets if necessary.

***Required Attachments:** A copy of the server training certification card issued by the authorized administrator of the server training program **must** be attached. Copies of current and unexpired training certification cards for those supervisory personnel listed above and any other supervisory personnel employed after the submission of this documentation must be kept on the licensed premises at all times.

Hours alcoholic beverages are normally served (Example: 9:00 a.m. to 2:00 a.m.)						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
11am - 9pm	11am - 10pm	11am - 10pm	11am - 10pm	11am - 10pm	11am - 10:30 pm	11am - 10:30 pm

The undersigned certifies this Server Training Certification complies with the provisions of MCL 436.1501(1) and MCL 436.1906.	Date: 08/03/2022	Telephone No.: [REDACTED]
Licensee Authorized Signature: <i>MARTIN BERNAL</i>	Type or Print Licensee Name: MARTIN BERNAL	
LC-1886 (Rev. 06/2014) AUTHORITY: MCL 436.1501(1), 436.1906 COMPLETION: Mandatory PENALTY: Fines, suspension, or revocation of license	LARA is an equal opportunity employer/program. Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.	



STATE OF MICHIGAN
CSCL/CD- 500 - ARTICLES OF INCORPORATION
DOMESTIC PROFIT CORPORATION City of Zeeland

DEC 17 2025

Received

Corporations Division Administrator

FILED

Entity #: 900056399

Filed Date: 7/23/2025

Articles of Incorporation

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned executes the following Articles:

Article I - Michigan Profit Corporation Name

Michigan Profit Corporation Name

EL RANCHO, INC #8

Article II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which a corporation may be formed under the Business Corporation Act of Michigan. Full Service Restaurant

Article III

Indicate the total number of shares which the corporation has authority to issue. Please see the Processing Information tab for fee structure for total authorized shares.

Common Shares 1000

Preferred Shares

Total Shares 1000

Article IV

The name of the resident agent at the registered office is:

Full Name

MARTIN BERNAL

The street address of the location of the registered office is:

Street Address

17 E MAIN AVE
ZEELAND, MI 49464

☒ I certify the above individual/company has agreed to serve as the Resident Agent for service of process for this entity.

Article V

The name and address of the incorporator/incorporators is/are as follows:

Name of individual or organization	Address
MARTIN BERNAL	4976 144TH AVE HOLLAND, MI 49424
VICTOR MANUEL BERNAL DE LA PAZ	1030 N BROOKRIDGE RD LUDINGTON, MI 49431
ANTONIO BERNAL	2759 JACKLYN CT HOLLAND, MI 49424
ALFREDO MELENDEZ	4292 W 186TH ST SHERIDAN, IN 46069

Article VI - (Optional, leave unchecked if not applicable)

- ☐ When a compromise or arrangement or plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or an application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement of the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

City of Zeeland

DEC 17 2025

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**BYLAWS
OF**

EL RANCHO, INC #8

**ARTICLE I
SHAREHOLDERS**

1. Annual Meeting

A meeting of the shareholders shall be held annually of the election of directors and the transaction of other business on such date in each year as many be determine by the board of directors, but in no event later than 100 days after the anniversary of the date of incorporation of the Corporation.

2. Place of Meetings

Meetings of the shareholders shall be held at the principal office of the Corporation.

3. Notice of Meetings

Notice of meeting of the shareholders shall be giving in writing and shall state the place, date and hour of the meeting and the purpose or purposes for which the meeting is called.

4. Inspectors of Election

The Board of Directors, in advance of any shareholders meeting, may appoint one or more inspectors to act at the meeting or any adjournment thereof. If inspectors are not so appointed, the person presiding at a shareholders meeting may, and on the request of any shareholder entitled to vote thereat shall, appointment in advance of the meeting by the Board or at the meeting by the person presiding thereat. Each inspector, before entering upon the discharge of his duties, shall take and sign an oath faithfully to execute the duties of such inspectors at such meeting with strict impartiality and according to the best of his ability.

5. List of Shareholders at Meetings

A list of the shareholders shall be produce at any meeting of the shareholders upon the request thereat or prior thereto of any shareholder. If the right to vote at any meeting is challenged, the inspectors of election, or the person presiding thereat, shall require such list of the shareholders to be produced as evidence of the right of the persons challenged to vote at such meeting, and all persons who appear from such list to be shareholders entitled to vote thereat may vote at such meeting.

6. Qualification of Voters

Unless otherwise provided in the Certificate of Incorporation, every shareholder of record shall be entitled at every meeting of the shareholders to one vote for every share standing in its name on the record of the shareholders.

ARTICLE II

BOARD OF DIRECTORS

1. Power of Board and Qualifications of Directors

The business of the Corporation shall be managed by the Board of Directors. Each director shall be at least eighteen years of age.

2. Resignations

Any director of the Corporation may resign at any time by giving written notice to the Board of Director or to the President or to the Secretary of the Corporation.

3. Removal of Directors

Any one or more of the Directors may be removed for cause by action of the Board of Directors. Any or all of the directors may be removed with or without cause by vote of the shareholders.

ARTICLE III

OFFICERS

1. Election of Officers

The Board of Directors, as soon as many be practical after the annual election of directors, shall elect a President, a Secretary, and Treasurer, and from the time to time may elect or appoint such other officers as it may determine. Any two or more offices may be held by the same person. The Board of Directors may also elect one or more Voce President, Assistant Secretary and Assistant Treasurers.

2. Compensation

The salaries of all officers and agents of the Corporation shall be fixed by the Board of Directors.

ARTICLE IV

CERTIFICATES AND TRANSFERS OF SHARES

1. Transfers of Shares

Shares of the Corporation shall be transferable on the record of shareholders upon presentment to the Corporation of a transfer agent of a certificate or certificates representing the shares requested to be transferred, with proper endorsement on the certificate or on a separate accompanying document, together with such evidence of the payment of transfer taxes and compliance with other provisions of laws as the Corporation or its transfer agent may require.

ARTICLE V
OTHER MATTERS

1. Fiscal Year

The fiscal year of the Corporation shall be the twelve months ending December 31st, or such other period as may be fixed by the Board of Directors.

2. Amendments

Bylaws of the Corporation may be adopted, amended, or replaced by vote of the holders of the shares at the time entitled to vote in the election of any directors. Bylaws may also be adopted, amended, or repealed by the Board of Directors, but any bylaws adopted by the Board may be amended or repealed by the shareholders entitled to vote as herein above provided.

Date:09/05/2025

Signed Alfredo Melendez

Alfredo Melendez

40% Owner- President

Signed Martin Bernal

Martin Bernal

20% Owner- Vice President

Signed Antonio de Jesus Bernal de la Paz

Antonio de Jesus Bernal de la Paz

20% Owner- Treasurer

Signed Victor Bernal

Victor Manuel Bernal de la Paz

20% Owner- Secretary

City of Zeeland

DEC 17 2025

Received

RETAIL LEASE - TRIPLE NET

THIS LEASE has been made and entered into as of July 1, 2025 ("Effective Date"), by and between 17 EAST MAIN, LLC, a Michigan Limited Liability Company, ("Landlord") and El Rancho, Inc. #8 ("Tenant").

WITNESSETH:

In consideration of the mutual undertakings herein contained, and intending to be legally bound, Landlord and Tenant agree as follows:

ARTICLE 1

Definitions

1.1 Definitions. When used in this Lease, the following defined terms shall carry the definitions which follow them, unless the context clearly indicates to the contrary:

A. "Commencement Date" means the date on which Landlord delivers possession of the Premises to Tenant in the condition required herein.

B. "Common Areas" means all portions of the Project available for common use and not intended to be leased, such as parking areas and sidewalks.

C. "Lease Year" means the 12-month period beginning on Commencement Date of each year and ending each year on the day before the anniversary date of the Commencement Date.

D. "Operating Costs" means the aggregate of all direct and indirect costs of owning, operating, administering, maintaining, repairing, replacing, and improving the Project; provided, however, that each of the following shall be excluded from Operating Costs: (1) the original costs of constructing the building in which the Premises are located ("Building"); (2) the cost of any capital improvement, addition or replacement to the Building (or reserves therefor); (3) expenses for which the Landlord is or will be reimbursed by another source (excluding Tenant reimbursement for operating expenses), including but not limited to repair or replacement of any item covered by warranty; (4) costs incurred to benefit (or as a result of) a specific tenant or items and services selectively supplied to any specific tenant; (5) depreciation and amortization of the Building or financing costs, including interest and principal amortization of debts; (6) costs of improving or renovating space for a tenant or space vacated by a tenant; (7) any amounts expended by Landlord to comply with any environmental laws; (8) costs

to correct original or latent defects in the design, construction or equipment of the Building; (9) expenses paid directly by any tenant for any reason (such as excessive utility use); (10) any expenses incurred (i) to comply with any governmental regulations and rules or any court order, decree or judgment including, without limitation, the Americans with Disabilities Act; or (ii) as a result of Landlord's alleged violation of or failure to comply with any governmental regulations and rules or any court order, decree or judgment; (11) leasing commissions, advertising expenses and other costs incurred in leasing or procuring new tenants; (12) rental on ground leases or other underlying leases; (13) attorneys' fees, accounting fees and expenditures incurred in connection with tax contests or negotiations, disputes and claims of other tenants or occupants of the Building or with other third parties except as specifically provided in the Lease; (14) management fees in excess of 5% of Base Rent for the Project over the same period of time; (15) amounts billed (directly or indirectly) for Landlord's employee salaries; (16) costs and expenses which are expressly stated herein to be borne by Landlord.

E. "Premises" means that space in the Project shown outlined on Exhibit A attached hereto and located at 3424 Chicago Drive, Suite 100, Hudsonville MI 49426. The Premises contains approximately 4,170 gross square feet, which includes 3,755 square feet of usable space and 415 square feet of common area.

F. "Project" means the Property and all improvements and installations located or to be located thereon, as the same may be modified, altered, expanded or reduced from time to time.

G. "Property" means the real estate described on Exhibit B hereto.

H. "Rent" means Base Rent, Additional Rent and all other amounts or charges payable by Tenant under any provision of this Lease, all of which shall be deemed payable by Tenant in consideration of the demise of the Premises.

I. "Rent Commencement Date" means the earlier of the date that is 90 days after the Commencement Date or the date that is 30 days after the date on which Tenant opens for business.

J. "Taxes" means all real estate taxes and assessments (general or special) of every kind and nature and other or similar charges levied or billed by any governmental unit during the Term in respect of the Project or the Premises, or both, or any part thereof; provided, however, that in the case of special assessments payable in installments, only current installments shall be included in the definition of Taxes for any one calendar year. Landlord makes no representation as to whether Taxes are paid in advance or in arrears and, for the purposes of this Lease, only

refers to levied or billed date. Taxes shall also include any governmental charge levied in lieu of all or any part of the foregoing. A majority of tenants at the Project may, at their sole cost and expense, contest Taxes with the assessing governmental authority. Notwithstanding the foregoing, however, the term "Taxes" expressly excludes any income taxes of the Landlord and any penalties or fees resulting from the late payment of Taxes.

K. "Tenant's Pro Rata Share" means 44.13%, which has been calculated based on the ratio of square footage within the Premises to the square footage of the first floor of the Project. Tenant's pro rata share of the entire building is 14.71%.

1.2 Gender; Singular and Plural. Whenever in this Lease words, including pronouns, are used in the masculine, they shall be read in the feminine or neuter whenever they would so apply and vice versa, and words in this Lease that are singular shall be read as plural whenever the latter would so apply and vice versa.

ARTICLE 2

Demise of Premises; Possession

2.1 Demise of Premises; Term; Renewal

(a) Landlord leases the Premises to Tenant, and Tenant hires the Premises from Landlord, on the terms and subject to the conditions contained herein, for a term of ten (10) years, beginning on the Commencement Date and ending on October 15, 2035 (the "Termination Date"), unless sooner terminated as provided herein (the "Term").

(b) Provided that no un-cured default by the Tenant shall have occurred hereunder, Tenant shall have the option to renew the Lease for three (3) additional terms of five (5) years each (each, a "Renewal Term"). Tenant shall exercise its option by notifying Landlord in writing no more than 270 days and no less than 180 days prior to the expiration of the initial lease Term or then applicable Renewal Term, as the case may be. The Base Rent for the first Lease Year of the first Renewal Term shall be equal to the Base Rent for the last Lease Year of the initial lease Term, increased by 2.5%. Thereafter, Base Rent for each subsequent Lease Year shall be adjusted upward annually by two and a half percent (2.5%). The other terms and conditions of this lease that are in effect during the last month of the initial lease Term shall remain in full force and effect during any such renewal term, except that this lease shall not be further renewed except as set forth herein.

(c) Notwithstanding anything to the contrary contained herein, Tenant's obligations herein are subject to and conditioned upon receipt of approval from the City of Zeeland ("City Approval"), receipt of approval from the State of Michigan ("State Approval"), and written lifetime authorization from the North Street Christian Reformed Church, located at 20 E Main Ave, Zeeland, Michigan 49464

("Church Approval") (collectively, "Approval") of Tenant's purchase of a Class C liquor license at a price and on terms reasonably acceptable to Tenant ("Tenant Contingency"). Tenant shall have a period of one hundred eighty (180) days from the Effective Date ("Contingency Period") to secure Approval. At such time as Tenant secures Approval, Tenant shall deliver to Landlord a letter releasing the Tenant Contingency ("Tenant Contingency Release Letter"). Tenant shall use commercially reasonable efforts to obtain Approval within 90 days and will keep Landlord fully informed as to the status of the License application approval process. In the event the Tenant does not receive Approval on or before the expiration of the Contingency Period, Tenant shall have the right to terminate this Lease or extend the Contingency Period for an additional thirty (30) days ("Extension Period") if Tenant has a reasonable and good faith belief that Approval will be obtained during the Extension Period by delivering to Landlord, not less than five (5) business days following the expiration of the Contingency Period, a written notice of the election to terminate the Lease or extend the Contingency Period ("Termination Notice" or "Extension Notice", as applicable). Upon Landlord's receipt of a Termination Notice, Landlord shall return to Tenant the full amount of the Security Deposit and this Lease shall terminate and be of no further force or effect. If the Contingency Period is extended, Tenant shall have the same right to terminate at the end of the Extension Period that was applicable to the initial Contingency Period in the event that Approval has not been obtained during the Extension Period.

2.2 Use of Premises.

(a) Tenant shall use and occupy the Premises for the following purpose, and for no other purpose, except with Landlord's prior written consent (which may be granted or withheld by Landlord in its sole discretion): restaurant with Liquor sales and an outdoor patio area.

(b) Tenant shall not use the Premises, or permit the Premises to be used, for the sale of any food or alcoholic beverages except as expressly permitted under the purposes set forth herein. Tenant shall not use the Premises, or permit the Premises to be used, in a manner that constitutes a violation of any applicable law, order, ordinance, or regulation or that may be dangerous or creates a significant risk of contaminating the Property or an adjoining property with a hazardous or toxic waste or substance. Tenant shall not use the Premises, and shall not permit other persons to use the Premises, in a manner which would cause Landlord's fire and extended coverage insurance premiums or other insurance premiums to be increased or which would cause Landlord's fire and extended coverage insurance or other insurance to be canceled. Any violation of the terms of this Paragraph 2.2 shall constitute an event of default under the terms of this Lease.

2.3 Possession.

(a) Possession of the Premises will be granted to Tenant on or before September 1, 2025 ("Target Date"). If possession of the Premises shall for any

reason not be delivered to Tenant on the Target Date, this Lease shall nevertheless continue in full force and effect, and no liability whatsoever shall arise against Landlord out of any delay except in the case of delay not caused by Tenant or its Agents, employees, contractors, guests, or licensees there shall be an abatement of rent, at the rate of one-thirtieth (1/30th) of the monthly installment of the Base Rent for each day of delay, until possession of the Premises is delivered to Tenant; provided, however, that the Lease shall be voidable at the Tenant's option if possession of the Premises is not delivered to Tenant in the condition required herein on or before December 31, 2025. If Tenant shall take possession of any part of the Premises before the Commencement Date, such possession shall be governed by the provisions of this Lease, except that Tenant shall pay Landlord, as rent, one-thirtieth (1/30th) of the monthly installment of the Base Rent for each day of the period of such occupancy. Neither the Term nor any other provision of this Lease shall be affected by Tenant's prior occupancy, which shall occur only with the written permission of the Landlord.

(b) Subject to the provisions in Paragraph 2.3(a), Tenant's obligation to pay Rent shall commence on the date Tenant obtains the Class C liquor license, as detailed in Section 2.1(c), and no liability, by abatement of Rent or otherwise, shall arise against Landlord as a result of delays in occupancy caused by decoration or other work on the Premises done by or at the request of Tenant.

2.4 Condition of Premises; Representations. Tenant shall be entitled to inspect the Premises prior to accepting delivery thereof, and any defective conditions or deviation from the Landlord's Work shall be addressed in a punch-list between Landlord and Tenant. Except as Landlord and Tenant may otherwise agree in such punch-list, Tenant's entry into possession shall constitute conclusive evidence against Tenant that it has inspected the Premises and found them to be in good order and satisfactory condition at the time of entry and that Tenant has accepted the Premises in their then "as is" condition. Except as expressly set forth herein, neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the Premises or any other portion of the Project, Operating Costs or any other matter pertaining to the Project or the Premises.

2.5 Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant's paying the Rent and observing and performing all the terms, covenants and conditions to be performed and observed, Tenant may peaceably and quietly enjoy the Premises hereby leased.

ARTICLE 3

Rent and Other Charges

3.1 Base Rent.

(a) Tenant shall pay to Landlord, as rent for the first Lease Year of the Term, the sum of [REDACTED] (the "Base Rent"). The Base Rent shall be payable in equal monthly installments of \$ [REDACTED] each, commencing on the Rent Commencement

Date of this Lease and due on or before the first of each month thereafter, unless Section 2.3 above has become applicable, and except as provided for below in (b). The Base Rent of \$ shall be adjusted annually upward by two and a half percent (2.5%) of the Base Rent for the preceding lease year, which rent as adjusted shall become the Base Rent.

(b) Each monthly installment of Base Rent shall be payable in advance on or before the first day of each calendar month during the Term at such place as the Landlord shall from time to time designate. If this Lease commences other than on the first day of a calendar month, monthly installments of Base Rent for the first and last months of the Term shall be prorated.

3.2 Taxes and Operating Costs.

(a) As Additional Rent, Tenant shall pay to Landlord Tenant's Pro Rata Share of all Operating Costs incurred and Taxes in accordance with paragraph 3.2(b). Notwithstanding the foregoing, Tenant's Pro Rata Share of Operating Costs and Taxes for the first Lease Year shall be capped at \$ per square foot, which shall equate to \$ annually and \$ per month. There will be an annual true-up of Operating Costs and Taxes, which shall be subject to a cap equal to the lesser of (i) two and a half percent (2.5%) or (ii) the annual percentage increase in the Consumer Price Index (CPI)

(b) Not later than December 15 of each year, Landlord shall furnish Tenant with a written estimate of Operating Costs and Taxes for the following calendar year, together with an annual and monthly breakdown of Tenant's Pro Rata Share of such Operating Costs and Taxes. The monthly amount of Tenant's Pro Rata Share of Operating Costs and Taxes shall be paid each month with Base Rent. Not later than February 1 of each year, Landlord shall provide Tenant with a statement, with reasonable supporting documentation, detailing the actual Operating Costs and Taxes for the previous calendar year, the actual amount of Tenant's Pro Rata Share of Operating Costs and Taxes for the previous calendar year, and the amount Tenant paid during the previous calendar year as Tenant's Pro Rata Share of Operating Costs and Taxes. If the actual amount of Tenant's Pro Rata Share of Operating Costs and Taxes for the previous calendar year exceeds the amount Tenant paid as Tenant's Pro Rata Share of Operating Costs and Taxes for the previous calendar year, Tenant shall pay the difference to Landlord within thirty (30) days of Tenant's receipt of the written statement. If the amount paid as Tenant's Pro Rata Share of Operating Costs and Taxes for the previous calendar year exceeds the actual amount of Tenant's Pro Rata Share of Operating Costs and Taxes for the previous calendar year, Landlord shall pay the difference to Tenant within thirty (30) days of Tenant's receipt of the written statement.

(c) Tenant shall pay, before any penalty or interest attaches, all personal property taxes levied or assessed against Tenant's personal property and shall, upon request, furnish to Landlord evidence of such payment.

(d) Landlord shall keep, at its offices, books and records of all Operating Costs and Taxes. Such books and records will be available for Tenant's inspection at all reasonable times, during business hours, and at any time during the term of this Lease. If any such inspection discloses that the amount paid by Tenant in any calendar year was overstated, Landlord shall refund such excess amount to Tenant within thirty (30) days after receipt of Tenant's demand therefore. In the event that it is determined that Operating Costs and Taxes were overstated by five percent (5%) or more, Landlord shall pay the reasonable cost of Tenant's inspection.

3.3 Utilities. Tenant shall be responsible for the cost of all utilities used in the Premises. Landlord, at its sole cost and expense, shall connect the Premises to and with all required utilities, including without limitation, water, sewer, electric and gas, each of which shall be separately metered.

3.4 Security Deposit. Tenant shall pay one month's rent } at lease signing.

3.5 Late Charges. In addition to any other rights Landlord might have, Landlord shall charge and Tenant shall pay a late fee of five percent (5%) of any Rent which is ten (10) days or more past due. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount. An additional fee of \$25.00 shall be charged for each check returned to Landlord unpaid.

3.6 Interest on Rent. Rent which is not paid when due shall bear interest from the date due until paid at a rate equal to seven percent (7%) per annum. The payment of such interest shall not excuse or cure any default by Tenant under this Lease. Such interest shall be in addition to, and not in lieu of, any late charge imposed.

3.7 Setoff; Obligation to Survive; Application of Payments.

(a) Except as expressly permitted herein, any Rent due under this Lease shall be paid by Tenant when due without any setoff, deduction, abatement, reduction or counterclaim whatsoever. Tenant's obligation to pay Rent that is accrued and unpaid hereunder shall survive the expiration or termination of the Lease.

(b) Payments received from Tenant shall be applied by Landlord as follows: First, to any late charges due; then to accrued interest; then to other charges due and unpaid; then to Additional Rent; then to Base Rent.

ARTICLE 4

Use of Common Areas

4.1 Use of Common Areas. Landlord hereby grants to Tenant the nonexclusive right to use the Common Areas solely for the purposes for which they were designed, subject to the following conditions:

(a) The Common Areas may also be used by anyone else to whom Landlord has or may hereafter in its sole discretion grant the right to use them;

(b) Tenant shall make no use of the Common Areas which would interfere in any way with the use of the Common Areas by any other person;

(c) Landlord shall have the right from time to time in its sole discretion to close, repair and modify the Common Areas, to change the location or character of them, and to adopt reasonable rules and regulations pertaining to them (which rules and regulations must be provided to Tenant in writing not less than 30 days before the effective date of such rules and regulations); provided, however, that such closures, repairs, modifications or changes to the Common Areas shall not interfere with Tenant's permitted use of or access to the Premises, or with the visibility of the Premises.

(d) Tenant and its employees shall park their vehicles only in those portions of the parking area reasonably designated for that purpose by Landlord. Landlord covenants that the number of parking spaces available to Tenant, its employees and customers shall equal or exceed the minimum number of parking spaces required under the applicable zoning ordinance.

(e) Tenant and its employees, contractors, agents, invitees, and assigns shall abide by reasonable rules and regulations pertaining to the Common Areas (again, which must be provided to Tenant in writing not less than 30 days before the effective date of such rules and regulations).

4.2 Maintenance and Control. Landlord shall maintain and have the authority to operate and control the Common Areas.

ARTICLE 5

Preparation of the Premises

5.1 Landlord's Work and Tenant's Work.

(a) The work described in this subsection (a) shall be referred to as "Landlord's Work" and shall consist of delivering the Premises to Tenant in a white box condition. All Landlord's Work shall be provided by Landlord at its sole cost and expense and to the reasonable satisfaction of Tenant. Upon execution of this Lease, Landlord shall provide a scaled drawing of the Premises so the Tenant may sketch out its desired floor plan. Once an agreed upon layout is approved by both parties, which approval shall not be unreasonably withheld or delayed by Landlord,

plans and specs based on such approved layout shall be provided by the Landlord at its cost. Landlord shall demise the premises per the mutually agreed upon floor plan, which shall include at a minimum: [one coat of primer paint, one small office, one kitchen area plumbed with water and gas for Tenant's kitchen equipment (list to be forthcoming), 2 x 4 standard t-bar grid drop ceiling with washable kitchen rated tiles (in kitchen area only) and standard florescent light fixtures, ceiling in the dining area to be open painted ceiling, sprinkler system to code, colored concrete floors in bar, dining room and restrooms, kitchen floor to be quarry tiled, FRP walls in kitchen, two ADA compliant restrooms meeting all applicable municipal codes.] Men's room to include a minimum of (1) water closet, (1) urinal and (1) lavatory. Women's room to include a minimum of (2) water closets and (1) lavatory. [Plumbing to be brought to the bar area and kitchen area specifically. A mop sink to be provided if required by code]. Landlord to provide HVAC adequate for a 4,000 square foot restaurant use per local code as well as 400 amp electrical service within the Premises. Tenant to provide in its sketch drawing of Premises all electrical outlets needed and Landlord to provide for such. Landlord to obtain all required building and occupancy permits. Landlord to install Tenant's hood system, kitchen equipment and all lighting fixtures. Landlord to provide and install the water heater for the restaurant, bathroom partitions in each bathroom, and lighting for the dining room. Landlord to frame in the custom bar and host stand. Any warranties associated with Landlord's Work shall be assigned to Tenant upon the Commencement Date. Landlord's Work shall be completed as shown on Schedule 5.1(a) to this Lease.

(b) The work described in this subsection (b) shall be referred to as "Tenant's Work." Tenant shall be solely responsible for all interior renovations, including but not limited to providing all kitchen equipment, custom bar, host/check out table, bar and dining area furniture and dining room lighting fixtures, and theme custom painting at its sole cost and expenses. Tenant shall provide all kitchen equipment, which shall be hooked up by Landlord's licensed contractors. Tenant shall provide and install tile and tops for the bar and host stand theme custom painting. All Tenant's Work shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld or delayed. Tenant's Work shall be completed as shown on Schedule 5.1(b) to this Lease.

5.2 Covenant Against Liens. Nothing in this Lease shall authorize Tenant to, and Tenant shall not, do any act which will in any way encumber the title of Landlord in and to the Premises, nor shall the interest or estate of Landlord in the Premises be in any way subject to any claim whatsoever by virtue of any act or omission of Tenant. Any claim to a lien upon the Premises arising from any act or omission of Tenant shall be valid only against Tenant and shall in all respects be subordinate to the title and rights of Landlord, and any person claiming through Landlord, in and to the Premises. Tenant shall remove any lien or encumbrance on its interest in the Premises within 30 days after it has arisen; provided, however, that Tenant may in good faith contest any such item if it notifies Landlord in writing thereof and posts a bond or other adequate security with Landlord.

ARTICLE 6

Alterations

6.1 Alterations by Tenant.

(a) Except as permitted by Article 5 or required by Section 7.1, Tenant shall not, without the prior written consent of Landlord (which will not be unreasonably withheld or delayed), make any alterations, improvements, additions or physical changes (hereinafter referred to as "alterations") to the Premises.

(b) Unless Landlord otherwise directs in writing, all alterations made or installed by Tenant (including moveable equipment and trade fixtures) shall be removed by Tenant from the Premises at the termination of this Lease.

(c) Approved Tenant alterations shall be subject to the provisions of Article 5 above, as if they were "Tenant's Work".

6.2 Signs.

(a) Tenant shall be granted signage rights on one side of the building as well as an insert panel on the building marquee at Tenant's sole cost and expense. Signage must conform to City of Zeeland's regulations.

(b) Immediately following the Effective Date, the Landlord shall install a "[Sign Language]" sign on the property.

6.3 Additional Construction by Landlord. Landlord reserves the right at any time to make alterations, expansions or additions to the Project; provided, however, that such alterations, expansions and additions, and the construction of the same, shall not interfere with Tenant's permitted use of or access to the Premises, or with the visibility of the Premises. Tenant shall be responsible for one hundred percent (100%) of the construction costs ("Construction Costs"), with fifty percent (50%) of the Construction Costs to be paid directly to Midwest Construction Group, LLC. Within forty-five (45) days from the commencement of construction, Tenant shall pay [REDACTED] toward the Construction Costs, with the balance of the amount due to Midwest Construction Group, LLC to be paid upon the issuance of the Certificate of Occupancy. The remaining fifty percent (50%) of the Construction Costs shall be paid to Landlord in equal monthly installments over the ten (10) year term of this Lease, with interest at a rate of seven percent (7%) per annum. This amount may be prepaid in full or in part at any time without penalty.

ARTICLE 7

Repairs

7.1 Repair and Maintenance of Premises. Except as provided in Section 7.2 below, Tenant shall at its expense keep and maintain the Premises, and each component of the Premises, in a

good, clean and safe operating condition. Tenant's obligations shall include, but not necessarily be limited to, the replacement of broken glass and the cleaning, repair and maintenance (including all necessary replacements) of all doors, windows and store-office fronts, the interior portions of the Premises, and all mechanical, electrical, plumbing and sprinkler systems (collectively, "Building Systems") that exclusively serve the Premises, any building security system that exclusively services the Premises and all other interior components of the Premises. During the first Lease Year, Landlord shall be responsible for any required maintenance, repair and/or replacement with respect to any HVAC system that exclusively services the Premises, and thereafter Tenant shall be responsible for 100% of the cost of repairs/maintenance/replacement of such HVAC system, except to the extent such repairs/maintenance/replacement is necessary because the HVAC system is inadequate for the Premises or because of the negligent acts or omissions of the Landlord, its agents or employees. Commencing on the first anniversary of the Effective Date, Tenant shall be responsible for the first \$500 of repairs and maintenance to all mechanicals. In the event the Premises or the Project is damaged due to the negligent acts or omissions of the Tenant or its employees, agents, contractors or invitees, the cost of repairing such damage shall be the responsibility of the Tenant. Tenant shall be responsible for its own garbage and trash removal. All garbage and trash dumpsters shall be located in areas designated by Landlord, and Landlord shall have the right to approve of any garbage or trash hauler used by Tenant. The Tenant shall be responsible for all snow and ice removal from the walk area adjacent to the Premises.

