



**Holland**  
MICHIGAN

**CITY OF HOLLAND**  
**City Council Regular Meeting**  
**Agenda**

**City Hall - Council Chambers, 270 S. River Avenue**  
**June 3, 2026, 6:00 p.m.**

Action to be taken by Council on the following items:

**1. Roll Call**

**2. Opening Prayer - Mayor Bocks**

**3. Pledge of Allegiance**

**4. Consent Agenda Items - ROLL CALL**

All items listed under 'Consent Agenda Items' are considered to be routine and have previously been reviewed by Council, and will be enacted with one motion, unless stated otherwise by the public or a Council Member, in which event the item will be removed from the consent agenda and considered in its normal sequence. Items presented in **bold** are non-consent.

A. Absences Excused

B. Approval of Minutes - May 20, 2026 Regular Meeting

C. Oaths of Office

D. City Clerk - 12D1 Report - Claims Filed Against the City

E. Community & Neighborhood Services - 12E2.1 Report - Commercial Solid Waste Collection and Disposal Services Agreement for 2027-2032

F. Parks & Recreation Services - 12E3.1 Report - Accept Bid for Painting Services

G. Parks & Recreation Services - 12E3.2 Report - Accept Bid for Van Raalte Trail Reconstruction

H. Parks & Recreation Services - 12E3.3 Report - Boardwalk Replacement Budget Amendment

I. Finance - 12E4.1 Report - Designated Assessor Contract

J. Management & Administrative Services - 12E6.2 Report - Downtown Development Authority (DDA) Board Appointment and Reappointment

K. Management & Administrative Services - 12E6.3 Report - Downtown Group - Windmill Island Gardens Approval of Catering Agreements for the 2026 Season

L. Management & Administrative Services - 12E6.4 Report - Downtown Group - Windmill Island Gardens Approval of Art on the Island Gala Special Liquor License

M. Management & Administrative Services - 12E6.5 Report - Revocable License Agreement - 21 W 8th Street - Seasonal Floral Arch

**5. Public Comment**

This is an opportunity for the public to address the Council and to make any appropriate comments. Please limit your comments to 5 minutes per person.

**6. Special Presentations and Recognitions from Mayor or Council or City Manager**

**7. Special Order of the Day (Public Hearings)**

8. **Unfinished Business**
9. **Written Petitions and Communications**
  - A. E-Comments: publiccomment@cityofholland.com - **VOICE VOTE**
10. **Adoption of Ordinances**
  - A. **Planning Commission - Rezoning Request for 721 E 64th Street - ROLL CALL**
  - B. **Planning Commission - Rezoning Request for 1440 M-40 - ROLL CALL**
  - C. **Community & Neighborhood Services - Ordinance Amendment to Chapter 2, Article XV, Section 2-100.2: Historic District Established, Landmark Properties - ROLL CALL**
11. **Reports from Special Committees**
12. **Reports from Boards, City Offices and Commissions**
  - A. Board of Public Works
  - B. Planning Commission
  - C. City Attorney
  - D. City Clerk
  - E. City Manager
    1. Transportation Services:
    2. Community & Neighborhood Services:
    3. Parks & Recreation Services:
    4. Fiscal Services & Purchasing:
    5. Public Safety Services:
    6. Management & Administrative Services:
      - 6.1 **Gifts - VOICE VOTE**
    7. Internal Services:
13. **Communications from the City Manager**
14. **Appointments and Communications from the Mayor**
  - A. **Mayoral Reappointments to City Committee - VOICE VOTE**
  - B. **City Attorney Appointment and Rate Schedule - ROLL CALL**
  - C. **Proclamation**
15. **Appointments, Motions and Communications from Council Members**
  - A. **Council Reappointments to City Board - VOICE VOTE**
16. **Adjournment**

**AUDIENCE PARTICIPATION:** In addition to addressing the Council during public hearings and under "Public Comment," members of the audience may address the Council on items under "Reports from Boards and City Officers," after a motion is pending on a particular item (except for items on the Consent Agenda), or by approaching the microphone and waiting to be recognized by the Mayor. Audience participation shall be five minutes or less per item.

**HEARING ASSIST DEVICES:** The City Council Chambers is equipped with the Induction Loop System. Please adjust your hearing aid to the T-coil setting to enhance the reception of the amplified sound.

**CELL PHONES:** Please be courteous and turn cell phones off during the meeting.

**PLEASE NOTE:** The City of Holland, with seven-day notice, will provide necessary translation and interpretation services, auxiliary aids, such as signers for the hearing impaired, and audiotapes of printed materials, to individuals with disabilities. Persons requiring these services should contact: Esther Fifelski, Human/Community Relations Director, 270 S River Avenue Holland, MI 49423, phone 616.355.1322, or e-mail [e.fifelski@cityofholland.com](mailto:e.fifelski@cityofholland.com). La Ciudad de Holland proporcionará servicios necesarios como interpretación, traducción, ayudas auxiliares, lenguaje de señas, y cintas de audio de materiales impresos para personas con discapacidades. Favor llamar con siete (7) días de anticipación a la Ciudad de Holland, Esther Fifelski, Oficina de Relaciones Humanas para obtener estos servicios 616.355.1322 o por correo electrónico a [e.fifelski@cityofholland.com](mailto:e.fifelski@cityofholland.com).



**Minutes**  
**Holland City Council Meeting**  
**Holland, Michigan, May 20, 2026**

The City Council gathered at 5:15 p.m. in the Employee Lounge for supper.

The City Council met in regular session at 6:00 p.m. in the Council Chambers of City Hall and the meeting was called to order by Mayor Bocks.

Members Present: Council Members Klomparens, Raymond, Marroquin, Corbin, Rowan, Shea, Schultheis, and Mayor Bocks

Members Absent: Timothy Vreeman

Others Present: City Manager Van Beek, Assistant City Manager VanDyken, City Clerk Katerberg, City Attorney Duckworth and Holland Youth Advisory Council Coordinator McCluskey

Council Member Shea led in opening prayer.

**26.199 Consent Agenda Items**

After review, a motion was made to approve the consent agenda items which included the following Council Action numbers: 26.200 – 26.216.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.200 Absences Excused**

Council excused the absence of Council Member Vreeman.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.201 Approval of Minutes**

Council approved the Minutes of the May 13, 2026 Regular meeting.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.202 Oaths of Office**

Council accepted the following executed Oath of Office: Linda Behrendt

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.203 Board of Public Works - Release of Sewer Special Assessment for 24th Street., US31 to Waverly Road**

Council approved the release of the special assessment for sewer service to properties on the north side of 24th Street as described in the attached release.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.204 Board of Public Works - FY 2026 James Street Substation Electric Distribution Capital Budget Amendment and Construction Contract with Newkirk Electric**

Council approved a contract with Newkirk Electric Inc. in the amount of \$183,642 with a 10% contingency of \$18,000 for a total of \$201,642, for services to replace three 138kV breakers at the James Street Substation; and approved an FY 2026 Capital Budget amendment in the amount of \$145,860 for a total project budget of \$595,860, pending approval as to form from the City Attorney.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.205 Board of Public Works - Budget Amendment for FY 2026 Electric Distribution Capital Budget**

Council approved an Electric Distribution budget amendment to transfer \$350,000 from the New Underground Lines and Equipment budget to the Underground Equipment Replacement budget, and \$50,000 from the New Underground Lines and Equipment to Distribution Meter Additions in the FY 2026 Electric Distribution Capital Budget.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.206 Planning Commission - Rezoning Request for 721 E 64th Street, Final Adoption June 3, 2026**

Council approved for first reading, the proposed rezoning of 721 E 64th St from Industrial (I) to Open Space (OS), as recommended by the Planning Commission, with a final adoption on June 3, 2026.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.207 Planning Commission - Rezoning Request for 1440 M-40, Final Adoption June 3, 2026**

Council approved for first reading, the proposed rezoning of 1440 M40 from Industrial (I) to Open Space (OS), as recommended by the Planning Commission, with a final adoption on June 3, 2026.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.208 City Clerk - Claim Filed Against the City**

Council referred the following claim filed against the City to the City's Insurance Carrier and City Attorney for consideration: Daneko Brown

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.209 City Clerk - Charitable Gaming License, Community Action House - Adopt Resolution**

Council adopted Resolution R2026.15 recognizing Community Action House as a non-profit organization operating in the City of Holland.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.210 Transportation Services - Approve Budget for City's Portion of the Holland Board of Public Works 8th Street Watermain Replacement Project**

Council approved the proposed budget of \$800,000 for the City's portion of the Holland Board of Public Works 8th Street Watermain Replacement Project with funding provided by the Street Capital Improvement funds.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.211 Transportation Services - Three Sidewalk Easements from the Development at 621 South Point Ridge**

Council accepted three sidewalk easements from the development located at 621 South Point Ridge; and authorized the Mayor and City Clerk to execute the documents subject to approval as to form by the City Attorney.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.212 Community & Neighborhood Services - EGLE Brownfield Grant Implementation Agreement between Sarah Boetsma and the City of Holland**

Council approved a Brownfield Grant Implementation Agreement between Sarah Boetsma and the City of Holland; approved an assignment of such agreement to a new entity to be formed by Boetsma in 2026, subject to final approval as to form by the City Attorney, and authorized the Mayor and City Clerk to execute the Agreement on behalf of the City.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.213 Finance - February Financial Reports**

Council received and filed the February 2026 Monthly Financial Reports.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.214 Finance - Purchasing - Declare Items as Surplus: Police Operations, Bicycles**

Council declared as surplus various bicycles acquired by the Police Division of Public Safety as surplus and authorized staff to dispose of all items as indicated.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.215 Management & Administrative Services - Approval of an Emergency Repair to the Boiler at Windmill Island Gardens**

Council approved retroactively an emergency replacement of the boiler at Windmill Island Gardens with WMPM Mechanical under the existing Mechanical Contract in the amount of \$37,000.

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**26.216 Management & Administrative Services - Revocable License Agreement - 450 Washington Avenue - Awnings**

Council approved a Revocable License Agreement with The Biscuit LLC for the installation of three (3) awnings at 450 Washington Avenue, subject to approval as to form by the City Attorney's Office; instructed the Applicant to pay the legal administration fee; and authorized the Mayor and City Clerk to execute the Agreement on behalf of the City.

<b>For</b>	<b>Against</b>	
Abby Klomparens	x	
<b>Lyn Raymond (Moved By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Seconded By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

**Public Comment**

Mary Kamara-Hagemeyer, Miss Great Lakes Bay, Park Township, advocated for the International Festival.

Katie Kuja, Holland City, shared her thoughts on the safety of everyone at Tulip Time and safety from ICE.

## Reports from Special Committees

### 26.217 Holland Youth Advisory Council Update and Farewell to the Class of 2026 Scholars

Holland Youth Advisory Council (HYAC) students presented a review of the work they did this past school year. Council thanked Joan McCluskey, HYAC Coordinator, for her work this year and in the past.

Council extended its appreciation to the 2026 Holland Youth Advisory Council for their service to the City of Holland, and recognized the graduating seniors for their service to the City of Holland.

MOVER: Lyn Raymond, SECONDER: Devin Shea

## Reports from Boards, City Offices and Commissions

### City Manager

#### Fiscal Services & Purchasing:

### 26.218 Recreation Center Bonds - Notice of Intent Resolution

Finance Director McCammon and Assistant City Manager VanDyken gave a review of the Recreation Center building development and explained the process for issuing bonds to finance the project. Mayor Bocks thanked the community for its generosity.

Council approved Resolution R2026.16 for a Notice of Intent to issue up to \$22 million in bonds for a multi-use Recreation Center.

	For	Against
<b>Abby Klomparens (Seconded By)</b>	x	
Lyn Raymond	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Moved By)</b>	x	
Devin Shea	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

### 26.219 Finance - Approve Grant Application to the 2026 Safe Streets and Roads for All Grant Program

Transportation Director White and Grants Manager Locker reviewed the grant application process and also highlighted requests in the application, which were refined to increase the probability of success in receiving the grant. The grant is a \$20 million federal grant, focused on non-motorized networks, signal upgrades, and includes portions of US Bike Route 35.

Council approved an Implementation Grant application to the Safe Streets and Roads for All grant program and authorized the City Manager to sign application documents as necessary.

	For	Against
Abby Klomparens	x	
<b>Lyn Raymond (Seconded By)</b>	x	
Scott Corbin	x	
Tim Marroquin	x	
Kim Rowan	x	
<b>Devin Shea (Moved By)</b>	x	
Michael Schultheis	x	
Nathan Bocks	x	
	8	0

## Communications from the City Manager

Manager Van Beek reminded council members about the upcoming CFHZ luncheon and the Memorial Day Parade, and to look for more details on upcoming Grand Openings for the Bike Park and the Splash Pad. He let everyone know that the Council Study Session for May 27 is cancelled.

**Appointments and Communications from the Mayor**

Mayor Bocks gave a reminder about the Memorial Day Parade and Ceremony; thanked Parks staff for the great looking cemeteries. He also reminded everyone about the Tulip Dig in May 30.

**Appointments, Motions and Communications from Council Members**

Council Member Raymond shared about the work of the Neighborhood Improvement Committee and the Neighborhood Bench Program, which will place 14 new benches around the City, with help from the Parks Department. Raymond said there are six Neighborhood Connections group established in the City and one more organizing.

Council Member Marroquin noted that there is a WestCore Neighborhood meeting coming up.

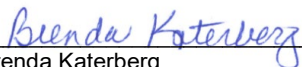
**26.220 Motion to Enter Closed Session to review and discuss a written opinion from the City Attorney's office with the attorney**

	<b>For</b>	<b>Against</b>
Abby Klomparens	x	
Lyn Raymond	x	
Scott Corbin	x	
Tim Marroquin	x	
<b>Kim Rowan (Moved By)</b>	x	
Devin Shea	x	
<b>Michael Schultheis (Seconded By)</b>	x	
Nathan Bocks	x	
	8	0

**26.222 Adjournment**

MOVER: Council Member Corbin, SECONDER: Council Member Shea  
The Council adjourned at 8:45 p.m.

Respectfully Submitted,

  
\_\_\_\_\_  
Brenda Katerberg  
City Clerk



# Action Request

**Requesting Department:**

City Clerk

**Submitted By:**

Brenda Katerberg

**Meeting Date:**

June 3, 2026

**Agenda Item:**

City Clerk - 12D1 Report - Claims Filed Against the City

**Agenda Item #:**

12D1

**Meeting Type:**

City Council Regular

**Attachments:**

Submitted Claim Forms

**Suggested Caption / Motion / Recommendation:**

It is recommended that Council refer claims filed against the City to the City's Insurance Carrier and City Attorney for consideration.

**Summary of Request:**

Claimant Name	Location of Incident	Department Responsible / Type of Incident	Amount of Damages Claimed
Ysabel Alar	373 E 24th St	Recreation / Personal Injury	\$1,714.20
Jeffrey Smeltzer	1045 Colonial Ct	BPW / Sewage Backup	Unknown
Mark Schrotenboer	387 W 33rd St	BPW / Sewage Backup	Unknown

**Financial Information:**

Total Cost: \$0

General Fund Cost: \$0

Included in Budget:  Yes  No  N/A

If not included in budget, recommended funding source:

**Action is related to the Strategic Plan and Business Plan:**

Goal:

4: To Provide Quality Services to All Stakeholders

Objective:

4.6: Management and Administrative Services - provide effective leadership and support for citizens and operations.

**City Manager:**

Recommended

Not Recommended

Without Recommendation

**Board / Commission / Committee Approval Date:**

**Board / Commission / Committee Name:**

N/A



Office of the City Clerk  
 270 S River Avenue, Holland, MI 49423  
 P: 616-355-1301 F: 616-355-1471  
 clerk@cityofholland.com  
 www.cityofholland.com/clerk

**NOTICE OF CLAIM**  
 (Section 16.1, Holland City Charter)

**CLAIMANT INFORMATION**

NAME Isabel M Alar PHONE 616-366-6662  
 STREET ADDRESS 452 E 24th St  
 CITY Holland STATE Mi ZIP 49423

**EXACT LOCATION OF INCIDENT – PLEASE BE SPECIFIC**

DATE: 03/30/2026 TIME: 5pm  
 EXACT ADDRESS / LOCATION (reference address, streets, buildings, etc.):  
373 E 24th St. Holland Mi 49423  
 MANNER OF OCCURRENCE: At my daughter Jocelyn Alar soft ball practice she was hit in the head with metal bat.  
 EXTENT OF DAMAGES AND CLAIMS: Jocelyn Alar was taken to emergency room at Holland Hospital for testing.  
 ALLEGED ACTS OF NEGLIGENCE: \_\_\_\_\_

NAMES, ADDRESSES, PHONE NUMBER OF WITNESSES: \_\_\_\_\_  
Coach Thomas Griffore tgriffore@hollandpublicschools.com  
 AMOUNT OF DAMAGES CLAIMED: 1714.20  
 ADDITIONAL REMARKS: \_\_\_\_\_

PHOTOS, RECEIPTS, ETC. MAY BE ATTACHED

I hereby affirm that the information in this application is correct to the best of my knowledge.

[Signature] (Must be signed in presence of Notary)  
 Signature of Claimant or Representative

**Notary** – State of Michigan, County of ottawa Acting in ottawa County, Michigan

I certify this to be the original document. On this 21st day of May, 2026.

[Signature]  
 Notary Name, Notary Public  
 My Commission Expires 4/25/2031

**KARA PRICE-SANCHEZ**  
 Notary Public, State of Michigan  
 County of Ottawa  
 My Commission Expires April 25, 2031  
 Acting In the County of Ottawa

**TO BE FILLED IN BY CLERK'S OFFICE**

Date Claim Filed 5/21/2026 Person Accepting Claim [Signature]

RETURN COMPLETED FORM TO THE CITY CLERK'S OFFICE



Office of the City Clerk  
270 S River Avenue, Holland, MI 49423  
P: 616-355-1301 F: 616-355-1471  
clerk@cityofholland.com  
www.cityofholland.com/clerk

Notice to City of Claim for Injuries:

Section 16.1. The city shall not be liable in damages for injury sustained by any person, either to his person or property, by reason of the negligence of the city, its officers or employees, or by reason of any defective public works or public service improvement or facility, or by reason of any obstruction, ice, snow, or other encumbrance thereon unless, within sixty (60) days after such injury shall have occurred, such person or his representative shall serve or cause to be served upon the Clerk, a notice in writing which shall set forth substantially the time and place of such injury, the manner in which it occurred, the nature of the act or defect complained of, the extent of such injury as far as the same has become known, the names and addresses of the witnesses known at the time to the claimant, and a statement that the person receiving such injury intends to hold the city liable for such damages as may have been sustained by him. No person shall bring any action for injury to person or property arising out of any of the reasons or circumstances aforesaid, unless brought within the period limited by law from the time such injury was sustained, nor unless he shall have first presented to the Clerk his claim in writing and under oath, setting forth particularly the nature and extent of such injury and the amount of damages claimed by reason thereof, which claim shall be presented to the Council by the Clerk and the Council shall be given an opportunity to act thereon, either by allowing or refusing to allow the claim.

It shall be a sufficient bar and answer in any court to any action or proceeding for the collection of any demand or claim against the city, under this section, that the notice of injury and the verified proof of claim, as in this section required, were not presented and filed within the time and in the manner as herein provided.

Please return completed forms to: City of Holland  
City Clerk's Office 270 River Avenue  
Holland, MI 49423

RECEIVED  
CITY OF HOLLAND  
MAY 10 2011  
CITY CLERK'S OFFICE

RETURN COMPLETED FORM TO THE CITY CLERK'S OFFICE



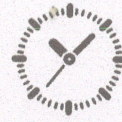
NOT A PAYMENT ADDRESS #AP201071#011  
417 BRIDGE ST, DANVILLE, VA 24541-1403

### FINANCIAL STATEMENT

- Billing Questions? Call (616) 394-3122  
Office Hours: M-F 8 AM-4:30 PM
- Check box for address/insurance changes

#### Addressee

YSABEL M ALAR  
452 E 24TH ST  
HOLLAND MI 49423-4873



### QUICK PAY

A fast, simple, secure way to make a one-time payment.

Pay Now: [personapay.com/hollandhosp](http://personapay.com/hollandhosp)

Account Number	Due Date	Amount Due	Amount Paid
688258	Upon Receipt	\$1,714.20	\$

Please make checks payable and remit to:

Holland Hospital  
PO BOX 772123  
DETROIT MI 48277-0123

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77212300378259316300000068825800001714203

Please detach and return top portion with payment.

Account Number	Patient Name	Statement Date	Due Date
688258	JOCELYN ALAR	05/04/2026	Upon Receipt

Date	Service Description	Status	Charges	Payments/Adjustments	Patient Balance
Hospital Services					
03/30/2026	Provider: LUKE P ERDAHL DO				
03/30/2026	Encounter #: 1002248264				
03/30/2026	RADIOLOGY		\$1,996.00		
	EMERGENCY ROOM		\$861.00		
	PATIENT ADJUSTMENT			-\$1,142.80	
	<b>Visit Balance</b>	<b>Current</b>			<b>\$1,714.20</b>

VO15674505 - 012680 - 001/001



SCAN



To make a fast & secure one-time payment!

### STATEMENT SUMMARY

Total Charges.....	\$2,857.00
Insurance Payments/Adjustments.....	\$0.00
Patient Payments/Adjustments.....	-\$1,142.80

**AMOUNT DUE: \$1,714.20**

See back of this statement for Financial Assistance information

## **Holland Hospital's Plain Language Summary**

### **Financial Assistance**

#### **Plain Language Summary**

In keeping with its mission, Holland Hospital is dedicated to making healthcare services accessible to the residents within its Primary and Extended Service Areas. The Hospital acknowledges the financial needs of patients who are unable to afford the charges associated with the cost of medical care. In that regard, the Hospital, when needed, provides medically necessary healthcare services free or at a reduced rate. To manage its resources and responsibilities and to allow the Hospital to provide assistance to the greatest number of patients in need, the Board of Directors has established these guidelines for providing Financial Assistance.

#### **Eligibility and Assistance Offered**

In order to be eligible for free care or care at a reduced rate, the patient must apply by completing a Financial Assistance application. Patients applying for Financial Assistance will not be denied based upon race, color, religion, sex, age, national origin, or marital status. The decision to provide Financial Assistance will be based on a review of the patient's or family's income, assets and liabilities. Additional information may be requested and ultimately may affect the Hospital's decision. The necessity for medical treatment of any patient will be based on the clinical judgment of the healthcare provider without regard to the financial status of the patient or family. All patients will be treated for emergency medical conditions without discrimination and regardless of their eligibility for free care or care provided at a reduced rate. Any patient eligible for financial assistance may not be charged more than the amounts generally billed for emergency or other medically necessary care.