7.2 Structural Repairs. Landlord shall at its expense keep the foundation, exterior walls, the roof, the Common Areas, all Building Systems that are not exclusive to the Premises, and all load-bearing portions of the Project, in a good, clean and safe operating condition throughout the Term. Landlord shall be responsible for snow and ice removal from the parking areas and sidewalks within the Project, and for all lawn care and landscaping, the cost of which shall be included within Operating Costs. However, Landlord may recover from Tenant the cost of any such repairs occasioned by the tortious acts or gross negligence of Tenant, its agents, employees, invitees, guests or licensees, except to the extent that Landlord is reimbursed therefore under any policy of insurance. Except where caused by the tortious acts or gross negligence of Landlord, its agents or employees, Landlord shall be neither liable nor responsible for any loss that may accrue to Tenant or Tenant's business by reason of Landlord's actions in fulfilling its obligations hereunder. Landlord shall not be required to make any other improvements or repairs of any kind upon the Premises.

ARTICLE 8

Tenant's Covenants; Landlord's Lien

8.1 Laws, Ordinances and General Conditions.

(a) Landlord shall deliver the Premises to Tenant in full compliance with all laws, ordinances, orders and regulations affecting the Premises. Thereafter, Tenant, at its expense, shall comply promptly with (i) all laws, ordinances, orders and regulations affecting its use or occupancy of the Premises or any alterations it

has made to the Project or the Premises; and (ii) the recommendations of any insurance company, inspection bureau or similar agency with respect thereto.

(b) Tenant shall pay as Additional Rent any increase in the cost of insurance on the Project as a result of any unauthorized use of the Premises by Tenant, but such payment shall not constitute in any manner a waiver by Landlord of its right to enforce all of the covenants and provisions of this Lease.

8.2 Landlord's Lien.

(a) To secure the payment of all moneys due under this Lease, Landlord is hereby granted a security interest in any and all rents from Tenant's subtenants or assignees, if any, and in all Tenant's equipment, inventory, merchandise, fixtures, trade fixtures and other personal property, and all proceeds thereof, which may at any time be upon or affixed to the Premises. Contemporaneous with the execution of this Lease, and at such other times as Landlord may request, Tenant agrees to execute and deliver to Landlord financing statements and such other documents as may be required to perfect the security interest of Landlord granted herein.

(b) The security interests granted Landlord hereby are and shall be subordinate to any bona fide perfected purchase money security interest that Tenant may wish to create. Tenant shall not remove any of its trade fixtures or other property encumbered by this Section 8.2 from the Premises without the prior written consent of Landlord.

ARTICLE 9

Damage to Premises; Eminent Domain; Indemnity; Insurance

9.1 Destruction--Fire or Other Cause.

(a) Subject to the provisions of Subsection 9.1(b) below, if the Premises shall be rendered untenable by fire or other casualty, Landlord shall (to the extent of available insurance proceeds) restore them and make them tenantable as soon as possible. Except in the case of damage caused by Tenant or its agents, employees, contractors, guests or licensees, Rent shall abate during the period of untenability in proportion to the area of the Premises rendered untenable. All such restoration shall be completed within 90 days of settlement with Landlord's insurance carriers or Tenant shall, as its sole remedy, be entitled to terminate this Lease.

(b) If the Premises or Project shall be so damaged by fire or other casualty that demolition or substantial reconstruction (more than 40% of their initial cost) is required, or if the reconstruction is likely to take longer than 180 days, then Landlord or Tenant may terminate this Lease by notifying the other of such

termination within thirty (30) days after the date of such damage. Rent shall be prorated to the date Tenant actually vacates the Premises.

(c) Tenant shall immediately notify Landlord of the occurrence of a fire or other casualty at the Premises and shall at its expense restore or replace its personal property, fixtures and tenant improvements. There shall be no abatement of Rent during any delay caused by the failure of Tenant to complete its restoration and repair work.

9.2 Eminent Domain. If all or any material part of the Premises shall be taken or condemned by any competent authority for any public use or purpose, the Term shall, at the option of Landlord, end as of the date of the actual taking. If the Premises may not reasonably be used for the purpose contemplated by the Lease following any taking, Tenant may terminate this Lease by written notice to Landlord within 60 days after receiving notice of the taking. In either case, there shall be no apportionment to Tenant of any portion of the award or damages for such taking; provided, however, that Tenant shall be entitled to any funds awarded it for moving expenses or business interruption. This Lease shall otherwise remain in full force and effect without apportionment to Tenant of any portion of the award or damages.

In the event of a termination pursuant to this Section 9.2, Rent shall be apportioned to the date of such termination.

9.3 Indemnification; Tenant's Property.

(a) Tenant shall indemnify Landlord and their respective employees and agents against and hold it harmless from any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable actual attorney's fees, paid or incurred as a result of or in connection with (i) Tenant's use or occupancy of the Premises, (ii) any breach by Tenant, any subtenant, or any of their agents, contractors, employees, customers, invitees, or licensees, of any covenant or condition of this Lease, or (iii) any negligent act or omission of the Tenant, any subtenant, or any of their agents, contractors, employees, customers, invitees, or licensees. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Landlord in writing.

(b) Tenant shall bring or keep property upon the Premises solely at its own risk, and Landlord shall under any circumstances be liable for any damages thereto or any destruction or theft thereof. Tenant shall be required, on or before the Occupancy Date, to purchase and maintain an All-Risk Contents/Personal Property Insurance policy on improvements, merchandise, inventory, contents, furniture, fixtures, equipment, all plate glass upon or appurtenant to the Premises, and other property located in the Premises, protecting Tenant from damage or other loss caused by fire or other insurable peril, including without limitation vandalism and malicious mischief, perils covered by extended coverage, theft, sprinkler leakage,

water damage, explosion, malfunction or failure of heating and cooling or similar apparatus, and other similar risks, in amounts to cover 100% of the replacement cost of such property. The insurance policy shall contain a clause or endorsement under which the insurer waives, or permits the waiver by Tenant of all right of subrogation against Landlord and their respective agents, employees, customers, invitees, guests, or licensees, with respect to losses payable under the policy. Tenant hereby waives all right of recovery which it might otherwise have against Landlord, and its agents, employees, customers, invitees, guests, or licensees for any damage to Tenant's property which is (or by the terms of this Lease is required to be) covered by a policy of insurance, notwithstanding that such damage may result from the negligence or fault of Landlord, or its agents, employees, customers, invitees, guests, or licensees. Any deductible amount included in such policy shall be treated as though it were recoverable under the policy.

9.4 Insurance. By this section, and by the applicable portions of Section 9.3 above, Landlord, and Tenant intend that the risk of loss or damages as described shall be borne by responsible insurance carriers to the extent provided.

(a) Landlord shall insure the Project against loss or damage under a policy or policies of casualty insurance for the full replacement value of the Project. Such policies shall include a waiver of subrogation clause or endorsement similar to that required of Tenant in Section 9.3(b) above. Further, Landlord shall maintain a policy of commercial general liability insurance on the Common Areas of the Project in an amount at least equal to \$1,000,000 per occurrence for property damage, bodily injury or death. The commercial general liability insurance policy shall name Tenant as an additional insured at no cost to it.

(b) Tenant shall be required on or before the Commencement Date to purchase and maintain workers' compensation insurance covering all of its employees to at least the statutory limit set forth under Michigan law, employer's liability insurance with limits not less than \$1,000,000, and a policy of commercial general liability insurance in an amount at least equal to \$1,000,000 per occurrence for property damage, bodily injury or death. The commercial general liability insurance policy shall name Landlord as additional insureds at no cost to them, shall state that the insurance is primary insurance as regards any other insurance carried by Landlord, and shall be underwritten by a carrier and on such other terms and conditions as Landlord shall approve. It shall provide by endorsement or otherwise that such insurance may not be canceled, terminated, amended, or modified for any reason whatsoever, except upon thirty (30) days' prior written notice to Landlord. Prior to the time such workers' compensation and general public liability insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of any such policy, Tenant shall deliver to Landlord either duplicate originals of the aforesaid policies or a certificate evidencing such insurance coverage, together with evidence of payment for the policies. If a certificate is provided, it shall contain a statement substantially in the form of the underlined portion of this paragraph.

ARTICLE 10

Default and Remedies; Termination and Surrender

10.1 Landlord's Remedies. If Tenant shall fail to make any payment of any Rent due hereunder within ten (10) days following written receipt of notice of such failure, or if default shall continue in the performance of any of the other covenants or conditions which Tenant is required to observe and perform under this Lease for a period of thirty (30) days following written notice of such failure, or if the interest of Tenant in this Lease shall be levied upon under the execution or other legal process, or if any petition shall be filed by or against Tenant in a court of bankruptcy, or if Tenant shall be declared insolvent according to law, or make an assignment for the benefit of creditors or petition for or enter into an arrangement, or if Tenant shall abandon or vacate the Premises during the Term of this Lease without paying the required rent and fees, or if Tenant shall dissolve, die or become legally incompetent, or if Tenant shall cease to entirely own all business operations being carried on upon the Premises, then Landlord may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon may, at its option, without notice or demand of any kind to Tenant or any other person, have any one or more of the following-described remedies in addition to all other rights and remedies provided at law or in equity:

(a) Terminate this Lease, repossess the Premises in accordance with the provisions of Section 10.2 hereof, and be entitled to recover immediately, as liquidated agreed final damages, in lieu of any further deficiencies, the total amount due to be paid by Tenant during the balance of the Term of this Lease, less the fair rental value of the Premises for said period, together with any other sum of money owed by Tenant to Landlord.

(b) Terminate Tenant's right of possession and repossess the Premises through process of law and without terminating this Lease, in which case Landlord may, but need not, relet all or any part of the Premises for such rent and upon such terms as shall be satisfactory to Landlord. If Landlord fails to relet the Premises despite using commercially reasonable efforts, then Tenant shall pay to Landlord as damages the total amount due to be paid by Tenant during the balance of the Term of this Lease less the fair rental value of the Premises for said period. If the Premises are relet and a sufficient sum shall not be realized from the reletting, after payment of all reasonable and necessary costs and expenses of such reletting, to satisfy the Rent herein provided to be paid during the remainder of the Term, Tenant shall satisfy and pay any such deficiency upon demand. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this paragraph from time to time and that any suit or recovery of any portion due Landlord hereunder shall be no defense to any subsequent action brought for any amount theretofore reduced to judgment in favor of Landlord.

10.2 Termination; Surrender of Possession.

(a) Upon the expiration or termination of this Lease, whether by lapse of time, operation of law or pursuant to the provisions of this Lease, Tenant shall:

(i) Restore the Premises, at Tenant's sole cost, to their condition at the beginning of the Term (other than as contemplated by Section 6.1 above), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the Premises and the Project and repair any damage caused by such removal;

(ii) Surrender possession of the Premises to Landlord in a broom-clean condition;

(iii) Upon the request of Landlord, at Tenant's cost and expense, remove from the exterior and interior of the Premises and the Project all signs, symbols and trademarks which are connected with or associated specifically with Tenant's business and repair any damages to the Project or the Premises caused by such removal.

(b) If Tenant shall fail or refuse to restore the Premises as hereinabove provided, Landlord may do so and recover its cost for so doing. If Tenant shall fail or refuse to comply with Tenant's duty to remove all personal property and trade fixtures from the Premises upon the expiration or termination of this Lease, the parties hereto agree and stipulate that Landlord may, at its election: (i) treat such failure or refusal as an offer by Tenant to transfer title to such property to Landlord, in which event the title thereto shall thereupon pass under this Lease as a bill of sale; or (ii) treat such failure or refusal as conclusive evidence, on which Landlord shall be entitled to rely absolutely, that Tenant has forever abandoned such property. In either event, Landlord may, with or without accepting title thereto, keep or remove, store, destroy, discard, or otherwise dispose of all or any part of such property in any manner that Landlord shall choose without incurring liability to Tenant or to any other person. In no event shall Landlord ever become or be charged with the duties of a bailee of any property of Tenant. The failure of Tenant to remove any property from the Premises shall forever bar Tenant from bringing any action or asserting any liability against Landlord with respect to any property which Tenant fails to remove.

(c) This Lease shall cease at the end of the Term, or at the end of the Renewal Term, if applicable, without the necessity of notice from either Landlord or Tenant to terminate. If Tenant shall fail to or refuse to surrender possession of the Premises to Landlord upon termination or expiration of this Lease, Landlord may immediately, without notice, reenter the Premises and dispossess all persons and effects therefrom through process of law. Landlord shall also be entitled to such other remedies as may be provided it by law or in equity.

10.3 Holding Over. Tenant acknowledges that its holding over beyond the time of the termination or expiration of this Lease will cause Landlord additional expense. If Tenant shall remain in possession of the Premises, or any part thereof, after the termination or expiration of this Lease, Tenant shall acquire no rights with respect to the Premises. Tenant shall, however, pay Landlord, as liquidated damages, 125% of the amount of Rent which would have been due for a like period of occupancy during the Term hereof. The provisions of this clause shall not operate as a waiver by Landlord of any right it may otherwise have.

10.4 Assignment and Subletting.

(a) Tenant shall not, without the prior written consent of Landlord, assign this Lease or any interest hereunder (whether as security for an obligation or otherwise); permit any assignment hereof by operation of law; sublet the Premises or any part thereof; or permit the use of the Premises by any party other than Tenant and its employees.

(b) Landlord may withhold such consent at its discretion, and no consent by Landlord to an assignment or subletting shall be construed to relieve Tenant from its obligations hereunder or from obtaining Landlord's written consent to any further assignment or subletting. Landlord's consent shall not be unreasonably withheld.

10.5 Bankruptcy.

(a) If following the filing of a petition by or against Tenant in a bankruptcy court, Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended (the "Bankruptcy Code"), then Tenant (including Tenant as Debtor-in-Possession) or any trustee for Tenant agrees to promptly, but no later than thirty (30) days after petition by Landlord to the bankruptcy court, assume or reject this Lease, and Tenant agrees not to seek or request any extension or adjournment of any petition to assume or reject this Lease by Landlord with such court. Tenant's, or the trustee's, failure to assume this Lease within said 30-day period shall be deemed a rejection. Landlord shall thereupon immediately be entitled to possession of the Premises without further obligation to Tenant or the trustee, and this Lease shall be terminated, except that Landlord's right to damages for Tenant's default shall survive such termination.

(b) Tenant or any trustee for Tenant may only assume this Lease if (i) it cures or provides adequate assurance that the trustee will promptly cure any default hereunder, (ii) it compensates or provides adequate assurance that the Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's default, and (iii) it provides adequate assurance of future performance under this Lease by Tenant. In no event after the assumption of this Lease by Tenant or any trustee for Tenant shall any then-existing default remain uncured for a period in excess of thirty (30) days. Adequate assurance of future

performance of this Lease shall include, without limitation, adequate assurance (A) of the source of Rent required to be paid by tenant hereunder, and (B) that assumption or permitted assignment of this Lease will not breach any provision hereunder.

10.6 Remedies Cumulative.

(a) The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing and signed by the person against whom the waiver is claimed.

(b) All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other rights or remedies allowed by law.

10.7 Expenses of Enforcement; Performance by Landlord; Landlord Default.

(a) The losing party shall pay all reasonable actual attorney's fees and expenses incurred by the winning party in enforcing any provision of this Lease.

(b) If Tenant shall fail to perform any of its obligations hereunder and such failure continues for a period of thirty (30) days following written notice of such failure, Landlord may perform such obligations. Landlord's actual and reasonable costs in connection therewith shall be paid by Tenant to Landlord upon demand as Additional Rent.

(c) If Landlord shall fail to perform any of its obligations hereunder and such failure continues for a period of thirty (30) days following written notice of such failure, Landlord shall be deemed to be in default hereunder. In the event of such default, Tenant, in addition to any other rights and remedies available at law or in equity, may perform such obligations on Landlord's behalf. Tenant's actual and reasonable costs in connection therewith shall be paid by Landlord to Tenant upon written demand and, if payment is not made within thirty (30) days of Tenant's written demand, Tenant may offset the amount of such costs against its future rental obligations hereunder.

ARTICLE 11

Access to Premises

11.1 Access to Premises. Landlord shall have the right to enter upon the Premises at reasonable business hours with not less than 24 hours prior notice, or any time in the event of an emergency, for the purpose of inspecting them, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease, or making such repairs or alterations as it is obligated to make under the terms of this Lease or which Landlord may elect to perform, following Tenant's

failure to do so. Landlord shall be neither liable nor responsible for any loss to Tenant or Tenant's business which may occur by reason of such entry. Landlord shall use its best efforts to make all such inspections and perform all work related thereto so as to avoid unreasonable interference with or interruption of the business operations of Tenant.

Throughout the Term, Landlord shall have the right to enter the Premises at reasonable hours on 24 hours prior notice for the purpose of showing them to prospective purchasers or mortgagees and, during the last six months of the Term, unless Tenant has exercised the right to renew the Lease, to prospective tenants.

Landlord reserves the right to install, maintain, use, repair and replace pipes, ductwork, wires and the like through the Premises. Landlord shall use its best efforts to make all such installations and perform all work related thereto so as to avoid unreasonable interference with or interruption of the business operations of Tenant.

An agent of Tenant shall be permitted to accompany Landlord during any Landlord inspection of or visit to the Premises.

ARTICLE 12

Miscellaneous

12.1 Notices. All notices, bills or statements required hereunder shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to the parties at their addresses as set forth below. The addresses specified for notices herein may from time to time be changed by the written notice of one party to the other.

Landlord: 17 East Main, LLC
16 S. Elm St.
Zeeland, MI 49464

Tenant: _____

12.2 Effect of Submission. The submission by Landlord of the within Lease for execution by Tenant shall confer no rights nor impose any obligations, including brokerage obligations, on any party unless both Landlord and Tenant shall have executed this Lease and duplicate originals thereof shall have been delivered to the respective parties.

12.3 Litigation. Landlord and Tenant do hereby waive trial by jury in any action, proceeding or counterclaim brought by either against the other upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises, or any claim or injury or damage or both.

12.4 Governing Law; Invalidation. This Lease shall be governed by and construed in accordance with the laws of the State of Michigan that are applied to leases made and to be performed in that state. The invalidation of one or more terms of this Lease shall not affect the validity of the remaining terms.

12.5 Headings. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents hereof.

12.6 Amendment. This Lease represents the entire agreement between the parties. No oral or written, prior or contemporaneous agreements shall have any force or effect, and this Lease may not be amended, altered or modified unless done so by means of a written instrument signed by both parties.

12.7 Subordination; Attornment; Estoppel Certificate.

(a) This Lease shall, at the option of Landlord or its lenders, be subject and subordinate to the interest of the holders of any notes secured by mortgages on the Project or the Premises, now or in the future, and to all ground or underlying leases and to all renewals, modifications, consolidations, replacements and extensions thereof. While the provisions of this section are self-executing, Tenant shall execute such commercially reasonable documents as may be desired by Landlord or any mortgagee to affirm or give notice of such subordination. In turn, Tenant shall be entitled to receive the customary non-disturbance agreement from each such lender whereby the lender agrees to recognize Tenant's rights under this Lease following foreclosure so long as Tenant is not in default hereunder.

(b) Upon request of the holder of any note secured by a mortgage on the Project or the Premises, Tenant shall agree in writing that no action taken by such holder to enforce said mortgage shall terminate this Lease or invalidate or constitute a breach of any of its provisions, and Tenant shall attorn to such mortgagee, or to any purchaser of the building or the Premises at any foreclosure sale, or sale in lieu of foreclosure, for the balance of the Term on all the terms and conditions herein contained. While the provisions of this section are self-executing, all persons affected thereby shall execute such commercially reasonable documents necessary to affirm or give notice of such attornment.

(c) At the request of Landlord, Tenant shall within ten (10) days deliver to Landlord, or anyone designated by Landlord, a certificate stating and certifying as of its date (i) the date to which Rent and other charges under this Lease have been paid, (ii) whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof on the part of Tenant to be performed or complied with (and, if so, specifying the same); (iii) if such be true, that this Lease is unmodified and in full force and effect and that Landlord is not in default under any provision of this Lease (or if modified, setting forth all modifications, and if Landlord is in default, setting forth the exact nature of such default); and (iv) such other information as Landlord may reasonably

request in connection with the Landlord-Tenant relationship established by this Lease. Tenant acknowledges that any statement delivered pursuant to this section may be relied upon by any purchaser or owner of the Project or Landlord's interest in the Project, or by any holder of a mortgage, or by an assignee of any mortgagee under any mortgage, or by anyone else to whom Landlord delivers it.

12.8 Third Parties. Landlord and Tenant acknowledge, and warrant and represent to each other, that there are no third-party beneficiaries to this Lease.

12.9 Light or Air Rights. No rights to light or air over any property, whether belonging to Landlord or any other person, are granted to Tenant under this Lease.

12.10 Successors and Assigns. The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except to the extent prohibited by Section 12.4 above, their respective successors and assigns.

12.11 Covenants and Conditions. All covenants and conditions contained in this Lease are independent of one another. All of the covenants of Tenant contained herein shall, at the option of Landlord, be construed as both covenants and conditions.

12.12 Sale or Transfer of Project or Premises. Upon any sale or transfer, including any transfer by operation of law, of the Project or the Premises, Landlord shall be relieved of all subsequent obligations and liabilities under this Lease.

12.13 Limitation on Liability. If Landlord is in default of this Lease, and as a consequence Tenant recovers a money judgment against Landlord, the judgment shall be satisfied only out of the proceeds of sale received on execution of the judgment and levy against the right, title, and interest of Landlord in the Project and out of rent or other income from the Project receivable by Landlord or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title, and interest in the Project.

12.14 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed in accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or to pursue any other remedy in this Lease as provided.

12.15 Brokers. Landlord agrees to pay Facility Management Services a fee equal to 3.5% of the aggregate base rent of due over the initial term of the Lease [REDACTED]

12.16 Liability Joint and Several. If Tenant is more than one person, each of their obligations under this Lease shall be joint and several.

12.17 Hazardous Substances. Tenant shall not use the Premises for storing any material which may be deemed a Hazardous Substance without the prior written consent of Landlord,

provided, however, that Tenant may use and store amounts of commercial materials and products used in connection with the Tenant's business on the Premises, which would otherwise be considered a Hazardous Substance. Such storing shall take place in accordance with all applicable law and regulation. Except for the foregoing, Tenant shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in the Premises by Tenant, Tenant's agents, employees, contractors, or invitees without first obtaining Landlord's written consent. If Hazardous Substances are used, stored, generated, or disposed of on or in the Premises by Tenant, or if the Premises become contaminated in any manner as a result of Tenant's use of the Premises, Tenant shall indemnify and hold harmless the Landlord from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Premises, damages caused by loss or restriction of rentable or usable space, or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant, and expert fees) arising during or after the Lease Term and arising as a result of that contamination by Tenant. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal, or restoration mandated by a federal, state, or local agency or political subdivision. Without limitation of the foregoing, if Tenant causes the presence of any Hazardous Substance on the Premises and that results in contamination, Tenant shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Substance on the Premises. Tenant shall first obtain Landlord's approval for any such remedial action.

Landlord shall indemnify and hold harmless Tenant from any and all claims, damages, fines, judgments, penalties, costs, liabilities (including attorneys' fees) arising out of or related to Hazardous Substances which were created, handled, placed, stored, used, transported or disposed of by Landlord, or its employees, agents or contractors.

As used herein, "Hazardous Substance" means any substance that is toxic, ignitable, reactive, or corrosive and that is regulated by any local government, the State of Michigan, or the United States Government. "Hazardous Substance" includes any and all material or substances that are defined as "hazardous waste", "extremely hazardous waste", or a "hazardous substance" pursuant to state, federal, or local governmental law. "Hazardous Substance" includes but is not restricted to asbestos, polychlorobiphenyls ("PCBs"), and petroleum.

Within ten (10) days after the Effective Date, Landlord shall provide Tenant with a complete copy of Landlord's most recent Phase I and, if applicable, Phase II and BEA, for the Project. Landlord shall use commercially reasonable efforts to obtain the consent of its environmental consultant to allow Tenant, at Tenant's sole cost and expense, to rely on Landlord's Phase I and, if applicable, Phase II and BEA.

12.18 Exclusive. [During the Term of this Lease and any Renewal Term, Landlord shall not permit any other restaurant to locate within the Project or in any other project that is within five (5) square miles of the Project and that is owned by Landlord or an affiliate thereof.]

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written, and the Tenant by signing this Lease acknowledges they/it have/has read and understand(s) all the terms of this Lease and/or have/has sought legal counsel.

WITNESSES:

Mark Steinberg
Emme A. Egan

LANDLORD
17 EAST MAIN, LLC

By: [Signature]
Its: member/manager

TENANT
El Rancho, Inc. #8

[Signature]
[Signature]

By: MARTIN BERNAL
Martin Bernal

Its: MEMBER

THIS LEASE IS PERSONALLY GUARANTEED BY:

"Witness"

"Witness"

Exhibit A--Description of Premises
Exhibit B--Legal Description

EXHIBIT "A"

Description of Premises

EXHIBIT "B"

Legal Description

Schedule 5.1(a)

Landlord's Work

Schedule 5.1(b)

Tenant's Work



ROOM FINISH SCHEDULE



DOOR & FRAME SCHEDULE

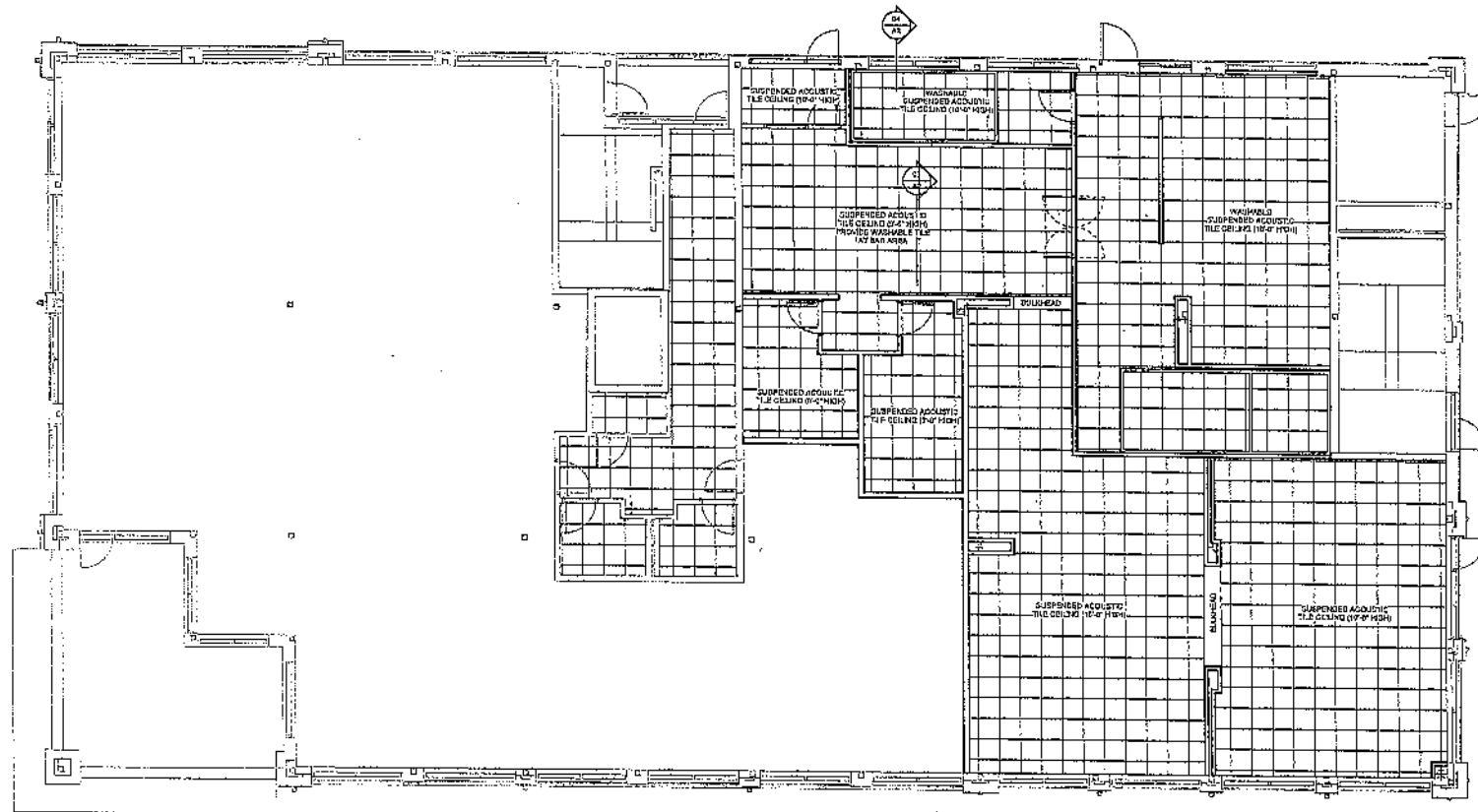


MEN



WON





MAIN FLOOR CEILING
PLAN
0'10" = 1'-0"

SVB RECKLEY ARCHITECTS
703 EAST 10TH STREET, SUITE 100
DENVER, COLORADO 80202
PHONE 616-4410

START PROJECT
2/2008
BUDGET
FEE
PERCENT

TERMINATOR
EL RANCHO
703 EAST 10TH STREET

DRAWN BY
ARCHITECT
PROJECT NO.
K.O.
07/15/2005

PROJECT NO.
A3
CEILING

EL RANCHO, INC #4
12659 RILEY ST
SUITE 10
HOLLAND, MI 49424

Fifth Third Bank
072400852

10513


Check date: 11/26/25

Pay to the order of: CITY OF ZEELAND

\$ *****400.00

Four Hundred And 00/100 Dollars***

CITY OF ZEELAND



From:
EL RANCHO, INC #4
12659 RILEY ST
SUITE 10
HOLLAND, MI 49424

Check Date: 11/26/25
Check Number: 10513
Total Payment: 400.00

Year to Date Paid:

Memo:
EL RANCHO #8 APPLICATION FEE

From:
EL RANCHO, INC #4
12659 RILEY ST
SUITE 10
HOLLAND, MI 49424

Check Date: 11/26/25
Check Number: 10513
Total Payment: 400.00

Year to Date Paid:

Memo:
EL RANCHO #8 APPLICATION FEE

- CODE OF ORDINANCES
Chapter 4 ALCOHOLIC LIQUORS

Chapter 4 ALCOHOLIC LIQUORS¹

Sec. 4-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act means the Michigan liquor control code of 1998, Public Act No. 58 of 1998 (MCL 436.1101 et seq.).

Alcohol means the product of distillation of fermented liquid, whether or not rectified or diluted with water, but does not mean ethyl or industrial alcohol, diluted or not, that has been denatured or otherwise rendered unfit for beverage purposes.

Alcohol sales district means that area in which alcohol sales are permitted within the city's zoning ordinance.

Alcohol vapor device means any device that provides for the use of air or oxygen bubbled through alcoholic liquor to produce a vapor or mist that allows the user to inhale this alcoholic vapor through the mouth or nose.

Alcoholic liquor means any spirituous, vinous, malt, or fermented liquor, liquids and compounds, whether or not medicated, proprietary, patented, and by whatever name called, containing one-half of one percent or more of alcohol by volume which are fit for use for beverage purposes as defined and classified by the commission according to alcoholic content as belonging to one of the varieties defined in the Act.

Applicant means any person who seeks approval from the city council to sell alcoholic liquors.

Authorized distribution agent means a person approved by the commission to do one or more of the following:

- (1) To store spirits owned by a supplier of spirits or the commission.
- (2) To deliver spirits sold by the commission to retail licensees.
- (3) To perform any function needed to store spirits owned by a supplier of spirits or by the commission or to deliver spirits sold by the commission to retail licensees.

Bar means a barrier or counter at which alcoholic liquor is sold to, served to, or consumed by customers.

Beer means any beverage obtained by alcoholic fermentation of an infusion or decoction of barley, malt, hops, or other cereal in potable water.

Brand means any word, name, group of letters, symbol, trademark, or combination thereof adopted and used by a supplier to identify a specific beer, malt beverage, wine, mixed wine drink, or mixed spirit drink product and to distinguish that product from another beer, malt beverage, wine, mixed wine drink, or mixed spirit drink product that is produced or marketed by that or another supplier. As used in this section and notwithstanding Sections 305(2)(j) and 403(2)(j) of the Act, the term "supplier" means a brewer, an outstate seller of beer, a wine maker, a small wine maker, an outstate seller of wine, a manufacturer of mixed wine drink, an outstate seller of a mixed wine drink, a mixed spirit drink manufacturer, or an outstate seller of mixed spirit drink.

Brand extension means any brand which incorporates all or a substantial part of the unique features of a preexisting brand of the same supplier. As used in this section and notwithstanding Sections 305(2)(j) and 403(2)(j) of the Act, the term "supplier" means a brewer, an outstate seller of beer, a wine maker, a small wine maker, an

¹State law reference(s)—Michigan liquor control code of 1998, MCL 436.1101 et seq.

outstate seller of wine, a manufacturer of a mixed wine drink, an outstate seller of a mixed wine drink, a mixed spirit drink manufacturer, or an outstate seller of a mixed spirit drink.

Brandy means an alcoholic liquor as defined in 27 CFR 5.22(d).

Brandy manufacturer means a person licensed under the Act to engage in the manufacturing, rectifying or blending, or both, of brandy only and no other distilled spirit. Only a licensed wine maker or a small wine maker is eligible to be a brandy manufacturer. The commission may approve a brandy manufacturer to sell at retail brandy which it manufactures, blends or rectifies, or both, at its licensed premises or at other premises authorized in the Act.

Brewer means a person located in the state that is licensed to manufacture and sell to licensed wholesalers beer produced by it.

Brewpub means a license issued in conjunction with a Class C, tavern, Class A hotel, or Class B hotel license that authorizes the person licensed with the Class C, tavern, Class A hotel, or Class B hotel to manufacture and brew not more than 5,000 barrels of beer per calendar year in the state and sell at those licensed premises the beer produced for consumption on or off the licensed brewery premises in the manner provided for in Sections 405 and 407 of the Act.

Cash means money in hand, bank notes, demand deposits at a bank, or legal tender, which a creditor must accept according to law. The term "cash" does not include call loans, postdated checks, or promissory notes.

Church means an entire house or structure set apart primarily for use for purposes of public worship, and which is tax exempt under the laws of the state, and in which religious services are held and with which a clergyman is associated, and the entire structure of which is kept for that use and not put to any other use inconsistent with that use.

Class C license means a place licensed to sell at retail beer, wine, mixed spirit drink, and spirits for consumption on the premises.

Class G-1 license means a place licensed to sell at retail beer, wine, mixed spirit drink, and spirits for consumption on the premises at a golf course having at least 18 holes that measure at least 5,000 yards and which license is issued only to a facility which permits member access by means of payments that include annual paid membership fees.

Class G-2 license means a place licensed to sell at retail beer and wine for consumption on the premises at a golf course having at least 18 holes that measure at least 5,000 yards and which license is issued only to a facility which permits member access by means of payments that include annual paid membership fees.

Club means a nonprofit association, whether incorporated or unincorporated, organized for the promotion of some common purpose, the object of which is owning, hiring, or leasing a building, or space in a building, of an extent and character as in the judgment of the commission may be suitable and adequate for the reasonable and comfortable use and accommodation of its members and their guests, but does not include an association organized for a commercial or business purpose.

Commission means the liquor control commission provided for and created in the Act.

Distiller means any person licensed to manufacture and sell spirits or alcohol, or both, of any kind.

Hotel means a building or group of buildings located on the same or adjoining pieces of real property, which provide lodging to travelers and temporary residents and which may also provide food service and other goods and services to registered guests and to the public.

Class A hotel means a hotel licensed by the commission to sell beer and wine for consumption on the premises only, which provides for the rental of, and maintains the availability for rental of, not less than 25 bedrooms if located in a local governmental unit with a population of less than 175,000 or not less than 50 bedrooms if located in a local governmental unit with a population of 175,000 or more.

Class B hotel means a hotel licensed by the commission to sell beer, wine, mixed spirit drink, and spirits for consumption on the premises only, which provides for the rental of, and maintains the availability for rental of, not less than 25 bedrooms if located in a local governmental unit with a population of less than 175,000 or not less than 50 bedrooms if located in a local governmental unit with a population of 175,000 or more.

License means a contract between the commission and the licensee granting authority to that licensee to manufacture and sell, or sell, or warehouse alcoholic liquor in the manner provided by the Act.

Licensee means any person who has been granted a license to sell alcoholic liquors in the city by the state liquor control commission.

Manufacturer means a person engaged in the manufacture of alcoholic liquor, including, but not limited to, a distiller, a rectifier, a wine maker, and a brewer.

Microbrewer means a brewer that produces in total less than 30,000 barrels of beer per year and that may sell the beer produced to consumers at the licensed brewery premises for consumption on or off the licensed brewery premises. In determining the 30,000-barrel threshold, all brands and labels of a brewer, whether brewed in the state or outside the state, shall be combined and all facilities for the production of beer that are owned or controlled by the same person shall be treated as a single facility.

Minor means a person less than 21 years of age.

Mixed spirit drink means a drink produced and packaged or sold by a mixed spirit drink manufacturer or an outstate seller of mixed spirit drink which contains ten percent or less alcohol by volume consisting of distilled spirits mixed with nonalcoholic beverages or flavoring or coloring materials and which may also contain one or more of the following:

- (1) Water.
- (2) Fruit juices.
- (3) Fruit adjuncts.
- (4) Sugar.
- (5) Carbon dioxide.
- (6) Preservatives.

Mixed spirit drink manufacturer means any person licensed under the Act to manufacture mixed spirit drink in the state and to sell mixed spirit drink to a wholesaler. For purposes of rules promulgated by the commission, a mixed spirit drink manufacturer shall be treated as a wine manufacturer but is subject to the rules applicable to spirits for purposes of manufacturing and labeling.

Mixed wine drink means a drink or similar product marketed as a wine cooler and containing less than seven percent alcohol by volume, consisting of wine and plain, sparkling, or carbonated water, and containing any one or more of the following:

- (1) Nonalcoholic beverages.
- (2) Flavoring.
- (3) Coloring materials.
- (4) Fruit juices.
- (5) Fruit adjuncts.
- (6) Sugar.

(7) Carbon dioxide.

(8) Preservatives.

Occupancy rate means the number of patrons that can be accommodated within the licensed premises as established by the state police, fire marshal division.

On-premises license means a license while allows alcoholic liquors to be sold, served and consumed on the premises of the licensed business, for example, a Class C license, a club license, an A hotel license, a B hotel license, a tavern license, a brewpub license, a microbrewer license, a special license, a report license, a Class G-1 license, and a Class G-2 license. For further definitions of such licenses, see the Act.

Outstate seller of beer means a person licensed by the commission to sell beer which has not been manufactured in the state to a wholesaler in the state in accordance with rules promulgated by the commission.

Outstate seller of mixed spirit drink means a person licensed by the commission to sell mixed spirit drink which has not been manufactured in the state to a wholesaler in the state in accordance with rules promulgated by the commission. For purposes of rules promulgated by the commission, an outstate seller of mixed spirit drink shall be treated as an outstate seller of wine but is subject to the rules applicable to spirits for purposes of manufacturing and labeling.

Outstate seller of wine means a person licensed by the commission to sell wine which has not been manufactured in the state to a wholesaler in the state in accordance with rules promulgated by the commission and to sell sacramental wine as provided in Section 301 of the Act.

Primary source of supply means, in the case of domestic spirits, the distiller, producer, owner of the commodity at the time it becomes a marketable product, or bottler, or the exclusive agent of any such person and, in the case of spirits imported into the United States, either the foreign distiller, producer, owner of the bottler, or the prime importer for, or the exclusive agent in the United States of, the foreign distiller, producer, owner, or the bottler.

Professional account means an account established for a person by a Class C licensee or tavern licensee whose major business is the sale of food, by which the licensee extends credit to the person for not more than 30 days.

Residence means the premises in which a person resides permanently.

Retailer means a person licensed by the commission who sells to the consumer in accordance with rules promulgated by the commission.

Sacramental wine means wine containing not more than 24 percent of alcohol by volume which is used for sacramental purposes.

Sale includes the exchange, barter, traffic, furnishing, or giving away of alcoholic liquor. In the case of a sale in which a shipment or delivery of alcoholic liquor is made by a common or other carrier, the sale of the alcoholic liquor is considered to be made in the county within which the delivery of the alcoholic liquor is made by that carrier to the consignee or his agent or employee, and venue for the prosecution for that sale may be in the county or city where the seller resides or from which the shipment is made or at the place of delivery.

School includes buildings used for school purposes to provide instruction to children in grades kindergarten through 12, when that instruction is provided by a public, private, denominational, or parochial school, except those buildings used primarily for adult education or college extension courses. School does not include a proprietary trade or occupational school.

Small wine maker means a wine maker manufacturing or bottling not more than 50,000 gallons of wine in one calendar year.

Special license means a contract between the commission and the special licensee granting authority to that licensee to sell beer, wine, mixed spirit drink, or spirits. The license shall be granted only to such persons and such organization and for such period of time as the commission shall determine so long as the person or organization is able to demonstrate an existence separate from an affiliated umbrella organization. If such an existence is demonstrated, the commission shall not deny a special license solely by the applicant's affiliation with an organization that is also eligible for a special license.

Specially designated distributor means a person engaged in an established business licensed by the commission to distribute spirits and mixed spirit drink in the original package for the commission for consumption off the premises. (A specially designated distributor holds an SDD license.)

Specially designated merchant means a person to whom the commission grants a license to sell beer or wine, or both, at retail for consumption off the licensed premises. (A specially designated merchant holds an SDM license.)

Spirits means a beverage that contains alcohol obtained by distillation, mixed with potable water or other substances, or both, in solution, and includes wine containing an alcoholic content of more than 21 percent by volume, except sacramental wine and mixed spirit drink.

State liquor store means a store established by the commission under the Act for the sale of spirits in the original package for consumption off the premises.

Supplier of spirits means a vendor of spirits, a manufacturer of spirits, or a primary source of supply.

Tavern means any place licensed to sell at retail beer and wine for consumption on the premises only.

Vehicle means any means of transportation by land, by water, or by air.

Vendor means a person licensed by the commission to sell alcoholic liquor.

Vendor of spirits means a person selling spirits to the commission.

Warehouse means a premises or place primarily constructed, used, or provided with facilities for the storage in transit or other temporary storage of perishable goods or for the conduct of a warehousing business, or for both.

Warehouser means a licensee authorized by the commission to store alcoholic liquors, but prohibited from making sales or deliveries to retailers unless the licensee is also the holder of a wholesaler or manufacturer license issued by the commission.

Wholesaler means a person who sells beer, wine, or mixed spirit drink only to retailers or other licensees, and who sells sacramental wine as provided in Section 301 of the Act.

Wine means the product made by the normal alcoholic fermentation of the juice of sound, ripe grapes, or any other fruit with the usual cellar treatment, and containing not more than 21 percent of alcohol by volume, including fermented fruit juices other than grapes and mixed wine drinks.

Wine maker means any person licensed by the commission to manufacture wine and to sell that wine to a wholesaler, to a consumer by direct shipment, at retail on the licensed winery premises, and as provided for in Section 537 of the Act but not to sell wine to a retailer.

(Code 1974, § 2.1-1; Ord. No. 838, §§ 1, 2, 6-19-2006; Ord. No. 850, § 1, 3-19-2007)

State law reference(s)—Similar provisions, MCL 436.1103 et seq.

Sec. 4-2. Regulations governing sale by glass.

In addition to the rules and regulations of the state liquor control commission and state law, the sale of alcoholic liquors by the glass shall be made in accordance with the provisions of this chapter.

(Code 1974, § 2.1-2; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-3. Number of authorized licenses.

The city is willing to permit all alcohol sales licenses which are issued pursuant to state law provided that the granting of a license to sell alcohol is in conformance with the city's goals and objectives, and further provided that the location for alcohol sales will only occur within in the alcohol sales overlay district as established pursuant to the city zoning ordinance.

(Code 1974, § 2.1-3; Ord. No. 838, §§ 1, 2, 6-19-2006; Ord. No. 1005, § 1, 12-20-2021)

State law reference(s)—Licensing, MCL 436.1501 et seq.

Sec. 4-4. Unissued licenses.

Notwithstanding the terms and conditions of this chapter, the city council is under no obligation to issue any of the remaining unissued licenses available at any given time.

(Code 1974, § 2.1-4; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-5. Reservation of authority.

No applicant for a liquor license has the right to the issuance of such license to him, her, or it. The city council reserves the right to exercise reasonable discretion to determine who, if anyone, shall be entitled to the issuance of such license. Additionally, no applicant for a liquor license has the right to have such application processed and the city council further reserves the right to take no action with respect to any application filed with the city council. The city council further reserves the right to maintain a list of all applicants and to review the same when, in its discretion, it determines that the issuance of an additional liquor license is in the best interest of the city at large and for the needs and convenience of its citizens.

(Code 1974, § 2.1-5; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-6. License transfers.

No on-premises license and no transfer of location or existing licenses shall be approved unless the city council shall find that it is in the city's best interests, and the petitioner or applicant demonstrates a public need and convenience for the granting of such a request.

(Code 1974, § 2.1-6; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-7. Sales or gifts by unlicensed businesses.

No business or individual at a business location may sell, serve or give away within the city any alcoholic liquor unless such business or business location has been licensed or otherwise permitted by the state to sell, serve or give away such items.

(Code 1974, § 15-2; Ord. No. 859, § 1, 11-5-2007)

Sec. 4-8. Locations where sale for consumption on premises prohibited.

- (a) The sale of alcoholic liquors for consumption on the premises shall be prohibited:
- (1) Within 500 feet of a school building.
 - (2) Within 500 feet of a church.
 - (3) In the R1 Single-Family Residential District, in the R2 Single- and Two-Family Residential District, in the R3 Residential District, and in the R-4 Manufactured Home Park District.
 - (4) On a street where, by virtue of density of traffic or other conditions, the proposed use would, in the judgment of the city council, constitute a traffic hazard.
 - (5) At any place where, by reason of insufficient lighting or lack of police patrol, or other conditions, the proposed use would constitute a nuisance in the judgment of the city council.
- (b) Any of the subsections of this section may be waived by the city council where it is deemed to be in the best interests of the city. The distance between the church or school building and the contemplated location shall be measured along the centerline of the street of address between two fixed points on the centerline determined by projecting straight lines, at right angles to the centerline, from the part of the church or school building nearest to the contemplated location and from the part of the contemplated location nearest to the church or school building.

(Code 1974, § 2.1-7; Ord. No. 838, §§ 1, 2, 6-19-2006)

State law reference(s)—Licensees' proximity to church or school, MCL 436.1503.

Sec. 4-9. Required seating capacity of licensees.

Applicable holders of on-premises licenses shall have the following accommodations:

- (1) All motels and hotels selling alcoholic liquor for consumption on the premises which have 30 or more guestrooms shall have a dining table capacity for 25 or more persons.
- (2) All other on-premises licensees which are restaurants selling alcoholic liquor for consumption on the premises shall have a dining table capacity of 25 or more persons.
- (3) No licensee or applicant for a license shall be considered to have the dining table capacity and seating capacity as defined in Subsections (1) and (2) of this section unless the square footage of the dining area shall provide for not less than 15 square feet of space per patron and unless such establishment shall have combined kitchen and food storage facilities having a square footage equal to at least 50 percent of the square footage of the dining table area.

(Code 1974, § 2.1-8; Ord. No. 838, §§ 1, 2, 6-19-2006; Ord. No. 1005, § 2, 12-20-2021)

Sec. 4-10. Compliance with zoning ordinance.

No license for the sale of alcoholic liquor shall be granted for an establishment unless permitted by the zoning ordinance.

(Code 1974, § 2.1-9; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-11. License application fee; payment of obligations to city prerequisite to license issuance or transfer.

A person applying for an on-premises license within the city shall pay a nonrefundable fee of \$400.00 at the time the application for such license is filed and a nonrefundable fee of \$250.00 at the time the application for a renewal of such license is filed. All personal property taxes, all real property taxes and all other obligations due and payable to the city which relate to premises for which a liquor license is sought, or to which or from which a liquor license is sought to be transferred, shall be paid before the city council, shall approve the issuance or transfer of such license.

(Code 1974, § 2.1-10; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-12. License application.

- (a) Any person desiring an on-premises license requiring local governmental approval in the city shall file an application, which is a duplicate to the application which was filed with the liquor control commission, with the city clerk, requesting the approval of the city commission for such license.
- (b) In addition, each applicant seeking any new license, or a reclassification or transfer of an existing license must make an application to the city on forms that will be provided by the city clerk. Such forms shall at a minimum call for statements and information as to all of the following:
 - (1) The full legal name, age, business address, and home address of the applicant. If the applicant is a corporation or limited liability company, the full legal names and home addresses of all the directors, officers and shareholders or members owning a five percent interest or more therein shall be given along with their percentage of ownership. If the applicant is a partnership, the full legal name and home address of each partner shall be given along with their percentage of ownership.
 - (2) The place or places at which the applicant's business or businesses will be located, and the proposed hours of operation for each such business.
 - (3) The nature and character of the food, merchandise or service to be sold or offered for sale by the applicant to members of the public.
 - (4) The applicant's experience, financial capability, history of experience as a liquor licensee, proposed menus and other facts or proposals pertinent to the applicant's business.
 - (5) A list of all assumed, trade or firm names under which the applicant intends to do business.
 - (6) Whether the applicant has ever made application to the commission or any local unit of government for a similar or other license at a location other than described in this application, and the disposition of such application.
 - (7) Whether or not the applicant or person conducting or managing the applicant's business has been convicted of a felony or nontraffic misdemeanor, and if so, the full particulars in connection therewith. If the applicant is a corporation or limited liability company, this information shall be provided for all of the directors, officers, shareholders and members owning a five percent interest or more therein. If the applicant is a partnership, the information shall be provided for each partner.
 - (8) A minimum of three character endorsements for the applicant and/or its officers from endorsers who are not related either personally or financially to the applicant or to the principals of the applicant.

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- (9) Satisfactory evidence to show the applicant has the financial ability to complete its project according to plans and within a reasonable period of time and evidence that all personal and real property taxes for the proposed premises shall be paid in full.
 - (10) A written statement showing history of business activity, if any.
 - (11) Proof that the establishment will conform to the current standards of existing building, plumbing, sanitation, fire and health ordinances, and all other municipal laws and regulations, and that all new applicants conform to the current zoning ordinance.
 - (12) Evidence of having established or being prepared to establish the implementation of procedures to prevent alcohol abuse on its premises or related to its premises by instituting a program such as Training for Intervention Procedures by Services of Alcohol (TIPS), Techniques of Alcohol Management (TAM), or other program deemed to be acceptable by the city.
 - (13) Such other information as the city council or the city manager shall require.
- (c) The application shall be accompanied by building and site plans showing the entire structure and premises where the license is to be utilized. The building plans shall show floor plans, kitchen layout, seating arrangements, planned building alterations and other pertinent physical features. The site plan shall demonstrate adequate off-street parking, lighting, refuse disposal facilities and, where appropriate, adequate plans for screening and noise control.
 - (d) If the information required in subsections (b) and (c) of this section is not received and the application is determined to be incomplete, the applicant must correct and amend the application within 60 days. If the requested information is not received within 60 days, the application will automatically be returned to the applicant without further consideration. Receipt of said information, however, is not a guarantee of acceptance. An application fee, once paid to the city, shall not be refunded to an applicant for any reason.
 - (e) The city clerk, after receiving such application, shall refer it to the police, fire and building departments for their inspection and approval or disapproval.
 - (f) After receiving reports from the departments listed in subsection (e) of this section, the city clerk shall present the application to the city council for their approval or disapproval. If approved, the city clerk shall furnish the applicant with a certificate of approval, which he shall forward to the state liquor control commission, with his request for application for a license to sell alcoholic liquors by the glass.

(Code 1974, § 2.1-11; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-13. Inspection of premises prior to license issuance.

Prior to the issuance of any license, the premises shall be inspected by the chief of police, chief of the fire department, building official, and health department, or by their authorized agents, and such place of business must be approved by each of these departments and shall comply with all of the laws of the state and ordinances of the city relative to health and safety.

(Code 1974, § 2.1-12; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-14. Mandatory grounds for license denial.

An application for approval of a new liquor license, or transfer or upgrading of an existing liquor license, shall be denied by the city council if it finds that any one or more of the following conditions exist:

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- (1) The applicant was previously a licensee whose license was, for cause, recommended for revocation or nonrenewal by the city council or by another governmental unit, or revoked by the commission.
 - (2) The applicant is a corporation which has a director, officer, shareholder, or member owning a five percent interest or more therein, who, if he were the sole applicant, would require mandatory denial pursuant to this chapter.
 - (3) The applicant is a partnership which has a partner who, if he were the sole applicant, would require mandatory denial pursuant to this chapter.
 - (4) The applicant's place of business will be managed or controlled by a person who would, if he were an applicant, require mandatory denial pursuant to this chapter.
 - (5) The applicant is a person who does not own the premises for which a license is sought or does not have a lease therefor for the full period for which the license is sought.
 - (6) The applicant has been convicted of a violation of any federal or state law concerning the manufacture or sale of liquor.
 - (7) The applicant's or licensee's premises has or will have one or more violations of the state construction code and applicable fire, public health, housing or other similar codes and ordinances of the city or the state, or is not in compliance with the city zoning ordinance.

(Code 1974, § 2.1-13; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-15. Discretionary grounds for license denial.

An application for approval of a new liquor license, transfer or upgrading of an existing liquor license, including for retail license applicants and for manufacturer and wholesale applicants, or for the renewal of a liquor license, may be denied by the city council if any one or more of the following conditions exist:

- (1) The sale of beer, wine or spirits will not be incidental and subordinate to other permitted uses upon the premises, such as food sales, a motel operation or a recreational activity. For an establishment which sells food for consumption on site, an applicant must be in compliance with the following criteria:
 - a. For an establishment with a class C, tavern, redevelopment, development, class A hotel, or class B hotel license, the establishment shall prepare food consumption on the premises and at least 50 percent of the gross revenue must be derived from food and non-alcoholic beverage sales. The sale of alcohol for take-out consumption shall not be included in the food/alcohol in-house percentage calculations.
 - b. For an establishment with a brewpub license, the establishment shall prepare food for consumption on the premises and at least 25 percent of the gross revenue must be derived from food and non-alcoholic beverage sales. The sale of alcohol for take-out consumption shall not be included in the food/alcohol in-house percentage calculations.
 - c. For an establishment with a microbrewer, small distiller or small winemaker license, the establishment must meet the food and alcohol sales ratio requirements established by the state liquor control commission.
 - d. In those situations where a licensee fails to meet the requirement of the respective percent of gross revenue derived from food sales as reported during the annual license review under subsection 4-29(2), the city council may grant a grace period for the remainder of the calendar year after the annual license review. This grace period may be provided so that the applicant can

attempt to bring the food sales into compliance with the food percentage requirement by the subsequent annual license review. During the grace period, the licensee shall file progress reports on the food sales percentage every three months. Failure to meet the percent food requirement at the end of this grace period will be grounds for the city council to recommend the denial of a license renewal or license revocation. When a licensee holds multiple licenses, a brewpub and class C license, for example, the lower food percentage requirement will apply.

- (2) The premises do not, or will not reasonably soon after commencement of operations, have adequate off-street parking, lighting, refuse disposal facilities, screening, or noise or other nuisance controls.
- (3) The proposed location is inappropriate, considering:
 - a. Potential traffic safety hazards;
 - b. Accessibility to the premises from abutting roads;
 - c. Proximity to residential areas (taking into account the attitude of adjacent residents);
 - d. The distance from churches, schools, day care centers or similar facilities; and
 - e. The preference for locating such establishments in developed commercial areas rather than in rural or residential areas.
- (4) The applicant's financial capability, experience with similar facilities, or other relevant factors are such that there is a likelihood that the applicant will fail to conform his conduct to the requirements set forth in this chapter, in other city ordinances or in any applicable state law or code.
- (5) The applicant has made a negligent or intentional misrepresentation concerning any material fact in the application or in any oral or written information submitted to the city council.
- (6) The applicant has been convicted of misdemeanor alcohol possession and/or alcohol driving offenses.

(Code 1974, § 2.1-14; Ord. No. 838, §§ 1, 2, 6-19-2006; Ord. No. 924, § 1, 3-18-2013; Ord. No. 959, § 1, 2-15-2016; Ord. No. 1005, § 3, 12-20-2021; Ord. No. 1012, § 1, 6-20-2022)

Sec. 4-16. Priorities to be considered by city council in license approval.

In exercising its authority under the Michigan Liquor Control Code of 1998, Public Act No. 58 of 1998 (MCL 436.1101 et seq.) for the maximum benefit of the city and its persons and property, the city council shall, in deciding whether to approve a new license, the transfer of an existing license or the upgrading of the classification of an existing license, consider the following priorities, such priorities being listed in decreasing order of their importance to the city and its persons and property:

- (1) Restaurants and banquet facilities having a table seating capacity in excess of 25 persons which are located in the alcohol sales district in the C-2 central business district.
- (2) Restaurants and banquet facilities having a table seating capacity in excess of 100 persons which are located in the alcohol sales district in the C-2 central business district.
- (3) Motel, hotel or other lodging facilities which also have restaurants, meeting rooms and banquet facilities.
- (4) Restaurants and banquet facilities having a table seating capacity of 25 persons or more which are located in the alcohol sales district in the Washington Avenue mixed use district.
- (5) Restaurants and banquet facilities having a table seating capacity of 25 persons or more which are located in the alcohol sales district in the C-3 highway commercial zone district.

(Code 1974, § 2.1-15; Ord. No. 838, §§ 1, 2, 6-19-2006; Ord. No. 1005, § 4, 12-20-2021)

Sec. 4-17. Term of licenses; license approval granted subject to certain conditions.

The city approval of a liquor license (new, transfer or upgrade) or the renewal of a liquor license shall remain in effect for a term which shall expire on the same date and shall be for the same time period as the license period approved by the state, unless revoked prior to the end of such time period. All approvals shall be granted subject to the general condition that the applicant shall comply with all representations and assurances contained in the application and in any oral or written information submitted to the city council, including building and site plans. Approval can also be made subject to specific conditions imposed by the city council. Approval of a license shall be with the understanding that any necessary remodeling or new construction for the use of the license shall be commenced within six months of the action of the city council or the state liquor control commission approving such license, whichever last occurs. Any unusual delay in the completion of such remodeling or construction may subject the license to revocation.

(Code 1974, § 2.1-16; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-18. Authority of chief of police to order liquor establishments closed.

The chief of police or his designee is hereby authorized, in the event of any emergency, disturbance or other condition arising in the city, to order any or all liquor establishments closed until the emergency, disturbance or condition has ceased to exist. In addition, the chief of police or his designee is authorized to conduct inspections at any time and/or prior to any hearing for revocation or nonrenewal of a license. After the inspection, the police department shall submit its report to the city manager who shall then forward the report to the city council with a recommendation for their consideration.

(Code 1974, § 2.1-17; Ord. No. 838, §§ 1, 2, 6-19-2006; Ord. No. 1012, § 2, 6-20-2022)

Sec. 4-19. Dancing and entertainment on licensed premises.