#### **Applying for Financial Assistance**

Patients and families wishing to apply may submit an application and supporting documentation to Patient Financial Services either in person or via mail or fax. The Financial Assistance application can be found on the Hospital's website. Alternatively, printed copies of the Hospital's Financial Assistance Policy or its Plain Language Summary can be obtained at no extra cost by visiting the Patient Financial Services office located at the Hospital or calling the Patient Financial Services Customer Service Specialists. You may contact Patient Financial Services for a copy of the application and to discuss any questions you may have. This Plain Language Summary is available in English and Spanish.

#### **Notification**

In an effort to make our patients, families and community aware of the Hospital's Financial Assistance program, the Hospital has taken a number of steps to widely publicize this policy including posting of legible signage, development of this Plain Language Summary and making this information available at the registration desks. If you need additional information or have questions, please contact a representative at our Patient Financial office at:

Cashiers Office - Main Campus  
602 Michigan Ave.  
Holland, MI 49423

Website: [hollandhospital.org](http://hollandhospital.org)  
Telephone: 616-394-3122  
Email: [billing@hollandhospital.org](mailto:billing@hollandhospital.org)

**CUSTOMER WARNING AND ALERT: Holland Hospital is in no way affiliated with DOXO.com. All online payments should be made at [www.hollandhospital.org/hh/pay-bill.aspx](http://www.hollandhospital.org/hh/pay-bill.aspx).**

CITY OF HOLLAND

CITY CLERK

2<sup>nd</sup> Floor

City Hall, 270 S. River Avenue

Holland, MI 49423

Phone: 616.355.1301 Fax: 616-355-1490

Email: clerk@cityofholland.com

Website: www.cityofholland.com/clerk

NOTICE OF SEWAGE DISPOSAL SYSTEM<sup>1</sup> CLAIM

(MCL 691.1416)

CLAIMANT INFORMATION

NAME Jeffrey Smeltzer STREET ADDRESS 1045 Colonial Court  
CITY Holland STATE MI ZIP 49423 PHONE NUMBER 616 ~~694~~ 283-9937

EXACT LOCATION OF INCIDENT- PLEASE BE SPECIFIC

DATE 5/13/26 TIME 9:30 AM  
EXACT ADDRESS / LOCATION (reference address, streets, buildings, etc,

Basement- 1045 Colonial Court 49423

ASSERTED LIABILITY OF CITY OF HOLLAND / HBPW

State all facts to support liability of the City of Holland:

1. Was the City of Holland/HBPW the owner or operator of the sewage disposal system that allegedly caused damage or physical injury? yes

2. Was the alleged damage or physical injury the result of a sewage disposal system defect? A defect means a construction, design, maintenance, operation, or repair defect. yes

3. Did the City of Holland/HBPW know, or in the exercise of reasonable diligence should have known, about the alleged defect? yes

4. Did the City of Holland/HBPW fail to take reasonable steps in a reasonable amount of time to repair, correct, or remedy the alleged defect? yes

5. Is the alleged defect the cause of the property damage or physical injury? yes

6. Please provide or attach proof of ownership and the value of damage to personal property. Proof should include the purchase price or value of the property and photographic or similar evidence showing the value of the property.

The receipt of this claim does not infer that the City of Holland/HBPW has liability for the asserted claim. If the responsibility of the City/HBPW is established, all claims will be adjusted on an "actual cash value" basis.

PLEASE COMPLETE BACK PAGE

<sup>1</sup> The definition of a sewage disposal system means all interceptor sewers, storm sewers, sanitary sewers, combined sanitary and storm sewers, sewage treatment plants, and all other plants used in the connection with the collection, treatment, and disposal of sewage and industrial waste, and includes a storm water drain system under the jurisdiction and control of a government agency.

NOTICE OF SEWAGE DISPOSAL SYSTEM<sup>2</sup> CLAIM  
(MCL 691.1416)

I INTEND TO HOLD THE CITY OF HOLLAND LIABLE FOR DAMAGES SUSTAINED.

  
(Signature of Claimant) 5/22/2026

TO BE FILLED IN BY CLERK'S OFFICE.

Date Claim Filed: 5/22/2026 Person Accepting Claim: Kw Pni- dsk

SEWAGE DISPOSAL SYSTEM CLAIMS

The State of Michigan has adopted a statute establishing when governmental agencies in Michigan are responsible for sewage disposal system claims. This statute is Act 222 of 2001, effective January 2, 2002. If you wish to review this statute, it is available at <http://www.legislature.mi.gov>. Please insert Section 691.1416 on the web site. The above claim form has been prepared to list the elements of Act 222 of 2001 which are necessary for a determination of responsibility.

After your claim is submitted, it will be referred to an adjuster for the City of Holland for review. You may be contacted for additional information relating to your claim.

<sup>2</sup> The definition of a sewage disposal system means all interceptor sewers, storm sewers, sanitary sewers, combined sanitary and storm sewers, sewage treatment plants, and all other plants used in the connection with the collection, treatment, and disposal of sewage and industrial waste, and includes a storm water drain system under the jurisdiction and control of a government agency.

Memory stick

Pictures #

1	Contractor- Carpet, laminate, drywall,		\$ 24,390.00	\$ 24,390.00
1	Camelot Water Restoration		\$ 10,575.46	\$ 10,575.46
1	Furnace and Hot Water Heater	3966	\$ 10,856.00	\$ 10,856.00
1	Hotel Stay-first 4 nights		\$ 803.64	\$ 803.64
1	Hotel Stay-5th night		\$ 275.91	\$ 275.91
1	gaming PC	D:\Basement Flood\Pictures from Camelot\3b4cb8c9-357c-4bc0-aa31-6ee3d1c820ea_cdv_photo_014.jpg	\$ 1,253.00	\$ 1,253.00
1	Halloween decorations		\$ 75.00	\$ 75.00
1	Thanksgiving decorations		\$ 75.00	\$ 75.00
6	Easter baskets	4027	\$ 15.00	\$ 90.00
2	Easter baskets	4028	\$ 15.00	\$ 30.00
1	xmas cutting board	4036	\$ 20.00	\$ 20.00
5	xmas placemats	4037-4040	\$ 10.00	\$ 50.00
6	xmas serving trays	4041-4044, 4054, 4083-4085	\$ 10.00	\$ 60.00
7	xmas coffee mugs	4045-4053, 4057, 4062, 4071	\$ 8.00	\$ 56.00
2	xmas serving bowl	4056, 4059	\$ 5.00	\$ 10.00
4	cookie storage container	4061, 4073, 4076-4082	\$ 6.00	\$ 24.00
1	100 pc xmas napkins	4064	\$ 20.00	\$ 20.00
1	punch ladle	4066	\$ 5.00	\$ 5.00
1	wilton bundt cake pan	4067	\$ 17.49	\$ 17.49
1	ceramic snowman	4069	\$ 25.00	\$ 25.00
1	placemats	4075	\$ 25.00	\$ 25.00
1	6 lbs bag of epsom salt	4103	\$ 10.00	\$ 10.00
1	external hard drive	4138	\$ 139.99	\$ 139.99
1	nikon binoculars	4139	\$ 136.95	\$ 136.95
1	5 pack dvds	4140	\$ 5.00	\$ 5.00
1	personalized flashlight	4141	\$ 50.00	\$ 50.00
1	Constellation Brands Sport tek jacket	3985	\$ 50.00	\$ 50.00
1	Constellation Brands Blanket	3988	\$ 75.00	\$ 75.00
2	Constellation Brands polo shirt	3990/3991	\$ 35.00	\$ 70.00
1	Constellation Brands warm up (Nike)	3992/3993	\$ 60.00	\$ 60.00
1	Constellation Brands Nike Golf Shirt	3994	\$ 35.00	\$ 35.00
1	Constellation Brands zip up	3997	\$ 75.00	\$ 75.00
1	Constellation Brands zip up	3999	\$ 75.00	\$ 75.00
1	TV Mount	4002	\$ 30.00	\$ 30.00
5	5 brand new rolls of xmas Wrapping Paper	3965, 4086-4093	\$ 8.00	\$ 40.00
1	gift bags	3965	\$ 50.00	\$ 50.00
1	Christmas tags-ribbons-bows	3965	\$ 35.00	\$ 35.00
6	bath towels		\$ 19.99	\$ 119.94
4	kitchen towels		\$ 7.00	\$ 28.00
4	8 ft 4x4's lumber	D:\Basement Flood\Pictures from Camelot\1d5771f6-c8ac-4e2c-9554-20bec4e94052_cdv_photo_018.jpg	\$ 12.85	\$ 51.40
1	King Sleep number bed Classic series c4	4008-4012	\$ 1,679.00	\$ 1,679.00
5	Womens Hoodies	D:\Basement Flood\Pictures from Camelot\ab672220-907a-4acd-9ceb-697ffe851563_cdv_photo_016.jpg	\$ 25.00	\$ 125.00
4	Womens T Shirts		\$ 15.00	\$ 60.00

8	Comforters	4122, 3968 "D:\Basement Flood\Pictures from Camelot\8ce25498-3a9c-42a1-8d43-3ff4c3531cf9_cdv_photo_016.jpg" "D:\Basement Flood\Pictures from Camelot\98c75c21-499b-43b7-b6cc-59431d50142e_cdv_photo_011.jpg" "D:\Basement Flood\Pictures from Camelot\ca2128fb26e3-43b8-b2b9-dc0b23a2ce65_cdv_photo_005.jpg"	\$ 100.00	\$ 800.00
7	Blankets	D:\Basement Flood\Pictures from Camelot\98c75c21-499b-43b7-b6cc-59431d50142e_cdv_photo_011.jpg "D:\Basement Flood\Pictures from Camelot\ca2128fb26e3-43b8-b2b9-dc0b23a2ce65_cdv_photo_005.jpg"	\$ 39.99	\$ 279.93
3	Pillows	4007, 3968	\$ 16.99	\$ 50.97
7	Sheet sets	D:\Basement Flood\Pictures from Camelot\61f93909-6fc7-4dd0-9b2f-49cbb51b890d_cdv_photo_009.jpg	\$ 39.99	\$ 279.93
2	shoes	D:\Basement Flood\Pictures from Camelot\7a4f4c95-8129-41ee-b3dc-33ec7a95af0b_cdv_photo_018.jpg	\$ 50.00	\$ 100.00
3	Portable Heaters	3961	\$ 29.99	\$ 89.97
1	Christmas lights		\$ 28.79	\$ 28.79
2	wheel chairs	3962, 3966	\$ 200.01	\$ 400.02
1	crutches	D:\Basement Flood\Pictures from Camelot\12d5346e-71fb-4441-8aac-1181704ee36a_cdv_photo_001.jpg	\$ 44.99	\$ 44.99
1	surgical boot		\$ 98.26	\$ 98.26
1	hoverboard		\$ 125.00	\$ 125.00
1	long board	D:\Basement Flood\Pictures from Camelot\18e0d0e0-f0e8-41df-8af9-0607d031505f_cdv_photo_001.jpg	\$ 60.00	\$ 60.00
2	back pack	D:\Basement Flood\Pictures from Camelot\61f93909-6fc7-4dd0-9b2f-49cbb51b890d_cdv_photo_009.jpg "D:\Basement Flood\Pictures from Camelot\98c75c21-499b-43b7-b6cc-59431d50142e_cdv_photo_011.jpg"	\$ 25.00	\$ 50.00
1	bed frame	D:\Basement Flood\Pictures from Camelot\1d5771f6-c8ac-4e2c-9554-20bec4e94052_cdv_photo_018.jpg	\$ 60.00	\$ 60.00
1	exercise stepper	D:\Basement Flood\Pictures from Camelot\7a4f4c95-8129-41ee-b3dc-33ec7a95af0b_cdv_photo_018.jpg	\$ 110.00	\$ 110.00
1	2 pack of folding step stools	D:\Basement Flood\Pictures from Camelot\6c4d1e34-7164-41eb-8dfd-c378baee02c7_cdv_photo_013.jpg	\$ 27.00	\$ 27.00
1	Lunch bag	3975	\$ 14.00	\$ 14.00
1	Gaming Chair	D:\Basement Flood\Pictures from Camelot\8ce25498-3a9c-42a1-8d43-3ff4c3531cf9_cdv_photo_016.jpg "D:\Basement Flood\Pictures from Camelot\58f95348-b18f-462b-9934-368a4129e390_cdv_photo_017.jpg"	\$ 159.99	\$ 159.99
1	Gaming Headphones		\$ 49.99	\$ 49.99
1	PC Camera	D:\Basement Flood\Pictures from Camelot\132e76eb-9ed2-453a-baef-87100f17cd90_cdv_photo_013.jpg	\$ 30.00	\$ 30.00

1	pc speakers	D:\Basement Flood\Pictures from Camelot\5008f217-f3e9-45ac-9c54-4d97fbd9f43_cdv_photo_004.jpg	\$ 22.00	\$ 22.00
1	PC Microphone	D:\Basement Flood\Pictures from Camelot\dc70bcef-dc99-44f0-b863-d87f949205b8_cdv_photo_000.jpg	\$ 35.00	\$ 35.00
1	Desk Lamp		\$ 30.00	\$ 30.00
2	Lit Cowboy hats	D:\Basement Flood\Pictures from Camelot\45c8e035-3ab6-4645-9c11-ad751d8952d8_cdv_photo_000.jpg	\$ 17.99	\$ 35.98
1	wood chair with seat cushion	3969 and 4102 and 4104	\$ 60.00	\$ 60.00
1	ring light	D:\Basement Flood\Pictures from Camelot\65829b54-0cc8-458b-9cb4-8456d71c0d20_cdv_photo_011.jpg	\$ 67.49	\$ 67.49
1	Portable Bar	D:\Basement Flood\Pictures from Camelot\6ba50b7e-6706-4329-b920-74d6083acd42_cdv_photo_007.jpg	\$ 75.00	\$ 75.00
4	Crockpot	3961, "D:\Basement Flood\Pictures from Camelot\6c4d1e34-7164-41eb-8dfd-	\$ 75.00	\$ 300.00
1	serving tray	D:\Basement Flood\Pictures from Camelot\6c4d1e34-7164-41eb-8dfd-c378baee02c7_cdv_photo_013.jpg	\$ 30.00	\$ 30.00
1	Suround Sound speaker system	3968, 4115	\$ 195.00	\$ 195.00
2	upright 3 drawer File Cabinets	4097, 4124, 4172	\$ 119.99	\$ 239.98
1	Dual Monitor Stand	3968	\$ 118.95	\$ 118.95
1	Executive Desk Chair	3964, 3967	\$ 140.00	\$ 140.00
1	Washer and Dryer	3971	\$ 2,552.78	\$ 2,552.78
2	Playstation4 controlers		\$ 59.99	\$ 119.98
1	Dresser	4013-4014	\$ 700.00	\$ 700.00
1	Desk	D:\Basement Flood\Pictures from Camelot\1d5771f6-c8ac-4e2c-9554-20bec4e94052_cdv_photo_018.jpg	\$ 700.00	\$ 700.00
1	Nightstand	4173	\$ 280.00	\$ 280.00
1	Futon 1	D:\Basement Flood\Pictures from Camelot\1d5771f6-c8ac-4e2c-9554-20bec4e94052_cdv_photo_018.jpg	\$ 229.99	\$ 229.99
1	Futon2	D:\Basement Flood\Pictures from Camelot\1d5771f6-c8ac-4e2c-9554-20bec4e94052_cdv_photo_018.jpg	\$ 229.99	\$ 229.99
1	55" Visio TV	D:\Basement Flood\Pictures from Camelot\3e35fd2e-4045-4241-8de6-8116d418de73_cdv_photo_001.jpg	\$ 229.99	\$ 229.99
2	King size electric blankets		\$ 179.51	\$ 359.02
1	Swivel rocking chair	D:\Basement Flood\Pictures from Camelot\1d5771f6-c8ac-4e2c-9554-20bec4e94052_cdv_photo_018.jpg	\$ 1,199.99	\$ 1,199.99
1	Suitcases	D:\Basement Flood\Pictures from Camelot\6808daca-8046-45d9-8087-62e8ed7ad12c_cdv_photo_000.jpg	\$ 49.99	\$ 49.99
1	Floor Fan	3971, 4098	\$ 19.99	\$ 19.99
1	Vacuum cleaner	D:\Basement Flood\Pictures from Camelot\1d5771f6-c8ac-4e2c-9554-20bec4e94052_cdv_photo_018.jpg, "D:\Basement Flood\Pictures from Camelot\6c4d1e34-7164-41eb-8dfd-c378baee02c7_cdv_photo_013.jpg"	\$ 399.99	\$ 399.99
1	Vanity	3961	\$ 299.99	\$ 299.99
1	Card Table	3970	\$ 49.90	\$ 49.90

1	Banquet table 8ft	"D:\Basement Flood\Pictures from Camelot\7ac649ac6b23-4aa5-aefb-f69967a42c89_cdv_photo_010.jpg"	\$ 79.98	\$ 79.98
1	Banquet table 6ft	D:\Basement Flood\Pictures from Camelot\7ac649ac6b23-4aa5-aefb-f69967a42c89_cdv_photo_010.jpg	\$ 89.99	\$ 89.99
1	2 Dining chairs	3969, 4101, 4102	\$ 879.99	\$ 879.99
1	Easy Chair	D:\Basement Flood\Pictures from Camelot\9f8b14de-b6ac-4855-a171-afe7793265ea_cdv_photo_010.jpg	\$ 999.99	\$ 999.99
1	End Table Pottery barn	D:\Basement Flood\Pictures from Camelot\92e54554-ba5e-4df7-9000-9171cd303cbf_cdv_photo_002.jpg	\$ 32.99	\$ 32.99
2	17in Monitors	3968	\$ 139.99	\$ 279.98
4	High top Chairs	4097	\$ 409.99	\$ 1,639.96
1	Bungee chair	D:\Basement Flood\Pictures from Camelot\3e35fd2e-4045-4241-8de6-8116d418de73_cdv_photo_001.jpg	\$ 29.99	\$ 29.99
1	Chair Massage Pad	D:\Basement Flood\Pictures from Camelot\3e35fd2e-4045-4241-8de6-8116d418de73_cdv_photo_001.jpg	\$ 52.99	\$ 52.99
1	Body Pillow	D:\Basement Flood\Pictures from Camelot\7a8bafa1-4980-4bd3-8023-91e73191b2ba_cdv_photo_006.jpg	\$ 20.39	\$ 20.39
1	Personal Fan		\$ 7.98	\$ 7.98
1	Candle Warmer		\$ 19.98	\$ 19.98
7	Storage tubs- Menards	4019-4020, 4032-4035	\$ 17.14	\$ 119.98
1	Bogs Boots		\$ 90.00	\$ 90.00
1	Brooks Ghost Maxx3 Mens		\$ 160.00	\$ 160.00
12	Paper towels	D:\Basement Flood\Pictures from Camelot\8c37821d-20a3-4015-bd5d-43c149270d4c_cdv_photo_012.jpg	\$ 1.50	\$ 18.00
16	Toilet Paper	D:\Basement Flood\Pictures from Camelot\8c37821d-20a3-4015-bd5d-43c149270d4c_cdv_photo_012.jpg	\$ 1.20	\$ 19.20
1	Food Vacuum sealer	3961	\$ 35.99	\$ 35.99
1	Full Size Wood Headboard	4096, 4132	\$ 159.99	\$ 159.99
1	Canopy Bed-Wrought Iron, King size		\$ 167.99	\$ 167.99
1	Deep Fryer	3963	\$ 49.99	\$ 49.99
40	Books	D:\Basement Flood\Pictures from Camelot\6ba50b7e-6706-4329-b920-74d6083acd42_cdv_photo_007.jpg	\$ 9.99	\$ 399.60
2	Beach shelter	3962	\$ 33.99	\$ 67.98
1	Back Pillow		\$ 26.98	\$ 26.98
2	Memory foam Mattress Pad- 2in Twin	D:\Basement Flood\Pictures from Camelot\3e35fd2e-4045-4241-8de6-8116d418de73_cdv_photo_001.jpg	\$ 63.00	\$ 126.00
1	Window Fan	3961	\$ 39.99	\$ 39.99
1	705 ft artificial lit christmas tree	3969, 4099	\$ 229.99	\$ 229.99
2	Paninni Grill	D:\Basement Flood\Pictures from Camelot\6c4d1e34-7164-41eb-8dfd-c378baee02c7_cdv_photo_013.jpg	\$ 34.99	\$ 69.98
1	Step stools- 2 pack	D:\Basement Flood\Pictures from Camelot\6c4d1e34-7164-41eb-8dfd-c378baee02c7_cdv_photo_013.jpg	\$ 35.99	\$ 35.99

1	2 sleeping bags	3961	\$ 34.99	\$ 34.99
1	Grill tool set		\$ 39.99	\$ 39.99
2	Soft sided coolers	3965	\$ 23.29	\$ 46.58
1	Portable Kennel		\$ 61.88	\$ 61.88
1	Dehumidifier	D:\Basement Flood\Pictures from Camelot\5b0eba69-7c7e-4bf3-94c8-5d5d6e700872_cdv_photo_000.jpg	\$ 168.49	\$ 168.49
1	3 drawer plastic storage unit	D:\Basement Flood\Pictures from Camelot\12d5346e-71fb-4441-8aac-1181704ee36a_cdv_photo_001.jpg	\$ 17.59	\$ 17.59
1	Laundry Basket	4107	\$ 10.49	\$ 10.49
1	Pull up bar	D:\Basement Flood\Pictures from Camelot\1d5771f6-c8ac-4e2c-9554-20bec4e94052_cdv_photo_018.jpg	\$ 27.99	\$ 27.99
1	Shower shoes	D:\Basement Flood\Pictures from Camelot\6808daca-8046-45d9-8087-62e8ed7ad12c_cdv_photo_000.jpg	\$ 16.99	\$ 16.99
1	Night light- Ceramic airplane	3977	\$ 9.99	\$ 9.99
1	Drop cloths, Paint brushes		\$ 100.00	\$ 100.00
1	Microwave	D:\Basement Flood\Pictures from Camelot\6808daca-8046-45d9-8087-62e8ed7ad12c_cdv_photo_000.jpg	\$ 69.99	\$ 69.99
17	Photo Albums		\$ 14.99	\$ 254.83
10	stuffed animals	D:\Basement Flood\Pictures from Camelot\7a8bafa1-4980-4bd3-8023-91e73191b2ba_cdv_photo_006.jpg	\$ 14.99	\$ 149.90
2	Dresser Mounted Mirrors	4129-4131	\$ 160.00	\$ 320.00
1	Executive Desk	4096, 4125-4128	\$ 900.08	\$ 900.08
5	folding chairs	3969, 4102	\$ 26.99	\$ 134.95
1	lateral file cabinet	4109	\$ 777.07	\$ 777.07
5	glass vases		\$ 10.00	\$ 50.00
1	wrist wallet	D:\Basement Flood\Pictures from Camelot\f44b8eea-4174-492b-ba7f-39fc29d31a13_cdv_photo_014.jpg	\$ 20.00	\$ 20.00
1	lanyard ID holder	D:\Basement Flood\Pictures from Camelot\9febdf80-3b3f-44e2-9bb9-b43b26ad54d9_cdv_photo_013.jpg	\$ 10.00	\$ 10.00
2	lamps	4118	\$ 35.00	\$ 70.00
1	WMU hat	3980	\$ 15.00	\$ 15.00
1	United Airlines hat	3981	\$ 20.00	\$ 20.00
1	Bangs Shoes purse/belt bag	3982	\$ 40.00	\$ 40.00
1	desk Jeff Made	3969, 4106, 4113	\$ 200.00	\$ 200.00
1	spider winter gloves	3995	\$ 15.00	\$ 15.00
1	NorthFace Jacket	3998	\$ 65.00	\$ 65.00
1	Measuring cup set	4005	\$ 7.00	\$ 7.00
1	outdoor christmas lights, decorations	3965, 4015-4018, 4024, 4021, 4023	\$ 200.00	\$ 200.00
1	Farberware service for 8 (gold rimmed)	4121	\$ 184.00	\$ 184.00

2	easter tablecloths	4030	\$ 30.00	\$ 60.00
			\$ -	\$ -

\$ 73,416.28

Less Home Owners Insurance Check

\$ (25,000.00)

\$ 48,416.28

STM Construction LLC

11091 Tarry Town Dr. Holland Mi, 49423.

Seth@STMConstruct.com

(616) 212-9197



	Description	
	<ul style="list-style-type: none"><li>- Selective demolition and debris removal, misc drywall, etc.</li><li>- Add wall insulation as needed.</li><li>- New electrical plates as needed.</li><li>- Drywall installation, finishing, and texture repairs.</li><li>- Interior trim material and installation.</li><li>- Interior painting and finishing work.</li><li>- Finish hardware and miscellaneous carpentry.</li><li>- Closet and wood shelving installation.</li><li>- Carpet replacement in affected areas, ~180 sqft.</li><li>Vinyl flooring replacement in affected areas. ~180 sqft.</li><li>Final construction cleaning.</li></ul>	
	<p><i>Please Note: Pricing includes labor, material, supervision, and project management. Repairs are based on visible conditions at time of inspection. Finish work intended to match existing conditions as closely as practical.</i></p>	\$24,390.00

*Estimate good for 30 days.  
Thank you for the opportunity to quote your project!*



**CAMELOT**  
**EMERGENCY WATER REMOVAL**  
**24/7 RAPID RESPONSE**

Camelot Restoration, LLC  
 9958 Miller Dr. Galesburg, MI. 49053  
 866-323-2335  
 camelotservco@att.net  
 www.camelotservice.com

Invoice 85570310  
 Invoice Date 5/18/2026  
 Completed Date 5/18/2026  
 Payment Term Net 12  
 Due Date 5/30/2026

**Billing Address**  
 Cyndie Mack-Smeltzer  
 1045 Colonial Court  
 Holland, MI 49423 USA

**Job Address**  
 Cyndie Mack-Smeltzer  
 1045 Colonial Court  
 Holland, MI 49423 USA

**Description of work**

Continue services

Am- 267 75 270 189 09 228 62 127 29 282 258 30 234 87 135,, 3 unmarked am

GR PB 7

Dh 79 plus 1 unmarked

AS 1 unmarked

Service #	Description	Quantity	Your Price	Total
XACMIT	Emergency water removal and drying services	1.00	\$8,897.48	\$8,897.48
DMODUMP	Dumpster, roll off, 20 yd	2.00	\$838.99	\$1,677.98

Paid On	Type	Memo	Amount
5/13/2026	Visa		\$1,000.00

**Sub-Total** \$10,575.46  
**Tax** \$0.00  
**Total** \$10,575.46  
**Payment** \$1,000.00  
**Balance Due** \$9,575.46

Thank you for choosing Camelot Emergency Water Removal. We appreciate your business!

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee of \$30.00 will be charged for any returned checks, and a financing charge of 2.0% per month shall be applied for overdue amounts. Further, it is fully understood and agreed by the Customer that any and all charges for work performed by Camelot Restoration, LLC are the personal responsibility and liability of the Customer. Accordingly, the Customer hereby authorizes Camelot Restoration, LLC to charge its credit card for all said charges. The Customer also agrees to pay the actual attorney fees, court costs and/or collection service fees associated with the collection of this debt should it fall into default. You may cancel this transaction without any penalty within Three Business days of the signed contract unless services are being rendered on this date. The customer waives their right to cancel services performed before day three from the signature of the contract. Any installations come with a one year workmanship guarantee.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Date 5/18/2026

I have inspected all of the work done by [the contractor] pursuant to the contract terms agreed by me at [LOCATION] [the location described in the contract]. I find that all work has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed by [the contractor] to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor pursuant to the contract as agreed.

A handwritten signature in black ink, featuring a large loop on the left and a long horizontal stroke on the right.

Date 5/18/2026

I authorize Camelot Emergency Water Removal to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

A handwritten signature in black ink, with a large loop on the left and a long horizontal stroke on the right.

Date 5/13/2026



*"We're Here When You Need Us Most!"*  
 HEATING • COOLING • PLUMBING • ELECTRICAL

Vredevoogd Heating, Cooling, Plumbing, Electrical

**BILL TO**

Jeffrey & Cynthia Smeltzer  
 1045 Colonial Court  
 Holland, MI 49423 USA

INVOICE  
 749139392

INVOICE DATE  
 May 18, 2026

**JOB ADDRESS**

Jeffrey & Cynthia Smeltzer  
 1045 Colonial Court  
 Holland, MI 49423 USA

**Completed Date:** 5/18/2026

**Payment Term:** Due Upon Receipt

**Due Date:** 5/18/2026

TASK	DESCRIPTION	QTY	PRICE	TOTAL
INARVT960603BNA	Install Supreme Furnace EnergiAir Elite 97% 2-Stage/Variable ARVT960603BNA 10 Year Parts & Labor Warranty (AHRI#: 216619935)	1.00	\$8,051.00	\$8,051.00
INSWHGN50-6	50 Gallon - Natural Draft, Natural Gas Water Heater Installed with 6yr parts & 6yr labor warranty (Reg. \$3479)	1.00	\$2,805.00	\$2,805.00
BW50NGT	RG250T6N-264 50 GAL NAT GAS TALL  Bradford White RG250T6N-264 S/N: CB56586311	1.00	\$0.00	\$0.00
ARVT960603BN	ARVT960603BN - 96% Two Speed Variable Up Flow Furnace (R32)  EnergiAir ARVT960603BN S/N: 2601198732	1.00	\$0.00	\$0.00

MEMBER SAVINGS	\$147.63
<b>SUB-TOTAL</b>	<b>\$10,856.00</b>
<b>TOTAL DUE</b>	<b>\$10,856.00</b>
<b>BALANCE DUE</b>	<b>\$10,856.00</b>

Thank you for choosing Vredevoogd Heating, Cooling, Plumbing, Electrical

**CUSTOMER AUTHORIZATION**

This work is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Sign here



Date 5/18/2026

---

**CUSTOMER ACKNOWLEDGEMENT**

I find and agree that all work performed by Vredevoogd Heating, Cooling, Plumbing, Electrical has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here

Date 5/18/2026

---

# Residence INN<sup>®</sup>

BY MARRIOTT

**Residence Inn<sup>®</sup> Holland**

631 South Point Ridge Rd, Holland MI 49423 P 616.393.6900

Marriott.com/GRRHO

Cynthia/Mrs Mack-smeltzer		Room: 119		
1045 Colonial Ct		Room Type: TOBT		
Holland MI 49423-5262		Number of Guests: 1		
Flooded Basement		Rate: \$181.00		Clerk: KSD
Arrive: 13May26	Time: 03:00PM	Depart: 17May26	Time: 11:00AM	Folio Number: 25410

DATE	DESCRIPTION	CHARGES	CREDITS
13May26	Room Charge	181.00	
13May26	State Occupancy Tax	10.86	
13May26	City Tax	9.05	
14May26	Room Charge	181.00	
14May26	State Occupancy Tax	10.86	
14May26	City Tax	9.05	
15May26	Room Charge	181.00	
15May26	State Occupancy Tax	10.86	
15May26	City Tax	9.05	
16May26	Room Charge	181.00	
16May26	State Occupancy Tax	10.86	
16May26	City Tax	9.05	
17May26	Visa		803.64

Card #: VXXXXXXXXXXXXXXXX3756/XXXX  
 Card Type: VISA Card Entry: MANUAL Approval Code: 00580D  
 \*\*\* Pre-Settlement for 85498

<b>BALANCE:</b>	<b>0.00</b>
-----------------	-------------

**Marriott Bonvoy Account # XXXX1079.** Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy account statement or your online statement for updated activity.

See our "Privacy & Cookie Statement" on Marriott.com.

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To plan your next stay, visit ResidenceInn.com.



**Residence Inn® Holland**

631 South Point Ridge Rd, Holland MI 49423 P 616.393.6900

[Marriott.com/GRRHO](http://Marriott.com/GRRHO)

Cynthia/Mrs Mack-smeltzer		Room: 119	
1045 Colonial Ct		Room Type: TOBT	
Holland MI 49423-5262		Number of Guests: 1	
Flooded Basement		Rate: \$181.00	Clerk: NMP
Arrive: 13May26	Time: 03:00PM	Depart: 18May26	Time: 07:45AM
		Folio Number: 85498	

DATE	DESCRIPTION	CHARGES	CREDITS
13May26	Pet Charge	70.75	
13May26	Sales Tax	4.25	
17May26	Room Charge	181.00	
17May26	State Occupancy Tax	10.86	
17May26	City Tax	9.05	
18May26	Visa		275.91

Card #: VXXXXXXXXXXXX3756/XXXX  
Card Type: VISA Card Entry: MANUAL Approval Code: 05156D

<b>BALANCE:</b>	<b>0.00</b>
-----------------	-------------

**Marriott Bonvoy Account # XXXXX1079.** Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy account statement or your online statement for updated activity.

See our "Privacy & Cookie Statement" on [Marriott.com](http://Marriott.com).

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To plan your next stay, visit [ResidenceInn.com](http://ResidenceInn.com).

The Hanover Insurance Company  
PO Box 15149  
Worcester, MA 01615-0149



Jeffrey Smeltzer  
1045 COLONIAL CT  
HOLLAND MI 49423-5262

12092

02 of  
03

**PAYEE:** Jeffrey Smeltzer AND Cynthia Mack-Smeltzer

**DRAFT NO:** 402831113

**PAYMENT DATE:** 05/14/2026 Page 1 of 2

**INSURED:** Jeffrey Smeltzer **CLAIM NO:** 85-00961935-02 **PAYMENT ID:** 4418820

**CLAIMANT:** Jeffrey Smeltzer **POLICY NO:** H6I-A607340-11 **DATE OF LOSS:** 05/13/2026

Type	Coverage	Amount
Dwelling	Coverage A - Dwelling	\$15,000.00
Content	Coverage C - Personal Property	\$10,000.00

**NOTES:** Thank you!

**IN PAYMENT OF:** COVA and B - 25K limit

# Order #WH31590429

Placed on: May 14, 2026

## Billing Information

### Cynthia Mack Smeltzer

1045 Colonial Ct  
Holland MI 49423

Payment Method: VISA \*\*\*3756

Item	Price/Item	Qty	Line Total
------	------------	-----	------------

### Appliance Delivery (2 items)

1045 Colonial Ct , Holland, MI 49423

<b>Electrolux</b> 4.5 cu. ft. Stackable Front Load Washer in White with LuxCare Plus Wash System, Pure Rinse and 15-minute Fast Wash	\$929.00 <del>\$1,149.00</del> Saved 19%	1	\$929.00
--	--	---	----------

### Parts & Services

5 YR PROTECTION PLAN	\$200.00	1	\$200.00
M925 Stainless Steel Washer Hose 2pk			\$36.98
			\$0.00

Expect it on May, 20 2026

<b>Electrolux</b> 8 cu. ft. vented Front Load Stackable Electric Dryer in White with LuxCare Dry and Automatic Temperature Control	\$979.00 <del>\$1,149.00</del> Saved 15%	1	\$979.00
--	--	---	----------

### Parts & Services

5 YR PROTECTION PLAN	\$200.00	1	\$200.00
Hoses For Myt/elux/Ig Steam Dry			\$29.98
Dryer Power Cord			\$28.48
Semi-Rigd Dryer Duct			\$27.48
			\$0.00

Expect it on May, 20 2026



<b>Subtotal</b>	<b>\$2,480.92</b>
Appliance Delivery	<b>FREE</b>
Sales Tax	\$121.86

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<b>Total</b>	<b>\$2,552.78</b>
You Saved	\$390.00

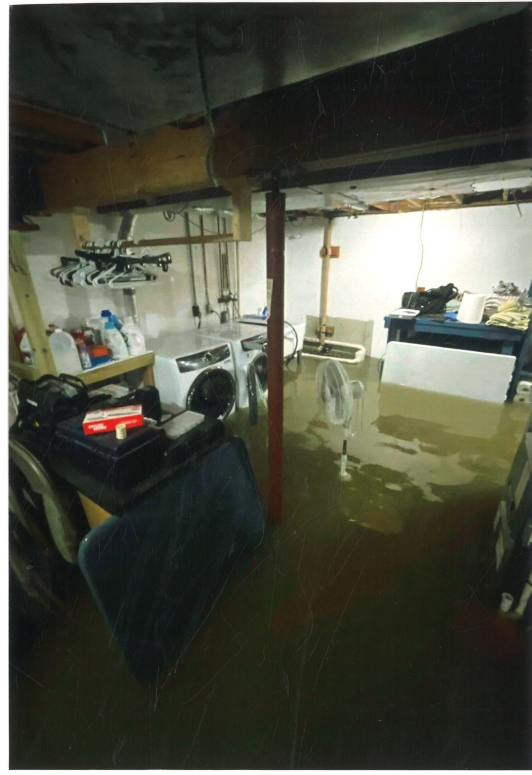
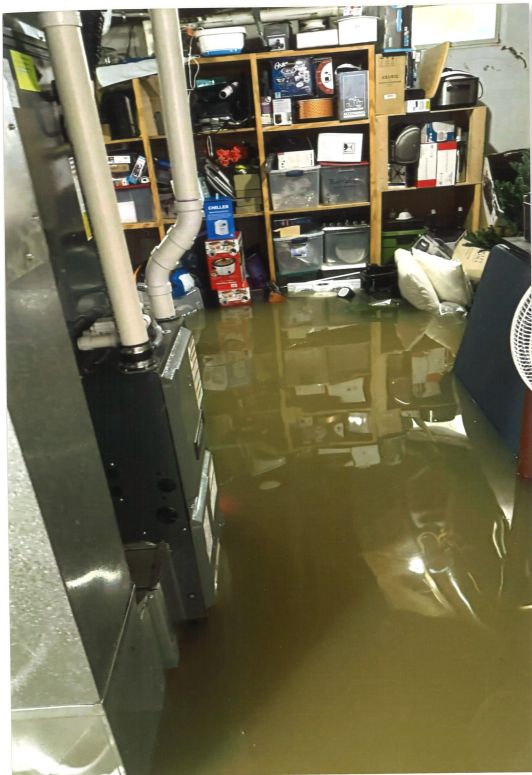
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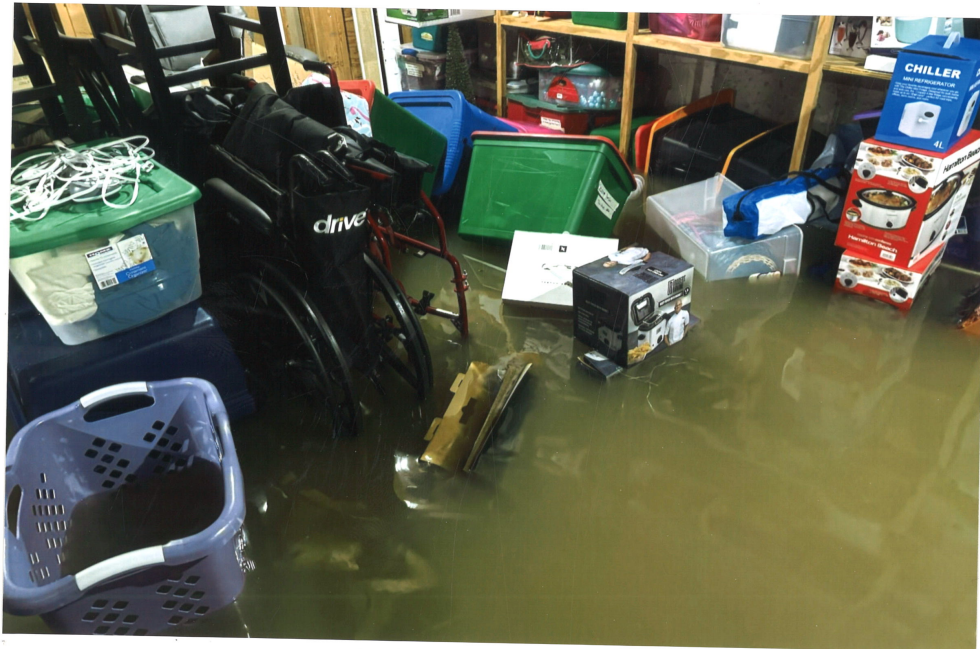
**Need help?**

Online Customer  
Support:  
1-800-430-3376

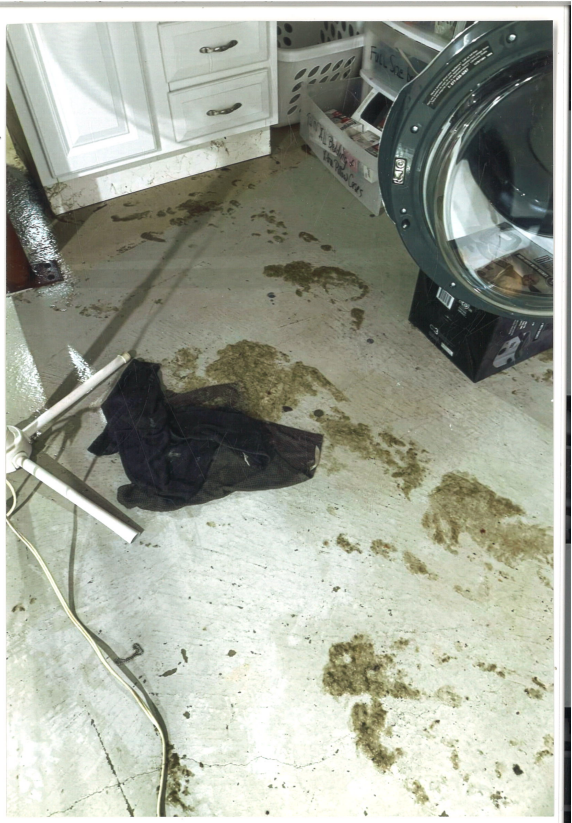
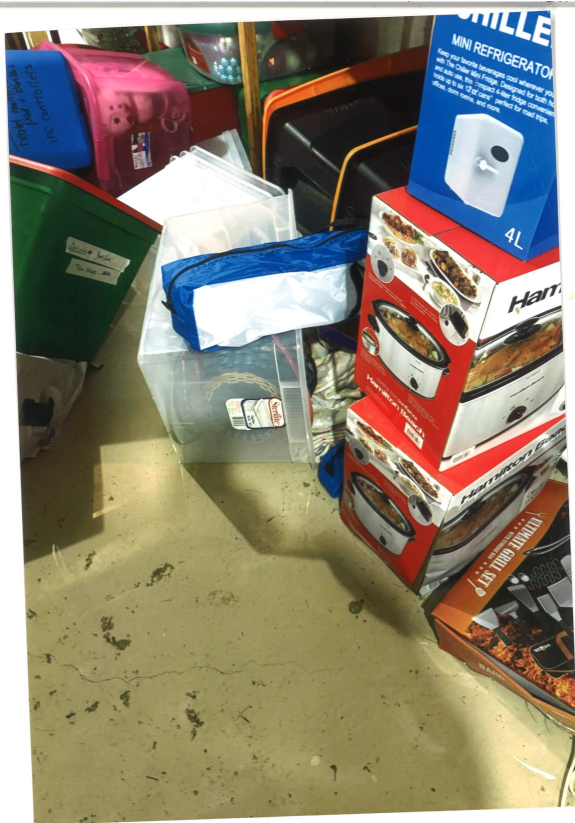
Major Appliances:  
1-877-961-6683

Call 7 days a week:  
6 a.m. to 2 a.m. EST









CITY OF HOLLAND

CITY CLERK

2<sup>nd</sup> Floor

City Hall, 270 S. River Avenue

Holland, MI 49423

Phone: 616.355.1301 Fax: 616-355-1490

Email: clerk@cityofholland.com

Website: www.cityofholland.com/clerk

NOTICE OF SEWAGE DISPOSAL SYSTEM<sup>1</sup> CLAIM

(MCL 691.1416)

CLAIMANT INFORMATION

NAME Mark Schrotenbaer STREET ADDRESS 387 W. 33<sup>rd</sup> St.

CITY Holland STATE Mi ZIP 49423 PHONE NUMBER \_\_\_\_\_

EXACT LOCATION OF INCIDENT- PLEASE BE SPECIFIC

DATE 5/3/26 TIME 1 pm

EXACT ADDRESS / LOCATION (reference address, streets, buildings, etc,

387 W. 33<sup>rd</sup> St. Holland 49423

ASSERTED LIABILITY OF CITY OF HOLLAND / HBPW

State all facts to support liability of the City of Holland:

1. Was the City of Holland/HBPW the owner or operator of the sewage disposal system that allegedly caused damage or physical injury? Yes

2. Was the alleged damage or physical injury the result of a sewage disposal system defect? A defect means a construction, design, maintenance, operation, or repair defect. Yes

3. Did the City of Holland/HBPW know, or in the exercise of reasonable diligence should have known, about the alleged defect? Possibly

4. Did the City of Holland/HBPW fail to take reasonable steps in a reasonable amount of time to repair, correct, or remedy the alleged defect? No

5. Is the alleged defect the cause of the property damage or physical injury? Yes

6. Please provide or attach proof of ownership and the value of damage to personal property. Proof should include the purchase price or value of the property and photographic or similar evidence showing the value of the property.