- (a) Before any licensee shall permit or allow dancing or entertainment on his premises, he shall first obtain a dance-entertainment permit from the liquor control commission, and the chief of police. Dancing will be allowed under such permit when there is a minimum floor space of 300 square feet and where the seating capacity is less than 100 persons, or a minimum space of 400 square feet in establishments which have a seating capacity of 100 or more persons. Such dance space shall be well marked and defined, and no tables, chairs or other obstacles shall be allowed during the time that dancing is permitted thereon. Such dance-entertainment permit shall be displayed adjacent to the liquor license.
- (b) No licensee who operates a dance hall, pavilion or similar dancing place, charging admission, shall use or give out admission return checks, and no patron who leaves such dance hall, pavilion or similar dancing place shall be permitted to reenter such premises on the same evening without again paying full admission charge.
- (c) No overcrowding on dance floor shall be permitted.
- (d) Smoking or drinking on the dance floor is strictly prohibited.
- (e) No entertainment, such as dancing, monologues, dialogues or other types of performing, shall be allowed in any licensed establishment unless the licensee shall have obtained an entertainment permit, except for orchestras, piano playing or the playing of any other type of musical instrument and/or singers.
- (f) All entertainers must comply with the labor laws of the state.
- (g) No disorderly conduct or lewd, obscene or immoral language or exhibition, dancing or entertainment shall be permitted.

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- (h) Lighting must conform to the rules and regulations of the state liquor control commission.
 - (i) Separate and adequate dressing rooms for male and female entertainers and employees shall be provided.
 - (j) No patron shall be allowed to take any active part in an entertainment in the licensed establishment, except community singing.
 - (k) No licensee shall permit any person under the age of 18 years to entertain, either on a paid or voluntary basis, in any licensed establishment.
 - (l) Such permit may be revoked by the city council, after notice and hearing, whenever such licensee shall fail to comply with this chapter and the rules of the state liquor commission or shall be unable to maintain order and control in such licensed establishment.

(Code 1974, § 2.1-18; Ord. No. 838, §§ 1, 2, 6-19-2006; Ord. No. 1005, § 5, 12-20-2021)

State law reference(s)—Dance permits, MCL 436.1916.

Sec. 4-20. Employee age regulations for licensed premises.

All licensees must have in their possession birth certificates or other documents, showing the place and date of birth of each employee. No person under the age of 18 years shall be permitted to sell or serve any alcoholic liquor or to work either on a paid or voluntary basis in that portion of the premises wherein alcoholic liquor is being served. In on-premises establishments, there shall be on duty at all times during the hours of operation at least one person who has attained the age of 21 years who shall be the supervisor or manager of all other employees who are present at the time.

(Code 1974, § 2.1-19; Ord. No. 838, §§ 1, 2, 6-19-2006; Ord. No. 1005, § 6, 12-20-2021)

State law reference(s)—Similar provisions, MCL 436.1707.

Sec. 4-21. Health and sanitation regulations for licensees and employees.

The following regulations shall be complied with by all licensees where alcoholic liquors are sold for consumption on the premises:

- (1) Licensees and employees shall wear clean clothing and be clean about their person and free from communicable disease. No person who is a carrier of an infectious disease shall be employed where food or beverages are prepared, handled, stored or served.
- (2) Licensees and employees must have in their possession a current health card, not less than one year old, indicating results of a tuberculosis test.
- (3) Licensees shall also comply with all other regulations of the health department.

(Code 1974, § 2.1-20; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-22. Hours of sale; no Sunday sales or on Christmas. (Amended by Ordinance 1042, 11.17.25)

- 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.

~~No licensee shall sell or serve any alcoholic liquors after 2:00 a.m. on any Sunday or between the hours of 9:30 p.m. on December 24 to 7:00 a.m. on December 26; provided that if December 26 falls on Sunday, that the prohibition time shall extend for the entire day of Sunday. In addition, no licensee shall sell or serve any alcoholic liquors between the hours of 2:00 a.m. and 7:00 a.m. on any other day, except that on January 1, alcohol may be served until 4:00 a.m. All hours other than those which are prohibited shall be the legally established times for alcohol sales for the city, unless such hours of operation are further limited or prohibited by the state.~~

(Code 1974, § 2.1-21; Ord. No. 838, §§ 1, 2, 6-19-2006)

State law reference(s)—Similar provisions, MCL 436.2113, 436.2114.

Sec. 4-23. Prohibited acts by licensees, agents or employees.

No licensee, or his agent or employee, shall engage in, or permit others to engage in, any illegal occupation or illegal act on his licensed premises.

- (1) No licensee, or his agent or employee, shall refuse, fail or neglect to cooperate with any law enforcement officer in the performance of such officer's duties to enforce the provisions of Public Act No. 58 of 1998 (MCL 436.1101 et seq.), and the rules and regulations promulgated thereunder.
- (2) No licensee, or his agent or employee, shall allow in or upon his licensed premises any improper conduct, disturbances, lewdness, immoral activities or indecent, profane or obscene language, songs, entertainment, literature, pictures or advertising material, or cause to have printed or distributed any lewd, immoral, indecent or obscene literature, pictures or advertising material.
- (3) No licensee, or his agent or employee, shall suffer or allow in or upon his licensed premises the annoying or molesting of patrons or employees by other employees or patrons, or any accosting and/or soliciting for immoral purposes.
- (4) No licensee, or his agent or employee, shall permit his licensed premises to be frequented by or to become the meeting place, hangout or rendezvous for known prostitutes, vagrants or those who are known to engage in the use, sale or distribution of narcotics or in any other illegal occupation or business; provided that no licensee shall be disciplined under this subsection until he has been warned by the commission or the law enforcing agency having jurisdiction thereof, and has failed to comply with the requirements of this section.
- (5) No licensee shall permit any person engaged in the serving of food or alcoholic liquor in his establishment to eat, drink or mingle with the patrons.
- (6) No licensee shall allow upon his licensed premises any gambling or gaming devices or paraphernalia of any nature, type or description, machines or apparatus, or gambling or gaming of any kind whatever, unless such gambling or gaming devices or paraphernalia are licensed and permitted by the state.

(Code 1974, § 2.1-22; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-24. Sale, etc., to minors.

No licensee shall sell, offer for sale, give or barter, serve or otherwise furnish alcoholic liquors to any person who shall not have attained the age of 21 years.

(Code 1974, § 2.1-23; Ord. No. 838, §§ 1, 2, 6-19-2006)

State law reference(s)—Similar provisions, MCL 436.1701.

Sec. 4-25. Licensees to comply with chapter; responsibility for conduct of patrons.

It shall be the duty of the licensee to comply with the provisions of this chapter. Such licensee shall be responsible for the conduct of patrons and employees and shall maintain order in his place of business at all times.

(Code 1974, § 2.1-24; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-26. Giving away in connection with business; sale to intoxicated persons, consumption by employees of licensees while on duty.

- (a) No licensee shall give away any alcoholic liquor of any kind or description at any time in connection with his business, except manufacturers for consumption on the premises only.
 - (1) A vendor shall not sell, serve, or furnish any alcoholic liquor to any person in an intoxicated condition.
 - (2) A licensee shall not allow a person who is in an intoxicated condition to consume alcoholic liquor on the licensed premises.
- (b) There shall be no drinking of alcoholic liquors by employees while on duty.
 - (1) A licensee, or the clerk, servant, agent, or employee of a licensee, shall not be in an intoxicated condition on the licensed premises.
 - (2) A licensee shall not allow an intoxicated person to frequent or loiter on the licensed premises except where the intoxicated person has been refused service of further alcoholic liquor and continues to remain on the premises for the purpose of eating food, seeking medical attention, arranging transportation that does not involve driving himself, or any other circumstances where requiring the person to vacate the premises immediately would be considered dangerous to that person or to the public.
 - (3) A licensee shall not allow a minor to consume alcoholic liquor or to possess alcoholic liquor for personal consumption on the licensed premises.
 - (4) A licensee shall not allow any person less than 18 years of age to sell or serve alcoholic liquor.
 - (5) A licensee shall not allow any person less than 18 years of age to work or entertain on a paid or voluntary basis on the licensed premises unless the person is employed in compliance with the youth employment standards act, Public Act No. 90 of 1978 (MCL 409.101 et seq.). This Subsection (b)(5) does not apply to an entertainer under the direct supervision and control of his parent or legal guardian.

(Code 1974, § 2.1-25; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-27. Grounds for license revocation; right to hearing.

The violation of any of the provisions of this chapter, the laws of the state and/or the rules of the liquor control commission and the county department of health rules and regulations relating to food establishments shall be sufficient cause for the recommendation by the city council to the liquor control commission that the license theretofore granted for the sale of alcoholic liquors for consumption on the premises be revoked. Any licensee holding an alcoholic liquor license from the state, which license has been approved by the city council, and who fails or neglects to comply with the terms of this chapter, shall be liable for the recommendation that such license be revoked; provided that, in the event of such recommended revocation, the licensee shall be entitled to a hearing before the city council. In addition to the aforesaid grounds for revocation, the city council may, by majority vote of all members, object to the renewal of an existing liquor license or request revocation of an existing liquor license upon any one or more of the following grounds:

- (1) Any remodeling or construction, identified as necessary for the use of the licensed premises at the time the license is approved or renewed, which has either not been commenced within six months or completed within one year. These time periods shall run from the date of approval or renewal of the liquor license by the commission;
- (2) The licensee or licensed premises meets any of the mandatory grounds for disapproval set forth in this chapter;
- (3) The operation of the licensee's business or the circumstances and conditions surrounding the licensee's business have changed, such that the licensee or licensed premises meets any of the discretionary grounds for disapproval set forth in this chapter;
- (4) The licensee maintains a nuisance upon the licensed premises;
- (5) The licensee has made a negligent or intentional misrepresentation concerning any material fact;
- (6) The licensee has failed to comply with any general or specific condition imposed pursuant to the granting of a license;
- (7) The license has not been activated by the licensee within one year after approval by the city council;
- (8) Three or more violations of state or local licensing regulations within one year; or
- (9) The licensee has failed to comply with the ordinances and/or policies of the city.

(Code 1974, § 2.1-26; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-28. Hearing on license denial, revocation, or nonrenewal, etc.

- (a) Unless the city council chooses not to consider a new license application, the city council shall grant a public hearing upon a license application when, in its discretion, the city council determines that the issuance of an additional liquor license is in the best interests of the city at large and for the needs and convenience of its citizens. Before the city council may take action to deny approval of any new application, transfer or upgrading of classification, request revocation of an existing license, or file objections to the renewal of an existing license, the applicant or licensee shall be entitled to a hearing before the city council. The city clerk shall give the applicant or licensee notice of the hearing by certified mail, return receipt requested or by personal delivery, mailed not less than ten days prior to the hearing. Such notice shall contain the following:
 - (1) The date, time and place of the hearing.

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- (2) A statement that the applicant or licensee may be present to present evidence and testimony, confront adverse witnesses, and present evidence and arguments.
 - (3) If the hearing is for a renewal or revocation, the tentative action and reason for the proposed action.
 - (4) The applicant's right to be represented by an attorney.
- (b) Following the hearing, the city council shall submit to the commission a resolution setting forth the action taken and a written statement of its findings of fact and the basis for its action. The city clerk shall forward, by first class mail, a copy of the council's submission to the commission within 20 days of the date of the council's action.

(Code 1974, § 2.1-27; Ord. No. 838, §§ 1, 2, 6-19-2006)

Sec. 4-29. Annual license review.

An annual license review shall be required for each facility which sells alcohol for on-premises or off-premises consumption. Such annual review shall be governed by the following rules and procedures:

- (1) The city manager shall review the operations of all entities that are licensed by the liquor control commission, hereinafter "the commission," or who are otherwise authorized to sell alcohol within the city for the calendar year concluding the previous December 31. The city manager may invite or require staff members and/or other individuals to be present for the annual review of an applicant as is deemed necessary by the city manager.
- (2) For an applicant that sells food and alcohol for consumption on the premises, the applicant shall provide a confidential report of its sale of alcohol and food for the prior calendar year on or before February 15 to the city manager. Such information for the applicant shall be reported and verified by the tax accountant of the applicant on the basis of the business and accounting records of a licensee. Such a report shall not require an audit, however, by the tax accountant of the applicant. In addition, an applicant shall provide such other information as may be requested by the city manager and the applicant shall also appear in person before the city manager to answer questions and to provide such information as may be requested by the due date and at such time as may be specified by the city manager.
- (3) For all applicants that sell alcohol, the city manager shall consider the conformance of each licensee with the requirements of this chapter, the city's alcohol licensing policies, the state liquor control code, and the commission's rules. As a part of this review, the city manager shall consider information as to any complaints that were filed with the city's zoning administrator and the chief of police, any complaints that were filed with the commission, and other material that the city manager determines to be relevant.
- (4) No later than March 14 of each year, the city manager shall file with the city council his or her recommendations for further action, if any, by the council with respect to objecting to the renewal of an entity's license. In addition, the city manager shall file with the city council such information which may be requested by the city council which has been received by the city manager from the license holder, city staff and/or the general public.
- (5) The city council no later than March 21 of each year shall consider the city manager's report at a regular or special meeting. If so directed by the council, the city manager shall file not later than March 24 of each year, a communication with the commission objecting to the renewal of a license or permit to sell alcohol within the city.
- (6) If an objection is filed with the commission, a license holder shall have the right to have a hearing before the city council to give reasons as to why its license should be renewed.

(Code 1974, § 2.1-28; Ord. No. 838, §§ 1, 2, 6-19-2006; Ord. No. 924, § 2, 3-18-2013; Ord. No. 956, § 1, 1-18-2016; Ord. No. 998, § 1, 1-4-2021; Ord. No. 1012, § 3, 6-20-2022)

Sec. 4-30. Criteria to be considered in annual license review.

At the time of the annual review by the city council of on-premises and off-premises licenses for purposes of making recommendations to the state liquor control commission regarding renewal of such licenses, the council shall consider the following:

- (1) Whether a licensed establishment has been operated during the existing license year in a manner reasonably likely to adversely affect investment in real property in the vicinity of the establishment;
- (2) Whether the licensee maintained a nuisance upon the premises;
- (3) Whether the licensee failed to comply with any restrictive covenant between the city and the licensee;
- (4) Whether the licensee failed to comply with any requirement of the state liquor control act, or the administrative rules of the state liquor control commission;
- (5) Whether the licensee failed to comply with any provisions of this Code applicable to the licensee;
- (6) Whether the licensee failed to comply with or violated any applicable statute, law, rule, or regulation;
- (7) Whether the licensee failed to provide adequate security for its patrons or their property;
- (8) Whether the licensee failed to comply with any condition imposed by the city council on the granting of any license;
- (9) Whether the licensee is delinquent in paying any personal property taxes;
- (10) Whether the consumption of spirits has occurred, if licensed to sell only beer or wine or both beer and wine;
- (11) Whether dancing or live entertainment open to the public has occurred, with or without an admission charge, unless holding a valid dance or dance-entertainment permit;
- (12) Whether any disorderly conduct or action which disturbs the peace and good order of the neighborhood has occurred;
- (13) Whether any incidents of prostitution, solicitation for prostitution, or larceny have occurred;
- (14) Whether any possession, sale or use of any illegal drug or controlled substance has occurred;
- (15) Whether the use of interior lighting which is insufficient to enable a person with average vision to clearly see all persons within the premises is occurring; and
- (16) The reports of city staff and the input of the public.

(Code 1974, § 2.1-29; Ord. No. 838, §§ 1, 2, 6-19-2006; Ord. No. 959, § 1, 2-15-2016)

Sec. 4-31. Applications for an SDD license, SDM license, or for another license which permits the sale of alcohol for off-premises consumption.

- (a) Persons, other than those seeking an on-premises license, who desire to sell alcoholic liquors within the city shall file with the city that information required to be submitted under section 4-12 and shall pay a nonrefundable filing fee of \$250.00. Such information shall be filed with the city clerk within ten days of such person filing an application with the liquor control commission for the state. This information shall be filed with the city, so as to permit comment by the city to the liquor control commission.

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- (b) An applicant or licensee shall have the right to a hearing before the city council pursuant to Section 4-28. The standards for recommending the approval, denial or revocation of a license or permit shall be those standards as may be found in this chapter and the laws, rules and regulations of the state.
- (c) Applications and licenses shall not be transferred, except where the business is to be conducted at the same location. An SDM license, SDD license, small wine maker license, small distiller license and a brewpub license shall be permitted in zone districts as follows:
- (1) SDD (specially designated distributor) licenses shall be granted only for locations which are in an alcohol sales district in the Washington Avenue mixed use district or in the C-3 highway commercial zone district. An SDM (specially designated merchant) license, a microbrew license, a small wine maker license, a small distiller license or a brewpub license shall be permitted in the Washington Avenue mixed use district, in the C-3 highway commercial zone district, and in the C-2 central business district on parcels which are also zoned as being in the alcohol sales district as a take-out parcel. Off-premises licensees may only do business if a parcel is zoned for off- premises sales.
- (d) All licensees or holders of permits which allow an applicant to sell alcohol for consumption off of the premises must comply with the following additional restrictions:
- (1) Except as otherwise permitted, SDM and SDD licenses shall only be permitted in the WMU, the Washington mixed use zone district, or in the C-3, the highway commercial zone district, at a location where there is an established grocery store, food market, delicatessen, drugstore business, or full service restaurant. SDM licensees shall only be permitted in the C-2, central business district, at a location where there is an established full service restaurant or a specialty food store which is primarily a delicatessen, meat market, and/or cheese/cracker store.
 - (2) A customer display area for alcoholic liquors for take-out sales must not exceed, at all times, 25 percent of the total retail display area of the business.
 - (3) Such 25 percent area shall be measured on the basis of the following procedures:
 - a. The floor area of all merchandise displays, shelving, coolers, display counters, etc., which contain any alcoholic beverages, shall be measured except that the walk-in coolers shall not be included in this floor area measurement calculation, provided that the floor space in a walk-in cooler does not exceed 120 square feet.
 - b. The total floor area occupied by all merchandise displays, shelving, coolers, display counters, etc., for all merchandise, shall be measured except that walk-in coolers shall not be included in this floor area measurement calculation, provided that the floor space in a walk-in cooler does not exceed 120 square feet.
 - c. The total area described in Subsection a., above, will be divided by the total floor area described in Subsection b., above.
 - d. The quotient of the said two areas, based upon the above procedures, shall determine the percentage of the total retail display area of a business which is used for the sale of alcoholic beverages.
 - e. In those instances where the city finds that a licensee failed to meet the 25 percent area restriction during the annual license review period, the licensee shall be liable for a fee of \$100.00 for each additional inspection that is required during that annual review period to determine whether the licensee has come into compliance with the 25 percent restriction.
 - (4) It is the intention that the sale of alcohol for a business with an SDM license, an SDD license, a microbrew license, or a brewpub license be incidental to the primary business of the establishment.

-
- (5) No license shall be granted or renewed for any person who has past due bills, taxes or special assessments owing to the city.

(Code 1974, § 2.1-30; Ord. No. 838, §§ 1, 2, 6-19-2006; Ord. No. 874, § 1, 9-15-2008; Ord. No. 923, § 1, 10-1-2012; Ord. No. 924, § 3, 3-18-2013; Ord. No. 959, § 1, 2-15-2016; Ord. No. 1005, § 7, 12-20-2021)

Sec. 4-32. Equal service.

The licensee and employees of such establishments shall not refuse to serve any person because of his religion, race, color, national origin, age, sex, or marital status, and licensees shall provide an equal opportunity for employment, without discrimination as to religion, race, color, national origin, age, sex, height, weight, or marital status.

(Code 1974, § 2.1-31; Ord. No. 838, §§ 1, 2, 6-19-2006)



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MEMORANDUM

DATE: Wednesday, January 14, 2026

TO: Tim Klunder, City Manager

FROM: Tim Maday, Community Development Director

RE: **January 20th City Council meeting agenda – 17 E Main Ave – El Rancho, Inc #8 – Alcohol license application – Community Development Department report**

The Community Development Department (the City's building and zoning department) makes the following comments related to the City's alcohol ordinance (ZCC Vol. I, Chapter 4) and the alcohol license application from El Rancho, Inc. #8 for the property at 17 E Main Avenue.

The building at the property, which includes the main floor restaurant space, was constructed in 2024. The interior build-out for the approximately 3,755 square foot restaurant with proposed alcohol service is currently in process. Staff has reviewed and approved the construction plans for the project, and the various contractors have obtained the required building, mechanical, electrical, plumbing, and fire suppression permits. Inspections are being conducted as required by code, and a certificate of occupancy will not be issued until all work is complete and compliant with applicable codes and city ordinances.

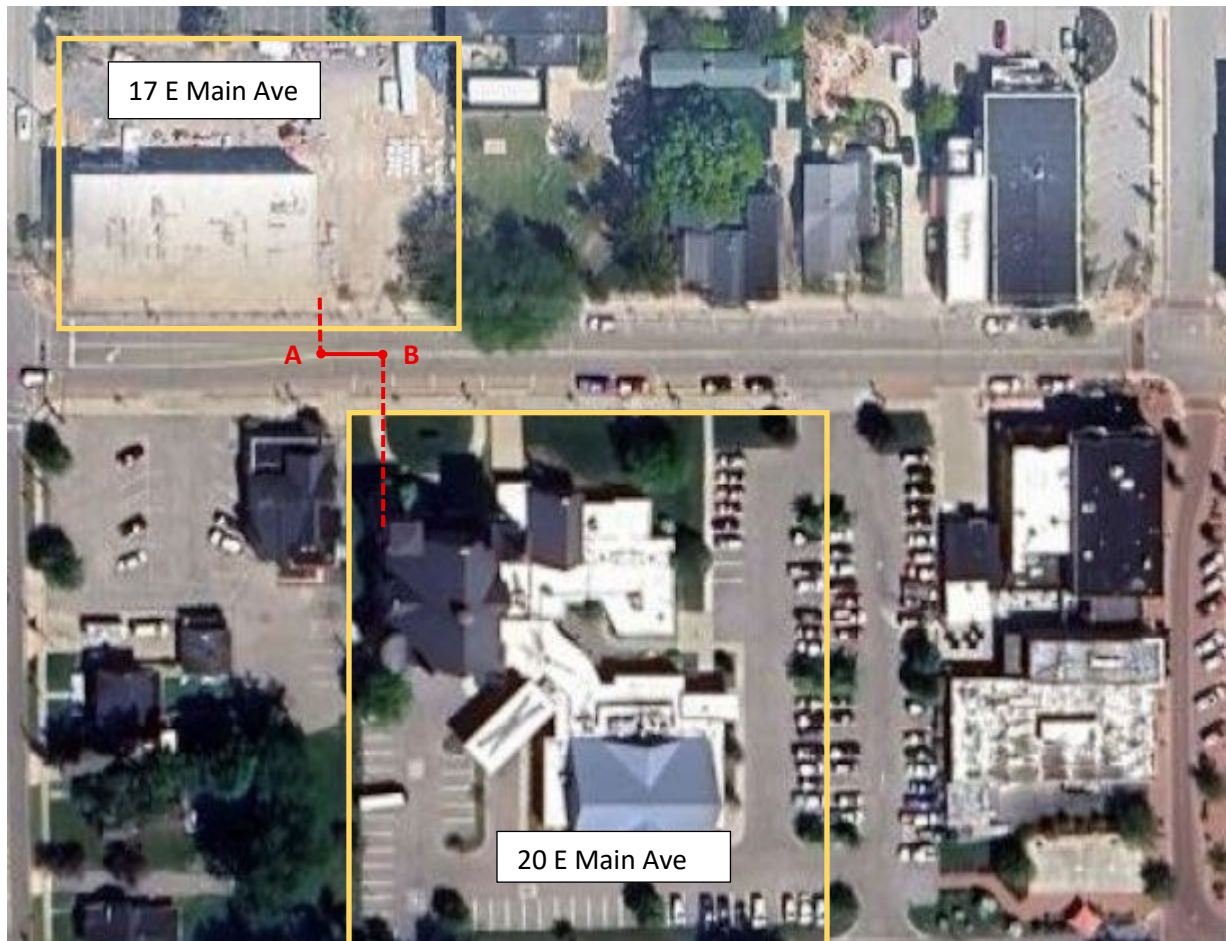
The primary zoning of this parcel is C-2 – Central Business District, which makes the parcel eligible for inclusion in the AO – Alcohol Sales Overlay District. Like the majority of downtown, this parcel is already included in the AO district for the sale of alcohol for on-premises and off-premises consumption. The sale of alcohol requires Planning Commission special land use approval. The special land use application for the sale of alcohol from this property was heard by the Planning Commission on September 4, 2025. At that meeting, the Planning Commission found that the application met the relevant special land use standards for the sale of alcohol, and the application was approved.

As shown on the floor plan for the facility dated May 21, 2025, the patron seating capacity of the establishment exceeds the 25-seat minimum for establishments selling alcohol for on-premises consumption contained in Section 4-9 of Volume I of the Zeeland City Code.

The Community Development Department does not have city ordinance concerns regarding this application at this time. Please contact me with any questions regarding this memo.

El Rancho – 17 E Main Ave – Alcohol Measurements

ATTACHMENT #4



Key	
Point	Description
A	East wall of 17 E Main Ave
B	West wall 20 E Main Ave

Measurement	
Distance	Description
35'	East wall of 17 E Main Ave to west wall of North Street Christian Reformed Church (AB)



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INTEROFFICE MEMORANDUM

TO: Tim Klunder, City Manager
FROM: Kevin Plockmeyer, ACM/Finance Director
SUBJECT: El Rancho, Inc. #8 – 17 East Main
DATE: December 31, 2025

There is no Personal Property at the location and the applicant holds no other Personal Property within the City, so there are no outstanding property taxes due. As is such, the City of Zeeland's Treasurers Office sees no reason to deny the application.

Kevin Plockmeyer, ACM/Finance Director

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MEMORANDUM

DATE: Thursday, January 15, 2026

TO: Tim Klunder, City Manager

FROM: Tim Maday, Community Development Director

RE: **January 20th City Council meeting agenda – 17 E Main Ave parking demand and availability**

At recent Planning Commission and City Council meetings, questions have been raised regarding whether adequate parking capacity exists to serve the new development at 17 E. Main, particularly if the 72 leased spaces at the North Street Church lot are excluded. As this question may arise again during the January 20 public hearing related to the liquor license application for El Rancho, Inc. #8, staff has conducted additional analysis of parking availability for the building and the west zone of downtown.

Parking Demand Calculation

If the parcel were located outside of the Central Business District, application of the City's current parking ordinance, which relies on conservative, use-based parking ratios, would result in an estimated parking demand of approximately 135 spaces. This estimate assumes full occupancy of all 22 residential units, the salon operating at full capacity (including both active and waiting customers), and the restaurant operating at its maximum permitted occupancy simultaneously.

Staff analysis shows that there are approximately 136 parking spaces available in the immediate vicinity of the development, inclusive of the 47 on-site spaces at 17 E Main Ave. This total reflects the most immediate on- and off-street parking resources serving the block and does not include additional municipal parking supply located elsewhere downtown.

Parking Area	Quantity
17 E. Main Ave – On-site	47
E. Main Ave – On-street (State to Elm)	17
Coz 46 E. Main Lot	37
Elm St On-street (Main to Washington)	17
W. Main On-street (within ~660')	18
Total	136

The 47 on-site spaces directly offset a substantial portion of the development's projected demand, and existing on- and off-street parking is already in place around the site. As a result, this is not a scenario in which 135 new parking spaces would need to be created to accommodate the use.

Comparison with Block 2 – North side of downtown between Elm Street and Church Street

For context, Block 2 is served primarily by the North Municipal Parking Lot, which contains approximately 126 spaces and supports roughly 16–17 buildings with a mix of restaurants, retail, office, salon, and residential uses. On-street parking along Main Avenue also contributes to meeting demand in this block.

The overall square footage and intensity of use served by the shared parking system in this block exceed what is present on Block 1. The Rich & Associates parking study indicates that Block 2 accommodates this level of demand with relatively few operational issues, demonstrating that shared municipal parking in downtown Zeeland functions effectively at a scale greater than what is proposed for 17 E Main Ave.

Dedicated Versus Shared Parking

While the parking spaces identified above are shared and available to all users, the complementary nature of downtown parking significantly reduces actual peak demand conflicts. The parking study shows that the highest overall parking demand downtown occurs during the midday lunch period. At that time, residential tenants are typically away at work, reducing overlap between residential and commercial demand.

Similarly, office users in this block generally vacate shared parking areas prior to the evening dinner period, when restaurant demand increases. This staggered pattern of peak demand is consistent with shared parking assumptions used in the parking study.

It is also notable that each primary use on this block, including the new development, has access to its own off-street parking. As a result, reliance on shared public parking spaces is likely lower on this block than in the core blocks of downtown where buildings lack on-site parking entirely.

At a systemwide level, the Rich & Associates study concluded that downtown Zeeland has sufficient overall parking capacity, including within and adjacent to this block, and that total parking supply is not a limiting factor under current or near-term development conditions.

Night and Weekend Capacity

The parking study further confirms that evening and weekend periods represent the lowest overall parking demand downtown. This aligns well with the operational characteristics of the proposed restaurant use, meaning its peak activity occurs during periods when excess parking capacity is available.

While not included in the capacity totals above, both the North and South Municipal Parking Lots, along with our current leased spaces at North Street CRC and Huntington Bank, are also located within approximately 650 feet of the site and remain available to patrons as needed, further reinforcing the availability of parking options.

Conclusion

Even excluding the 72 leased spaces at the North Street Church lot and the 60 leased spaces at Huntington Bank, staff analysis demonstrates that adequate parking capacity exists to serve the 17 E. Main development under City ordinance and consistent with the findings of the parking study. The addition of 47 on-site spaces, combined with existing shared parking capacity and the complementary nature of downtown parking demand, supports the conclusion that parking availability should not be a limiting factor for this project.

Staff acknowledges that there may be an initial adjustment period following the opening of the restaurant associated with the proposed liquor license, during which patrons become familiar with appropriate parking locations for the development.