The receipt of this claim does not infer that the City of Holland/HBPW has liability for the asserted claim. If the responsibility of the City/HBPW is established, all claims will be adjusted on an "actual cash value" basis.

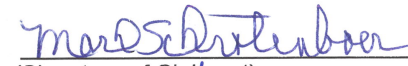

PLEASE COMPLETE BACK PAGE

<sup>1</sup> The definition of a sewage disposal system means all interceptor sewers, storm sewers, sanitary sewers, combined sanitary and storm sewers, sewage treatment plants, and all other plants used in the connection with the collection, treatment, and disposal of sewage and industrial waste, and includes a storm water drain system under the jurisdiction and control of a government agency.

NOTICE OF SEWAGE DISPOSAL SYSTEM<sup>2</sup> CLAIM  
(MCL 691.1416)

I INTEND TO HOLD THE CITY OF HOLLAND LIABLE FOR DAMAGES SUSTAINED.

AARON NIER  
Notary Public, State of Michigan  
County of Ottawa  
My Commission Expires 31-Dec-2030  
Acting in the County of Ottawa

  
\_\_\_\_\_  
(Signature of Claimant)  


TO BE FILLED IN BY CLERK'S OFFICE.

Date Claim Filed: 5/26/2020 Person Accepting Claim: Aaron Nier

**SEWAGE DISPOSAL SYSTEM CLAIMS**

The State of Michigan has adopted a statute establishing when governmental agencies in Michigan are responsible for sewage disposal system claims. This statute is Act 222 of 2001, effective January 2, 2002. If you wish to review this statute, it is available at <http://www.legislature.mi.gov>. Please insert Section 691.1416 on the web site. The above claim form has been prepared to list the elements of Act 222 of 2001 which are necessary for a determination of responsibility.

After your claim is submitted, it will be referred to an adjuster for the City of Holland for review. You may be contacted for additional information relating to your claim.

<sup>2</sup> The definition of a sewage disposal system means all interceptor sewers, storm sewers, sanitary sewers, combined sanitary and storm sewers, sewage treatment plants, and all other plants used in the connection with the collection, treatment, and disposal of sewage and industrial waste, and includes a storm water drain system under the jurisdiction and control of a government agency.

## Damage Inventory Report

Customer: Mark Schrottenboer Date of Incident: 5/3/20

\*Attach copies of support document which included date of purchase, store of purchase, brand name, and copies of receipts

No.	Description	Cost New	Age	Municipality use only
	3 Rugs & drop cloths <sup>2</sup>			
	Were wet and thrown			
	away. All were older,			
	no receipts available.			
	Approx. cost to replace			
	\$30 for drop cloths			
	\$30 for rugs			
	Video was taken 5/3/20			
	by HBPW at approx. 3:30 pm			
	See attached for all			
	other expenses / quotes, etc.			
	8' cabinet (lower)			
	\$500 replacement cost			
	Cleaning / shop vac up			
	water before the damage			
	stopped - 3 hrs. / our time			
	\$30/hr.			

## Yellow Book Listings

### Carpet & Rug Cleaners

Advanced clean LLC	616-396-7119
Affordable Van's Cleaning Service	616-772-9524
Allsteam Hamilton	269-751-5202
Anderson Bros. Steamatic	616-499-4151 800-968-2453
Anderson Bros. Steamatic HIInd	616-399-8484
Bob's Carpet Fresh	269-751-7111
Clean Rite Carpets	616-399-7933
The Clean Source Lakeshore	616-844-1840
Diamond Carpet Care	616-662-9030
First Choice Cleaning Co.	616-772-4700 877-918-7956
Great Lakes Cleaning	616-738-3838
Hot Shot Carpet & Floor Cleaning	616-667-1830
Krystal Kleen	877-535-8297 616-786-9356
L&N Carpet Cleaning	616-395-2511
Modernistic Cleaning & Restoration	616-355-8788 800-627-5080 800-262-7387
Modernistic Cleaning & Restoration	616-844-4111
Preferred Carpet Service	616-772-2600
Professional Interior Cleaning Services By Robert Hurley	616-662-9950
Rainbow International Restoration & Cleaning Co.	616-399-0855
Randy's Carpet Care	616-392-1400
Randy's Carpet Care	616-847-0008
Regional Carpet cleaning LLC	616-393-6515
Rick's Carpet & Upholstery Cleaning	616-399-9216
Rug Rover Carpet Cleaning	877-802-3210
Sears Carpet & Air Duct Cleaning	616-395-3002 616-395-2400
ServiceMaster of Lakeshore	616-842-3131
ServiceMaster of Ottawa County	616-396-2434
Del Dozeman	
Servpro of Holland/West Ottawa Co.	616-396-8180
Stanley Steemer	616-394-1344
Stanley Steemer Carpet Cleaner	800-783-3637 616-394-4861
Wiley's Cleaning Service	616-396-8435 616-842-2090

### Carpet & Rug Cleaning Equip.-Rental

Holland Ace Hardware	616-392-5901
Quality Vacuum	616-844-1400
Rug Doctor Rentals	800-735-4280
Van Wieren Hardware Inc.	616-396-2378
Wierda's Paint & Wallpaper	616-772-4525

### Carpet & Rug Cleaning Equip.-Supplies

Bane-Clene Systems	800-428-9512
Chem Max Corp.	800-858-7237
Complete Carpet Care	616-396-3146
Viper Industries	616-928-1400

---

**Invoice 547 due from Clog Squad - \$0.00**

---

**Clog Squad** <notifications@housecallpro.com>  
Reply-To: Clog Squad <office@clogsquad.com>  
To: <njschrottenboer@gmail.com>

Sun, May 3 at 5:47 F



## Your invoice from Clog Squad

*Mark*  
Hi Brandon,

Thank you for choosing Clog Squad. Please see attached invoice due upon receipt.

**Invoice Number:** #547  
**Service Date:** May 03, 2026  
**Customer Name:** Brandon Nagelkirk *Mark Schrottenboer*  
**Service Address:** 387 West 33rd Street, Holland, MI 49423

**Services**

**qty amount**

**Main Line Drain Cleaning (Camera Guided)** 1.0 \$475.00

Our camera-guided main line drain cleaning service ensures thorough removal of blockages in your main sewer line. Using advanced video inspection, we pinpoint problems for precise, effective wall-to-wall cleaning.

Was plugged in the city line. Tried to clear but was unable and the located out in the street to realize it might be a plugged main city sewer line. It was.

**Emergency Response Fee (Afterhours/Weekends)** 1.0 \$200.00

Our Emergency Response Fee covers rapid service during afterhours or weekends, ensuring prompt attention to urgent sewer or septic issues. Trust our team to protect your home and prevent costly damage when unexpected problems arise outside regular hours.

---

**Subtotal**

*pd w/ CM card  
5/3/26*

**\$675.00**

---

**Total job price**

**\$675.00**

**Amount Due**

**\$0.00**

Pay

[View all past invoices in your Customer Portal](#)

Please be advised that a 4% convenience fee applies to credit card transactions. Payment is due within 30 days. We accept checks, bank transfers, and cash without fees. Thank you for your business!

(616) 399-6775 | [office@clogsquad.com](mailto:office@clogsquad.com)

<https://www.clogsquad.com>

3781 144th Ave, Hamilton, MI 49419

[Terms & Conditions](#)

**Invoice 547 due from Clog Squad - \$0.00**

**Clog Squad** <notifications@housecallpro.com>  
Reply-To: Clog Squad <office@clogsquad.com>  
To: <njschrottenboer@gmail.com>

Sun, May 3 at 5:47 PM



**Your invoice from Clog Squad**

*Mark*  
Hi Brandon,

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**Invoice Number:** #547  
**Service Date:** May 03, 2026  
**Customer Name:** Brandon Nagelkirk *Mark Schrottenboer*  
**Service Address:** 387 West 33rd Street, Holland, MI 49423

**Services** **qty** **amount**

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Emergency Response Fee (Afterhours/Weekends) 1.0 \$200.00

Our Emergency Response Fee covers rapid service during afterhours or weekends, ensuring prompt attention to urgent sewer or septic issues. Trust our team to protect your home and prevent costly damage when unexpected problems arise outside regular hours.

Subtotal *PAID w/ GM Card 5/13/26* **\$675.00**

Total job price \$675.00

**Amount Due \$0.00**

Pay

[View all past invoices in your Customer Portal](#)

Please be advised that a 4% convenience fee applies to credit card transactions. Payment is due within 30 days. We accept checks, bank transfers, and cash without fees. Thank you for your business!

(616) 399-6775 | [office@clogsquad.com](mailto:office@clogsquad.com)

<https://www.clogsquad.com>

3781 144th Ave, Hamilton, MI 49419

[Terms & Conditions](#)

**JAD Operating Company LLC**  
4250 Lennon Rd.  
Flint, MI 48507  
ccarpenter@servpro10647.com



## INVOICE

**BILL TO**

Nancy Schrotenboer  
MU-17-26-8559-WTR  
387 W 33rd St  
Holland, MI 49423 USA

**SHIP TO**

Nancy Schrotenboer  
MU-17-26-8559-WTR  
387 W 33rd St  
Holland, MI 49423 USA

**INVOICE #** 25993

**DATE** 05/11/2026

**DUE DATE** 05/12/2026

**TERMS** Due upon receipt

**SALES REP**

Josh

DESCRIPTION	AMOUNT
Charges	
Water Restoration	4,908.37

BALANCE DUE

**\$4,908.37**

Thank you for your business



**Servpro of N W Genesee County**

Tax ID 81-4980915 - Franchise # 10647  
 4250 Lennon Rd., Flint MI 48507  
 Phone: (810) 732-3298 Toll Free: (866) 429-1955  
 Fax: (810) 732-2943  
 Servpro10647@Servpro10647.com

**SCHROTENBOER\_N****General****General**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
1. Equipment setup, take down, and monitoring (hourly charge) <i>(Includes equipment setup/takedown and 4 days of monitoring)</i>	6.00 HR @	66.90 =	401.40
2. Add for personal protective equipment (hazardous cleanup)	4.00 EA @	20.91 =	83.64
3. Haul debris - per pickup truck load - including dump fees	2.00 EA @	170.92 =	341.84
4. Equipment decontamination charge - HVY, per piece of equip <i>(Decontamination of truck mount)</i>	1.00 EA @	63.21 =	63.21

**Utility Room****Height: 8'****Subroom: Closet (1)****Height: 8'****Door****2' 6" X 6' 8"****Opens into UTILITY\_ROOM**

DESCRIPTION	QTY	UNIT PRICE	TOTAL
5. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor. <i>(One large dehumidifier for 3.97 days)</i>	3.97 EA @	75.43 =	299.46
6. Air mover (per 24 hour period) - No monitoring <i>(Two air movers for 1 day each, two air movers for 2 days each and tow air movers for 2.99 days each)</i>	11.98 EA @	25.61 =	306.81
7. Content Manipulation charge - per hour	2.00 HR @	53.08 =	106.16
8. Provide box, packing paper & tape - medium size	10.00 EA @	3.91 =	39.10
9. Apply plant-based anti-microbial agent to the floor	286.33 SF @	0.34 =	97.35
10. Clean the floor with pressure steam	286.33 SF @	1.31 =	375.09
11. Dryer - Remove & reset	1.00 EA @	42.72 =	42.72
12. Washer/Washing machine - Reset	1.00 EA @	27.71 =	27.71
13. Refrigerator - Remove & reset	1.00 EA @	56.94 =	56.94
14. Tear out trim and bag for disposal - up to Cat 3	18.00 LF @	1.12 =	20.16
15. Tear out wet drywall, cleanup, bag - Cat 3	14.00 SF @	1.67 =	23.38
16. Tear out wet drywall, cleanup, bag, per LF - to 2' - Cat 3	12.00 LF @	6.38 =	76.56
17. Tear out wet paneling, bag for disposal - Cat 3	66.00 SF @	1.05 =	69.30
18. Tear out cabinetry - lower (base) units	4.00 LF @	11.08 =	44.32
19. Tear out countertop - post formed plastic laminate	10.00 LF @	6.13 =	61.30

**Family Room****Height: 8'****Missing Wall****2' 9" X 8'****Opens into STAIRS**



**Servpro of N W Genesee County**

Tax ID 81-4980915 - Franchise # 10647  
 4250 Lennon Rd., Flint MI 48507  
 Phone: (810) 732-3298 Toll Free: (866) 429-1955  
 Fax: (810) 732-2943  
 Servpro10647@Servpro10647.com

DESCRIPTION	QTY	UNIT PRICE	TOTAL
20. Dehumidifier (per 24 hr period) - 70-109 ppd - No monitor. <i>(One large dehumidifier for 1.98 days)</i>	1.98 EA @	75.43 =	149.35
21. Air mover (per 24 hour period) - No monitoring <i>(Four air movers for 1.98 days each and one air mover for 3.97 days)</i>	11.89 EA @	25.61 =	304.50
22. Negative air fan/Air scrubber (24 hr period) - No monit.	5.00 DA @	71.48 =	357.40
23. Add for HEPA filter (for negative air exhaust fan)	0.25 EA @	219.20 =	54.80
24. Tear out trim and bag for disposal - up to Cat 3	105.00 LF @	1.12 =	117.60
25. Tear out wet non-salvageable carpet, cut/bag - Cat 3 water	241.00 SF @	1.04 =	250.64
26. Tear out wet carpet pad, cut/bag - Category 3 water	241.00 SF @	0.99 =	238.59
27. Tear out wet paneling, bag for disposal - Cat 3	140.00 SF @	1.05 =	147.00
28. Tear out tackless strip and bag for disposal - Category 3	48.00 LF @	1.46 =	70.08
29. Content Manipulation charge - per hour	4.00 HR @	53.08 =	212.32
30. Apply plant-based anti-microbial agent to the floor	452.73 SF @	0.34 =	153.93
31. Clean the surface area with pressure steam	241.00 SF @	1.31 =	315.71

**Grand Total Areas:**

1,677.37 SF Walls	797.34 SF Ceiling	2,474.71 SF Walls and Ceiling
779.04 SF Floor	86.56 SY Flooring	195.66 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	218.00 LF Ceil. Perimeter
779.04 Floor Area	855.53 Total Area	1,332.00 Interior Wall Area
1,165.50 Exterior Wall Area	129.50 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	



**Servpro of N W Genesee County**

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Tax ID 81-4980915 - Franchise # 10647  
4250 Lennon Rd., Flint MI 48507  
Phone: (810) 732-3298 Toll Free: (866) 429-1955  
Fax: (810) 732-2943  
Servpro10647@Servpro10647.com

**Summary**

Line Item Total	4,908.37
<b>Replacement Cost Value</b>	<b>\$4,908.37</b>
<b>Net Claim</b>	<b>\$4,908.37</b>

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Josh Thomas

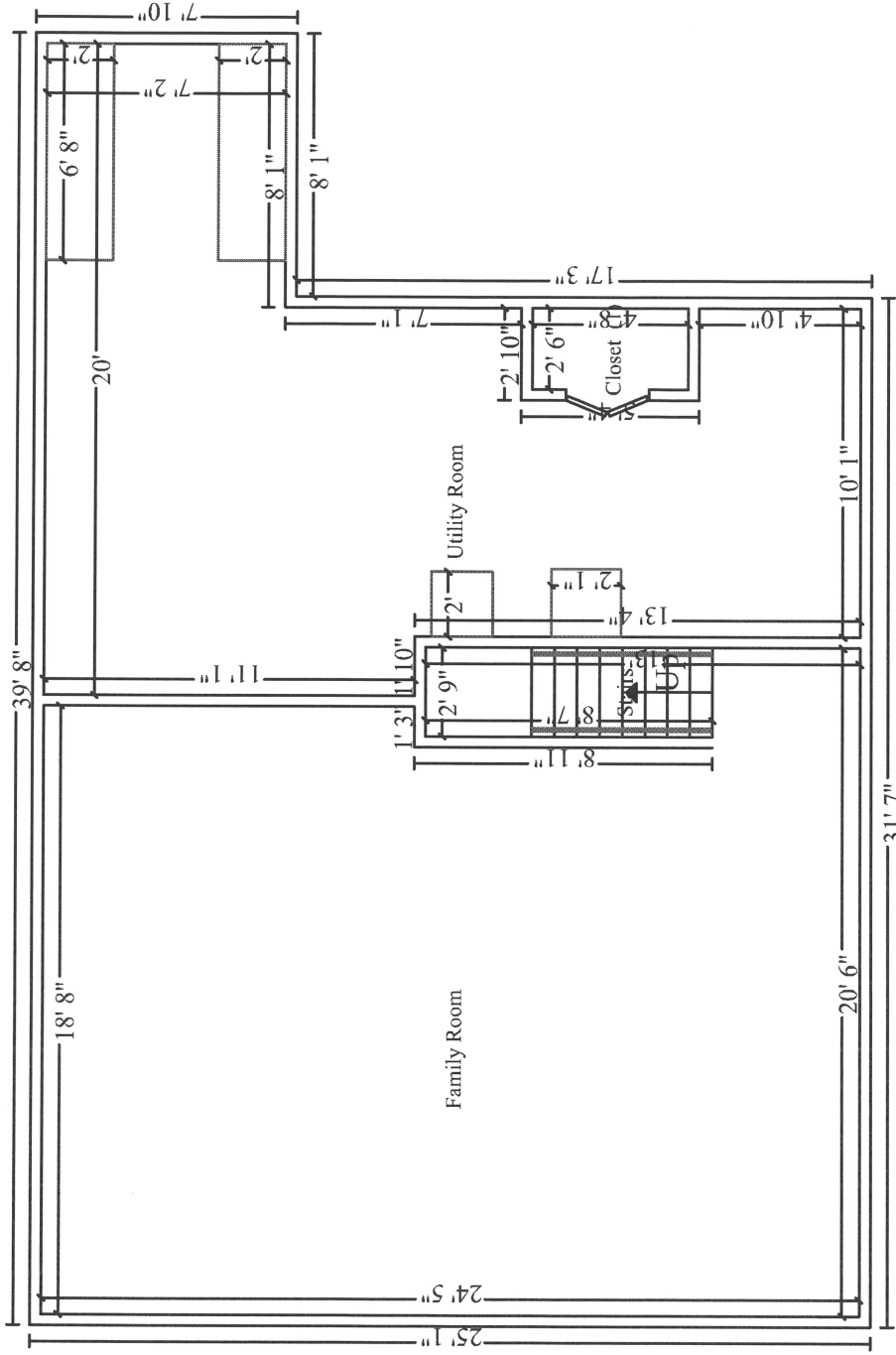


**Servpro of N W Genesee County**

Tax ID 81-4980915 - Franchise # 10647  
4250 Lennon Rd., Flint MI 48507  
Phone: (810) 732-3298 Toll Free: (866) 429-1955  
Fax: (810) 732-2943  
Servpro10647@Servpro10647.com

**Recap of Taxes**

	<b>Material Sales Tax (6%)</b>	<b>Storage Tax (6%)</b>
<b>Line Items</b>	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>





Cleaning. Restoration. Construction.

Like it never even happened.®

Thank you for allowing SERVPRO® the opportunity to perform mitigation services on your home. It has been a pleasure helping you during this time.

It is common for an insurance company to send our payment in the form of a two-party check to the homeowner or they may pay the homeowner directly for the work performed. If you receive a two-party check from your insurance company, please endorse the check and return it to SERVPRO. If the insurance company has paid you direct for your claim, please mail us your payment.

Please call me at (231) 733-7601 if you have any questions or concerns regarding the work performed.

Sincerely,

Danielle Hoekwater  
Office Manager

Enclosures

SERVPRO® of Fenton & Northwest Genesee County  
4250 Lennon Road. Flint, MI 48507 • Telephone 810-732-3298 • Fax 810-732-2943  
*Nationally Known - Locally Owned.™*

PROPOSAL

**INTEXT CONCEPTS Inc.**

9381 Pentatech Drive

Zeeland, MI 49464

Ph. (616) 772-4719 Fax (616) 772-1113

Proposal Submitted To: <b>Mark Schroetenboer</b>		Job Name: <b>Home basement patch</b>	Date: <b>5/15/26</b>
Street:		Job Location: <b>Holland</b>	
City, State & Zip Code:		Architect:	
Phone:	Fax:	Date of plans:	

Only the items listed below are included in this proposal:

- Labor and material to repair the drywall in the home due to water damage.
  - patch the laundry room side as is
  - remove the damaged drywall up to the chair rail
  - patch in the bottom 3' of drywall in the family room side and make ready for paint
  
- add for dumpster costs if needed

Thank you.

**We Propose** hereby to furnish material and labor-- complete in accordance with above specifications, for the sum of:

Three Thousand Four Hundred Seventy Five-----Dollars \$ 3,475.00

This proposal may be withdrawn by us if not accepted within 15 days      Authorized signature Keith Bomers

All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. If this contract is canceled for any reason, Intext Concepts, Inc. is entitled to fair compensation for any office costs involved. Thank you for your business.

**Acceptance of Proposal** - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature Mark Schroetenboer

Date of Acceptance: May 20 2026

Commercial Flooring & Installations LLC

2360 112th Ave.  
Holland, MI 49424

Invoice

Date	Invoice #
5-21-22	

Bill To
Mark + Nancy Schrottenboer 387 33rd St. Holland MI. 49423

Ship To

P.O. Number	Terms	Rep	Ship	Job #
		SV		

Description	Price Each	Amount
LK LQ Lower Level carpet and steps		
636 sq feet Carpet	2.10	1,335.60
Freight from GA		175.00
Carpet Cushion "815"	.67	426.12
Standard installation	1.42	903.12
Cement Labor	.25	159.00
Step Labor		175.00
11 Cap steps	10	110.00
Take up and Dispose remaining carpet		138.90
Remove carpet on steps + staples		99.00
3' metal		6.00
100' tack strip		45.00
25' Seam tape		12.50
move Furn. Including Pool table		300.00
tax on Mat.		109.52

Thank-you  
Scott  
616-836-7943

Total	\$ 3,994.80
Payments/Credits	
Balance Due	



# Action Request

**Requesting Department:**

Community & Neighborhood Services

**Submitted By:**

Dan Broersma

**Meeting Date:**

June 3, 2026

**Agenda Item:**

Community & Neighborhood Services - 12E2.1 Report - Commercial Solid Waste Collection and Disposal Services Agreement for 2027-2032

**Agenda Item #:**

12E2.1

**Meeting Type:**

City Council Regular

**Attachments:**

1. Proposal from Republic Services for Commercial Solid Waste and Disposal Services

**Suggested Caption / Motion / Recommendation:**

It is recommended that Council accept the low responsive bid and corresponding proposal from Republic Services, Inc., to provide commercial solid waste collection and disposal services for all City and BPW facilities and events, and authorize the City Attorney to prepare an agreement with a six-year term, and authorize the Mayor and City Clerk to execute the agreement on behalf of the City.