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INTEROFFICE MEMORANDUM

TO: Mayor Van Dorp and City Council Members

FROM: Tim Klunder, City Manager

Kevin Plockmeyer, ACM of Infrastructure/City Services and Finance

SUBJECT: Snowmelt Operation and Maintenance Special Assessment District Report

DATE: January 16, 2026

CC: City Council Work Study Agenda and Action Items January 20, 2026

At our last meeting, City Council authorized Snowmelt Operation and Maintenance Special Assessment Resolution No. 1 (attachment No. 1). This resolution states, *"The City Manager is hereby directed to cause to be prepared a report which shall include necessary plans, profiles, specifications, and detailed estimates of the cost, an estimate of the life of the improvement, a description of the assessment district, recommendations as to what portion of the project must be borne by the Special Assessment District and the portion, if any, to be borne by the City, and such other pertinent information as will permit the City Council to decide the cost, extent, and necessity of the improvement proposed."* As staff, it is our pleasure to provide the necessary information for this report in the remainder of this memo and subsequent attachments.

Plans, Profiles, and Specifications

This project involves the operation and maintenance of a number of systems that have either been constructed or will be constructed in the very near future. As such the plans, profiles, and specifications have been approved by City Council over the past number of years. These projects include:

Elm Street Reconstruction – Awarded by City Council on 3/20/2017
City Hall Boiler Replacement Project – Awarded by City Council on 6/28/2017
Howard Miller Boiler Replacement Project – Awarded by City Council on 3/16/2020
Library Alley and Cherry Street Project – Awarded by City Council on 2/26/2021
Main Avenue Snowmelt and Streetscape – Awarded by City Council on 2/4/2023
Church Street Reconstruction Project – Affirmed by City Council on 12/1/2025

Because these projects have been awarded by City Council and the design of which does not impact this overall special assessment, the plans have not been included as part of this report. If any member of council wishes to see these plans, profiles, and specifications, they will be available

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upon request. While this is the case, a map of the overall snowmelt system is attached to this report (attachment No. 2).

Project Phasing

As has been noted, some of the system has already been completed and portions have yet to be completed. Because this is the case, we would expect the following phasing as to when it is expected that the system will be operational for specific parcels:

- South of Main along Elm – Currently Operational
- North Side of Cherry – Currently Operational
- Area Surrounding the Howard Miller Library – Currently Operational
- South of Main between 146 and 150 East Main – Currently Operational
- Area along Main from State to approx. 180' east of Maple – Currently Operational
- East Side of Church from Central to Washington – Anticipating 2026-2027 Heating Season
- West Side of Church from Central to Cherry – Anticipating 2026-2027 Heating Season
- West Side of Church from Main to Washington – Anticipating 2026-2027 Heating Season

Because it is anticipated that the entire system will not be operational at the time of the adoption of the special assessment, parcels will not be responsible for the payment of a special assessment until they receive benefit from the snowmelt system abutting their respective parcel.

Detailed Estimates of Cost

The original goal of City Council, as outlined in the 2023 special assessment report, was to establish a sustainable funding model for the snowmelt system by accounting for both ongoing operating costs and long-term maintenance and replacement needs. To achieve this, the report outlined an approach that proposed dividing the annual fee into two components: a commodity or heating charge to cover the cost of natural gas used to heat the glycol, and a readiness to serve or capital charge to fund future maintenance and replacement of system infrastructure.

The commodity charge was calculated using historical average gas usage, the prior year's average gas cost, and the total square footage served by the system. Using average system usage of 36,636 THM, a 2022–2023 gas cost of \$0.92 per THM, and 36,527 square feet of snowmelt area, the resulting commodity charge was calculated at \$0.92 per square foot on an annual basis. This amount was intended to remain fixed during an assessment cycle and adjusted in future cycles as conditions changed.

The readiness to serve or capital charge was developed by evaluating the major system components, their useful life, and the total investment made in each. Based on the investments and estimated lifespans identified in 2023, the annual capital cost was calculated at approximately \$123,200, which equated to \$1.19 per square foot when the system was fully built out to 103,479 square feet. When combined with the commodity charge, the total annual operation and



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maintenance cost was estimated at \$2.11 per square foot, which fell within the range previously presented to City Council.

In response to the 2023 special assessment report, City Council decided not to levy the readiness to serve or capital charge. Instead, Council set aside approximately \$600,000 as an endowment to fund the long term maintenance and replacement portion of the snowmelt system. This endowment was intended to relieve downtown property owners of the readiness to serve or capital charge for as long as the endowment funds remained available.

As part of the current special assessment cycle, staff intends to levy only the commodity or heating charge again at a rate of \$0.92 per square foot. This recommendation is being made because the City is still working to establish a more accurate understanding of the true operating and heating costs of the snowmelt system. Actual heating costs have fluctuated significantly, ranging from approximately \$0.33 per square foot in some seasons to as high as \$1.30 per square foot in others. Continuing the assessment at \$0.92 per square foot for another cycle is intended to provide additional data and stability, allowing staff to better refine and confirm the long term operating costs of the system.

As part of this special assessment cycle, staff is not recommending that the readiness to serve or capital charge be levied. After accounting for the capital charges that would have otherwise been levied and the interest earnings generated by the endowment, the snowmelt endowment continues to maintain a balance of nearly \$600,000. In addition, when incorporating the snowmelt components and additional square footage being added along Church Street and in the downtown passageway, the calculated capital charge would be reduced to approximately \$1.10 per square foot. This remaining endowment balance is considered sufficient to fund the capital maintenance and replacement needs of the system at this time, eliminating the need to impose a capital charge during this assessment cycle.

Estimated Life of the Improvement

The life of a snowmelt system is a function of the useful life of its individual parts. While the piping and tubing may have a life greater than 60 years, the useful life of the pumps and boilers is anticipated to be between 20 and 30 years. In a normal application, the useful life of the sidewalk which contains the snowmelt tubing may be 20 to 30 years, but because it is not exposed to the traditional freeze/thaw cycle of a normal sidewalk neighboring communities have experienced useful lives eclipsing the 30-year useful life cycle. Because this is the case, as included in the detail estimates of cost, the useful life of the system is estimated to be as follows:

Snowmelt Boilers, Pumps, Heat Exchangers, Etc. – useful life of approximately 20 years.

Snowmelt Piping, Tubing, Insulation – useful life of approximately 50 years.

Valves, Manifolds, Glycol, and Sensors – useful life of approximately 25 years.

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Special Assessment District

The assessment district is described as the properties abutting the following areas:

- a. Main Avenue from State Street east through the parcel at 421 East Main Avenue
- b. Elm Street from Main Avenue to Cherry Avenue
- c. Church Street from Central Avenue to Washington Avenue
- d. The North Side of Cherry Avenue from Elm Street to Church Street.

A listing of properties is included as attachment No. 3 of this report.

Cost of the Project to be borne by the Special Assessment District

Each parcel in the special assessment district will be billed the \$.92 commodity charge and will not be charged the \$1.10 capital charge per square foot of snowmelt with the following considerations:

Parcels exempt from a special assessment will be paid for by the city at large. This includes the following parcels:

- Zeeland Public Schools – 320, 405, and 410 East Main Avenue
- United States Postal Service – 155 East Main Avenue and 20 North Church

Owner-occupied single-family homes will be paid for by the city at large. This includes the following parcels:

- 43 East Main Avenue
- 311 East Main Avenue

Square footage of snowmelt on each parcel will be calculated using the following assumptions. Areas that are outside the areas outlined will be considered the responsibility of the city:

- Crosswalks will be the responsibility of the city.
- Bump outs are the responsibility of the city.
- Corner lots are calculated to the lot line. Corner sidewalks are only calculated in instances where the snowmelt connects to the snowmelt in an adjacent parcel. Corner lots are charged for the frontage with the least amount of assessable square footage of snowmelt.
- Square footage is calculated from the back of curb (or inferred back of curb) to edge of snowmelt nearest the face of building.
- Sidewalk square footage along Elm Street is calculated based on a sidewalk width of 9' (based on similar sidewalk widths in the district Cherry, Main west of Church, etc.).

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- Public passageways are the responsibility of the city, aside from areas reserved for private use.

In addition to the considerations listed above, entities for which we have a shared-use parking agreement (North Street CRC, First CRC, and Second Reformed) will be modified to reflect that sidewalks with snowmelt that abut a leased parking lot will be paid for by the city at large.

Finally, snowmelt systems on private property not included in an easement or other such operating agreement will be charged both the commodity charge and the capital charge.

The estimated cost to operate and maintain the snowmelt system for the term of this special assessment cycle is \$245,920.86 per year which is calculated based on a total of 121,743 square feet of snowmelt at \$2.02 per square foot (\$.92 operating charge plus \$1.10 capital charge). The City is proposing to pay for \$202,759.96 of this total cost or 82% of the operating costs. This \$202,733.70 is broken down as follows:

- \$49,395.50 represents the capital charge that will be covered by the “endowment” within the Snowmelt Operations Fund. 1
- \$24,282.42 represents the amount of the special assessment within district that cannot be specially assessed (United States Postal Service and Zeeland Public Schools).
- \$34,622.80 represents the special assessment on the City of Zeeland parcels and passageways not included in the special assessment.
- \$94,459.24 represents the square footage on specific parcels that has been excluded from the special assessment (both capital and commodity charge) per the exceptions listed above.

The remaining \$43,160.90 will be spread among the parcels as described in the special assessment district.

Special Assessment Term

While special assessment resolution no. 1 authorizes a special assessment period of up to 10 years, staff would recommend a period of 2 years. This would allow us to construct the Church Street system in year 1 and have one full year of normal operation. We think this will allow us to refine the operational costs of the full system prior to committing ourselves to a long-term special assessment.

Next Steps

We are not looking for City Council approval at this meeting. We are simply presenting the report and seeking feedback at this time. At your next meeting (February 2nd), we will likely bring forth Special Assessment Resolution No. 2, which will set a public hearing likely on February 16 to gather feedback from the general public about the proposed special assessment.

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Timothy R. Klunder, City Manager

Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance

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RESOLUTION NO. 1

(Snowmelt Special Assessment District, 2026-1-SM)

**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 January 5, 2026, 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 Council of the City of Zeeland tentatively deems it in the public interest, health and welfare to operate, maintain and replace, if necessary, certain public improvements and a snowmelt system in the City as described in the attached Exhibit A;

AND WHEREAS, pursuant to Section 14.6 of the City Charter of the City of Zeeland, the City Superintendent of the City of Zeeland must make a report of these improvements before the City Council may consider proceedings for the making, maintaining, replacing and operation of local public improvements within the City;

AND WHEREAS, the special assessment responsibilities of the City Superintendent have been assigned to the City Manager, and the title "City Manager" shall therefore be used in this resolution and in future special assessment resolutions for this project;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Manager is hereby directed to cause to be prepared a report which shall include necessary plans, profiles, specifications and detailed estimates of the costs, an estimate of the life of the improvements, a description of the assessment district, recommendations as to what portion of the cost of the project must be borne by the Special Assessment District and the portion, if any, to be borne by the City at-large, and such other pertinent information as will permit the City Council to decide the cost, extent and necessity of the proposed improvements.

2. When the aforesaid report is completed, such report is to be filed with the City Clerk for presentation to the City Council.

3. All resolutions and parts of resolutions as far 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 January 5, 2026, 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

EXHIBIT A

(Snowmelt Special Assessment District, 2026-1-SM)

2026 SPECIAL ASSESSMENTS TO OPERATE, MAINTAIN AND REPLACE, IF NECESSARY, A SNOWMELT SYSTEM

Project Description:

The work of the project is described as follows:

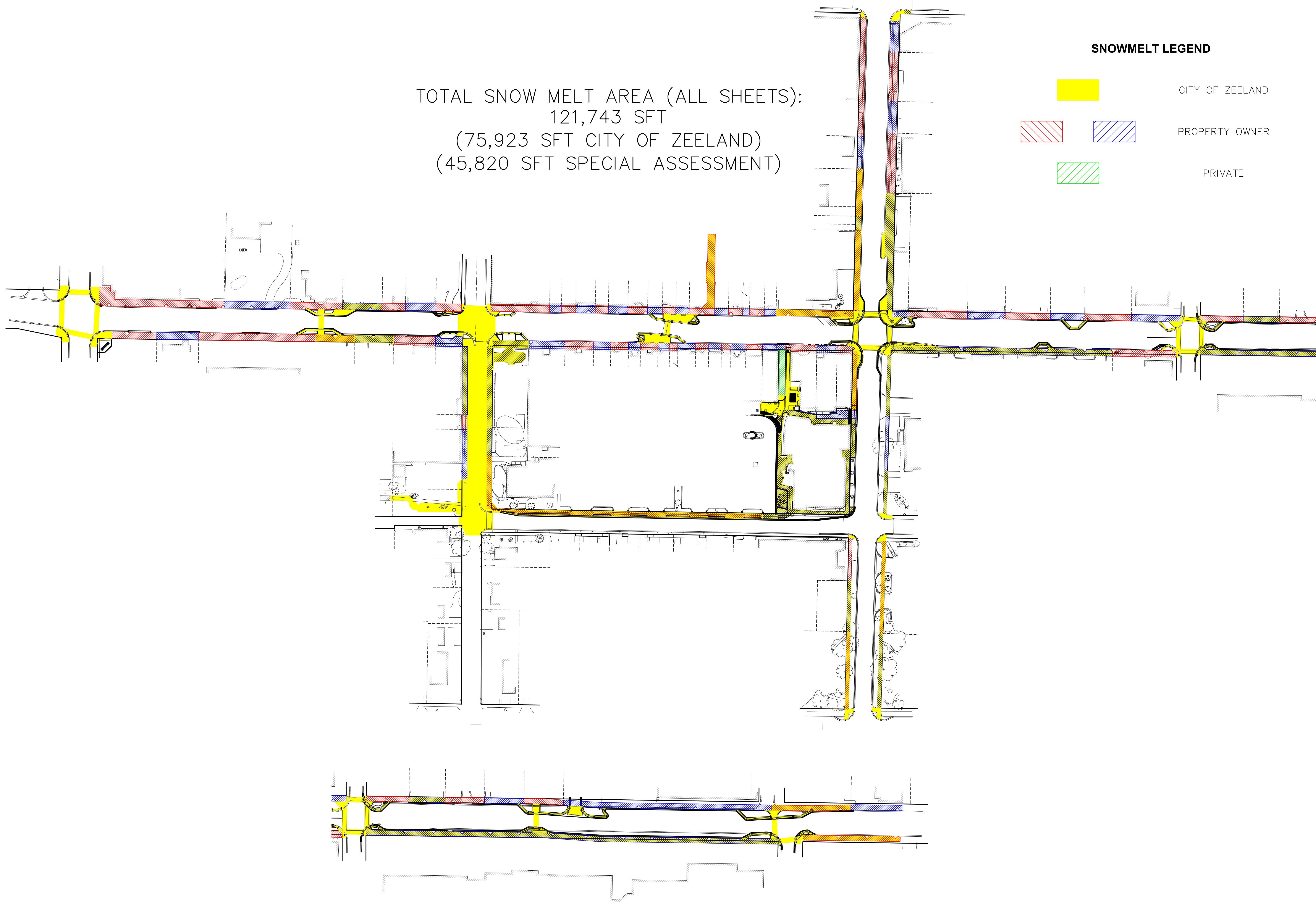
- A. The operational, maintenance and future replacement costs of a snowmelt system under the sidewalks and pedestrian walkways along:
 - i. Main Avenue from State Street through the parcel at 421 E. Main Avenue;
 - ii. Elm Street from Main Avenue to Cherry Avenue;
 - iii. The East and West side of Church Street from Washington Avenue to Central Avenue; and,
 - iv. The crosswalks at intersections and mid-block crossings on Main Avenue, Elm Street and Church Street.
- B. The maintenance and future replacement of sidewalks and hard surface in the areas in which the snowmelt system is located;
- C. The maintenance and future replacement of piping, valves and other ancillary items which are necessary to operate a snowmelt system in the above described areas; and,
- D. The operation, maintenance and future replacement of boilers, pumps and related ancillary items which are necessary to operate a snowmelt system in the above described areas.

All such areas are located within the City of Zeeland, County of Ottawa, and State of Michigan.

The costs to be assessed for the above referenced items shall be for a period of up to ten years. The special assessments for this project do not include the initial costs for the installation and purchase of boilers, piping, valves and other necessary ancillary components of the initial snowmelt system.


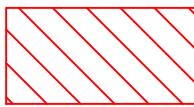
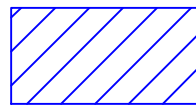
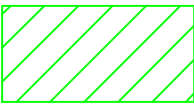
As a part of the report of the City Manager, a map shall be provided of the snowmelt system and such report shall indicate the phases for the installation of a snowmelt system and the time periods as to when it is expected that parcels will benefit from the installation of a snowmelt system.

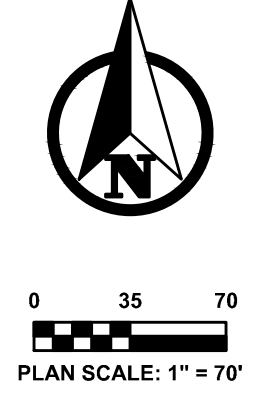
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TOTAL SNOW MELT AREA (ALL SHEETS):
121,743 SFT
(75,923 SFT CITY OF ZEELAND)
(45,820 SFT SPECIAL ASSESSMENT)

SNOWMELT LEGEND

-  CITY OF ZEELAND
-   PROPERTY OWNER
-  PRIVATE



PLAN REVISIONS

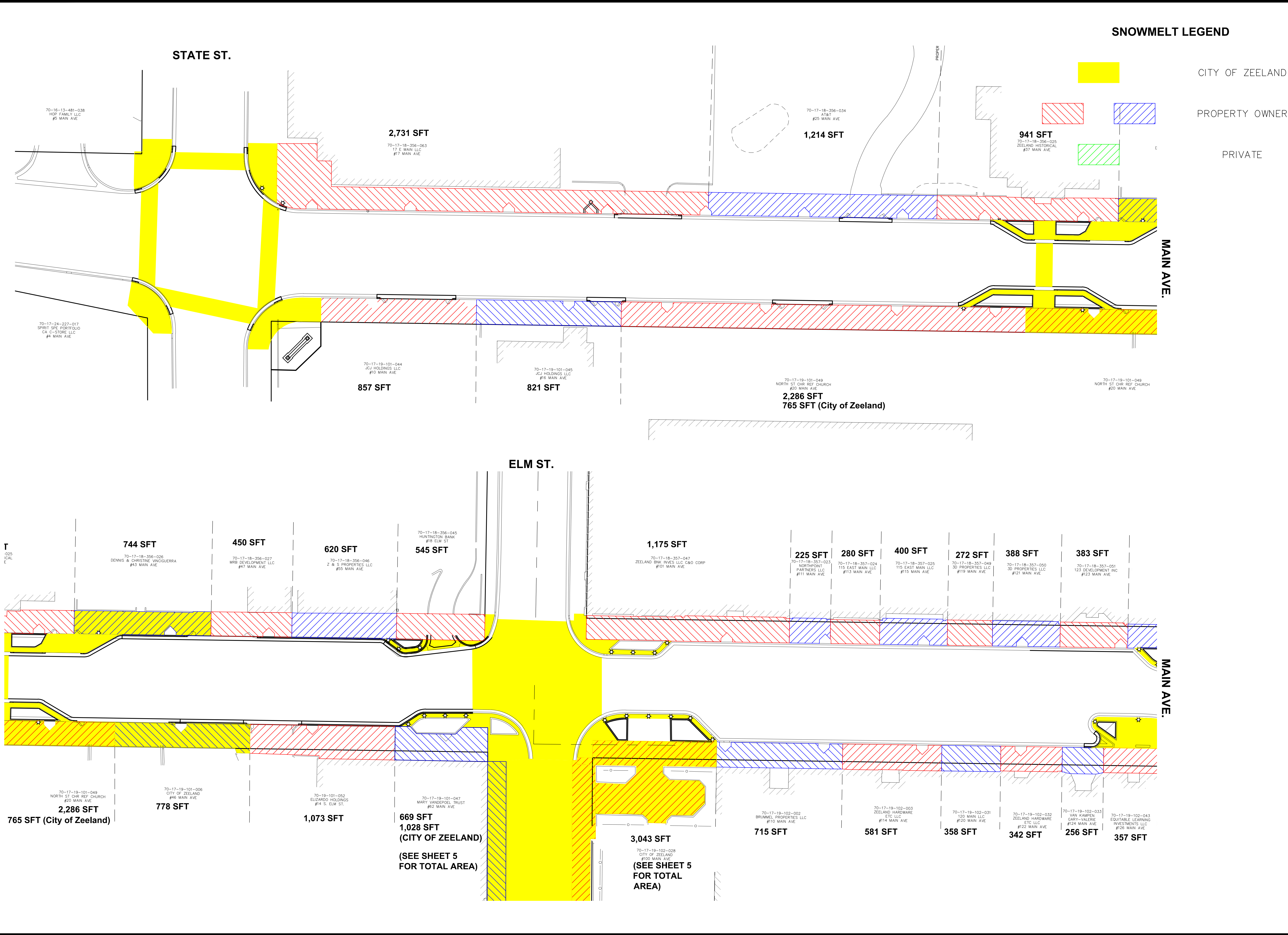
Moore+Bruggink
Consulting Engineers
2020 Monroe Ave.
Grand Rapids, MI 49505
(616) 363-9801 mailbox@mbce.com



SNOW MELT AREAS
FOR
MAIN AVE, ELM ST, CHURCH ST,
CHERRY AVE AND LIBRARY ALLEY
CITY OF ZEELAND, OTTAWA COUNTY, MICHIGAN

FIELD SURVEY / DATE	M+B
PROJECT NO.	210257.01
DESIGN DRAWN BY:	LFY
DESIGNED BY:	AP
CHECKED BY:	AP
PLAN DATE:	JANUARY 13, 2023
SHEET NUMBER	1 OF 7

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PLAN SCALE: 1" = 20'

Know what's below.
Call before you dig.

PLAN REVISIONS

SNOW MELT AREAS

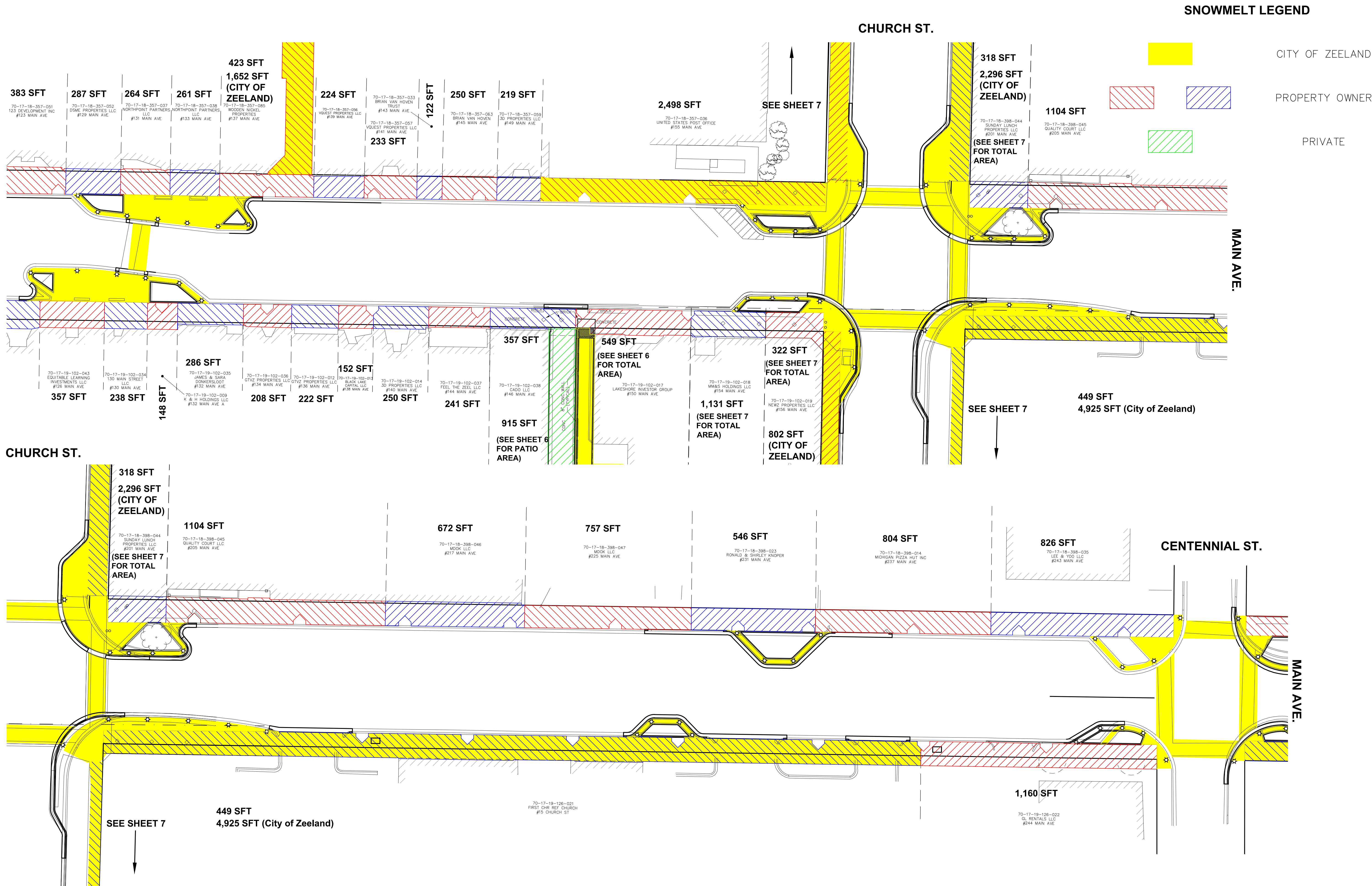
FOR

**MAIN AVE, ELM ST, CHURCH ST,
CHERRY AVE AND LIBRARY ALLEY**

CITY OF ZEELAND, OTTAWA COUNTY, MICHIGAN

FIELD SURVEY / DATE	M+B
PROJECT NO.	210257.01
DESIGN DRAWN BY:	LFY
DESIGNED BY:	AP
CHECKED BY:	AP
PLAN DATE:	JANUARY 13, 2023
SHEET NUMBER	2 OF 7

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PLAN SCALE: 1" = 20'

Know what's below.
Call before you dig.

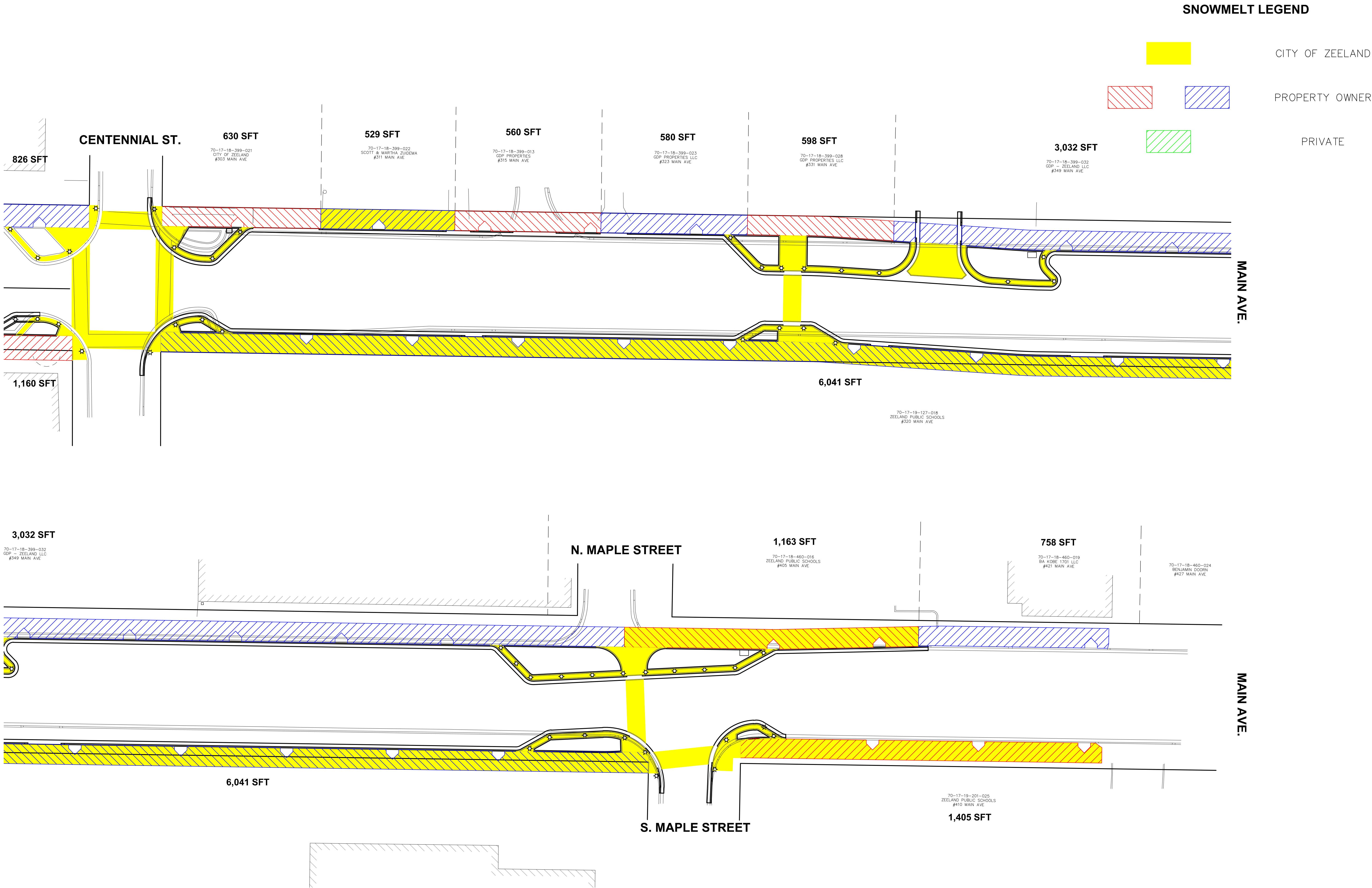
PLAN REVISIONS


Moore+Bruggink
Consulting Engineers
2020 Monroe Ave.
Grand Rapids, MI 49505
(616) 363-9801
mailto:info@mbce.com

SNOW MELT AREAS FOR
MAIN AVE, ELM ST, CHURCH ST,
CHERRY AVE AND LIBRARY ALLEY
CITY OF ZEELAND, OTTAWA COUNTY, MICHIGAN


FIELD SURVEY / DATE	M+B
PROJECT NO.	210257.01
DESIGN DRAWN BY:	LFY
DESIGNED BY:	AP
CHECKED BY:	AP
PLAN DATE:	JANUARY 13, 2023
SHEET NUMBER	3 OF 7

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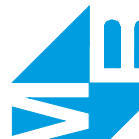
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PLAN SCALE: 1" = 20'



Know what's below.
Call before you dig.