**Summary of Request:**

For the past eight years, refuse, compost and recycling collection and disposal services at the City and BPW buildings and events have been performed by Republic Services. The City's existing commercial solid waste agreement expires in 2026. To prepare for a new solid waste collection services contract period, the City's Sustainability Department issued a request for proposals (RFP) from solid waste collection service providers in the spring of 2026. One provider attended an optional pre-bid meeting on May 13, 2026. Sealed bids and proposals were opened on May 20, 2026 and a single low, responsive proposal and bid from Republic Services, Inc. was received.

The Sustainability Manager has reviewed the proposals and recommends entering into an agreement with Republic Services, Inc for a six-year period (Fiscal Year 2027 through Fiscal Year 2032), beginning on July 1, 2026, subject to preparation by the City Attorney.

**Financial Information:**

Total Cost:	\$ 257,367 - first year (with 4% annual increases over 5 years)	General Fund Cost:	\$0	Included in Budget: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
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If not included in budget, recommended funding source:

**Action is related to the Strategic Plan and Business Plan:**

Goal:

4: Provide quality services to all stakeholders

Objective:

4.2: Community and Neighborhood Services - provide a vibrant and sustainable community that is a great place to live, work, and play

City Manager:  Recommended  Not Recommended  Without Recommendation

**Board / Commission / Committee Approval Date:**

**Board / Commission / Committee Name:**

# t City of Holland

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## Commercial Solid Waste Collection And Disposal Services 2026-2032



**REPUBLIC**  
SERVICES

Sustainability in Action





## Sustainability in Action

5/20/2026

City of Holland  
270 South River Avenue  
Holland, Michigan 49423

City Staff,

As your current provider for Commercial Solid Waste and Disposal Services we have appreciated the relationship and hope we can continue it for the next 6 years. Below you will find details regarding the bid that could not be put into the pricing spreadsheet provided:

**Weekend & Holiday service** – as requested in the bid for the downtown barrels and any other service that may require Saturday, Sunday or holiday pickup Republic will be adding an additional charge of \$450.00 per truck plus the per lift rate quoted on the pricing sheet for each day requested. This charge covers the cost of the truck and driver that will be required to service the barrels downtown on the weekends and holidays that are being requested in the Invitation to Bid. All recycle barrels downtown, if requested on weekends for disposal, will be disposed of as trash, as we do not have a recycle truck running on weekends or holidays.

***Alternative Option:*** As we know this additional charge will create budgeting concerns, so we have submitted in this proposal an option for the city to partner with a company called Bigbelly. These machines have capacity of 150 gallons vs. the 30-gallon capacity of the downtown bins currently, plus they have compaction, we believe this would give the DDA enough space to potentially only require 2-3 days of service for the downtown, eliminating the need for weekend service.

**Office Composting** - It is our intention to sub-contract the composting containers to a third-party composter by the name of Organicycle, they will be able to provide 12 months of service for these bins. If for some reason Organicycle cannot or fails to provide the standard of service required by the city, Republic Services will step in to provide this service April – November, other months will be required to be landfilled.



Sustainability in Action

**Front Load Recycle requests** – All quotes for the front load commercial cans on attached quote have been quoted for cardboard only, other items in bin may constitute contamination and an additional charge will apply.

**Holland Board of Public Works** – As you will see in “Exhibit A – Bid Form” we have not put a price to the 3 roll-offs located a 42 S. river, these are specialized serviced with wet waste and grease that will require additional details such as weight per load, analytics on makeup of material and special approvals by upper management before they can be accepted. If awarded contract, we will work with the BPW to obtain the information and details around the service.

**Annual Reporting** – Will work with city staff on reporting metrics, some volume metrics will be estimated, and others will be incorporated into City residential numbers as same truck runs both.

On the attached price sheet fuel has been flagged as yes, our intent is to mirror the fuel base rate and language in the residential contract. Our pricing in “Exhibit A – Bid Form” is based on the first year fixed, then 4% increase for each year after that, as quoted in the residential RFP recently.

If you have any questions, feel free to reach out to me at 616-662-6842.

Sincerely,

*Jack Brown*

Jack Brown  
Manager, Municipal Services

**PROPOSAL:**

**2026–2032 COMMERCIAL SOLID WASTE COLLECTION AND DISPOSAL SERVICES**

**HOLLAND, MICHIGAN**

- A. The undersigned hereby designates the following location as the office to which notices may be delivered or mailed:

Republic Services

2471 Wilshire Dr.

Jenison, MI 49428

- B. The business telephone number of the undersigned is: 616-662-6839

- C. The name and telephone number of the designated contract representative of the undersigned is:

Jack Brown - 616-662-6842

- D. If a corporation or limited liability company (LLC), then the name and address of the registered agent of the undersigned is:

See attached form

BY SIGNING THIS PROPOSAL, THE BIDDER VERIFIES THAT IT HAS REVIEWED THE BID PACKAGE, KNOWS AND UNDERSTANDS THE MINIMUM STANDARDS AND MANDATORY REQUIREMENTS AS SET FORTH IN THE BID PACKAGE, AND IS WILLING TO COMPLY WITH THE SAME.

Signature: Tom Mahoney

Name: Tom Mahoney

Title: General Manager

Company: Allied Waste Systems, Inc. //DBA Republic Services of Jenison

Address: 2471 Wilshere, Jenison, MI 49428

EXHIBIT A - BID FORM								
Fiscal Years 2026 - 2031 (July 1, 2026 - June 30, 2032)								
Department	Address / Location Description	Detailed Description of Pick up	Week/Annual Pick up Schedule	\$/Pick ups	\$/Year	\$/Month (divide by 12)	\$/Special Event	Fuel Surcharge Y/N
	Where	What	When					
Police	89 W 8th St, access from 7th St	1 - 2yd Trash	2x Week, Year Round	\$21.25	\$2,208.30	\$184.03		Y
	89 W 8th St, access from 7th St	1 - 2yd Recycle	2x Week, Year Round	\$21.25	\$2,208.30	\$184.03		Y
	89 W 8th St, access from 7th St	1 - 96g Office Compost	1x Week, Year Round	\$7.50	\$389.70	\$32.48		Y
<b>Subtotal Police</b>					<b>\$4,806.30</b>	<b>\$400.53</b>	<b>\$0.00</b>	
City Hall	270 S River Ave, pick up on 11th near drive	3 - 96g Trash Toters	3x Week	\$12.00	\$1,870.56	\$155.88		Y
	270 S River Ave, pick up on 11th near drive	5 - 96g Comingle Recycle	3x Week, Year Round	\$12.50	\$1,948.50	\$162.38		Y
	270 S River Ave, pick up on 11th near drive	1 - 96g Office Compost	1x Week, Year round	\$7.50	\$259.80	\$21.65		Y
<b>Subtotal City Hall</b>					<b>\$4,078.86</b>	<b>\$339.91</b>	<b>\$0.00</b>	
Herrick District Library	300 S River Ave	1 - 6yd Trash	2x Week	\$32.50	\$3,377.40	\$281.45		Y
	300 S River Ave	4 - 96g Office Compost	1x Week, Year Round	\$30.00	\$1,558.80	\$129.90		Y
<b>Subtotal Library</b>					<b>\$4,936.20</b>	<b>\$411.35</b>	<b>\$0.00</b>	
Parks Department	Tulip Garden, 6th St	4 - 96g Trash	1x Week, April through November (Monday Morning)	\$16.00	\$831.36	\$69.28		Y
	Rosa Parks Green 19th St & College Ave	3 - 96g Trash	6x Week, April through November (Tuesday & Friday AM)	\$12.00	\$1,247.04	\$103.92		Y
	Centennial Park 10th St & S River Ave	9 - 96g Trash	Pick up by Hand 2x Week April through November (Monday & Friday AM)	\$72.00	\$7,482.24	\$623.52		Y
	Van Bragt Park N River & Pine Ave	1 - 96g Trash	2x Week, April through November (Monday & Thursday AM)	\$4.00	\$415.68	\$34.64		Y
	Kollen Park 10th St & Van Raalte Ave	15 - 96g Trash	3x Week, April thru November (Monday & Friday AM)	\$120.00	\$18,705.60	\$1,558.80		Y
	Kollen Park 10th St & Van Raalte	4 - 96g Comingle Recycle	3x Week, April thru November (Monday & Friday AM)	\$32.00	\$4,988.16	\$415.68		Y
	Kollen Park 10th St & Van Raalte Ave	1 - 6yd Trash	1x Week, April through November (Thursday)	\$32.50	\$1,688.70	\$140.73		Y
	Prospect Park 24th St at Columbia Ave	4 - 96g Trash	2x Week, April through November (Tuesday AM)	\$16.00	\$1,662.72	\$138.56		Y
	Holland Hts. School 12th St & Hope Ave	2 - 96g Trash	1x Week, April through November (Wednesday)	\$8.00	\$415.68	\$34.64		Y
	Holland Hts. School 10th St & Calvin Ave	1 - 96 g Trash	1x Week, April through November (Wednesday AM)	\$4.00	\$207.84	\$17.32		Y
	Smallenberg Park 16th St & Fairbanks Ave	8 - 96g Trash	2x Week, April through November (Monday & Friday AM)	\$64.00	\$6,650.88	\$554.24		Y
	Window On Waterfront S River Ave	1 - 96g Trash	1x Week, April through November only (Tuesday AM)	\$4.00	\$207.84	\$17.32		Y
	Window on Waterfront, East Side	1 - 96g Trash	1x Week, April through November only (Tuesday AM)	\$4.00	\$207.84	\$17.32		Y
	Window on Waterfront, Columbia Ave	1 - 96g Trash	1x Week, April through November only	\$4.00	\$207.84	\$17.32		Y
	Van Raalte Farm 16th St	1- 96g Trash	1x Week, April through November (Wednesday)	\$4.00	\$207.84	\$17.32		Y
	Van Raalte Farm 24th St	4 - 96g Trash	2x Week, April through November (Wednesday)	\$16.00	\$1,662.72	\$138.56		Y
	Van Raalte Farm Country Club Rd	1 - 96g Trash	1x Week, April through November (Wednesday)	\$4.00	\$207.84	\$17.32		Y
	Michigan Ave Park 30th St & Michigan Ave	1- 96g Trash	1x Week, April through November (Friday)	\$4.00	\$207.84	\$17.32		Y
	City Hall 270 S River Ave, Outside Barrels	2 - 30g Trash (Fixed metal containers with plastic liner to be emptied by hand)	3x Week, Year Round	\$10.00	\$1,558.80	\$129.90		Y
	Lakeview	2 - 96g Recycling	1x Week, April through November (Thursday AM)	\$8.00	\$415.68	\$34.64		Y

<b>Subtotal Parks</b>					<b>\$49,180.14</b>	<b>\$4,098.35</b>	<b>\$0.00</b>	
<b>Warehouse</b>	Warehouse Bldg; 429 E 24th St	1 - 6yd Trash	2x Week, Year Round	\$32.50	\$3,377.40	\$281.45		Y
	Warehouse Bldg; 429 E 24th St	2 - 96g Recycle	2x Week, Year Round	\$5.00	\$519.60	\$43.30		Y
	Warehouse Bldg; 429 E 24th St	1 - 6yd Cardboard	1x Week, Year Round	\$32.50	\$1,688.70	\$140.73		Y
<b>Subtotal Warehouse</b>					<b>\$5,585.70</b>	<b>\$465.48</b>	<b>\$0.00</b>	
<b>Pilgrim Home</b>	429 E 24th St	1 - 6yd Trash	1x Week, April through November	\$32.50	\$1,688.70	\$140.73		Y
<b>Subtotal Pilgram</b>					<b>\$1,688.70</b>	<b>\$140.73</b>	<b>\$0.00</b>	
<b>Graafschap</b>	750 Graafschap Rd	7 - 96g Trash	1x Week, April through November	\$28.00	\$1,454.88	\$121.24		Y
<b>Subtotal Graafschap</b>					<b>\$1,454.88</b>	<b>\$121.24</b>	<b>\$0.00</b>	
<b>Windmill Island</b>	1 Lincoln Ave	3 - 96g Recycle	1x Week, April through October; 1x Week, November through March	\$7.50	\$389.70	\$32.48		Y
	1 Lincoln Ave	1 - 6yd Trash	2x Week, April through October; 1x Week, November through March	\$32.50	\$3,377.40	\$281.45		Y
<b>Subtotal Island</b>					<b>\$3,767.10</b>	<b>\$313.93</b>	<b>\$0.00</b>	
<b>Downtown DDA</b>	16th St. - River to Central	2 - 30g Trash (Fixed containers with plastic liner to be emptied by hand)	1x Week, Year Round	\$10.00	\$519.60	\$43.30		Y
	Washington Ave, 18th to 19th St	4 - 55g Trash (Fixed metal containers with plastic liner to be emptied by hand)	2x Week, May through October; 1x Week, November through April	\$20.00	\$2,078.40	\$173.20		Y
	8th St, Pine Ave to River Ave	9 - 32g Trash (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$45.00	\$16,367.40	\$1,363.95		Y
	8th St, Pine Ave to River Ave	1 - 32g Comingle Recycling (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$10.00	\$3,637.20	\$303.10		Y
	8th St, River Ave to Central Ave	7 - 30g Trash (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$35.00	\$12,730.20	\$1,060.85		Y
	9th St, Pine Ave to River Ave Lot, East of deck	2 - 30g Trash (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$10.00	\$3,637.20	\$303.10		Y
	7th St, River Ave to Central Ave, Lot 7D	1 - 30g Trash (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$5.00	\$1,818.60	\$151.55		Y
	7th St, River Ave to Central Ave	1 - 32g Comingle Recycling (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$10.00	\$3,637.20	\$303.10		Y
	7th St, College Ave to Columbia Ave	5 - 30g Trash (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$25.00	\$9,093.00	\$757.75		Y
	8th St, Central Ave to College Ave	14 - 30g Trash (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$70.00	\$25,460.40	\$2,121.70		Y
	8th St, Central Ave to College Ave	2 - Comingle Recycle (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$20.00	\$7,274.40	\$606.20		Y

	8th St, College Ave to Columbia Ave	12 - 30g Trash (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$60.00	\$21,823.20	\$1,818.60		Y
	8th St, College Ave to Columbia Ave	3 - Comingle Recycle (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$30.00	\$10,911.60	\$909.30		Y
	River Ave, 7th to 11th St	5 - 30g Trash (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$25.00	\$9,093.00	\$757.75		Y
	Central Ave, 7th to 10th St	4 - 30g Trash (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$20.00	\$7,274.40	\$606.20		Y
	Columbia Ave, 7th to 10th St	1- 30g Trash (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$5.00	\$1,818.60	\$151.55		Y
	Columbia Ave, 7th to 10th St	1 - Comingle Recycle (Fixed metal containers with plastic liner to be emptied by hand)	January 1 through April 30 picked up Monday, Wednesday, Friday, Saturday; May 1 through September 15 picked up Monday through Sunday; September 16 through December 31 picked up Monday, Wednesday, Friday, Saturday	\$10.00	\$3,637.20	\$303.10		Y
<b>Subtotal DDA</b>					<b>\$140,811.60</b>	<b>\$11,734.30</b>		<b>\$0.00</b>
<b>Street Dept</b>	Warehouse Bldg; 333 Wyngarden	1 - 6yd Trash	1x Week, Year Round	\$32.50	\$1,688.70	\$140.73		Y
	Warehouse Bldg; 333 Wyngarden	2 - 96g Comingle Recycle	1x Week, Year Round	\$5.00	\$259.80	\$21.65		Y
	Warehouse Bldg; 333 Wyngarden	1 - 4yd CDBD Recycle	1x Week, Year Round	\$26.25	\$1,363.95	\$113.66		Y
<b>Subtotal Trans</b>					<b>\$3,312.45</b>	<b>\$276.04</b>		<b>\$0.00</b>
<b>Recreation Dept.</b>	Riverview Park 5th St & Columbia Ave	2 - 96g Trash	1x Week, May through November only	\$8.00	\$415.68	\$34.64		Y
	Moran Recreation Area 515 Maple Ave	6 - 96g Trash	2x Week, April through November only	\$24.00	\$2,494.08	\$207.84		Y
	Maplewood Complex 35th St & College	1 - 6 yd Trash	1x Week, May through October only	\$32.50	\$1,688.70	\$140.73		Y
	Matt Urban Complex 270 E 32nd St	1 - 6yd Trash	1x Week, April through October only	\$32.50	\$1,688.70	\$140.73		Y
	Bouws Pool 365 Fairbanks	1 - 4yd Trash	1x Week, April through October only	\$26.25	\$1,363.95	\$113.66		Y
	<b>Subtotal Civic/Rec</b>					<b>\$7,651.11</b>	<b>\$637.59</b>	
<b>Farmer's market</b>	8th St Market Place, 8th & Pine	5 - 96g Trash	2x Week, May through November (Monday & Thursday pick up); 1x Week, December (Monday only pick up)	\$20.00	\$2,078.40	\$173.20		Y
	<b>Subtotal Market</b>					<b>\$2,078.40</b>	<b>\$173.20</b>	
<b>Holland Fire Dept.</b>	761 Waverly Rd, Station #2	1 - 4yd Trash	1x 2 Week, Year Round (Quoting Every Other Week)_	\$26.25	\$681.98	\$56.83		Y
	761 Waverly Rd, Station #2	2 - 96g Comingle Recycle	1x 2 Week, Year Round (Quoting Every Other Week)_	\$2.50	\$64.95	\$5.41		Y
					\$0.00			Y
	279 Kollen Park Dr, #1	1 - 2yd Trash	1x 2 Week, Year Round (Quoting Every Other Week)_	\$21.25	\$552.08	\$46.01		Y
	279 Kollen Park Dr, #1	2 - 96g Comingle Recycle	1x 2 Week, Year Round (Quoting Every Other Week)_	\$5.00	\$129.90	\$10.83		Y
<b>Subtotal Fire</b>					<b>\$1,428.90</b>	<b>\$119.08</b>		<b>\$0.00</b>
	625 Hastings Ave	8yd box Trash	2x Week, Year Round	\$41.25	\$4,286.70	\$357.23		Y
	625 Hastings Ave	8yd box Recycle	2x Week, Year Round	\$41.25	\$4,286.70	\$357.23		Y

<b>Holland Board of Public Works</b>	625 Hastings Ave	30yd, Open top roll-off container for wood	On-call service estimated usage 9-10 loads a year/3 tons	\$425.00	Per load for clean wood			Y
	625 Hastings Ave	3 - 96g Recycling Carts	1x 2 Week, Year Round	\$7.50	\$779.40	\$64.95		Y
	1 Energy Park Way	8yd Box Trash	2x Week	\$41.25	\$1,071.68	\$89.31		Y
	1 Energy Park Way	8yd Box Recycling	2x Week	\$41.25	\$1,071.68	\$89.31		Y
	1 Energy Park Way	1 - 30yd Dumpster	2x time per year	\$495 with \$100 delivery as needed for M		\$0.00		Y
	491 E 48th St	6yd Trash	1x Week, Year Round	\$32.50	\$1,688.70	\$140.73		Y
	46 N Lakeshore Dr	1 - 4yd Trash	1x per 2 Weeks	\$26.25	\$681.98	\$56.83		Y
	46 N Lakeshore Dr	1 - 4yd Recycling Cardboard	1x per 4 Weeks	\$26.25	\$340.99	\$28.42		Y
	49 W 3rd street	6yd	1 x Week, Year Round	\$32.50	\$844.35	\$70.36		Y
	49 W 3rd street	6yd Recycling Cardboard	1x 2 Weeks, Year Round	\$32.50	\$844.35	\$70.36		Y
	42 S River Ave	96g Comingle Recycling	1x 2 Weeks	\$2.50	\$64.95	\$5.41		Y
	42 S River Ave	1 - 4yd Trash	1x Week	\$26.25	\$1,363.95	\$113.66		Y
	42 S River Ave	1 - 6yd Trash	1x Week	\$32.50	\$1,688.70	\$140.73		Y
	42 S River Ave	2 - 4yd Recycle	Bi-weekly	\$52.50	\$1,363.95	\$113.66		Y
	42 S River Ave	20yd Trash	Call as needed - estimated 60/tons, 12/loads	Need further discussion on these items.		\$0.00		Y
	42 S River Ave	30yd Trash	Call as needed - estimated 2,500 wet tons annually	Need further discussion on these items.		\$0.00		Y
	42 S River Ave	20yd Grease Lugger	Call as needed - estimated usage 60/tons, 12/loads	further		0		Y
	<b>Subtotal HBPW</b>						\$20,378.06	\$1,698.17
<b>DeGraaf nature Center</b>	600 Graafschap Rd	3 - 96g Trash	1x Week, Year Round	\$12.00	\$623.52	\$51.96		Y
	600 Graafschap Rd	1 - 96g Recycle	1x Week Year Round	\$4.00	\$207.84	\$17.32		Y
<b>Subtotal DeGraaf</b>						<b>\$831.36</b>	<b>\$69.28</b>	<b>\$0.00</b>
<b>City Hall</b>	270 River Ave, pick up on 11th St near drive	3 - 96g Trash Toters	3x Week	\$12.00	\$1,870.56	\$155.88		Y
	270 River Ave, pick up on 11th St near drive	5 - 96g Comingle Recycle	3x Week, Year Round	\$20.00	\$3,117.60	\$259.80		Y
	270 River Ave, pick up on 11th St near drive	1 - 96g Office Compost	1x Week, Year round	\$7.50	\$389.70	\$32.48		Y
<b>Subtotal City Hall</b>						<b>\$5,377.86</b>	<b>\$448.16</b>	<b>\$0.00</b>
<b>Pumpkin, Gourd, Corn Stalk, Hay Compost</b>		Bouws Pool 16th St & Fairbanks	30 - 40yd, One time annual for compost	Pick up to be completed by end of 2nd week in November each year	\$425.00	\$100 delivery		Y
<b>Christmas Tree Pick up</b>		Bouws Pool 16th St & Fairbanks	30 - 40yd, One time annual for recycle	Pick up to be completed by end of 3rd week in January each year	\$425.00	\$100 delivery		Y
<b>Grand total</b>						<b>\$257,367.62</b>	<b>\$21,447.30</b>	<b>\$0.00</b>
<b>*Notes:</b>	<b>Fixed street containers by City, 90g totes by City, all other Containers provided by Contractor!</b>	<b>3x weekly = Monday, Wednesday, Friday pick ups.</b>	<b>Individual locations must be advised of all other pick up schedules!</b>					

# Corporate Data Sheet Report

As of March 02, 2026

Allied Waste Systems, Inc.

Incorporated in Delaware on 08/14/1972

**Status:** Current  
**Entity Type :** Corporation  
**Federal ID #:** 36-2750252  
**Domicile:**  
**Internal #:** 13

## Primary Address

5353 E. City North Drive  
Phoenix, Arizona 85054  
United States

## Directors

	<u>Title</u>
Elyse M. Carlsen	Director

## Officers

	<u>Title</u>
Julia Arambula	President
Jake Anderson	Vice President
Yasser Brenes	Vice President
Ashley Kasarjian	Vice President
Brady Loesch	Vice President
John B. Nickerson	Vice President
Christopher Nie	Vice President
Larson Richardson	Vice President
Vincent J. Sanudo	Vice President
Bryant Thornton	Vice President
Andrew Wempe	Vice President
Adrienne W. Wilhoit	Vice President
Jeffrey Geiss	Vice President, Tax
Lauren McKeon	Secretary
Ashley Kasarjian	Assistant Secretary
John B. Nickerson	Assistant Secretary
Adrienne W. Wilhoit	Assistant Secretary
Calvin R. Boyd	Treasurer

## Direct Owners

	<u>Registered in</u>	<u>%Ownership</u>
Allied Waste North America, LLC	Delaware	100.0000 %

## Allied Waste Systems, Inc.

**Registrations**

<b>Arizona</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Qualification	F-0100517-8		10/16/1992	
<b>California</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Qualification	1594086		08/24/1987	
<b>Colorado</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Qualification	20031287338		09/08/2003	
<b>Delaware</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Incorporation	0784271		08/14/1972	
<b>Indiana</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Qualification	2006121200666		12/11/2006	
<b>Massachusetts</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Qualification	362750252		09/02/1987	
<b>Michigan</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Qualification	800991220		02/13/1985	
<b>New Hampshire</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Qualification	177958		10/19/1992	
<b>New Jersey</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Qualification	0101065981		03/05/2025	
<b>New York</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Qualification	1168812		12/03/1987	
<b>Ohio</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Qualification	FL650835		02/01/1985	
<b>Oklahoma</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Qualification	2300385229	FRX-10156076-08	03/31/1982	
<b>Texas</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Qualification	00073885-06	13627502522	08/26/1987	
<b>Utah</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Qualification	1023175-0143		01/23/1989	
<b>Wyoming</b>	<b><u>Charter No.</u></b>	<b><u>Tax ID No.</u></b>	<b><u>Date</u></b>	<b><u>End Date</u></b>
Qualification	2020-000961885		12/01/2020	



**LEFT**

22.75"W x 41.75"H Graphic Area



**FRONT**

22.25"W x 43.3"H Graphic Area



**RIGHT**

22.75"W x 41.75"H Graphic Area



**BACK**

22.875"W x 44.125"H Graphic Area

## Bigbelly's Capital Purchase Includes:

### Bigbelly Hardware



Customized fleet of High Capacity compacting stations, Standard Capacity non-compacting stations, and Bigbelly station accessories.

### System Software







Unlimited CLEAN software licenses for both desktop and mobile devices for waste operation management, monitoring, and reporting.

### 5-Year Limited Warranty



To keep your Bigbelly fleet functioning under normal use conditions, you're protected by **Bigbelly's Limited Warranty** for Capital Purchase Customers located in the US and Canada, active from the date of delivery.

#### **What's Covered:** *Functional components that fail under normal use*

-  Compactor components, interior bin, door lock & key, hopper, handle and foot pedal
-  Electronics, battery, solar panel
-  Mouse, rat, squirrel ingress damage
-  Rainwater ingress damage

#### **What is Not Covered:** *Damage from misuse, external or environmental factors*

External trauma such as vehicle strikes, vandalism, graffiti and mishandling  
Fire, flooding and storm damage  
External animal damage  
Dents, scratches, fading or crazing of external metal and plastic components  
Wraps, liner bags, hopper liners, and odor masks

*The customer shall first attempt to respond to routine maintenance & repair issues.  
Consult Bigbelly's Limited Warranty for details, inclusions, exclusions, and other terms and conditions.*

## Connect - Bigbelly's System as a Service Subscription Includes

### Bigbelly Hardware

Customized fleet of High Capacity compacting stations, Standard Capacity non-compacting stations, and Bigbelly station accessories.

### System Software

Unlimited CLEAN software licenses for both desktop and mobile devices for waste operation management, monitoring, and reporting.

### Logistics & Installation

Bigbelly's trained personnel and service providers coordinate logistics, install and provision your stations, and verify system operation.

### Training Assistance

Bigbelly provides training documentation & videos; assistance by Bigbelly Customer Support is available

### Active Fleet Monitoring

Bigbelly's technical support team actively monitors your system and initiates and coordinates any needed maintenance or repairs with your staff.

### Annual Cleaning & PM

Bigbelly performs comprehensive station cleaning, multi-point station inspection, and preventative maintenance - annually.

### Connect Standard Limited Warranty

To keep your Bigbelly fleet functioning under normal use conditions, you're protected by **Bigbelly's Limited Warranty** for Connect™ Services Customers located in the US and Canada throughout the Term of the Connect Services.

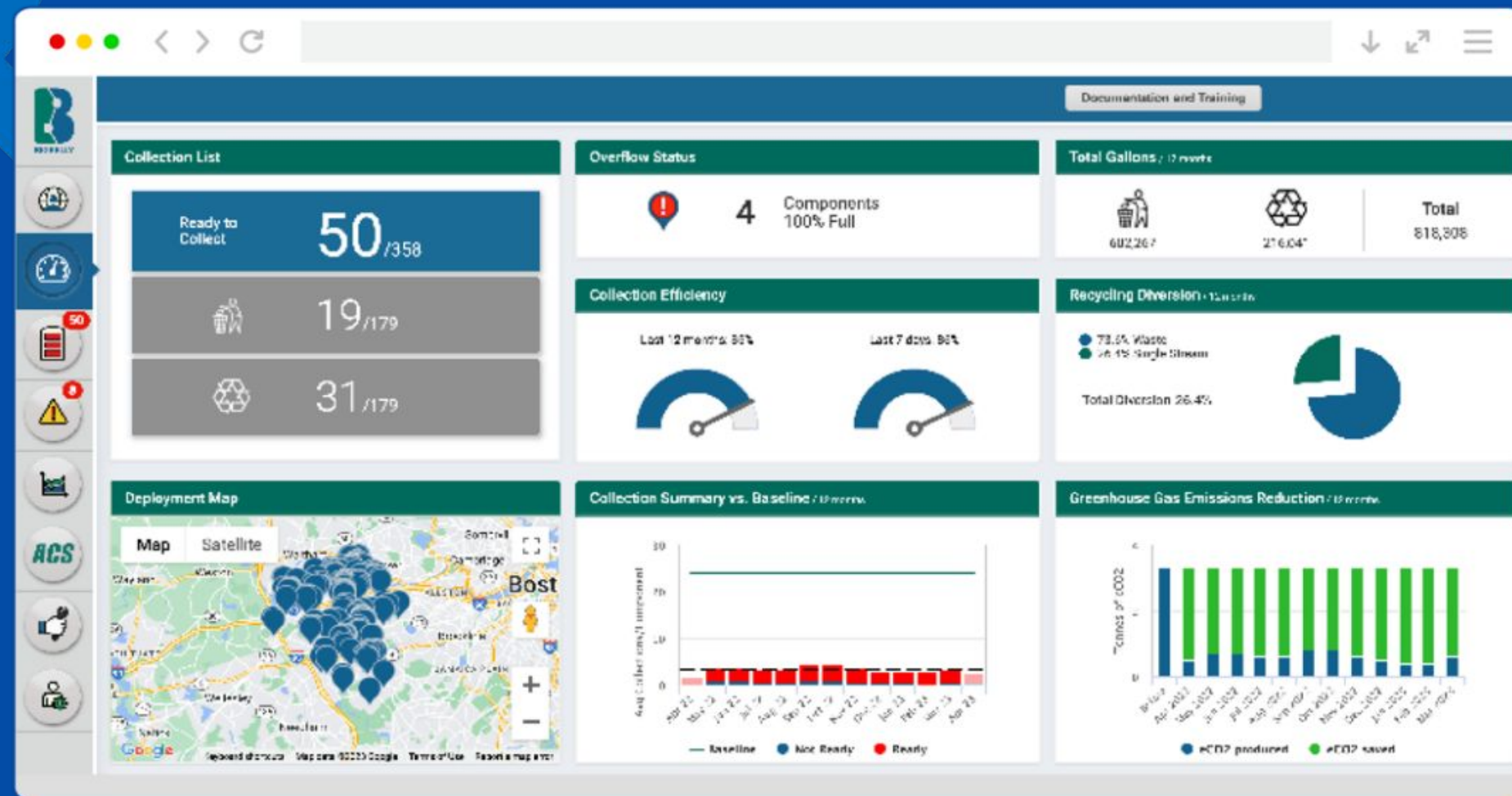
#### **What's Covered:** *Functional components that fail under normal use*

- ✓ Compactor components, interior bin, door lock & key, hopper, handle and foot pedal
- ✓ Electronics, battery, solar panel
- ✓ Mouse, rat, squirrel ingress damage
- ✓ Rainwater ingress damage

#### **What is Not Covered:** *Damage from misuse, external or environmental factors*

- External trauma such as vehicle strikes, vandalism, graffiti and mishandling
- Fire, flooding and storm damage
- External animal damage
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- Wraps, liner bags, hopper liners, and odor masks

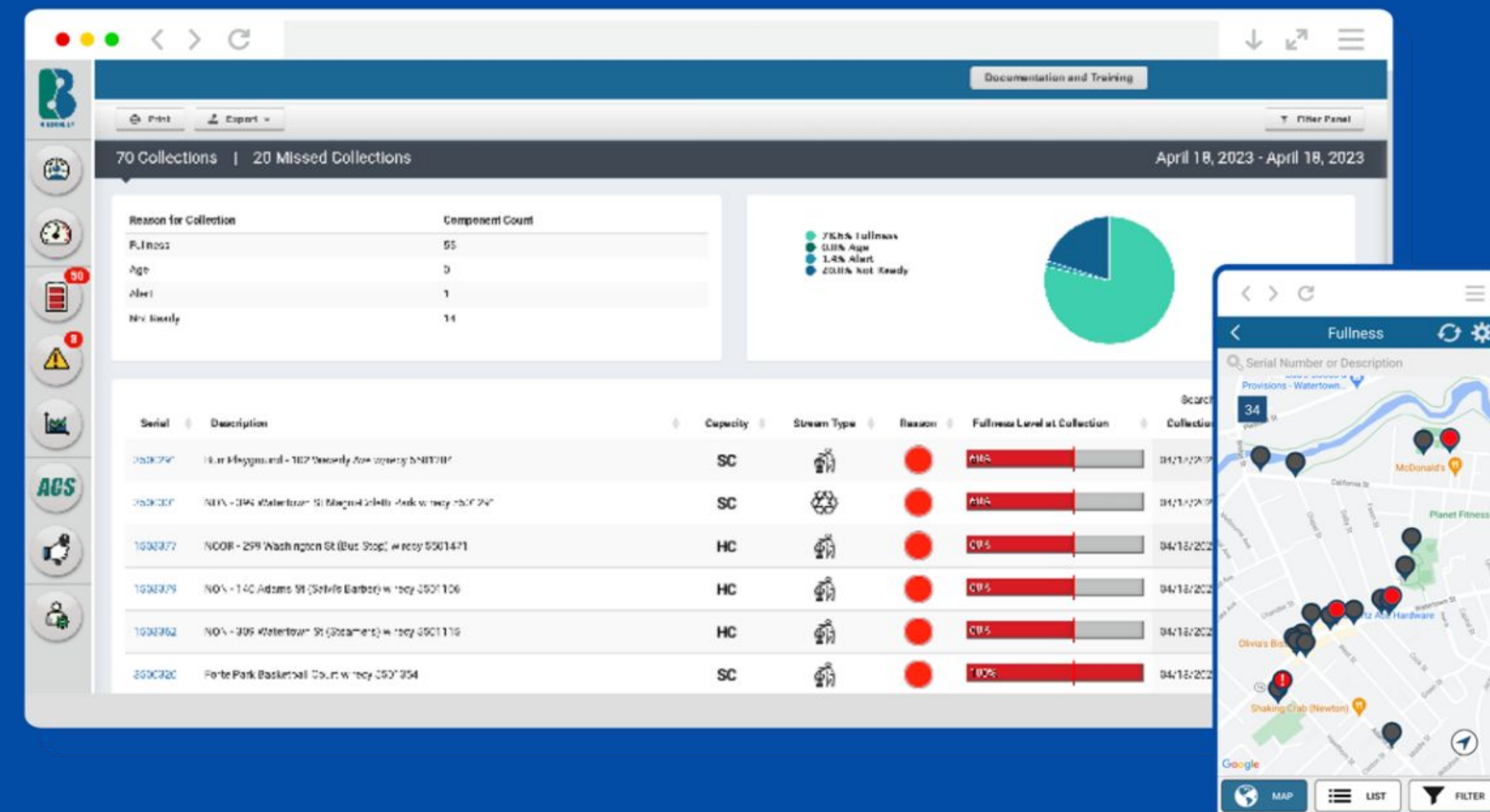
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Consult Bigbelly's Limited Warranty for details, inclusions, exclusions, and other terms and conditions.*



## Dashboard

*Insights at a glance*

- Ready to Collect bins
- Bin overflows
- Recycling diversion
- Collection efficiency
- GHG emissions reduction



## Collection Management

*Detailed collection information for every bin*

- Ready to Collect status and reason – fullness or time
- Real-time fullness status
- Collection time stamp

# Bigbelly's cloud-based software

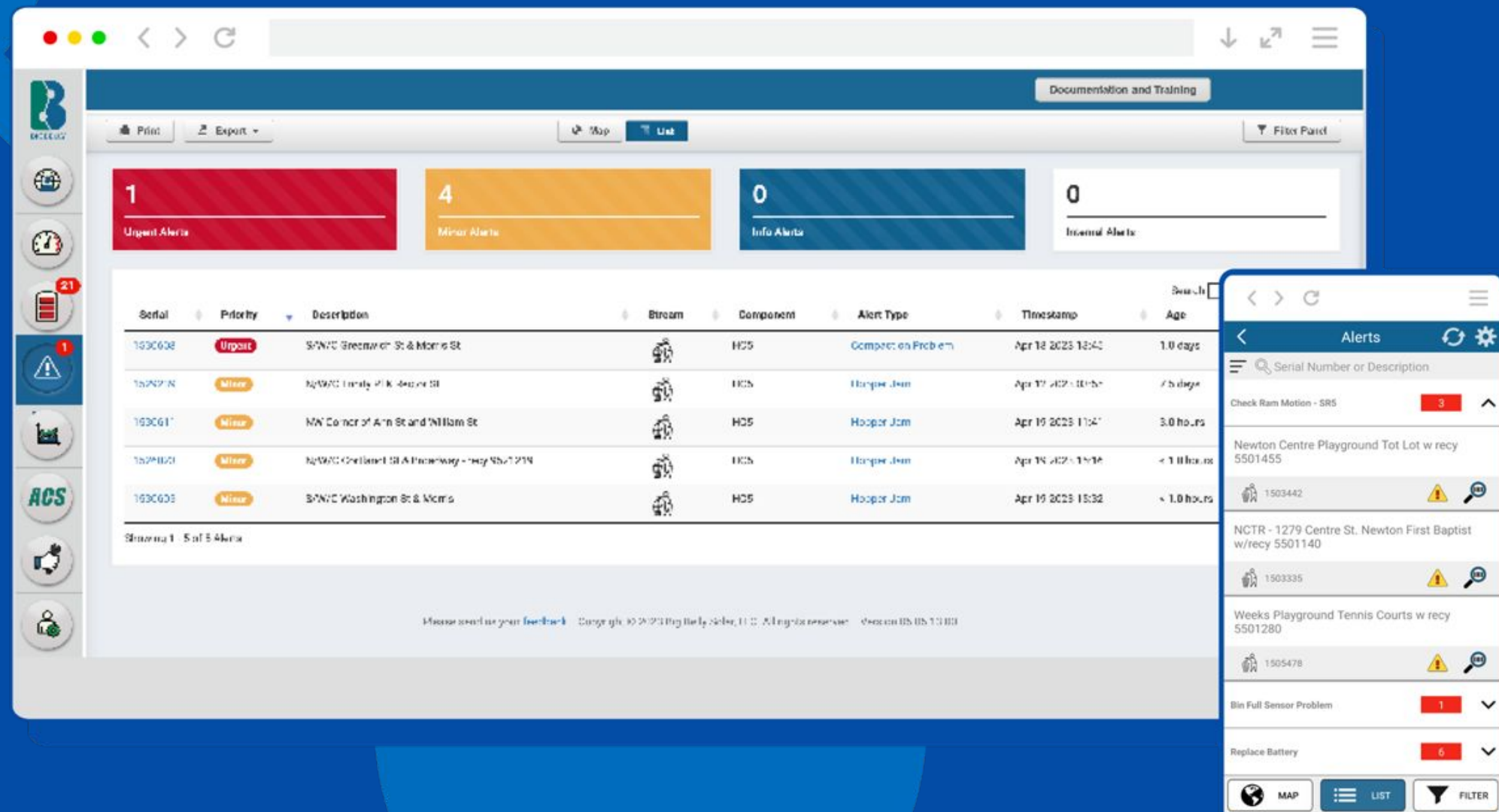
## CLEAN™ Management Console

- Dashboard
- Reports
- System Management Tools

## Insights & Data in Multiple Ways

- Automatic collection lists and email notifications
- CLEAN™ mobile apps provide anytime, anywhere access
- Data export for analysis in Excel and other applications
- API integration for third-party software

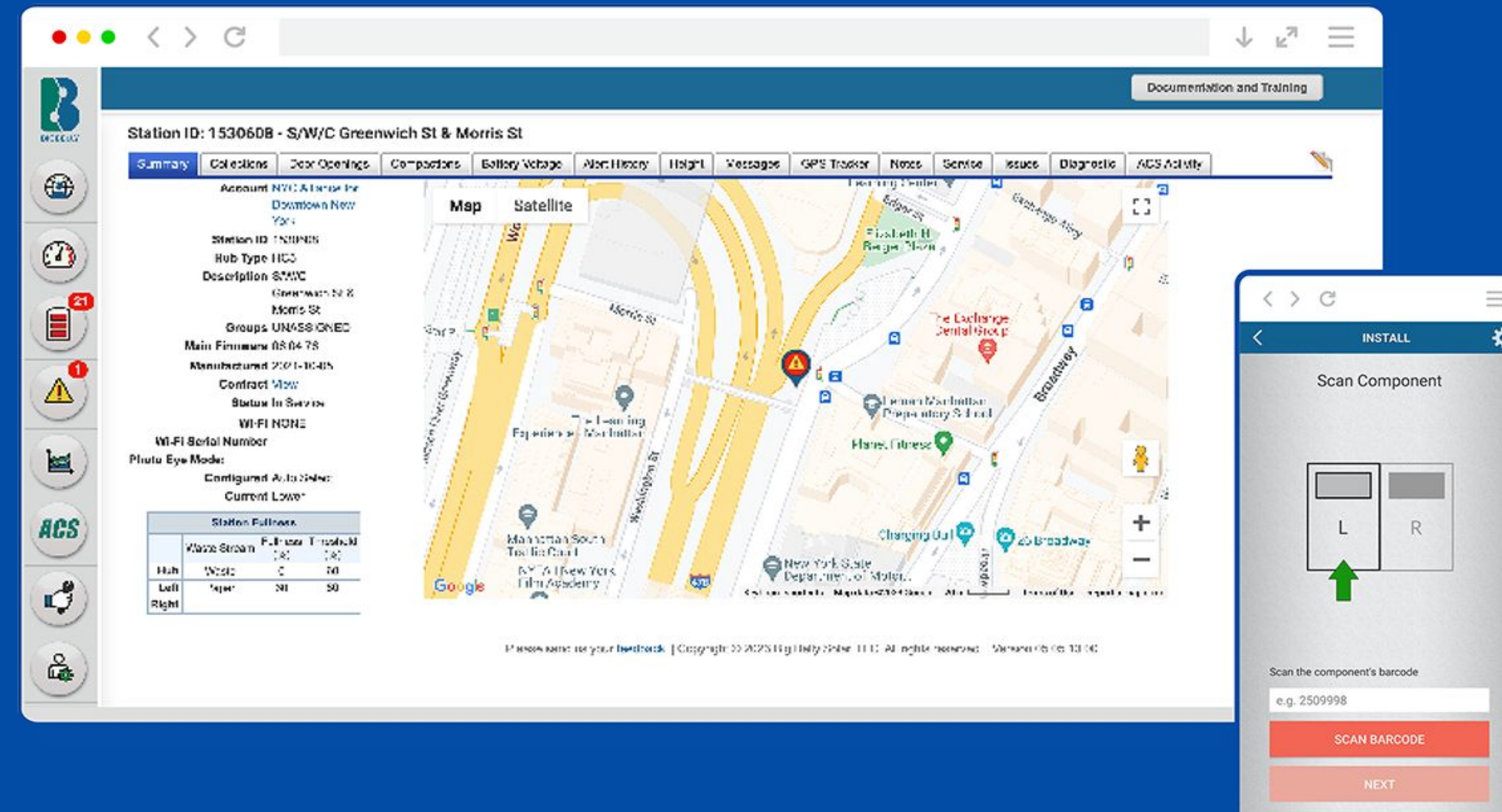




## Fleet Management

*Suite of maintenance tools*

- Bin status information – door & hopper activity, bin location change
- Bin service alerts – battery replacement, sensor maintenance and more



## Bin Management

*Tools to manage your bins*

- Bin information: type, serial number, and in-service status
- Bin configuration: name, group, location and more
- Diagnostics
- Performance history
- Service history with photo archive

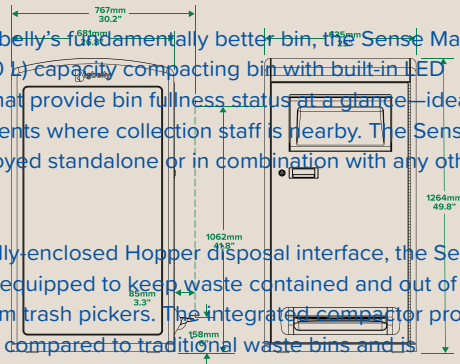
# Bigbelly Sense Max



Built on Bigbelly's fundamentally better bin, the Sense Max is a 150-gallon (570 L) capacity compacting bin with built-in LED indicators that provide bin fullness status at a glance—ideal for deployments where collection staff is nearby. The Sense Max can be deployed standalone or in combination with any other Bigbelly bin type to form a multi-stream kiosk.