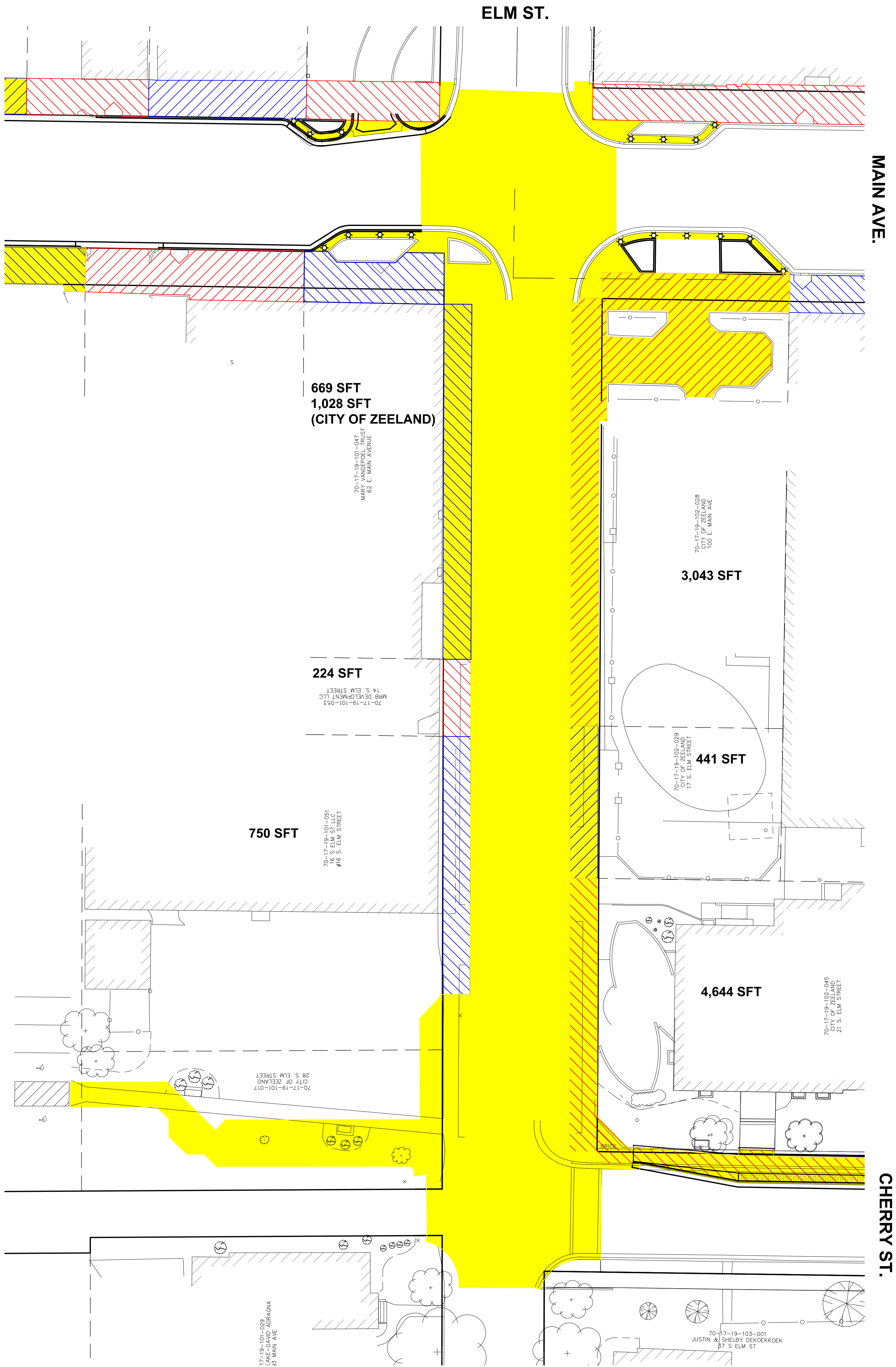
PLAN REVISIONS

Moore+Bruggink
Consulting Engineers
2020 Monroe Ave.
Grand Rapids, MI 49505
(616) 363-9801 mail@mbce.com

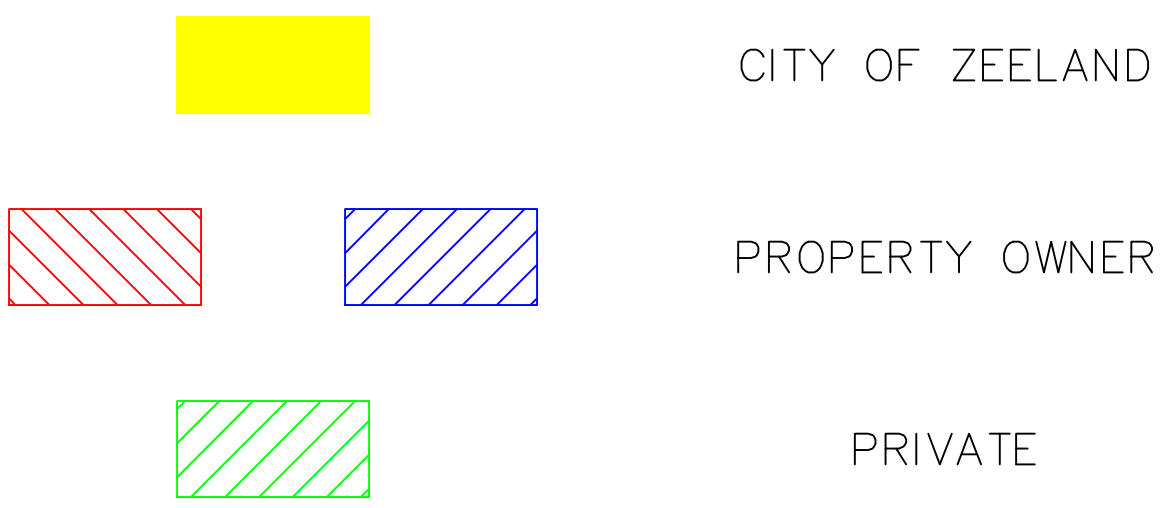


SNOW MELT AREAS
FOR
**MAIN AVE, ELM ST, CHURCH ST,
CHERRY AVE AND LIBRARY ALLEY**
CITY OF ZEELAND, OTTAWA COUNTY, MICHIGAN

FIELD SURVEY / DATE	M+B
PROJECT NO.	210257.01
DESIGN DRAWN BY:	LFY
DESIGNED BY:	AP
CHECKED BY:	AP
PLAN DATE:	JANUARY 13, 2023
SHEET NUMBER	4 OF 7



SNOWMELT LEGEND



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PLAN SCALE: 1" = 20'

Know what's below.
Call before you dig.

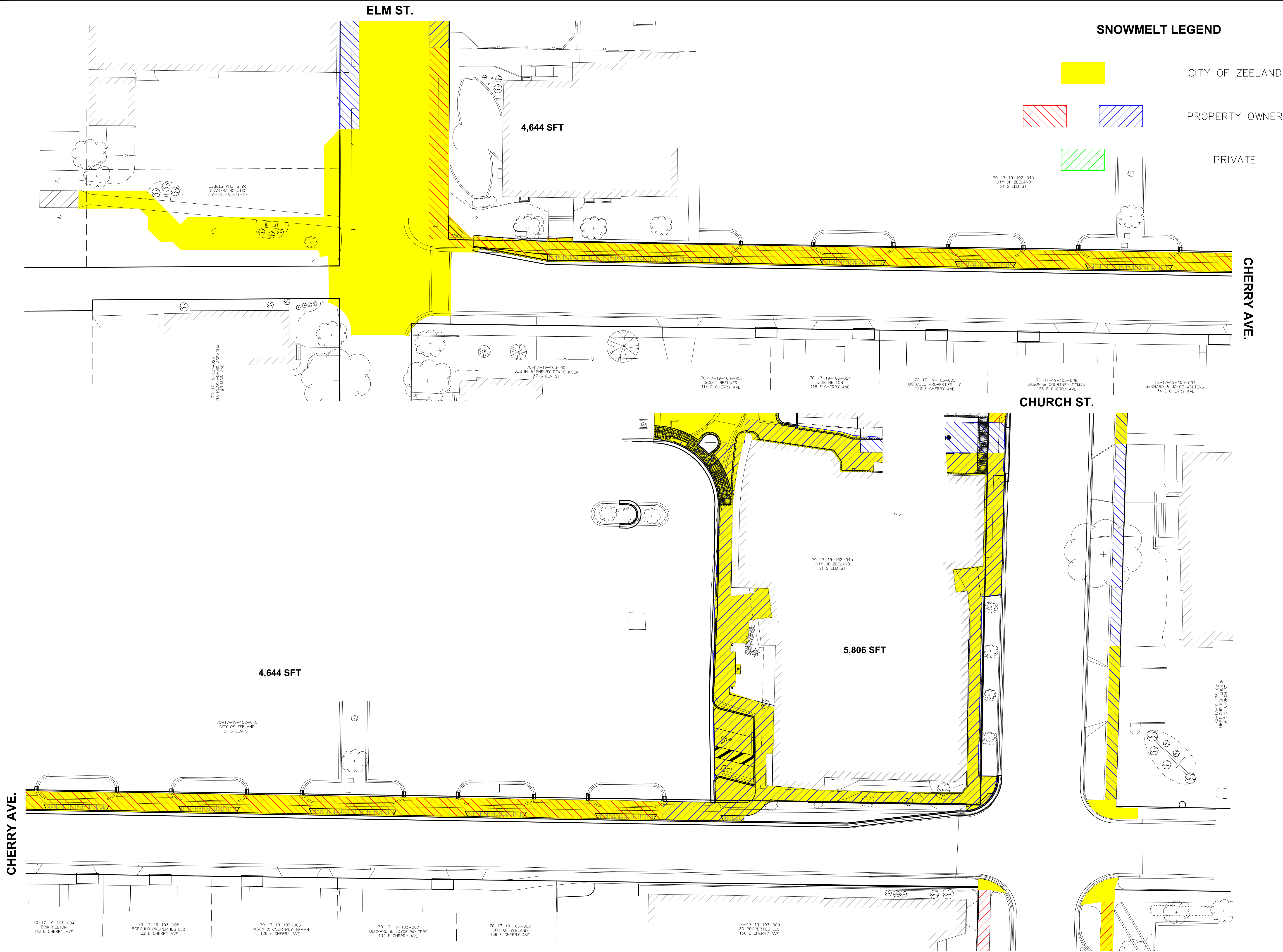
PLAN REVISIONS	

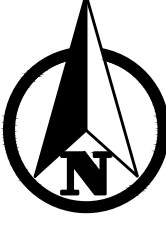
Moore+Bruggink
Consulting Engineers
2020 Monroe Ave.
Grand Rapids, MI 49505
(616) 363-9801 mailbox@mbce.com

SNOW MELT AREAS
FOR
**MAIN AVE, ELM ST, CHURCH ST,
CHERRY AVE AND LIBRARY ALLEY**
CITY OF ZEELAND, OTTAWA COUNTY, MICHIGAN


FIELD SURVEY / DATE	M+B
PROJECT NO.	210257.01
DESIGN DRAWN BY:	LFY
DESIGNED BY:	AP
CHECKED BY:	AP
PLAN DATE:	JANUARY 13, 2023
SHEET NUMBER	5 OF 7

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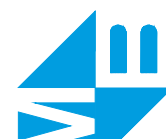
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PLAN SCALE: 1" = 20'



Know what's below.
Call before you dig.

PLAN REVISIONS

Moore+Bruggink
Consulting Engineers
2020 Monroe Ave.
Grand Rapids, MI 49505
(616) 363-9801 mailbox@mbce.com



SNOW MELT AREAS
FOR
**MAIN AVE, ELM ST, CHURCH ST,
CHERRY AVE AND LIBRARY ALLEY**
CITY OF ZEELAND, OTTAWA COUNTY, MICHIGAN

FIELD SURVEY / DATE
M+B

PROJECT NO.:
210257.01

DESIGN DRAWN BY:
LFY

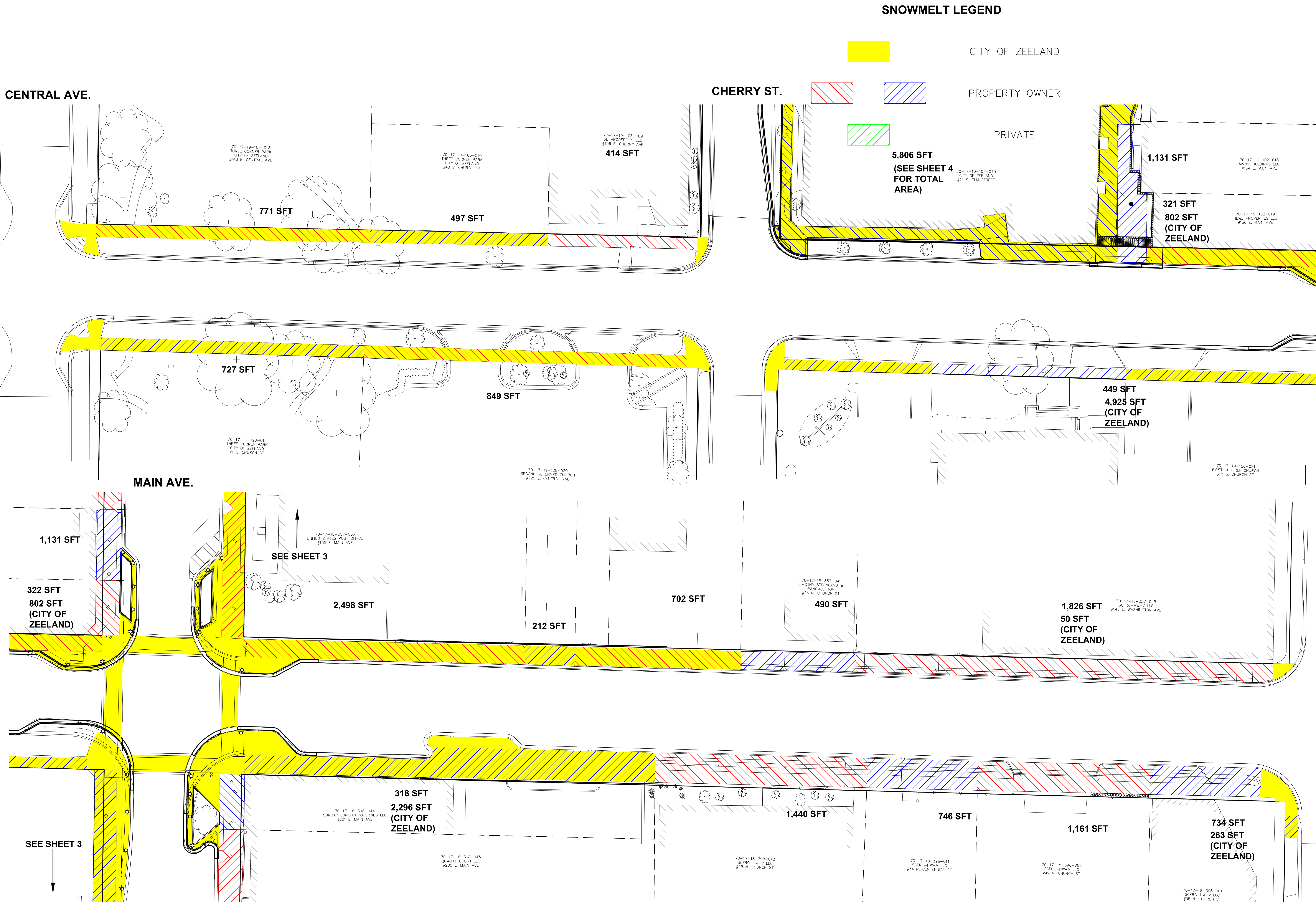
DESIGNED BY:
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PLAN DATE:
JANUARY 13, 2023

SHEET NUMBER
6 OF 7

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0 10 20
PLAN SCALE: 1" = 20'

Know what's below.
Call before you dig.

PLAN REVISIONS

Moore+Bruggink
Consulting Engineers
2020 Monroe Ave.
Grand Rapids, MI 49505
(616) 363-9801 mailbox@mbce.com

SNOW MELT AREAS FOR
MAIN AVE, ELM ST, CHURCH ST,
CHERRY AVE AND LIBRARY ALLEY
CITY OF ZEELAND, OTTAWA COUNTY, MICHIGAN

FIELD SURVEY / DATE	M+B
PROJECT NO.	210257.01
DESIGN DRAWN BY:	LFY
DESIGNED BY:	AP
CHECKED BY:	AP
PLAN DATE:	JANUARY 13, 2023
SHEET NUMBER	7 OF 7

NORTH SIDE OF MAIN

PARCEL	ADDRESS	OWNER NAME	DESCRIPTION	ASSESSED AREA (SFT)	Operating Cost/SFT	Capital Cost/SFT	Total Special
					\$ 0.92	\$ 1.10	Assessment
70-17-18-356-063	17 E Main Ave, Zeeland, MI 49464	17 E MAIN LLC	Midwest Apartments	2731	\$ 2,512.52	\$ -	\$ 2,512.52
70-17-18-356-034	25 E Main Ave, Zeeland, MI 49464-1701	AT&T	AT&T	1214	\$ 1,116.88	\$ -	\$ 1,116.88
70-17-18-356-025	37 E Main Ave, Zeeland, MI 49464-1701	ZEELAND HISTORICAL	Historical Society	941	\$ 865.72	\$ -	\$ 865.72
70-17-18-356-027	47 E Main Ave, Zeeland, MI 49464-1761	MRB DEVELOPMENT LLC	Former West Coast Building	450	\$ 414.00	\$ -	\$ 414.00
70-17-18-356-046	55 E Main Ave, Zeeland, MI 49464-1701	Z & S PROPERTIES LLC	Steve Sterken's Building	620	\$ 570.40	\$ -	\$ 570.40
70-17-18-356-045	18 N Elm St Zeeland, MI 49464	HUNTINGTON BANK	Huntington Lot	545	\$ 501.40	\$ -	\$ 501.40
70-17-18-357-047	101 E Main St, Zeeland, MI 49464-1757	ZEELAND BNK INVES LLC C&O CORP	Huntington Main Building	1175	\$ 1,081.00	\$ -	\$ 1,081.00
70-17-18-357-023	111 E Main Ave, Zeeland, MI 49464	NORTHPOINT PARTNERS LLC	La Crème	225	\$ 207.00	\$ -	\$ 207.00
70-17-18-357-024	113 E Main Ave, Zeeland, MI 49464-1735	115 EAST MAIN LLC	Buntes	280	\$ 257.60	\$ -	\$ 257.60
70-17-18-357-025	115 E Main Ave, Zeeland, MI 49464-1735	115 EAST MAIN LLC	Buntes	400	\$ 368.00	\$ -	\$ 368.00
70-17-18-357-049	119 E Main Street, Zeeland, MI 49464-1735	3D PROPERTIES LLC	The Salon Co.	272	\$ 250.24	\$ -	\$ 250.24
70-17-18-357-050	121 E Main Ave, Zeeland, MI 49464-1735	3D PROPERTIES LLC	Mom and Baby Again	388	\$ 356.96	\$ -	\$ 356.96
70-17-18-357-051	123 E Main Ave, Zeeland, MI 49464-1768	123 DEVELOPMENT INC	Koele Godfrey	383	\$ 352.36	\$ -	\$ 352.36
70-17-18-357-052	129 E Main Ave, Zeeland, MI 49464-1735	DSME PROPERTIES LLC	State Farm	287	\$ 264.04	\$ -	\$ 264.04
70-17-18-357-037	131 E Main Ave, Zeeland, MI 49464-1735	NORTHPOINT PARTNERS LLC	Moxy	264	\$ 242.88	\$ -	\$ 242.88
70-17-18-357-038	133 E Main Ave, Zeeland, MI 49464-1735	NORTHPOINT PARTNERS	Public	261	\$ 240.12	\$ -	\$ 240.12
70-17-18-357-065	137 E Main Ave, Zeeland, MI 49464-1735	WOODEN NICKEL PROPERTIES		423	\$ 389.16	\$ -	\$ 389.16
70-17-18-357-056	139 E Main Ave, Zeeland, MI 49464	VQUEST PROPERTIES LLC	Innovative Nail Oasis	224	\$ 206.08	\$ -	\$ 206.08
70-17-18-357-057	141 E Main Ave, Zeeland, MI 49464-1735	VQUEST PROPERTIES LLC	Royal Cutz	233	\$ 214.36	\$ -	\$ 214.36
70-17-18-357-033	143 E Main Ave, Zeeland, MI 49464-1735	BRIAN VAN HOVEN TRUST	Zeeland Print	122	\$ 112.24	\$ -	\$ 112.24
70-17-18-357-063	145 E Main Ave, Zeeland, MI 49464-1735	VAN HOVEN BRIAN	Zeeland Print	250	\$ 230.00	\$ -	\$ 230.00
70-17-18-357-059	149 E Main Ave, Zeeland, MI 49464-1735	3D PROPERTIES LLC	Weise Law	219	\$ 201.48	\$ -	\$ 201.48
70-17-18-398-044	201 E Main Ave, Zeeland, MI 49464-1737	SUNDAY LUNCH PROPERTIES LLC	Main Street Cycle	318	\$ 292.56	\$ -	\$ 292.56
70-17-18-398-045	205 E Main Ave, Zeeland, MI 49464-1737	QUALITY COURT LLC	Kiekoover Building	1104	\$ 1,015.68	\$ -	\$ 1,015.68
70-17-18-398-046	217 E Main Ave, Zeeland, MI 49464-1737	MDOK LLC	Dons' Flowers	672	\$ 618.24	\$ -	\$ 618.24
70-17-18-398-047	225 E Main Ave, Zeeland, MI 49464-1737	MDOK LLC	Dons' Flowers	757	\$ 696.44	\$ -	\$ 696.44
70-17-18-398-023	231 E Main Ave, Zeeland, MI 49464-1737	KNOPER RONALD-SHIRLEY	Knoper Rental	546	\$ 502.32	\$ -	\$ 502.32
70-17-18-398-014	237 E Main Ave, Zeeland, MI 49464-1737	MICHIGAN PIZZA HUT INC	Pizza Hut	804	\$ 739.68	\$ -	\$ 739.68
70-17-18-398-035	243 E Main Ave, Zeeland, MI 49464-1737	LEE & YOO LLC	ACE Dental	826	\$ 759.92	\$ -	\$ 759.92
70-17-18-399-021	303 E Main Ave, Zeeland, MI 49464-1323	ZEELAND CITY OF	Former Main St Auto	630	\$ 579.60	\$ -	\$ 579.60
70-17-18-399-013	315 E Main Ave, Zeeland, MI 49464	GDP PROPERTIES LLC	GDP	560	\$ 515.20	\$ -	\$ 515.20
70-17-18-399-023	323 E Main Ave, Zeeland, MI 49464-1323	GDP PROPERTIES LLC	GDP	580	\$ 533.60	\$ -	\$ 533.60
70-17-18-399-028	331 E Main Ave, Zeeland, MI 49464-1323	GDP PROPERTIES LLC	GDP	598	\$ 550.16	\$ -	\$ 550.16
70-17-18-399-032	349 E Main Ave, Zeeland, MI 49464	GDP - ZEELAND LLC	GDP	3032	\$ 2,789.44	\$ -	\$ 2,789.44
70-17-18-460-019	421 E Main Ave, Zeeland, MI 49464-1325	BA KOBE 1701 LLC	Community Restaurant	758	\$ 697.36	\$ -	\$ 697.36
Totals				23092	\$ 21,244.64	\$ -	\$ 21,244.64

SOUTH SIDE OF MAIN

PARCEL	ADDRESS		DESCRIPTION	ASSESSED AREA (SFT)	Operating Cost/SFT	Capital Cost/SFT	Total Special
					\$ 0.92	\$ 1.10	Assessment
70-17-19-101-044	10 E Main Ave, Zeeland, MI 49464	JCJ HOLDINGS LLC	MTV Lot	857	\$ 788.44	\$ -	\$ 788.44
70-17-19-101-045	16 E Main Ave, Zeeland, MI 49464-1702	JCJ HOLDINGS LLC	MTV Building	821	\$ 755.32	\$ -	\$ 755.32
70-17-19-101-049	20 E Main Ave, Zeeland, MI 49464-1702	NORTH ST CHR REF CHURCH	North Street CRC	2286	\$ 2,103.12	\$ -	\$ 2,103.12
70-17-19-101-052	52 E Main Ave, Zeeland, MI 49464-1751	ELIZARDO HOLDINGS	DON'T TELL MOM	1073	\$ 987.16	\$ -	\$ 987.16
70-17-19-101-047	62 E Main Ave, Zeeland, MI 49464-1702	VANDEPOEL MARY L TRUST	Mary VanderPoel	669	\$ 615.48	\$ -	\$ 615.48
70-17-19-101-053	14 S Elm St, Zeeland, MI 49464-1751	MRB DEVELOPMENT LLC	Streats Taco	224	\$ 206.08	\$ -	\$ 206.08

70-17-19-101-051	16 S Elm St, Zeeland, MI 49464	16 S ELM ST LLC	MIDWEST	750	\$ 690.00	\$ -	\$ 690.00
70-17-19-102-002	110 E Main Ave, Zeeland, MI 49464-1736	BRUMMEL PROPERTIES LLC	Brummels	715	\$ 657.80	\$ -	\$ 657.80
70-17-19-102-003	114 E Main Ave, Zeeland, MI 49464-1736	ZEELAND HARDWARE ETC LLC	Out of the Box	581	\$ 534.52	\$ -	\$ 534.52
70-17-19-102-031	120 E Main Ave, Zeeland, MI 49464-1736	120 MAIN LLC	GRITZMAKER	358	\$ 329.36	\$ -	\$ 329.36
70-17-19-102-032	122 E Main Ave, Zeeland, MI 49464-1736	ZEELAND HARDWARE ETC LLC	Zeeland Hardware	342	\$ 314.64	\$ -	\$ 314.64
70-17-19-102-033	124 E Main Ave, Zeeland, MI 49464-1736	VAN KAMPEN GARY-VALERIE	Deckers	256	\$ 235.52	\$ -	\$ 235.52
70-17-19-102-043	126 E Main Ave, Zeeland, MI 49464-1736	EQUITABLE LEARNING INVESTMENTS LLC	ELS	357	\$ 328.44	\$ -	\$ 328.44
70-17-19-102-034	130 E Main Ave, Zeeland, MI 49464-1736	130 MAIN STREET LLC	Zeeland Bakery	238	\$ 218.96	\$ -	\$ 218.96
70-17-19-102-009	132 E Main Ave A, Zeeland, MI 49464-1736	K & H HOLDINGS LLC	Integrity Cabinents	148	\$ 136.16	\$ -	\$ 136.16
70-17-19-102-035	132 E Main Ave, Zeeland, MI 49464-1736	DONKERSLOOT JAMES-SARA	Donkersloot Law	286	\$ 263.12	\$ -	\$ 263.12
70-17-19-102-036	134 E Main Ave, Zeeland, MI 49464-1736	6TVZ PROPERTIES LLC-VANDER ZWAAG TIMOTHY	Franks	208	\$ 191.36	\$ -	\$ 191.36
70-17-19-102-012	136 E Main Ave, Zeeland, MI 49464-1736	6TVZ PROPERTIES LLC	Franks East	222	\$ 204.24	\$ -	\$ 204.24
70-17-19-102-013	138 E Main Ave, Zeeland, MI 49464-1736	BLACK LAKE CAPITAL LLC	Engedi	152	\$ 139.84	\$ -	\$ 139.84
70-17-19-102-014	140 E Main Ave, Zeeland, MI 49464-1736	3D PROPERTIES LLC	Mitch Baker Vacant Building	250	\$ 230.00	\$ -	\$ 230.00
70-17-19-102-037	144 E Main Ave, Zeeland, MI 49464-1736	FEEL THE ZEEL LLC	Tripelroot	241	\$ 221.72	\$ -	\$ 221.72
70-17-19-102-038	146 E Main Ave, Zeeland, MI 49464-1736	CADO LLC	Tripelroot	357	\$ 328.44	\$ -	\$ 328.44
70-17-19-102-038	146 E Main Ave, Zeeland, MI 49464-1736	CADO LLC (Private Patio)	Tripelroot	915	\$ 841.80	\$ 1,006.50	\$ 1,848.30
70-17-19-102-017	150 E Main Ave, Zeeland, MI 49464-1736	LAKESHORE INVESTOR GROUP	Drip/Bridal Shop	549	\$ 505.08	\$ -	\$ 505.08
70-17-19-102-018	154 E Main Ave, Zeeland, MI 49464-1774	MM&S HOLDINGS LLC	Edward Jones/Redlum	1131	\$ 1,040.52	\$ -	\$ 1,040.52
70-17-19-102-019	156 E Main Ave, Zeeland, MI 49464-1736	NEWZ PROPERTIES LLC	Five Star/ Ron Brink	322	\$ 296.24	\$ -	\$ 296.24
70-17-19-126-021	15 S Church St, Zeeland, MI 49464-1738	FIRST CHR REF CHURCH	1st CRC	449	\$ 413.08	\$ -	\$ 413.08
70-17-19-126-022	244 E Main Ave, Zeeland, MI 49464-1738	GL RENTALS LLC	Generational Wealth	1160	\$ 1,067.20	\$ -	\$ 1,067.20
Totals				15917	\$ 14,643.64	\$ 1,006.50	\$ 15,650.14

CHURCH ST

PARCEL	ADDRESS		DESCRIPTION	ASSESSED AREA (SFT)	Operating Cost/SFT	Capital Cost/SFT	Total Special Assessment
					\$ 0.92	\$ 1.10	
70-17-19-103-009	156 E. CHERRY	3D PROPERTIES LLC	Medical Office Building	414	\$ 380.88	\$ -	\$ 380.88
70-17-18-357-041	26 N CHURCH ST	STEENLAND TIMOTHY-HOP RANDALL	OTTAWA INSURANCE	490	\$ 450.80	\$ -	\$ 450.80
70-17-18-357-045	146 E WASHINGTON AVE	SCFRC-HW-V LLC	ZEELAND LUMBER	1826	\$ 1,679.92	\$ -	\$ 1,679.92
70-17-18-398-001	55 N CHURCH ST	SCFRC-HW-V LLC	ZEELAND LUMBER	734	\$ 675.28	\$ -	\$ 675.28
70-17-18-398-009	49 N CHURCH ST	SCFRC-HW-V LLC	ZEELAND LUMBER	1161	\$ 1,068.12	\$ -	\$ 1,068.12
70-17-18-398-011	34 N CENTENNIAL ST	SCFRC-HW-V LLC	ZEELAND LUMBER	746	\$ 686.32	\$ -	\$ 686.32
70-17-18-398-043	25 N CHURCH ST	SCFRC-HW-V LLC	ZEELAND LUMBER	1440	\$ 1,324.80	\$ -	\$ 1,324.80
Totals				6811	\$ 6,266.12	\$ -	\$ 6,266.12

Total Assessed Area	45820
Total Amount Collected	\$ 43,160.90



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

INTEROFFICE MEMORANDUM

TO: Mayor VanDorp and City Council Members
FROM: Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance
SUBJECT: Lincoln Cemetery String Trimming Bid Award
DATE: January 16, 2026
CC: City Council Work Study and Action Items January 20, 2026

As City Council is aware, the Zeeland community places a high value on the appearance and maintenance of our cemeteries as a way to honor loved ones and reflect community pride. Staff share this commitment and work to ensure cemetery grounds are maintained to a high standard.