With its fully-enclosed Hopper disposal interface, the Sense Max is uniquely equipped to keep waste contained and out of sight, even from trash pickers. The integrated compactor provides 5-10x greater capacity compared to traditional waste bins and is designed for high-waste volume locations.

The Sense Max is equipped with sensors that monitor and indicate fullness level. The Sense Max can be solar-powered for outdoor use or AC-powered for indoor use.



## Overall Machine Dimensions

- Height: 41.8" (1062 mm)
- Width: 25" (635 mm)
- Depth: 26.8" (681 mm)
- Handle Height (ADA Compliant): 41.8" (1062 mm)
- Weight: 260 lbs (118 kg)
- Shipping Weight: 290 lbs (132 kg)
- Bin Volume (Hopper or Chute): 32 gal (120 L)



## Waste Interfaces and Streams

Hopper, Chute, Waste, Single-Stream Recycling, or Compostor Compost



Hopper Disposal Interface with Foot Pedal



Chute Disposal Interface with Foot Pedal

## Disposal Interface Dimensions

- Hopper Opening: 15"W x 5"H x 6"D (381 mm x 127 mm x 152 mm)
- Chute Opening: 15"W x 7"H x 15"D (381 mm x 178 mm x 381 mm)

## Bin Volume and Dimensions

- Bin Dimension: 24" x 20.4" x 21.65" (609 mm x 518 mm x 549 mm)
- Bin Volume (Hopper or Chute): 32 gal (120 L)
- Bin Volume (Compacted trash): approx. 150 gal (568 L)
- Bin Volume (Uncompacted trash): approx. 15 gal (57 L)

## Bigbelly Sense Max

- FULLY ENCLOSED
- FULLNESS INDICATOR
- COMPACTOR

# Technical Specifications - Technical Specifications -

## Bigbelly Sense Max Features Bigbelly Sense Max Features

- Bigbelly's fully-enclosed Hopper disposal interface, standard on Sense Max Bigbelly's fully-enclosed Hopper disposal interface, standard on Sense Max bins, eliminates visible waste, rat and pest access, and windblown litter, and bins, eliminates visible waste, rat and pest access, and windblown litter, and prevents strewn litter caused by trash picking. The Hopper incorporates a 70° prevents strewn litter caused by trash picking. The Hopper incorporates a 70° dump angle which reduces waste disposal jams.dump angle which reduces waste disposal jams.
- Embedded sensors detect fullness level.Embedded sensors detect fullness level.
- LED indicators on the front of the Sense Max display readiness to collect LED indicators on the front of the Sense Max display readiness to collect status (fullness level), machine status, and error codes.status (fullness level), machine status, and error codes.
- Unique built-in compaction technology delivers a 5-10x compaction ratio due Unique built-in compaction technology delivers a 5-10x compaction ratio due to superior compaction penetration (ram travels to 9" from bottom of bin).to superior compaction penetration (ram travels to 9" from bottom of bin).
- The integrated Foot Pedal provides hands-free use.The integrated Foot Pedal provides hands-free use.

## Safety Features Safety Features

- CE marked CE marked
- Hopper disposal interface provides a physical barrier between the user Hopper disposal interface provides a physical barrier between the user and the compacting mechanism and the compacting mechanism
- Soft-open Hopper response with use of Foot Pedal Soft-open Hopper response with use of Foot Pedal
- Interlocked access doors protect users and service personnel Interlocked access doors protect users and service personnel
- Collection door automatically locks when closed Collection door automatically locks when closed
- No pinch points, sharp edges, or corners No pinch points, sharp edges, or corners

## Durability Durability

- Weather-resistant, UV-stabilized polyester powder-coat finish on all exterior parts Weather-resistant, UV-stabilized polyester powder-coat finish on all exterior parts
- Electronic components temperature range of -40°F to +185°F (-40°C to +85°C) Electronic components temperature range of -40°F to +185°F (-40°C to +85°C)
- Fully weatherized, in the event of a flood, the bin can withstand: Fully weatherized, in the event of a flood, the bin can withstand:
  - Up to 20" (508 mm) of water without harming the electronics Up to 20" (508 mm) of water without harming the electronics
  - Up to 36" (915 mm) of water with only minor damage to electronics Up to 36" (915 mm) of water with only minor damage to electronics

## Materials Materials

- Bins are compliant with RoHS and REACH. Bins are compliant with RoHS and REACH.
- Galvanized sheet metal steel construction Galvanized sheet metal steel construction
- Heavy-duty, recycled plastic Heavy-duty, recycled plastic
- Leak-proof interior bin made of low-density polyethylene (LDPE) plastic Leak-proof interior bin made of low-density polyethylene (LDPE) plastic

## Power and Electronics Power and Electronics

- Average operation uses less than 3 Wh energy per day, ensuring Average operation uses less than 3 Wh energy per day, ensuring performance in any location, including in shade and under cloud cover performance in any location, including in shade and under cloud cover
- Patented Skip-a-Cycle Battery Skip-a-Cycle Battery management technology protects against energy management technology protects against energy management battery damage battery damage
- 28 Ah sealed lead acid, maintenance-free extended life battery with 28 Ah sealed lead acid insulation for optimized performance (up to 5-year) insulation for optimized performance (up to 5-year)
- Solar panel (40 W) Solar panel (40 W)
- Solar panel protected by polycarbonate bubble Solar panel protected by polycarbonate bubble
- Self-powered unit requires no wiring Self-powered unit requires no wiring

## Options and Accessories Options and Accessories

- Chute disposal interface Chute disposal interface
- Custom Graphic Wraps, Message Panels, and Stickers Custom Graphic Wraps, Message Panels, and Stickers
- Wheeled Interior Lift Bin (bar and comb styles) Wheeled Interior Lift Bin (bar and comb styles)
- AC Adapter for indoor use AC Adapter for indoor use

- Ashtray and Sticker Plates Ashtray and Sticker Plates
- Security Plates Security Plates
- On Deck Other Bins On Deck Other Bins



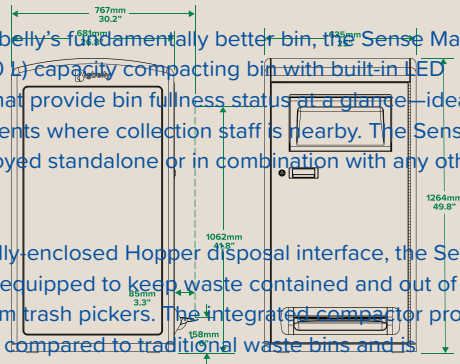
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- Shipping Weight: 290 lbs (132 kg)
- Bin Volume (Hopper or Chute): 32 gal (120 L)

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Hopper, Chute, Waste, Single-Stream Recycling, or Compostor Compost



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Chute Disposal Interface with Foot Pedal

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- Hopper Opening: 15"W x 5"H x 6"D (381 mm x 127 mm x 152 mm)
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## Bigbelly Sense Max



FULLY ENCLOSED



FULLNESS INDICATOR



COMPACTOR

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  - Up to 36" (915 mm) of water with only minor damage to electronicsUp to 36" (915 mm) of water with only minor damage to electronics

## Materials

- Bins are made of galvanized sheet metal with a powder-coat finish.Bins are made of galvanized sheet metal with a powder-coat finish.
- Hopper disposal interface is made of heavy-duty, recycled plastic.Hopper disposal interface is made of heavy-duty, recycled plastic.
- Leak-proof interior bin made of low-density polyethylene (LDPE) plasticLeak-proof interior bin made of low-density polyethylene (LDPE) plastic

## Power and Electronics

- Average operation uses less than 3 Wh energy per day, ensuring Average operation uses less than 3 Wh energy per day, ensuring performance in any location, including in shade and under cloud coverperformance in any location, including in shade and under cloud cover
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- 28 Ah sealed lead acid, maintenance-free extended life battery with 28 Ah sealed lead acid insulation for optimized performance (up to 5-year)insulation for optimized performance (up to 5-year)
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- Chute disposal interfaceChute disposal interface
- Custom Graphic Wraps, Message Panels, and StickersCustom Graphic Wraps, Message Panels, and Stickers
- Wheeled Interior Lift Bin (bar and comb styles) Wheeled Interior Lift Bin (bar and comb styles)
- AC Adapter for indoor useAC Adapter for indoor use

Ashtay and Stillup Plates, Ashtray and Stillup Plates

Security Plates Security Plates -40°F to +185°F (-40°C to +85°C)

On Deck Other Plates



Unit Type	Capital (5 Year)	Connect-Rental(5 Year)
Element	\$1,642	\$52/mo.
Sense	\$2,578	\$72/mo.
Sense Max (No Software)	\$4,462	\$115/mo.
Smart	\$3,090	\$79/mo.
Smart Max (Connected to Software)	\$5,077	\$125/mo.

**Accessories**

Message Panel (1 Panel)	\$326	\$8.56/ mo.
Partial Wrap (1 panel)	\$160	\$4.50/mo.



# Action Request

**Requesting Department:**

Parks and Recreation

**Submitted By:**

Garrett Thelen

**Meeting Date:**

June 3, 2026

**Agenda Item:**

Parks & Recreation Services - 12E3.1 Report - Accept Bid for Painting Services

**Agenda Item #:**

12E3.1

**Meeting Type:**

City Council Regular

**Attachments:**

Bid Packet, Bid Results, Contract Template

**Suggested Caption / Motion / Recommendation:**

It is recommended that Council accept the low bid from Dave Cole Decorators, Inc. for painting services throughout City of Holland managed properties, approve the contract with Dave Cole Decorators, Inc. for painting services at an hourly rate of \$85.00 with a 15% material markup, subject to approval as to form by the City Attorney, and authorize the Mayor and City Clerk to execute the contract on behalf of the City.

**Summary of Request:**

It is recommended that Council accept the low bid from Dave Cole Decorators, Inc. for city-wide painting services, approve the contract with Dave Cole Decorators, Inc. for painting services at an hourly rate of \$85.00 with a 15% material markup, subject to approval as to form by the City Attorney, and authorize the Mayor and City Clerk to execute the contract on behalf of the City.

The City of Holland solicited bids for city-wide painting services to provide hourly painting services throughout all City managed properties. The contract will be for a three-year term with an option to extend for an additional two years. The intent of this bid structure is to provide a consistent contractor for routine painting services while reserving the ability for the City to separately bid larger capital improvement projects as needed.

Bids were opened on May 26, 2026. Dave Cole Decorators, Inc. submitted the only bid received. The submitted bid included an hourly labor rate of \$85.00 and a 15% material markup. Staff reviewed the submitted bid, qualifications and references and determined the bid to be complete and responsive to the City's needs. Dave Cole Decorators, Inc. has experience performing painting services and demonstrated the ability to provide timely service across a variety of City facilities and properties.

**Financial Information:**

Total Cost:

General Fund Cost:

Included in Budget:  Yes  No  N/A

If not included in budget, recommended funding source:

**Action is related to the Strategic Plan and Business Plan:**

Goal:

4: To Provide Quality Services to All Stakeholders

Objective:

4.3: Parks and Recreation - provide a beautiful community with ample leisure and recreation options. Provide well-maintained facilities for staff to serve the community.

City Manager:

Recommended

Not Recommended

Without Recommendation

Board / Commission / Committee Approval Date:

**Board / Commission / Committee Name:**

N/A



Finance Office  
Lynn McCammon DIRECTOR

BID FORM  
CITY OF HOLLAND  
Purchasing Office

05/26/2026

Date of Bid

COPY

Purchasing Coordinator  
Purchasing Office  
270 S. River Avenue  
Holland, MI 49423

We, the undersigned, being familiar with specifications and conditions for bidding, propose to provide painting services for the City of Holland facilities in accordance with said specifications, and submit a bid therefore as follows:

Regular hourly rate Inside and Outside Rate \$ 85.00

Year over Year Increase (Percent) % 3

Materials markup % % 15

References

Please Add 3 References below or attach a separate page. Include (Name, Business & Contact information.)

This bid is net, F.O.B. – Holland, Michigan

This bid is firm for a period of thirty (30) days from the date of the bid opening and will not be withdrawn, modified or altered after the bid opening.

Signature of Bidder [Signature]

Company Represented Dave Cole Decorators, Inc.

Company Mailing Address 325 Martindale Street

Sparta, MI 49345

Company Telephone Number (616) 329-4144

Email Address tony@dcd-inc.com



Finance Office  
Lynn McCammon DIRECTOR

April 14, 2026

TO: PROSPECTIVE FIRMS

RE: **CITY OF HOLLAND PAINTING SERVICES BID**

The City of Holland will receive sealed bids from prospective bidders for Painting Services for the City of Holland.

The bids will be received at the **FINANCE OFFICE IN THE CITY HALL BUILDING, 270 S. RIVER AVENUE, HOLLAND, MICHIGAN** until **11:00 A.M., Tuesday, May 26, 2026** at which time they will be publicly opened and read. You are invited, but not required, to attend said bid opening.

Bids must be on the "BID FORM" provided and be submitted in a sealed envelope that is plainly marked "**Painting Services Bid**".

All bids are to be net, F.O.B. – Holland, Michigan.

Bids are to be irrevocable for a period of thirty (30) days from the date of the bid opening and shall not be withdrawn, modified, or altered after the bid opening. In case of default by the selected vendor, the City of Holland may procure its requirements from another vendor, without going through additional bidding procedures, and hold the original vendor liable for any increased costs.

The City of Holland reserves the right to accept or reject any or all bids, to waive any irregularities/informalities in the bids received and to split the bid if deemed desirable by the City.

Contracts and Purchase Orders shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, the items set forth in Section 2-48 (Award of contracts and Purchases) and Section 2-48.1 (Preference for Local Bidders/Holland- Based Businesses) of the Ordinance Code of the City of Holland shall be considered.

The City of Holland reserves the right to consider use of the State of Michigan contract Purchasing Program or other purchasing programs available to Michigan local units of government that have met bid requirements for identical vehicles/equipment.

Lynn McCammon  
Purchasing Coordinator  
(616)355-1377



## City of Holland Parks Painting Services Bid Scope of Work

### Overview

The City of Holland is seeking bids from Painting Contractors to provide hourly rates for painting services to be done throughout the entirety of all City of Holland managed property. **This contract will be for a period of three years, with an option to extend for two additional year, from the time it is awarded.** It is intended that all painting services needed by the City of Holland other than project work that is specifically bid, be handled under this bid structure. All bidders must show evidence of proper licenses and insurance.

### Costs

The contractor shall provide a cost for Labor and Materials that is all-inclusive (i.e. no additional fuel surcharges, truck fees, etc). In an unusual event, specialized equipment is needed for a project, written approval must be obtained in advance. The contractor shall include any up-charge percentages (markups), if any, that the City of Holland may incur on materials purchased by the contractor. The City of Holland reserves the right to purchase materials directly from its suppliers if favorable to the City as determined by the City of Holland.

### Large Projects

The City of Holland reserves the right to seek sealed bids on larger projects (over \$20,000), as deemed to be in the interest of either party, but most painting service work in all departments and all properties are intended to be included in the scope of service requested in this bid.

### Permits

The contractor is responsible for acquiring all needed and appropriate permits for work to be completed, if necessary, at the City of Holland's expense (without markup).

### Bid Information Required

The contractor shall supply for bidding purposes a cost for the following:

- Regular business hours fee (Specify if indoor & outdoor is different)
- Materials markup percentage (if any)
- Three References

### Work History

Contractors with a history of work in the public sector will be given preference.

### Selection Process

Bids will be evaluated on the regular hourly rate (lowest), materials markup percentage and references. In addition, the Parks and Recreation administrative team will hold interviews with potential awardees and evaluate the contractor's ability to work with the City's team to perform the contractual services required in a manner acceptable to the City.



### **Insurance**

The contractor shall agree to defend, indemnify, and hold harmless the City of Holland, including its officers, agents, and employees from any and all liabilities that may result from the contractor's work as proposed herein. This covenant of indemnification shall include any reasonable attorney fees and costs incurred in defense of any actions, claims, or liability by the City.

The contractor shall maintain worker's compensation insurance on all employees who work or perform services under the proposed purchase order or contract. All liability insurance required herein shall name the City of Holland, its officers, agents, and employees as additionally insured, and shall be in the form of a comprehensive, general, and automobile bodily injury and property damage policy, and shall provide that the City receive not less than ten (10) days prior written notice in the event of cancellation or change in terms thereof.

Said policy shall be for the following minimum limits:

Comprehensive General Liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, with a combined aggregate per occurrence of not less than \$1,000,000, and property damage insurance in an amount not less than \$1,000,000.

Evidence of an approved insurance policy shall be submitted by the successful bidder and approved by the City of Holland prior to the commencement of the work as herein proposed. All general liability insurance shall waive subrogation against the City.

**Should you have any questions, please contact Garrett Thelen, Assistant Director of Parks and Recreation at 616-355-1135.**



BID FORM  
CITY OF HOLLAND  
Purchasing Office

\_\_\_\_\_ Date of Bid

Purchasing Coordinator  
Purchasing Office  
270 S. River Avenue  
Holland, MI 49423

We, the undersigned, being familiar with specifications and conditions for bidding, propose to provide painting services for the City of Holland facilities in accordance with said specifications, and submit a bid therefore as follows:

**Regular hourly rate** \$ \_\_\_\_\_

**Year over Year Increase (Percent)** % \_\_\_\_\_

**Materials markup %** % \_\_\_\_\_

**References**

Please Add 3 References below or attach a separate page. Include (Name, Business & Contact information.)

This bid is net, F.O.B. – Holland, Michigan

This bid is firm for a period of thirty (30) days from the date of the bid opening and will not be withdrawn, modified or altered after the bid opening.

Signature of Bidder \_\_\_\_\_

Company Represented \_\_\_\_\_

Company Mailing Address \_\_\_\_\_

\_\_\_\_\_

Company Telephone Number \_\_\_\_\_

Email Address \_\_\_\_\_



## **Section 2-48 of the Ordinance Code of the City of Holland**

### Section 2-48 Award of Contract or Purchases.

Contracts and purchases shall be awarded to the lowest responsible bidder. In determining "lowest responsible bidder", in addition to price, the purchasing coordinator or the City Council shall consider:

- a. The bidder's ability, capacity and skill to perform the contract or provide the supplies, material, equipment or services required promptly, or within the specified time, without delay or interference.
- b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c. The bidder's previous and existing compliance with contracts, purchase orders or service.
- d. The bidder's previous and existing compliance with laws and ordinances relating to contracts, purchase orders or services;
- e. The sufficiency of the financial resources of the bidder to perform the contract or provide the supplies, materials, equipment or services.
- f. The availability and adaptability of the supplies, materials, equipment or contractual services to the particular use required.
- g. The bidder's ability to provide future maintenance and service for the use of the subject of the contract.
- h. The number and/or scope of conditions attached to the bid by the bidder.
- i. The brand, make or type of product being proposed by the bidder, and its compatibility with other similar materials or equipment currently owned and operated by the City.

If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to the local bidder, if any. In all other cases of tied bids, the contract or purchase shall be awarded to one of the tied bidders by drawing lots in public.

#### Sec. 2-48.1. Preference for local bidders/Holland-based businesses.

(a) *Purpose.* The city finds that its purchasing practices should encourage local vendors to provide goods and/or services to the city, resulting in increased economic activity through more local jobs, tax revenues, and expenditures, and to entice businesses to relocate to the city.

(b) *Definition.* Holland-based business means a physical and economic relationship to Holland determined by a verifiable business address (not a P.O. box) within the corporate boundaries of the city, activities carried out in Holland substantial enough to consider it a Holland-based business, and the payment of city property taxes for not less than one year immediately prior to the date of the bid submittal. A Holland-based business shall also include a local vendor which



is located outside the geographic boundaries of the City of Holland but within the geographic boundaries of the Macatawa Area Coordinating Council and the governmental unit in which such local vendor is located has an ordinance or a purchasing policy which grants a similar local vendor preference to Holland-based businesses as defined in the first sentence of this paragraph.

(c) *Exceptions.*

(1) Purchases resulting from exigent emergency conditions where any delay in completion or preference would jeopardize public health, safety or welfare of the citizens of the city, or where in the judgment of the manager or his designee the operational effectiveness of a city department or division or a significant city function would be seriously threatened if a purchase was not made expeditiously.

(2) Purchases from any sole source supplier for supplies, materials, or other equipment.

(3) Purchases made through the state's extended purchasing program, or other cooperative purchasing contractual agreements utilized or initiated by the purchasing division.

(4) The procurement of goods and services utilizing the request for proposal (RFP) or best value quote processes where the award is based on criteria other than lowest cost, unless the original solicitation contains the criteria used to affect Holland-based preference.

(5) Bid solicitations that utilize federal funding that prohibits awards based on local preference criteria.

(6) Bid solicitations that utilize "life cycle cost" as the basis of award in place of submitted bid price.

(d) *Preference.* When sealed bids are received under section 2-46, the following shall apply:

(1) The person or business submitting the lowest responsive, responsible bid, according to the requirements of the bidding documents, shall be deemed the lowest bidder. If the lowest bidder is not a Holland-based business, any Holland-based business with a bid within two percent (2%) of the lowest bid shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder. A lowered bid by a Holland-based business which is premised upon, in whole or in part, changes to or variances to the bid specifications, contract requirements, or scope of work shall be considered non-responsible and will not be considered.

(2) If such a Holland-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsive and responsible Holland-based business with a bid within two percent (2%) of the lowest bid shall be deemed the lowest bidder, if it agrees to reduce its bid to match the bid of the lowest bidder.

(3) If no responsive and responsible Holland-based business within two percent (2%) of the lowest bid agrees to reduce its bid, then the contract shall be awarded to the person or business with the lowest, most responsive and responsible bid.