For the past two years, the City has privatized the string trimming work at Lincoln Cemetery. This approach was taken after the elimination of the SWAP program with Ottawa County, which resulted in the City no longer being able to perform this work in-house. Outsourcing this service has allowed staff to maintain expected service levels while addressing staffing limitations.

Bids were solicited in accordance with the attached bid documents for string trimming services at Lincoln Cemetery for the growing seasons of 2026 through 2028. In an effort to attract more competitive pricing and provide cost stability, staff elected to bid this work as a three-year contract rather than a single season. Bids were opened on January 13, 2026, and two bids were received.

Based on the bid tabulation, Near Shore Property Solutions submitted the lowest responsible bid in the amount of \$125,000 for the full three-year term. Staff has reviewed the bid and confirmed it meets the specifications outlined in the bid documents. While the City has not previously worked with Near Shore Property Solutions, staff have spoken with the company and believe they can perform the work and have a clear understanding of what will be required to successfully complete the contract.

Recommendation: Award a three-year contract for Lincoln Cemetery string trimming services for the 2026 through 2028 growing seasons to Near Shore Property Solutions in the amount of \$125,000.

FEEL THE ZEEL



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

Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance

FEEL THE ZEEL



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

**BIDS ARE REQUESTED FOR THE
FOLLOWING PROJECT:**

**STRING TRIMMING
LINCOLN CEMETERY
2026-2028 GROWING SEASONS
200 EAST LINCOLN AVENUE
CITY OF ZEELAND, MICHIGAN**

Sealed bids from contractors will be received at the Zeeland City Clerk's Office, 21 S. Elm St., Zeeland MI 49464 on or before **10:00 AM, January 13, 2026**. Bids will be opened and read aloud at that time and location.

All bids must be submitted in a sealed envelope clearly marked Lincoln Cemetery String Trimming.

The Owner reserves the right to waive informalities and to award bids in its own best interest.

FEEL THE ZEEL



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

**Bid Specifications
String Trimming
Lincoln Cemetery
2026-2028 Growing Seasons
City of Zeeland, Michigan**

General Information and Instructions

1. The City of Zeeland will receive proposals from qualified contractors for Lincoln Cemetery String Trimming, 200 E. Lincoln Ave., Zeeland, MI 49464.
2. Proposals must be mailed or delivered in person to the Zeeland City's Clerk Office, 21 South Elm Street, Zeeland, MI 49464. All proposals must be sealed in envelopes, clearly marked "Lincoln Cemetery String Trimming" and must be received prior to 10:00 AM, local time, on Tuesday, January 13, 2026. This will be a public bid opening. Evaluation of proposals and award will be at a later date; the contractor will receive a letter of intent prior to receipt of contract.
3. The schedule of bidding/contract award shall be as follows:

January 13, 2026 at 10:00 AM	Bids Due
January 20, 2026	Anticipated Award
4. Performance and Labor and Material Bonds will not be required for the project.
5. Provide Liability Insurance and a Certificate of Insurance showing the City of Zeeland as additional insured with a liability coverage of at least \$2,000,000. As is such, the successful bidder shall be required to hold the City of Zeeland harmless from any liability in connection with the required work.

FEEL THE ZEEL



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

6. Funding for the project is by the City of Zeeland and project does not require the payment of prevailing wages.
7. The successful bidder shall comply with all ordinances of the City of Zeeland in conjunction with the performance of the project.
8. Please direct all questions to Mike Bronkhorst at 616-218-3784 or mbronkhorst@cityofzeeland.com.
9. The owner reserves the right to accept or reject any or all bids and to waive all irregularities in proposals. Proposals remain firm for sixty (60) days from the date of the Bid Opening.



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

**Project Specifications
String Trimming
Lincoln Cemetery
2026 – 2028 Growing Seasons
City of Zeeland, Michigan**

1. The City is seeking bids for string trimming at its Lincoln Cemetery (200 East Lincoln Avenue). An overhead map is included as part of this bid package. The cemetery measures approximately 16.8 acres and contains over 5,000 headstones. In addition to the headstones, the cemetery has a number of trees, water spigots, signs and landscape features.
2. Contractor is responsible for furnishing all equipment, labor, and materials to string trim around all headstones, trees, water spigots, signs, landscaping, and other features within the cemetery grounds.
3. Contractor is responsible for the removal of grass trimmings from the headstones and road surfaces with a blower or other means.
4. Contractor shall move flower baskets in order to trim under/around the baskets.
5. Grass is to be trimmed at a minimum on a biweekly basis, but the grass around the headstones, trees, etc., shall not exceed 1" taller than the adjacent mowed grass area. The City mows the cemetery on a weekly basis.
6. It is anticipated that 14 trimmings will need to take place each growing season (April through October). The bid price will be lump sum for the entire season. Progress payments will be made on a monthly basis.

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

**Contract Bid
String Trimming
Lincoln Cemetery
2026 – 2028 Growing Seasons
City of Zeeland, Michigan**

String Trimming of the Lincoln Street Cemetery for the 2026 - 2028 growing seasons.

2026 Growing Season:	\$ <u>41,250</u>
2027 Growing Season:	\$ <u>41,750</u>
2028 Growing Season:	\$ <u>42,000</u>
Total Bid:	\$ <u>125,000</u>

Bidder:

Near Shore Property Solutions
Printed Name of Bidder

Dated: 01-05-2026

By: Andrew Kosten
Signature of Authorized Representative

Andrew Kosten
Printed Name of Signer and Title

2032 88th Ave.
Street Address

Zeeland, MI 49464
City, State, and Zip

FEEL THE ZEEL

Lincoln Cemetery String Trimming Bids

Bid Tab Sheet

Tuesday, January 13, 2026 @ 10:00 AM

Bidder	Bid Quote
Near Shore Property Solutions	\$ 125,000.00
DJ's Landscape Management	\$ 158,100.00



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

CITY COUNCIL MEMORANDUM

TO: Mayor Van Dorp and City Councilmembers

FROM: Kristi DeVerney, City Clerk

SUBJECT: Ottawa County Election Publishing Services and
Ottawa County Early Voting Printing/Mailing Agreement

DATE: January 16, 2026

CC: January 20, 2026, Council Packet

BACKGROUND: Ottawa County has prepared two (2) agreements with the City Clerk for you to approve as these are statutory responsibilities that the Clerk is responsible for and has already budgeted for. Additionally, both contracts were formulated on concepts that Ottawa County believes will not be easily altered based on a few different reasons surrounding the simplicity of the contracts overall:

1. Publishing Contract – this is something our jurisdiction and Ottawa County already do. Ottawa County simply put these services in a contract as they realized that they likely should have been under contract for these already but were missed.
2. Early Voting Notice – this is something that happens once every two (2) years and is strictly guided by statute already. The language follows what statute already indicates but just labels who will be doing what.

RECOMMENDATION: Motion and support to approve the following:

1. Subject to City Attorney approval, authorize the City Clerk to enter into the attached Agreement for Election Publishing Services with Ottawa County.
2. Subject to City Attorney approval, authorize the City Clerk to enter into the attached Agreement for Early Voting Printing and Mailing Services with Ottawa County.

FEEL THE ZEEL



AGREEMENT FOR ELECTION PUBLISHING SERVICES

This Agreement is made as of January 1, 2026, by the City/Township Clerk, a Michigan municipal corporation, _____ (“the City/Township Clerk”) and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 (“Ottawa County”), with reference to the following facts and circumstances:

- A. City/Township Clerk, pursuant to Michigan Compiled Laws (MCL 168.498, MCL 168.653(a) & MCL 168.798) is required to provide public notice by publication in a newspaper of general circulation, three separate election related notices (Registration, Election and Public Accuracy Test).
- B. City/Township Clerk, pursuant to Michigan Compiled Laws (MCL 168.498(3) & MCL 168.653(a)(2)), may enter into an agreement with the County Clerk to jointly publish the notices required.
- C. The City/Township Clerk has requested that the Ottawa County Clerk provide assistance in publishing three notices for each election (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided in this Agreement.
- D. Pursuant to the Urban Cooperation Act, MCL 124.501 et seq, Ottawa County is willing to assist the City/Township Clerk by providing the requested election publishing services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City/Township Clerk and Ottawa County agree as follows:

1. **General Agreement:** Ottawa County, through the Ottawa County Clerk/Register’s Office (“County Clerk”) agrees to publish three (3) notices for each election, for those cities and townships that enter into an Agreement for Election Publishing Services with Ottawa County. The publishing will be administered by the County Clerk, utilizing a newspaper of general circulation within each jurisdiction in accordance with Michigan law. The County Clerk will organize, design, approve, and monitor the publishing requirements, in consultation with, the City/Township Clerk. Ottawa County agrees to perform the following services through its employees, and to provide the materials set forth herein:
 - A. **Scope of Service:** The County Clerk, through its employees, agrees to administer and publish during every election, according to the laws of the State of Michigan, a Registration, Election and Public Accuracy Test Notice in a newspaper of general circulation in the cities and townships listed in the notice, for the City/Township Clerk and the other City/Township Clerks within

Ottawa County which are parties to this Agreement, starting January 1, 2026, and concluding its services December 31, 2028.

- B. **The City/Township Clerks in the following jurisdictions may enter such Election Publishing Services Agreement with Ottawa County are:** Allendale Charter Township; Blendon Township; Chester Township; City of Coopersville; Crockery Township; City of Ferrysburg; City of Grand Haven; Grand Haven Charter Township; Georgetown Charter Township, Holland Charter Township; City of Holland (including those parts of the City of Holland within Allegan County); City of Hudsonville; Jamestown Charter Township; Olive Township; Park Township; Polkton Charter Township; Port Sheldon Township; Robinson Township; Spring Lake Township; Tallmadge Charter Township; Wright Township; Zeeland Charter Township; City of Zeeland; Ottawa County.
- C. **Provide Proofs of Publication to City/Township Clerk:** The County Clerk will be responsible for providing a proof of publication to the City/Township Clerk for review and approval. The County Clerk shall provide the City/Township Clerk with an initial review period of no less than three (3) days, and may as specified in the transmittal, allow additional review time when feasible. Following receipt of approval, or deemed approval as provided herein, from the City/Township Clerk, The County Clerk will publish the notice utilizing a newspaper of general circulation within each jurisdiction in accordance with Michigan Law.
- D. **Public Notice for Receiving Registrations:** The County Clerk will be responsible for publishing notice, no later than thirty (30) days before the applicable election, specifying the location and the hours of operation of the City/Township Clerk's Office, for the purpose of receiving registrations before an election. The notice must include the offices to be filled that will appear on the ballot and a brief caption or description of any ballot proposals that will appear on the ballot, and where an elector can obtain the full text of the ballot proposal.
- E. **Public Notice of Election:** The County Clerk will be responsible for publishing notice, no later than seven (7) days before the election, specifying the location and the time at which the election is to be held, the offices to be filled, and the proposals to be submitted to the voters. The notice must include a caption or brief description of the proposal or proposals along with the location where an elector can obtain the full text of the proposal or proposals. If certain offices or proposals are to be voted on in less than all of the precincts, the notice shall specify the townships or cities that shall vote on only those offices or proposals.
- F. **Public Notice of Public Accuracy Testing:** The County Clerk will be responsible for publishing notice, no later than forty-eight (48) hours before

the testing of electronic tabulating equipment, specifying the location and the time at which the test will be held.

- G. **Process for Withdrawing from Agreement:** Ottawa County or the City/Township Clerk may withdraw from this Agreement by providing at least thirty (30) days' written notice to the other. Any City/Township Clerk withdrawing from the Agreement must send written notice of its withdrawal to the following parties: the County Clerk, Corporate Counsel of Ottawa County at 12220 Fillmore Street Room 130, West Olive, MI 49464, and any other participating City/Township Clerk that has entered an existing Agreement for Election Publishing Services with Ottawa County. If Ottawa County withdraws from this Agreement, written notice of its withdrawal shall be sent to the City/Township Clerk and all other participating City/Township Clerks that have entered an existing Agreement for Election Publishing Services with Ottawa County. The City/Township Clerk and Ottawa County agree that they may not withdraw from this Agreement during the period beginning sixty (60) days before an Election.

Upon receiving written notice of withdrawal, and if the thirty (30) day notice described above has been met, the County Clerk will send the City/Township Clerk an approval letter acknowledging the withdrawal, with simultaneous copies to all other parties to the Agreement. The Agreement will expire thirty (30) days from the date of delivery of the notice of withdrawal if all deadlines are satisfied. If the withdrawal falls within the sixty (60) days before an Election, the County Clerk will send the City/Township Clerk a letter rejecting the termination of the Agreement; the City/Township Clerk then will continue to perform all responsibilities as outlined in this Agreement.

2. **Responsibilities of the City/Township Clerk:** The City/Township Clerk agrees to perform the following services through its employees, and to provide the materials set forth herein:

- A. **Review and Approval of Publication:** The City/Township Clerk is responsible for reviewing, proofreading, and approving all publications prior to release. The City/Township Clerk's review shall include, but not be limited to, accuracy, completeness, formatting, and compliance with applicable laws, policies and standards.

The City/Township Clerk shall provide written approval or requested revisions within the established initial review period, as defined by the timeframe communicated by the County Clerk at the time the proof of publication is transmitted. If no written response is received within that period, the notice shall be deemed approved. No publication shall be finalized or published until written approval is received or approval is deemed granted pursuant to this section.

- B. **Payment:** The City/Township Clerk is responsible for paying its portion of Ottawa County's actual expenses for the services provided. Ottawa County will bill the City/Township Clerk after each election, and the City/Township Clerk will pay Ottawa County within thirty (30) days following its receipt of the invoice.
- C. **Other Notices:** In the event that notice is required outside of publication in a newspaper, the City/Township Clerk shall be responsible for posting all written or printed notices.
3. **Independent Contractor:** At all times and for all purposes under this Agreement, the relationship of Ottawa County and the City/Township Clerk shall be that of independent contractors. All employees of Ottawa County who perform services under this Agreement shall be and remain employees of Ottawa County. They shall be subject to the discipline, supervision, direction, policies, and control of Ottawa County and the County Clerk. All employees or agents of the City/Township Clerk who perform services under this Agreement shall be and remain employees or agents of the City/Township Clerk, subject to the discipline, supervision, direction, policies and control of the City/Township Clerk.
4. **Indemnification and Hold Harmless:** Each party to this Agreement shall defend, indemnify and hold the other parties, and their officers, employees, agents, and assigns, harmless from claims and any liability which arise out of and/or are the result of an alleged error, mistake, negligence, or intentional act or omission of the indemnifying party, its officers, employees, agents, and assigns.
5. **Insurance:** The City/Township Clerk will include Ottawa County, the Ottawa County and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance. The required insurance policy shall have commercial general liability policy limits of not less than \$1,000,000. Ottawa County will include the City/Township Clerk and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance or in its Memorandum of Coverage from the Ottawa County, Michigan Insurance Authority. The required insurance policy or coverage will have commercial general liability policy limits of not less than \$1,000,000. Written proof of the existence of such insurances will be supplied by the City/Township Clerk and Ottawa County to each other as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the City/Township Clerk may reasonably require per this agreement.
6. **Term of Agreement:** The effective date of this Agreement shall be January 1, 2026. This Agreement shall continue in effect from the effective date through December 31, 2028. This Agreement may be renewed thereafter for three (3) additional 4-year renewals, by mutual written agreement of the parties, entered into no later than December 31 of the previous year.

7. **Miscellaneous:**

- A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the language in those sections.
- B. **Severability.** If any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions of this Agreement. Any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- C. **Entire Agreement and Amendment.** In conjunction with matters covered by this Agreement, the Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth in this Agreement. The parties acknowledge that terms within this Agreement may be altered, amended or modified as a result of impending legislation, but only by an instrument in writing, executed by the parties to this Agreement. Each party to this Agreement waives its future right to claim or assert that this Agreement has been modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.
- D. **Successors and Assigns.** All representations, covenants, and warranties set forth in the Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of any or all such parties, and their successors and assigns.
- E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against any party considered to be the drafter of this Agreement.
- F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts; all such counterparts shall for all purposes be deemed to be an original. All such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one (1) and the same instrument.
- G. **Individuality of Contractual Relationship.** Although multiple local units may enter into this agreement with the Ottawa County, each particular contract shall be individual between the County and the particular local unit that approves and executes it. Stated differently, this Agreement creates no contractual obligations among the local units executing it and each agreement stands on its own relative to the County.

In witness whereof the parties have executed this Agreement as of the indicated date (s).

City/Township Clerk:

By: _____

Its: _____

Dated: _____

COUNTY OF OTTAWA:

By: _____

Josh Brugger, Chairperson

Its: Board of Commissioners

By: _____

Justin F. Roebuck

Its: County Clerk/Register of Deeds

Dated: _____

AGREEMENT FOR EARLY VOTING PRINTING AND MAILING SERVICES

This Agreement is made as of January 1, 2026, by the City/Township Clerk of _____, a Michigan municipal corporation, _____ (“the City/Township Clerk”) and the County of Ottawa, a Michigan municipal corporation, 12220 Fillmore St., West Olive, MI 49460 (“Ottawa County”), with reference to the following facts and circumstances:

- A. City/Township Clerk, pursuant to Michigan Compiled Laws [MCL168.662(10)], is required to provide actual notice to every registered elector, as to where and when early voting will be conducted in their jurisdiction.
- B. City/Township Clerk, pursuant to Michigan Compiled Laws (MCL 68.720h), must file their early voting plan with the County Clerk. One requirement of the early voting plan includes the communication strategy, including how they will inform and notice each elector of the opportunity for early voting, including where early voting will occur, along with the dates and hours of operation of each early voting site.
- C. The City/Township Clerk has requested that the Ottawa County Clerk provide assistance in printing and mailing notices for the early voting site(s) (as described and defined in this Agreement) and has agreed to reimburse Ottawa County for these services as provided in this Agreement.
- D. Pursuant to the Urban Cooperation Act, MCL 124.501 et seq, Ottawa County is willing to assist the City/Township Clerk by providing the requested early voting printing and mailing services under the terms and conditions of this Agreement.

NOW, THEREFORE in consideration of the mutual promises and representations, set forth in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledge, the City/Township Clerk and Ottawa County agree as follows:

1. **General Agreement:** Ottawa County, through the Ottawa County Clerk/Register’s Office (“County Clerk”) agrees to notice all households of each registered elector for each early voting site, for those cities and townships that enter into an Agreement for Early Voting Printing and Mailing Services with Ottawa County. The printing and mailing of the notice will be administered by the County Clerk, through its current Kent Communications Inc. (“KCI”) Contract, who will organize, design, approve, and monitor the notice requirements, in consultation with, the City/Township Clerk. Ottawa County agrees to perform the following services through its employees, and to provide the materials set forth herein:
 - A. **Scope of Service:** The County Clerk, through its employees, agrees to administer and mail, according to the laws of the State of Michigan, a printed notice specifying the location and hours of operation of the early voting site

for each day early voting is offered and to each registered elector's household, for the City/Township Clerk and the other City/Township Clerks within Ottawa County which are parties to this Agreement, starting January 2, 2026, and concluding its services December 31, 2027.

B. **The Jurisdictions ("Jurisdictions") that may enter such Early Voting Printing and Mailing Services Agreement with Ottawa County are:** Allendale Charter Township; Blendon Township; Chester Township; City of Coopersville; Crockery Township; City of Ferrysburg; City of Grand Haven; Grand Haven Charter Township; Georgetown Charter Township; Holland Charter Township; City of Holland (including those parts of the City of Holland within Allegan County); City of Hudsonville; Jamestown Charter Township; Olive Township; Park Township; Polkton Charter Township; Port Sheldon Township; Robinson Township; Spring Lake Township; Tallmadge Charter Township; Wright Township; Zeeland Charter Township; City of Zeeland; Ottawa County.

C. **Design and Approval of the Notices:** The County Clerk will be responsible for working collaboratively with KCI to design the notice template for each jurisdiction. Upon receipt of the design or proof, the County Clerk shall forward the proof to the applicable City/Township Clerk for review and approval. The County Clerk shall provide the City/Township Clerk with a review period of no less than one (1) week, and may as specified in the transmittal, allow additional review time when feasible. Following receipt of approval, or deemed approval as provided herein, from the City/Township Clerk, the County Clerk shall notify KCI of any required corrections or authorize the notice for final printing and mailing.

D. **Early Voting Site Notices:** The County Clerk will be responsible for providing notice, no later than forty-five (45) days before the applicable election, specifying the location of the approved early voting sites and the hours of operation of the early voting sites for each day early voting is offered, to each registered elector entitled to vote at these early voting sites. The County Clerk must provide notice by mail to each registered elector's household. A notice is not required for the November General Election, if an early voting site is established in addition to one or more early voting sites that remain in effect for which notice was previously provided to each elector's household.

If there is a temporary change to an early voting site, no later than 21 days before the first day of early voting for an early voting site, the County Clerk will be responsible for providing notice, no later than twenty-one (21) days before the first day of early voting as to the new early voting site, to each registered elector's household by mail.

E. **Process for Withdrawing from Agreement:** Ottawa County or the City/Township Clerk may withdraw from this Agreement by providing at least

thirty (30) days' written notice to the other, except during the statutory blackout period described below. Written notice of withdrawal must be sent to the County Clerk, Corporate Counsel of Ottawa County at 12220 Fillmore Street Room 130, West Olive, MI 49464, and to all participating City/Township Clerk's that are parties to an existing Agreement for Early Voting Printing and Mailing Services with Ottawa County. If Ottawa County withdraws from this Agreement, written notice shall likewise be sent to the City/Township Clerk and all other participating City/Township Clerks that have entered an existing Agreement for Early Voting Printing and Mailing Services with Ottawa County.

The parties agree that no withdrawal may occur during the period beginning one hundred fifty (150) days before the statewide August Primary Election in an even-numbered year and ending upon the completion of the county canvass for the statewide November General Election in that same even-numbered year (the "Blackout Period").

Upon receiving written notice of withdrawal, and provided that the notice is submitted outside the Blackout Period and satisfies the thirty (30) day requirement, the County Clerk will issue an approval letter acknowledging the withdrawal, with similar copies to all other participating City/Township Clerks. In such circumstances, the Agreement will expire thirty (30) days from the date of delivery of the notice of withdrawal.

If a notice of withdrawal is submitted during the Blackout Period, the County Clerk will issue a letter rejecting the attempted withdrawal, and the jurisdiction shall continue to perform all responsibilities outlined in this Agreement.

2. **Responsibilities of the City/Township Clerk:** The City/Township Clerk agrees to perform the following services through its employees, and to provide the materials set forth herein:

- A. **Review and Approval of Notice:** The City/Township Clerk is responsible for reviewing, proofreading, and approving the notice upon receipt of a proof copy from the County Clerk. The City/Township Clerk's review shall include, but not be limited to, accuracy, completeness, formatting, and compliance with applicable laws, policies, and standards.

The City/Township Clerk shall provide written approval or requested revisions within the established review period, as defined by the timeframe communicated by the County Clerk at the time the proof is transmitted, to not be less than one (1) week. If no written response is received within that period, the notice shall be deemed approved. No notice shall be finalized, printed, and mailed until written approval is received or approval is deemed granted pursuant to this section.

B. **Payment:** The City/Township Clerk is responsible for paying its portion of Ottawa County's actual expenses for the services estimated in **Exhibit A**. Ottawa County will bill the City/Township Clerk after the County Clerk has paid its invoice to KCI, and the City/Township Clerk will pay Ottawa County within thirty (30) days following its receipt of the invoice.

C. **Change to Early Voting Site:** In the event of a temporary change to an early voting site, the City/Township Clerk shall, no later than twenty-one (21) days prior to the commencement of early voting at such site, provide notice of the change to the County Clerk as expeditiously as practicable, so as to enable the County Clerk to comply with the statutory twenty-one (21) day notice requirement.

In addition, the City/Township Clerk, or designated staff, shall be responsible for posting, at the former early voting site, a notice identifying the new early voting site, in accordance with the requirements set forth in MCL 168.662(8)(b).

In the event of a temporary change to an early voting site, within 20 days before the start of early voting, the City/Township Clerk, or designated staff shall provide notice in accordance with the requirements set forth in MCL 168.662(11)(a-c).

3. **Independent Contractor:** At all times and for all purposes under this Agreement, the relationship of Ottawa County and the City/Township Clerk shall be that of independent contractors. All employees of Ottawa County who perform services under this Agreement shall be and remain employees of Ottawa County. They shall be subject to the discipline, supervision, direction, policies, and control of Ottawa County and the County Clerk. All employees or agents of the City/Township Clerk who perform services under this Agreement shall be and remain employees or agents of the City/Township Clerk, subject to the discipline, supervision, direction, policies and control of the City/Township Clerk.
4. **Indemnification and Hold Harmless:** Each party to this Agreement shall defend, indemnify and hold the other parties, and their officers, employees, agents, and assigns, harmless from claims and any liability which arise out of and/or are the result of an alleged error, mistake, negligence, or intentional act or omission of the indemnifying party, its officers, employees, agents, and assigns.
5. **Insurance:** The City/Township Clerk will include Ottawa County, the Ottawa County and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance. The required insurance policy shall have commercial general liability policy limits of not less than \$1,000,000. Ottawa County will include the City/Township Clerk and its officers, employees, agents, and assigns as additional named insureds on a policy of liability insurance or in its Memorandum of Coverage from the Ottawa County, Michigan Insurance Authority. The required insurance policy or coverage will have commercial general liability policy limits of not

less than \$1,000,000. Written proof of the existence of such insurances will be supplied by the City/Township Clerk and Ottawa County to each other as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the City/Township Clerk may reasonably require per this agreement.

6. **Term of Agreement:** The effective date of this Agreement shall be January 1, 2026. This Agreement shall continue in effect from the effective date through December 31, 2027. This Agreement may be renewed thereafter for three (3) additional two (2) year terms, by mutual written agreement of the parties, entered into no later than one hundred fifty (150) days before the first regularly scheduled statewide or federal election in 2028, 2030 and 2032.

7. **Miscellaneous:**

- A. **Section Headings.** The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the language in those sections.
- B. **Severability.** If any one (1) or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions of this Agreement. Any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, which shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- C. **Entire Agreement and Amendment.** In conjunction with matters covered by this Agreement, the Agreement contains the entire understanding and agreement of the parties. There have been no promises, representations, agreements, warranties, or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth in this Agreement. The parties acknowledge that terms within this Agreement may be altered, amended or modified as a result of impending legislation, but only by an instrument in writing, executed by the parties to this Agreement. Each party to this Agreement waives its future right to claim or assert that this Agreement has been modified, canceled, superseded, or changed by any oral agreement, course of conduct, waiver, or estoppel.
- D. **Successors and Assigns.** All representations, covenants, and warranties set forth in the Agreement, by or on behalf of or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of any or all such parties, and their successors and assigns.
- E. **Terms and Conditions.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against any party considered to be the drafter of this Agreement.

F. **Execution of Counterparts.** This Agreement may be executed in any number of counterparts; all such counterparts shall for all purposes be deemed to be an original. All such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one (1) and the same instrument.

G. **Individuality of Contractual Relationship.** Although multiple local units may enter into this agreement with the Ottawa County, each particular contract shall be individual between the County and the particular local unit that approves and executes it. Stated differently, this Agreement creates no contractual obligations among the local units executing it and each agreement stands on its own relative to the County.

In witness whereof the parties have executed this Agreement as of the indicated date (s).

City/Township Clerk:

By: _____

Its: _____

Dated: _____

COUNTY OF OTTAWA:

By: _____

Josh Brugger, Chairperson

Its: Board of Commissioners

By: _____

Justin F. Roebuck

Its: County Clerk/Register of Deeds

Dated: _____

EXHIBIT A - ESTIMATED COSTS																							
Description	Charge	Org & Object	Detail	Allendale	Blendon	Chester	City of Coopersville	City of Holland-Allegan	City of Holland - Ottawa	City of Hudsonville	City of Zeeland	Crockery	Georgetown	Holland	Jamestown	Olive	Park	Polkton	Port Sheldon	Tallmadge	Wright	Zeeland	Total
			Households pulled from QVF on 11/18/2025	7646	2811	812	1732	3391	10095	3074	2410	1995	19988	14341	3740	1877	7720	948	2281	3618	1223	4226	93928
ELEC1	Printing - Postcard	10114511-676000	\$0.05	\$ 371.36	\$ 136.53	\$ 39.44	\$ 84.12	\$ 164.70	\$ 490.31	\$ 149.30	\$ 117.05	\$ 96.90	\$ 970.80	\$ 696.53	\$ 181.65	\$ 91.16	\$ 374.95	\$ 46.04	\$ 110.79	\$ 175.72	\$ 59.40	\$ 205.25	\$ 4,562.00
ELEC1	Load File	10114511-676000	\$55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$ 1,045.00
EIEC1	Programming	10114511-676000	12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.11	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 12.10	\$ 230.00
ELEC1	NCOA Full Service	10114511-676000	0.00345	\$ 26.38	\$ 9.70	\$ 2.80	\$ 5.98	\$ 11.70	\$ 34.83	\$ 10.61	\$ 8.31	\$ 6.88	\$ 68.96	\$ 49.48	\$ 12.90	\$ 6.48	\$ 26.63	\$ 3.27	\$ 7.87	\$ 12.48	\$ 4.22	\$ 14.58	\$ 324.05
ELEC1	Digital Addressing	10114511-676000	0.017	\$ 129.98	\$ 47.79	\$ 13.80	\$ 29.44	\$ 57.65	\$ 171.62	\$ 52.26	\$ 40.97	\$ 33.92	\$ 339.80	\$ 243.80	\$ 63.58	\$ 31.91	\$ 131.24	\$ 16.12	\$ 38.78	\$ 61.51	\$ 20.79	\$ 71.84	\$ 1,596.78
ELEC1	Pre-Press	10114511-676000	18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.94	\$ 18.94	\$ 18.94	\$ 18.94	\$ 18.94	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 360.00
ELEC1	Sort & Mail	10114511-676000	0.015	\$ 114.69	\$ 42.17	\$ 12.18	\$ 25.98	\$ 50.87	\$ 151.43	\$ 46.11	\$ 36.15	\$ 29.93	\$ 299.82	\$ 215.12	\$ 56.10	\$ 28.16	\$ 115.80	\$ 14.22	\$ 34.22	\$ 54.27	\$ 18.35	\$ 63.39	\$ 1,408.92
ELEC1	Prepare Forms	10114511-676000	0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.78	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 0.79	\$ 15.00
ELEC1	Postage	10114511-676000	0.178	\$ 1,360.99	\$ 500.36	\$ 144.54	\$ 308.30	\$ 603.60	\$ 1,796.91	\$ 547.17	\$ 428.98	\$ 355.11	\$ 3,557.86	\$ 2,552.70	\$ 665.72	\$ 334.11	\$ 1,374.16	\$ 168.74	\$ 406.02	\$ 644.00	\$ 217.69	\$ 752.23	\$ 16,719.18
			Total	\$ 2,090.25	\$ 823.39	\$ 299.61	\$ 540.67	\$ 975.35	\$ 2,731.92	\$ 892.29	\$ 718.31	\$ 609.57	\$ 5,324.08	\$ 3,844.46	\$ 1,066.79	\$ 578.65	\$ 2,109.63	\$ 335.23	\$ 684.51	\$ 1,034.83	\$ 407.29	\$ 1,194.13	\$ 26,260.93



3901 East Paris SE
Grand Rapids, MI 49512
616.957.2120 phone
616.957.3026 fax
kentcommunications.com

Proposal

Renee Kuiper
Ottawa County
12220 Fillmore St.
PO BOX 310
West Olive, MI 46460
Ph: 616-994-4776

Fax:

Proposal 243734.
Date November 20, 2025

Project

2026 Early Voting Postcard – Color

Variable Color Digital Print & Address 4x6 Postcard on 100# White Coated Cover, Trim to Bleed, Sort & Mail NonProfit

Components

Postcard

Quantity of 105,000

Services	Quantity	Setup	Minimum	Rate	per	Price
**Printing - Postcard	105,000			\$48.57	/m	\$5,099.76
Load File	19		\$55.00	\$55.00	ea	\$1,045.00
Programming for Digital Print	2		\$115.00	\$115.00	ea	\$230.00
NCOA Full Service	105,000		\$225.00	\$3.45	/m	\$362.25
Digital Addressing	105,000		\$115.00	\$17.00	/m	\$1,785.00
Pre-Press	8	\$40.00		\$40.00	ea	\$360.00
Sort & Mail	105,000		\$90.00	\$15.00	/m	\$1,575.00
Prepare Forms/Verify and/or Del. to PO	1		\$15.00	\$15.00	ea	\$15.00

Total Cost for Services

\$10,472.01

Estimated Postage

	Pieces	Rate	Postage
Std-Reg (Non-Profit)/5-Digit	105,000	0.17800	\$18,690.00000

Total Estimated Postage

\$18,690.00000

Total Estimated Project Cost

105,000 **Unit Price:** \$0.2777 **\$29,162.01**

Postage must be paid in advance or on deposit with the Post Office.

Thank you for the opportunity to quote on this project.

Ericka Wujkowski

Account Manager
Phone: 616-957-2120
Fax: 616-957-3026
Email: erickaw@kentcommunications.com

Accepted :

Ottawa County ('CLIENT')

By _____

Name _____

Title _____

Date _____

THIS PROPOSAL CONSISTS OF THIS PAGE AND PARAGRAPH 1-18 ON THE BACK SIDE

MAIL INDUSTRY TRADE CUSTOMS

- 1. PROPOSALS:** Proposals are subject to acceptance within 90 days. Proposals are based on the cost of labor and materials on the date of the proposal. If changes occur in cost of materials, labor, or other costs prior to acceptance, or if the customer requires changes in the mailing schedule subsequent to acceptance, the right is reserved to change the price quoted. Subsequent orders will be subject to price revision if required. Proposals do not include applicable taxes, shipping costs or deliveries unless specifically stated. Postage included on proposals is an estimate only. Proposals are only valid when in writing.
- 2. CANCELLATION:** Orders may be canceled by the customer at any time by notice in writing or via e-mail with the understanding that Kent Communications Inc. (KCI) will be compensated in full for any work or services performed prior to cancellation, plus the cost of any goods or services purchased for the order.
- 3. ALTERATIONS/SPECIFICATIONS:** Prices quoted are based upon our understanding of the specifications submitted. If there is a change in specifications or instructions resulting in additional costs, the work performed will be billed at the current rates, and the mailing date may be delayed.
- 4. VERBAL ORDERS:** Written or e-mail orders are strongly recommended. KCI may accept verbal orders; however such orders are subject to KCI's acceptance of the written final specifications which customer shall deliver to KCI by fax or mail prior to the commencement of the work.
- 5. POSTAGE:** Proposals include estimated postage only. The customer is responsible for the payment of all postage, whether or not included in the proposals. KCI will notify the customer in writing, by e-mail or verbally by telephone call as soon as reasonably possible after the actual amount of postage is known and will notify the customer of the date when the postage is needed in order to complete the mailing prior to the agreed upon mailing date. KCI will make reasonable efforts to provide the customer with an accurate estimate of required postage; however, the customer, and not KCI, is responsible for additional postage charges if the rate of postage changes for any reason including the design of the mail piece. Payment of postage in advance is required on all orders and is the responsibility of the customer. KCI reserves the right to hold mailings for which sufficient postage has not been paid or until postage payment has been verified. The customer will provide the postage payment in adequate time for KCI to complete the mailing prior to the previously agreed upon mail date. The customer is responsible for all additional postage and or shipping charges assessed by the Post Office or any other shipping agent after the mailing has been mailed.
- 6. ACCEPTANCE OF ORDER:** The customer agrees that KCI may refuse at any time to mail any copy, photographs or illustrations of any kind that in the management's sole judgement believes is an invasion of privacy, is degrading, libelous, unlawful, profane, obscene, pornographic, tends to ridicule or embarrass, or is in bad taste, or which in the management's sole judgement is an infringement on a trade mark, or trade name, or service mark, or copyright belonging to others.

The Customer also agrees to defend and hold KCI harmless in any suit, claim, or court action brought against KCI for alleged or actual damages, costs, expenses (including reasonable attorney's fees), liabilities or losses of any kind or nature resulting from the mailing for the customer, including circumstances where KCI, acting as the customer's agent, uses copy, photographs, or illustrations that are or believed by others to be degrading, libelous or harmful to their reputations, images, or standing in the community or an infringement on a trade mark, trade name, service mark, or copyright belonging to others, or in a suit or court action brought against KCI for actions of the customer's employees which may occur as a result of any mailing.

- 7. MAILING LISTS:** Customer's mailing list(s) in KCI's possession for storage or otherwise, is the exclusive property of the customer and shall be used only at the customers instructions. KCI shall provide reasonable protection against the loss of a customer's list. It is the customer's sole responsibility to maintain a duplicate list or have the source material from which the list was compiled. KCI shall pay for the cost of replacing such lists in the event of its systems failure, loss by fire, vandalism, theft or other such causes on KCI's premises (excluding destruction of the list due to the customer's negligence or willful misconduct), provided that the customer has a duplicate list or has the source material from which the list was compiled, and then only to the extent of the costs involved in replacing the lost list. KCI shall not be liable for compiling such lists nor for an intangible or special value attached thereto.

KCI is not responsible for the accuracy or integrity of lists or other data supplied by the customer or list broker. Unless otherwise specified in writing in advance, all rented mailing lists are provided on a one-time use basis.

- 8. MATERIALS:** KCI assumes in all proposals that all material provided will permit efficient handling on automated equipment, and meets equipment manufacturer's published specifications. Materials furnished that are within manufacturer's specifications, but which are not up to acceptable operational standards due to poor folding, facing, trimming, packing, sticking together of material, insufficient leeway between enclosures and envelopes, square envelope flaps or other causes, will be subject to pricing at special rates. The customer will be notified when a deficiency is discovered and approval will be obtained for handling at special rates before proceeding with work, and a new delivery schedule may result.

KCI is not responsible for identifying errors in preprinted copy on customer-furnished materials and assumes no liability for damages resulting from the mailing of materials which contain erroneous information. When performing mailings for not-for-profit customers, KCI is not responsible for content in mailed materials which causes a customer to lose their Nonprofit Status.

All direct mail handling and processing involves spoilage. Allowances for spoilage should be taken into consideration in ordering material. Spoilage of up to three (3) percent of customer's materials is typical. KCI will make reasonable efforts to handle customer's material to prevent undue spoilage. Nevertheless, KCI is not responsible for shortages of material as a result of spoilage in processing. All stock and materials belonging to a customer will be held and stored only at the customer's risk, and the customer shall be responsible for insurance on its stock and material.

Printer delivery tickets must accompany the materials delivered, and should show the number of skids or cartons, the quantity per skid or carton, and the total delivery quantity. Each incoming carton or skid must bear an identity, item code, quantity and a sample clearly visible. Each skid shall have only one material version, unless clearly marked and separated. Multiple items shall not be included within a single carton, skid or container unless noted thereon and on accompanying paperwork. KCI will apply a surcharge for any rework necessary for materials received not meeting these specifications.

KCI accepts and may rely upon printers' count until processing, and assumes no responsibility for shortages discovered at that time. Additional charges will apply if the customer requires the mailer to verify printer's counts prior to processing. Customer shall provide KCI with sufficient inventory or adequate sources of supply to meet anticipated demand. Cost for back orders, delay notices, canceled orders and increased customer service resulting from out of stock conditions is to be paid by, and will be billed to customer.

Collect shipment will be accepted only if clearance is obtained in advance, and a service charge will be added to the actual freight charges. KCI is not responsible for the condition of shipped overs, unless customer has been billed for packing and/or shipping.

The customer retains title to and the insurable interest in its materials. Customer shall obtain its own insurance for loss or damage to its materials. Customer releases, discharges, and holds KCI harmless from any loss or damage to customer's material that is or should have been covered by the insurance to be provided by customer, as provided above. KCI may carry insurance to protect itself against acts of negligence on the part of its employees in the normal course of business. If specific additional insurance coverage is desired by customer, such coverage must be specified by agreement in writing with KCI and customer shall then provide and pay for such additional coverage by separate insurance or rider. In such instances, the liability of KCI for losses will be limited to the insurance coverage provided.

9. LABELS: Labels must be within equipment manufacturers' published specifications for labeling equipment. For paper labels as well as those which are electronically generated, quoted prices assume that label placement will be in the position most advantageous to production speed, or additional charges will be billed.

10. INSERTING SEQUENCE: Effort will be made to insert material in the sequence and facing the direction the customer requests, but quoted prices assume the most advantageous production speeds, and specified sequence or facing may result in additional charges being billed.

11. OVERAGES: The customer must advise KCI, in advance of the performance of the order, of the disposition of overs (leftover mail pieces). Overs may be returned to the customer, stored, or destroyed. If items are stored or returned, applicable storage and delivery charges will be added. Additionally, at KCI's option and without liability to KCI, material may be automatically destroyed after 60 days if customer has failed to respond to a disposition request or failed to pay for storage starting 30 days after the mail date. Premium storage rates may be applied to old materials or materials for which disposition has not been designated. KCI is not responsible for the condition of shipped overs.

12. DELIVERY SCHEDULES: KCI will make reasonable efforts to meet scheduled delivery and mailing date(s), but is not liable for failure to meet any requested delivery dates. In addition, KCI has no control over U.S. Postal Service, United Parcel Service or common carriers' delivery schedules and cannot guarantee when the mail or shipments deposited with or released to these carriers will be delivered. The date which mail or shipments are deposited by KCI with or released to these carriers is the date of delivery for purposes of this contract.

KCI is not responsible or liable due to delays, and all orders are accepted contingent upon, fire, accident, act of God, mechanical breakdown or other causes beyond KCI's control. Since the time element is an integral part of KCI's business, quoted prices are based upon a specific set of time schedules for completion. Any requested deviation from the schedules described or agreed upon by both parties at the time the order is placed may alter the quoted price. Late delivery of material may delay the completion date of the order by a greater degree than the actual elapsed time the material is late.

13. ERRORS IN MAILING: In the event of an error or mistake by KCI resulting in an erroneous mailing, KCI, at its expense, shall remail that portion of the mailing that was in error, as soon as is reasonably possible after notification in writing by customer of the error or mistake. Notwithstanding KCI's error or mistake, the customer shall pay the postage for all such remailings. The remailing is the exclusive and sole remedy of customer against KCI for such error or mistake, and is in substitution for all other remedies or damages, including loss of business, postage, or other consequential or incidental damages.

14. DELINQUENT INVOICES: If customer fails to timely pay KCI, KCI may, at its option, along with all other remedies available to KCI, retain the customer's list or printing or other property until paid in full or sell the customers property and apply the proceeds against payment of delinquent invoices. "Delinquent" is defined as "past the agreed or specified payment date." After suitable credit has been established, unless otherwise specified in writing by KCI, terms are net with interest as allowed by law applied to delinquent invoices. Customer is responsible for any related collection costs, legal fees and interest.

15. BROKER/AD AGENCY/RESELLER: When contracting with an intermediary such as a broker, ad agency or reseller for work on behalf of their customers, the intermediary, as well as the customer is fully responsible to KCI for timely payment of invoices and for related collection costs, legal fees and interest. The intermediary's responsibility for payment to KCI is without regard to whether the intermediary has been paid by its customer for services rendered.

16. TAXES: All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless official proof of the customer's exemption is on file with KCI or such documentation accompanies the order. If, after the customer has paid the invoice, it is determined that more tax is due, the customer shall promptly remit the required taxes to the taxing authority or immediately reimburse KCI for any additional taxes paid by KCI.

17. SOLE AND EXCLUSIVE REMEDY: The Sole and exclusive remedy of customer for the breach of this agreement by KCI or any express or implied warranties pertaining to the mailing purchased by customer pursuant to this agreement, shall be remailing as provided in paragraph 13 above. Alternatively KCI may, at its opinion, provide a full refund of the invoice price. Customer shall notify KCI by written notice of any defect in the mailing within the period of 60 days immediately following the mailing. Failure by customer to notify KCI within this 60 day period shall relieve KCI from any liability to customer as a result of the defective mailing. The remedy here provided by KCI as to remailing, shall be customers sole and exclusive remedy and is expressly made in substitution of any and all remedies otherwise provided under the Uniform Commercial Code as enacted in the state of Michigan or any other state or jurisdiction. Under no circumstances shall KCI be liable to customer or any other person for any consequential, incidental, economic, direct, indirect, general or specific damages arising out of any breach of warranty, express or implied, under the agreement.

18. STATE OF MICHIGAN: This agreement shall be interpreted in accordance with the laws of, and enforced within the jurisdiction of, the state of Michigan. Any suit against KCI involving this agreement shall be brought in a court of competent jurisdiction within the county of Kent and the state of Michigan.



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

DATE: Friday, January 16, 2026
TO: Tim Klunder, City Manager
FROM: Tim Maday, Community Development Director
RE: **January 20th City Council Meeting Agenda - 2026 Poverty Exemption Guidelines**

The State Tax Commission has amended the guidelines to be used by Michigan Boards of Review in 2026 for determining eligibility of property owners that may request a poverty property tax exemption.

State Tax Commission Bulletin No. 15 of 2025 requires local government approval of guidelines and an asset level test (enclosed) to be used by the Board of Review when considering applications for poverty exemptions. Bulletin No. 15 also states that the local governing body shall not set the poverty guidelines lower than the federal poverty guidelines which are listed below. Example: The income level for a household of 3 people **shall not** be set lower than \$26,650, which is the amount shown on the following chart for a family of 3 people; however the local governing body may set the income level for a family of 3 people **higher than** \$26,650.

Below are the federal poverty guidelines proposed for use by the Board of Review in considering poverty exemption applications for **2026**:

Poverty Guideline Schedule

Size of Family Unit	Poverty Guidelines
1	\$ 15,650
2	\$ 21,150
3	\$ 26,650
4	\$ 32,150
5	\$ 37,650
6	\$ 43,150
7	\$ 48,650
8	\$ 54,150
For each additional person	\$5,500

Recommendation: Adopt the federal poverty guidelines as stated in State Tax Commission Bulletin Number 15 of 2025 for use by the Board of Review when considering 2026 poverty exemption applications.

Timothy Maday, Community Development Director



Adopted: __/__/____

City of Zeeland

2026 Poverty Exemption Policy

(POLICY GUIDELINES ARE UPDATED TO REFLECT GUIDELINES ISSUED NOV. 18, 2025, BY MICHIGAN DEPARTMENT OF TREASURY BULLETIN NO. 15)

THIS FORM IS ISSUED UNDER AUTHORITY OF PUBLIC ACT 206 OF 1893; MCL 211.7U.

1. Applicant(s) must be the owner(s) of, and occupant of, the home for which the exemption is being sought. Proof of ownership and residency will be required (deed or land contract, and driver's license/state ID or voter's registration card).
2. Applicant(s) will not be eligible for consideration unless they meet the following adopted guidelines, which include **ALL** individuals currently residing in the household, as well as **ANY** co-owners who are not residing in the homestead:

INCOME LIMITATIONS

The following are the federal poverty income guidelines which the United States Office of Management and Budget recommends that federal departments and agencies use. The standards are actually issued by the Department of Health and Human Services and are referred to as "poverty guidelines." The following are the poverty guidelines as of December 31, 2025, for use in setting poverty exemption guidelines for 2026 assessments.

NO. OF PERSONS AND CO-OWNERS	ANNUAL INCOME
1 person	\$15,650
2 persons	\$21,150
3 persons	\$26,650
4 persons	\$32,150
5 persons	\$37,650
6 persons	\$43,150
7 persons	\$48,650
8 persons	\$54,150
For each additional person, add	\$ 5,500

P.A. 135 FF 2012 changed the requirements for filing documentation in support of a poverty exemption to allow an affidavit (TREASURY FORM 4988) to be filed for all persons residing at the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year.

For purposes of the income limitations, annual income will include annual income of the applicant(s), any person(s) residing in the homestead, and any person(s) residing in the homestead, and any co-owner(s) who are not residing in the homestead. The applicant(s), any person(s) residing in the homestead and any co-owner(s) will each be considered one person. Annual income is defined as household income, being both taxable and exempt income from all and every source.

ASSET LIMITATIONS

In addition, the total household assets (i.e. bank accounts, other real property, boats, campers, stocks, bonds, IRA's, other assets in or out of the United States, etc.) **SHALL NOT exceed \$15,000**. Verification of additional assets will be done for all parties and household members applying for property tax assistance. Information not provided by applicant that is discovered by the Board of Review may cause your application to be denied.

For purposes of calculating an applicant(s)' combined asset, the homestead for which the exemption is being sought will not be included.

LONGEVITY LIMITATIONS

A Poverty Exemption may only be granted for the **Current Tax Year**. To obtain a Poverty Exemption for the following tax year, the applicant(s) must repeat the application process.

3. All applicant(s) must obtain the proper application from the Assessor's Office, complete the entire application, attach all documentation requested (see below), and sign the application.
4. As applicable, all applicant(s) will supply copies of the following documents for each individual currently residing in the household as well as any co-owners who are not residing in the household:
 - a. Homestead Property Tax Credit Claim (Mi-1040cr or 1040cr-2).
 - b. Michigan Income Tax Return (Mi-1040).
 - c. Federal Income Tax Return (Federal 1040 or 1040a).
 - d. W-2 Forms.
 - e. Interest Income Statements.
 - f. Dividend Income Statements.
 - g. Social Security Benefit Statements.
 - h. Pension Benefit Statements.
 - i. SSE Benefit Statements.
 - j. Workmen's Compensation Benefit Statements.
 - k. Public Assistance Benefit Statements.
 - l. General Assistance Benefit Statements.
5. ADC Benefit Statements.
6. Child Support Documentation.
7. Alimony Documentation.
8. ALL applicants will be evaluated based on data submitted and testimony given, along with information gathered from any source the Board chooses. Any successful applicant may be subject to investigation of their financial and property records by the City. This investigation will be performed to verify information used to support the applicant's poverty claim.
9. Information and documents submitted to the Board of Review in support of an application for a poverty exemption shall be kept confidential, to the maximum extent permitted by law.

INSTRUCTIONS: When complete, this document must accompany a taxpayer's Application for Poverty Exemption filed with the local unit where the property is located. MCL 211.7u provides for a whole or partial property tax exemption on the principal residence of an owner of the property by reason of poverty and the inability to contribute toward the public charges. MCL 211.7u (2) (b) requires proof of eligibility for the exemption to be provided to the board of review by supplying copies of Federal and State Income Tax Returns for all persons residing in the principal residence, including Property Tax Credit Returns, or by filing an affidavit for all persons residing in the residence who were not required to file Federal or State Income Tax Returns for the current or preceding tax year.

I, _____ swear and affirm by my signature below that I reside in the principal residence that is the subject of this Application for Poverty Exemption.

Address:

Petitioner Signature

Date

FOR ALL PERSONS RESIDING IN THE RESIDENCE WHO WERE NOT REQUIRED TO FILE FEDERAL OR STATE INCOME TAX RETURNS FOR THE CURRENT OR PRECEDING TAX YEAR.

By signing below you swear and affirm that you reside in the principal residence that is the subject of this Application for Poverty Exemption and that for the current tax year and the preceding tax year, you were not required to file a Federal or State Income Tax Return.

_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date
_____	_____	_____
Print Name	Signature	Date

IMPORTANT

- If applicant(s) cannot attend board of review in person, a written excuse shall be provided to the board of review.
- Board of Review dates:
 - March 9th & 10th, 2026
 - July 21st, 2026
 - December 15th, 2026
- It is recommended that applicant attend the March Board of Review to avoid receiving a tax bill, if applicant is unable to attend the March Board of Review a tax bill will be issued and is due by payment deadline, reimbursement may then occur upon attendance and approval of the Board of Review.

Application and Affirmation for MCL 211.7u Poverty Exemption

This form is issued under the authority of the General Property Tax Act, Public Act 206 of 1893, MCL 211.7u.

MCL 211.7u of the General Property Tax Act, Public Act 206 of 1893, provides a property tax exemption for the principal residence of persons who, by reason of poverty, are unable to contribute toward the public charges. This application is to be used to apply for the exemption and must be filed with the Board of Review where the property is located. This application may be submitted to the city or township where the property is located in each year on or after January 1 but before the day prior to the last day of the board of review. Poverty Exemptions may be heard by the Board of Review during its March, July, and December sessions.

To be considered complete, this application must: 1) be completed in its entirety, 2) include information regarding all members residing within the household, and 3) include all required documentation as listed within the application. Please write legibly and attach additional pages as necessary.

PART 1: PERSONAL INFORMATION — Petitioner must list all required personal information.				
Petitioner's Name			Daytime Phone Number	
Age of Petitioner	Marital Status	Age of Spouse	Number of Legal Dependents	
Property Address of Principal Residence		City	State	ZIP Code
PART 2: REAL ESTATE INFORMATION				
List the real estate information related to your principal residence. Be prepared to provide a deed, land contract or other evidence of ownership of the property at the Board of Review meeting.				
Property Parcel Identification Number		Name of Mortgage Company		
Unpaid Balance Owed on Principal Residence	Monthly Payment	Length of Time at this Residence		
Property Description				
PART 3: AFFIRMATION OF OWNERSHIP, OCCUPANCY, AND INCOME STATUS (Check all boxes that apply.)				
<input type="checkbox"/> I own the property in which the exemption is being claimed.				
<input type="checkbox"/> The property in which the exemption is being claimed is used as my homestead. Homestead is generally defined as any dwelling with its land and buildings where a family makes its home.				
PART 4: ADDITIONAL PROPERTY INFORMATION				
List information related to any other property owned by you or any member residing in the household.				
<input type="checkbox"/> Check if you own, or are buying, other property. If checked, complete the information below.			Amount of Income Earned from other Property	
1	Property Address	City	State	ZIP Code
	Name of Owner(s)	Assessed Value	Date of Last Taxes Paid	Amount of Taxes Paid
2	Property Address	City	State	ZIP Code
	Name of Owner(s)	Assessed Value	Date of Last Taxes Paid	Amount of Taxes Paid

PART 5: EMPLOYMENT INFORMATION — List your current employment information.

Name of Employer

Address of Employer

City

State

ZIP Code

Contact Person

Employer Telephone Number

PART 6: INCOME SOURCES

List all income sources, including but not limited to: salaries, Social Security, rents, pensions, IRAs (individual retirement accounts), unemployment compensation, disability, government pensions, worker's compensation, dividends, claims and judgments from lawsuits, alimony, child support, friend or family contribution, reverse mortgage, or any other source of income, for all persons residing at the property.

Source of Income	Monthly or Annual Income (indicate which)

PART 7: CHECKING, SAVINGS AND INVESTMENT INFORMATION

List any and all savings owned by all household members, including but not limited to: checking accounts, savings accounts, postal savings, credit union shares, certificates of deposit, cash, stocks, bonds, or similar investments, for all persons residing at the property.

Name of Financial Institution or Investments	Amount on Deposit	Current Interest Rate	Name on Account	Value of Investment

PART 8: LIFE INSURANCE — List all policies held by all household members.

Name of Insured	Amount of Policy	Monthly Payments	Policy Paid in Full	Name of Beneficiary	Relationship to Insured

PART 9: MOTOR VEHICLE INFORMATION

All motor vehicles (including motorcycles, motor homes, camper trailers, etc.) held or owned by any person residing within the household must be listed.

Make	Year	Monthly Payment	Balance Owed

Continue on Page 3

PART 10: HOUSEHOLD OCCUPANTS — List all persons living in the household.

First and Last Name	Age	Relationship to Applicant	Place of Employment	\$ Contribution to Family Income

PART 11: PERSONAL DEBT — List all personal debt for all household members.

Creditor	Purpose of Debt	Date of Debt	Original Balance	Monthly Payment	Balance Owed

PART 12: MONTHLY EXPENSE INFORMATION

The amount of monthly expenses related to the principal residence for each category must be listed. Indicate N/A as necessary.

Heating	Electric	Water	Phone
Cable	Food	Clothing	Health Insurance
Garbage	Daycare	Car Expense (gas, repair, etc.)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	
Other (type and amount)	Other (type and amount)	Other (type and amount)	

NOTICE: Per MCL 211.7u(2)(b), federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns, filed in the immediately preceding year or in the current year must be submitted with this application. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return in the tax year in which the exemption under this section is claimed or in the immediately preceding tax year.

PART 13: POLICY AND GUIDELINES ACKNOWLEDGMENT

The governing body of the local assessing unit shall determine and make available to the public the policy and guidelines used for the granting of exemptions under MCL 211.7u. In order to be eligible for the exemption, the applicant must meet the federal poverty guidelines published in the prior calendar year in the Federal Register by the United States Department of Health and Human Services under its authority to revise the poverty line under 42 USC 9902, or alternative guidelines adopted by the governing body of the local assessing unit so long as the alternative guidelines do not provide income eligibility requirements less than the federal guidelines. The policy and guidelines must include, but are not limited to, the specific income and asset levels of the claimant and total household income and assets. The combined assets of all persons must not exceed the limits set forth in the guidelines adopted by the local assessing unit.

☐ The applicant has reviewed the applicable policy and guidelines adopted by the city or township, including the specific income and asset levels of the claimant and total household income and assets.

PART 14: LEGAL DESIGNEE INFORMATION (Complete if applicable.)

Legal Designee Name		Daytime Telephone Number	
Mailing Address	City	State	ZIP Code

PART 15: CERTIFICATION

I hereby certify to the best of my knowledge that the information provided in this form is complete, accurate and I am eligible for the exemption from property taxes pursuant to Michigan Compiled Law, Section 211.7u.

Printed Name	Signature	Date
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This application shall be filed after January 1, but before the day prior to the last day of the local unit's December Board of Review.

Decision of the March Board of Review may be appealed by petition to the Michigan Tax Tribunal by July 31 of the current year. A July or December Board of Review decision may be appealed to the Michigan Tax Tribunal by petition within 30 days of decision. A copy of the Board of Review decision must be included with the petition.

Michigan Tax Tribunal
PO Box 30232
Lansing MI 48909

Phone: 517-335-9760
Email: taxtrib@michigan.gov