(4) No contract awarded pursuant to this section shall be sublet in any matter that permits 50 percent or more of the dollar value of the contract to be performed by a subcontractor or subcontractors who do not meet the definition of "Holland-based."

(e) *Additional requirements.* In no event shall a Holland-based business be awarded a contract if the business is not current on real and personal property taxes owed to the city.

(f) *Rights of city.* This section shall not waive or constrain, in any manner, the right and prerogative of the city to reject any and all bids or proposals, to reject a bid not accompanied by required bid security or other documentation or data required by the bidding documents, or to reject a bid which is in any way incomplete, irregular, not responsive or not a lowest responsible bidder as defined by Section 2-48 of the Ordinance Code.

(g) *Rules and Regulations.* The city manager, in conjunction with the purchasing coordinator, may prescribe rules and regulations to implement and carry out the intent and purpose of this section. Such rules and regulations shall be consistent with the City Charter and all applicable city ordinances.

*"The City of Holland, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Sub Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation will and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award"*

**CITY OF HOLLAND  
CONSTRUCTION SERVICES CONTRACT**

This Construction Services Contract (“Contract”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **City of Holland**, a Michigan municipal corporation, Michigan (“Owner”), which has offices located at 270 S. River Avenue, Holland, MI 49423 and Dave Cole Decorators, a Michigan corporation (“Contractor”), which has offices located at 325 Martindale St. NW, Sparta, MI, 49345.

In consideration of the promises below, the parties mutually agree as follows:

**Article 1-Scope of Services / Statement of Work**

The Contractor shall perform the scope of services (“Work”) described in the following exhibits:

Labor and material as described in the attached Invitation to Bid or Request for Proposal (**Exhibit A**) and the Contractor’s proposal (**Exhibit B**)-.

**Article 2-Compensation**

2.1) Owner shall pay to the Contractor for Work performed pursuant to this Contract, the stipulated sum of \_\_\_\_\_ Dollars (\_\_\_\_\_) which shall be billed monthly in itemized billings to the Owner as work is completed. Execution and subsequent payment of this task will be authorized by the Owner Representative designated in Article 3 as required for project completion. Any retainage required by **Exhibit A** shall not exceed the limits impose by MCL 125.1561, *et seq.*, to the extent applicable.

2.2) All changes to the scope of Work must be submitted to the Owner Representative and approved in writing by the Owner.

2.3) No payments will be made to the Contractor until the Certificates of Insurance have been received by the Owner. If the insurance furnished by the Contractor expires or is cancelled during the term of the Contract, Work and related payments will be suspended until insurance certificates evidencing renewal of coverage are submitted and accepted by the Owner.

**Article 3-Responsibility and Reporting of the Contractor**

3.1) The Contractor is responsible to Garrett Thelen (the “Owner Representative”) and will cooperate and confer with him/her as necessary to insure satisfactory Work progress. The Contractor’s contact person is Tony Shupe.

3.2) All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor’s name. All reports made in connection with the Work are subject to review and final approval of the Owner.

3.3) The Owner may review and inspect the Contractor’s activities during the term of the Contract. Owner may audit and inspect Contractor’s records and accounts covering reimbursable costs for a period of six months following the completion of Contractor’s Work. The purpose of any such audit shall be only for verification of such costs. Contractor shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or as a percentage of other costs.

3.4) When applicable and requested by the Owner, the Contractor will submit a final written report.

**Article 4-Term/Termination**

4.1) The term of this Contract shall commence on the date of this Contract and shall be completed on or before \_\_\_\_\_. Changes in the time of completion shall be in writing between the Owner and Contractor. Time is of the essence in the performance of the Work.

4.2) The Owner may terminate this Contract without cause by giving 30 days written notice to the Contractor. In the event of termination by the Owner, the Contractor shall be paid for the portion of the Work it has satisfactorily

completed through the effective date of termination, as determined by the Owner. In the event of a default under the terms and conditions of this Contract, Owner may send a written notice of termination to the Contractor indicating that the Contract will be terminated within ten (10) days unless Contractor makes corrective action or cures the default specified in the notice of default.

4.3) Upon giving or receiving a termination notice, the Contractor shall promptly discontinue all services affected unless the notice directs otherwise, and shall promptly deliver or otherwise make available to the Owner all data, specifications, calculations, reports, estimates, summaries, and such other information and materials as the Contractor or its subcontractors may have accumulated in performing the Work under this Contract, whether completed or in progress, and shall also make available all equipment and/or materials purchased specifically for the project where the Owner has reimbursed the Contractor therefor. The Owner may thereafter, in its sole option, take over the Work and prosecute the same to completion by whatever means it chooses. Contractor shall have the right, during the termination notice period, to complete such analyses and records as necessary to place its files in order and to produce a report of services completed to the date of termination. In the event that the cost incurred by Owner to complete the Work exceeds the remaining unpaid compensation to be paid to the Contractor pursuant to paragraph 2.1, the Contractor shall be liable for the additional cost incurred by the Owner, including reasonable attorney's fees and costs incurred by the Owner in the termination and enforcement of the Contract.

#### **Article 5-Conditions of Performance**

5.1) The Contractor is [licensed and certified, if applicable] [licensed in the State of Michigan] to provide the required manpower, services, equipment, material, and expertise to perform the Work. The Contractor affirmatively represents to the Owner that it has the knowledge, skill and expertise to perform the Work in accordance with this Contract.

5.2) The Contractor acknowledges that the Work to be performed by the Contractor shall, at all times, be in compliance with the requirements of all applicable safety, environmental, federal, state, and local laws, ordinances, rules, regulations, and standards of the Owner during the term of this Contract. The Contractor shall be responsible to dispose of all materials in accordance with disposal methods in full compliance with federal, state, and local environmental requirements. Upon disposal, Contractor shall submit to the Owner a report which describes the location and methodology which has been used by the Contractor for the disposal of the materials. The Contractor shall maintain books and records relating to its performance under this Contract for a period not less than three (3) years after the expiration of the term of this Contract and shall make copies of such records available to the Owner, upon request.

5.3) Contractor acknowledges that it has made an independent investigation relative to the nature and difficulties of the Work to be performed and assumes all cost and risk in the performance of the Work during the term of the Contract.

5.4) In performing the Work, Contractor shall exercise that degree of care and skill ordinarily exercised under similar circumstances by experienced professionals with the same degree of expertise and experience of the Contractor performing substantially similar services under similar circumstances ("Standard of Care"). Except for the foregoing warranty, no representation, warranty, guarantee or condition, express or implied, as to the quality or nature of the Work or otherwise, is given, undertaken or made by Contractor, and all other representations, warranties, conditions and terms are excluded and denied. Notwithstanding the foregoing, nothing contained herein shall eliminate Contractor's obligation to perform all Work in accordance with the terms and conditions of this Contract.

5.5) Contractor shall perform the Work in accordance with terms of this Contract and all materials and equipment furnished under this Contract shall be new, unless otherwise specified, of good quality and in conformance with the requirements of this Contract, and free from defective workmanship and materials

5.6) In addition to the requirements of the Owner's "General Conditions", if any, in the event the Contractor fails to perform the Work in accordance with the Standard of Care or the terms of this Contract or the Work fails to perform as intended, for a period of one (1) year following completion of the Work, the Contractor shall correct, re-perform, or re-do the Work as may be required to conform to the Standard of Care and terms of this Contract and perform as intended. This warranty shall not be in lieu of any specific equipment warranties which may be applicable to the goods supplied by the Contractor.

5.7) The Contractor and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this provision may be regarded as a material breach of the Contract to the extent required or allowed by MCL 37.2209, MCL 37.2605 and MCL 37.2704.

#### Article 6-Insurance, Indemnification and Bonds

6.1) The Owner and the Contractor acknowledge that the Contractor is an independent contractor in all of the Contractor's activities and that in the course of such activities, at no time does the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor become the agents of the Owner for any purpose, and at no time shall the Owner become liable in any manner whatsoever for any of the actions or activities of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor. In the event any person shall undertake to hold the Owner liable for any willful misconduct or negligent performance of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor, the Contractor expressly agrees to hold the Owner harmless of and from any such liability. The Contractor also agrees to save, indemnify, and hold harmless the Owner, its agents, officers, and employees from any claim, action, or liability arising out of or connected with its negligent performance under the terms, conditions, and agreements of this Contract resulting in losses or injuries to persons (including death) or property. In addition thereto, the Contractor agrees to purchase liability insurance, specified in this Contract, to insure against losses arising out of the negligent performance of the Contractor's services and that of its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor, during the term of this Contract. This covenant of indemnification shall include reasonable attorney's fees and costs incurred by the Owner in defense of such claim, action or liability. Nothing contained in this paragraph shall require the Contractor to defend the Owner from claims, or to assume any liability to the Owner or any other party for any amount greater than the degree of fault of the Contractor or his respective sub-consultants or subcontractors, pursuant to MCL 691.991.

6.2) The Contractor shall, throughout the period of this Contract, procure and maintain commercial general liability, automotive liability, excess liability, and pollution liability insurance covering any and all operations of the Contractor, its agents and employees, with minimum liability limits as set forth below; and require that any subcontractor comply fully with the provisions of this paragraph. The Contractor shall also procure and maintain, throughout the period of this Contract, workers' compensation and employers liability insurance coverage for all of its employees involved in the performance of this Contract. Certificates of Insurance evidencing all lines of coverage shall be provided to the Owner and respective insurance shall be maintained to provide coverage as set forth below. **The City of Holland and its directors, officers, agents and employees shall be named as additional insureds of all applicable insurance policies (except workers compensation). The Contractor and any of its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the Owner, its directors, officers, agents, and employees and against other contractors and subcontractors.** All insurance policies and certificates must include an endorsement providing thirty (30) days prior written notice to the Owner of cancellation and/or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction in coverage, and it shall not resume operations until new insurance is in full force and effect. The insurance coverage provided by the Contractor shall be primary. In the event of a request by the Owner, the Contractor shall produce copies of all insurance policies pursuant to the Certificate of Insurance.

6.3) The limits of liability for the insurance required by this Contract shall be for not less than the following amounts or greater where required by Laws and Regulations:

6.3.1) Workers' Compensation:

Workers Compensation: Statutory  
Employer's Liability: \$500,000.00 each Accident / each Employee / Policy Limit

6.3.2) Commercial General Liability (including Products Completed and Operations Liability):

\$1,000,000.00 Each Occurrence  
\$2,000,000.00 Aggregate

6.3.3) Commercial Automobile Liability:

\$1,000,000.00 Each Accident

This insurance coverage shall not be required unless the Contractor uses a motor vehicle in the performance of the Work. Policies shall be written on a comprehensive form to include hired and non-owned vehicles.

6.3.4) Excess Liability Coverage:

\$5,000,000.00 Each Occurrence

\$5,000,000.00 Aggregate

6.3.5) Pollution Liability

Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three (3) years after final completion. The limits of liability shall be for not less than:

\$1,000,000 Each Occurrence

\$1,000,000 Annual Aggregate

#### **Article 7-Successors and Assigns**

This Contract is binding on the Owner and the Contractor their successors and assigns. Neither the Owner nor the Contractor shall assign or transfer its interest in the Contract without written consent of the other.

#### **Article 8-Changes in Scope or Schedule of Services**

8.1) The Owner may require changes in the scope or schedule of the Work of the Contractor. Changes that are mutually agreed upon by the Owner and the Contractor, including any decrease or increase in the amount of the Contractor's compensation, will be incorporated into this Contract by written amendments. No changes to the Work, time for performance, compensation or other terms of this Contract shall be binding upon the Owner unless approved in writing by the Owner.

8.2) The Owner may request resolution of any dispute under this Contract by a designated agent of those matters specified in MCL 125.1564 (3) and (4) under the procedures set forth in MCL 125.1564.

#### **Article 9-Extent of Contract**

9.1) This Contract represents the entire agreement between the Owner and Contractor and supersedes all prior representations, negotiations or agreements, whether written or oral.

9.2) The documents constituting the Contract between the Contractor and the Owner shall include the following:

9.2.1) This Contract pages 1 to 5.

9.2.2) The Owner's Invitation to Bid or Request for Proposal (**Exhibit A**)

9.2.3) The Contractor proposal (**Exhibit B**)

9.2.4) Certificate of Liability Insurance (**Exhibit C**)

9.3) This Contract shall be interpreted under the laws of the state of Michigan. The District or Circuit Court for the County of Ottawa shall be the forum of exclusive jurisdiction to interpret or enforce the terms of this Contract.

9.4) Should there be any conflict between the terms of this Contract and the Exhibits, priority shall be given first to this Contract, then **Exhibit A** and then **Exhibit B**. Should there be any conflict between the terms of this Contract and any terms and conditions provided by the Contractor, the terms contained herein shall prevail.

**Article 10-Execution of Contract**

10.1) Execution of this Contract shall constitute a contract between the Contractor and the Owner.

10.2) Counterpart Execution. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all counterparts, when taken together, will constitute one same Contract. The parties agree that signatures on this Contract may be delivered by facsimile or electronically in lieu of an original signature and agree to treat facsimile or electronic signatures as original signatures that bind them to this Contract.

10.3) This Contract is executed on the date and year noted in the first paragraph of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

**OWNER:**

**CITY OF HOLLAND**

By \_\_\_\_\_  
Nathan Bocks  
Its: Mayor  
Date: \_\_\_\_\_, 2024

By \_\_\_\_\_  
Brenda Katerberg  
Its: City Clerk  
Date: \_\_\_\_\_, 2024

**CONTRACTOR:**

\_\_\_\_\_  
By \_\_\_\_\_  
Its \_\_\_\_\_  
Date: \_\_\_\_\_, 2024

APPROVED AS TO FORM  
CITY OF HOLLAND

By: \_\_\_\_\_  
Vincent L. Duckworth  
City Attorney  
Date: \_\_\_\_\_, 2024



# Action Request

**Requesting Department:**

Parks and Recreation

**Submitted By:**

Garrett Thelen

**Meeting Date:**

June 3, 2026

**Agenda Item:**

Parks & Recreation Services - 12E3.2 Report - Accept Bid for Van Raalte Trail Reconstruction

**Agenda Item #:**

12E3.2

**Meeting Type:**

City Council Regular

**Attachments:**

Bid Sheets, Bid Packet, Contract Template, Budget Sheet

**Suggested Caption / Motion / Recommendation:**

It is recommended that Council accept the low bid from Denny’s Excavating Inc. for Van Raalte Farm Trail Reconstruction services, approve the contract with Denny’s Excavating Inc. for Van Raalte Farm Trail Reconstruction services at a unit price of \$32.00 per linear foot, subject to approval as to form by the City Attorney, and authorize the Mayor and City Clerk to execute the contract on behalf of the City.

**Summary of Request:**

It is recommended that Council accept the low bid from Denny’s Excavating Inc. for Van Raalte Farm Trail Reconstruction services, approve the contract with Denny’s Excavating Inc. for Van Raalte Farm Trail Reconstruction services at a unit price of \$32.00 per linear foot, subject to approval as to form by the City Attorney, and authorize the Mayor and City Clerk to execute the contract on behalf of the City.

The project consists of approximately 5,000 to 10,000 linear feet of trail reconstruction throughout the park property. The 5,000 to 10,000 linear foot range is provided to balance this trail work with other priorities at Van Raalte Farm. Work generally includes site preparation, installation of crushed concrete base material, chips and fines trail surfacing, timber edging, minor drainage improvements and trail restoration work. This project is part of a much larger effort at Van Raalte Farm that includes boardwalk replacement, bridge installation, signage replacements and drainage repairs.

Bids were opened on May 26, 2026. Four bids were received:

- Denny’s Excavating Inc. – \$32.00 per linear foot
- Terracon LLC – \$32.00 per linear foot
- Quantum Excavating – \$34.90 per linear foot
- Wolf Creek Landscape Services, LLC – \$52.50 per linear foot

Staff reviewed all submitted bids and qualifications. Denny’s Excavating Inc. and Terracon LLC submitted identical low bids of \$32.00 per linear foot. Both firms were interviewed and staff is recommending Denny’s Excavating Inc. for the project. While both contractors were qualified and submitted competitive bids, Denny’s Excavating Inc. has extensive direct experience completing trail work at Van Raalte Farm and has served as the primary contractor for similar work within the park over the past 10 years.

**Financial Information:**

Total Cost: \$200,000

General Fund Cost: \$0

Included in Budget:  Yes  No  N/A

If not included in budget, recommended funding source:

**Action is related to the Strategic Plan and Business Plan:**

Goal:

4: To Provide Quality Services to All Stakeholders

Objective:

4.3: Parks and Recreation - provide a beautiful community with ample leisure and recreation options.  
Provide well-maintained facilities for staff to serve the community.

**City Manager:**       **Recommended**       **Not Recommended**       **Without Recommendation**

**Board / Commission / Committee Approval Date:**

**Board / Commission / Committee Name:**



Finance Office  
Lynn McCammon DIRECTOR

BID FORM  
CITY OF HOLLAND  
Purchasing Office

5/26/26

Date of Bid

Purchasing Coordinator  
Purchasing Office  
270 S. River Avenue  
Holland, MI 49423

We, the undersigned, being familiar with specifications and conditions for bidding, propose to provide Trail Reconstruction Services at Van Raalte Farm Park for the City of Holland facilities in accordance with said specifications, and submit a bid therefore as follows:

Price per Linear Foot \$ 32.00

DL I acknowledge that performance bonds and insurance are required for this project.  
(Initial)

References

Please Add 3 References below or attach a separate page. Include (Name, Business & Contact information.)

This bid is net, F.O.B. – Holland, Michigan

This bid is firm for a period of thirty (30) days from the date of the bid opening and will not be withdrawn, modified or altered after the bid opening.

Signature of Bidder Dan Pen

Company Represented Denny's Excavations Inc

Company Mailing Address 9399 136K Ave  
West Olive MI 49460

Company Telephone Number 616-292-7804

Email Address DirtorSnow@Aol.Com



Finance Office  
Lynn McCammon DIRECTOR

BID FORM  
CITY OF HOLLAND  
Purchasing Office

05.26.2026  
Date of Bid

Purchasing Coordinator  
Purchasing Office  
270 S. River Avenue  
Holland, MI 49423

We, the undersigned, being familiar with specifications and conditions for bidding, propose to provide Trail Reconstruction Services at Van Raalte Farm Park for the City of Holland facilities in accordance with said specifications, and submit a bid therefore as follows:

**Price per Linear Foot** \$ 32.00

TDJ I acknowledge that performance bonds and insurance are required for this project.  
(Initial)

**References**

Please Add 3 References below or attach a separate page. Include (Name, Business & Contact information.)

This bid is net, F.O.B. – Holland, Michigan

This bid is firm for a period of thirty (30) days from the date of the bid opening and will not be withdrawn, modified or altered after the bid opening.

Signature of Bidder Tyler LeSond

Company Represented Terracon LLC

Company Mailing Address 10607 Mary Ann St.

Zeeland, MI 49464

Company Telephone Number 616.218.7684

Email Address tyler@terraconllc.com



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/26/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> KEN STULTS	
Benjamin Smith(71403L2) 40 E Lakewood Blvd		<b>PHONE (A/C, NO, EXT):</b> 616-377-7332	<b>FAX (A/C, NO):</b> 616-228-9042
Holland MI 49424-2019		<b>E-MAIL ADDRESS:</b> Kenneth.BSmith5@farmersagency.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b>		<b>INSURER A:</b> Truck Insurance Exchange	21709
TERRACON LLC 10607 MARY ANN ST		<b>INSURER B:</b> Farmers Insurance Exchange	21652
ZEELAND MI 49464		<b>INSURER C:</b> Mid Century Insurance Company	21687
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	607120425	03/21/2026	03/21/2027	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
							OTHER:	\$
B	<b>AUTOMOBILE LIABILITY</b>	Y	Y	607120429	03/21/2026	03/21/2027	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b>						AGGREGATE	\$
	DED	RETENTION \$						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	Y	A02188813	03/21/2026	03/21/2027	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER	\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						Y/N	
	If yes, describe under DESCRIPTION OF OPERATIONS below						N	
								E.L. EACH ACCIDENT
		E.L. DISEASE - EA EMPLOYEE	\$ 500,000					
		E.L. DISEASE - POLICY LIMIT	\$ 500,000					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
ENDORSEMENT FORM GC-20-37 IS INCLUDED IN THE ABOVE REFERENCED POLICIES.

THE CITY OF HOLLAND REFERENCED BELOW ARE INCLUDED AS ADDITIONAL INSUREDS WITH WAIVER OF SUBROGATION. All officials, officers, agents, directors and employees of these referenced organizations are included as Additional Insureds.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
CITY OF HOLLAND Van Raalte Farm Trail Reconstruction 270 S. RIVER AVE HOLLAND MI 49423	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Ken Stults

## REFERENCES

### Van Raalte Farm Trail Reconstruction — City of Holland

Terracon LLC | 10607 Mary Ann St., Zeeland, MI 49464 | (616) 218-7684 | tyler@terraconllc.com

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## REFERENCES

### Scott Post, P.E. — Prein & Newhof

**Phone:** 616-364-8491

**Email:** SPost@preinnewhof.com

*Terracon LLC has completed trails, pathways, sidewalks, parks, and cemetery work in partnership with Prein & Newhof across numerous West Michigan municipalities, including: City of Grand Rapids, City of Wyoming, Plainfield Charter Township, Grand Haven Charter Township, City of the Village of Douglas, Georgetown Charter Township, Holland Charter Township, Park Township, Spring Lake Township, and Zeeland Charter Township.*

*Terracon LLC is also beginning the Cannonsburg Greenway project for Prein & Newhof — a 1.1-mile, 10-foot wide HMA pathway.*

### Fleis & VandenBrink

**Phone:** 616-977-1000

**Web:** fveng.com

*Terracon LLC has completed sidewalks, parking lots, 6x6 timber work, and parks projects in partnership with Fleis & VandenBrink in Saugatuck and Allendale Charter Township.*

### Ryan Ng, Staff Engineer — City of Holland — Transportation Services

**Email:** r.ng@cityofholland.com

*Completed projects for the City of Holland include the Waverly St. Fire Station (curb, underground utilities, driveway reconstruction, and sidewalks) and the Collins Park Fire Station (curb, parking lot, and underground utilities). Terracon LLC will also be beginning the 40th St. Mid-Block Connector project and the 2026 Sidewalk Repair project for the City.*

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*Thank you for the opportunity to submit this bid.*

May 26, 2026

**City of Holland**  
270 S. River Avenue  
Holland, MI 49423

**RE:** Van Raalte Farm Trail Reconstruction — Sealed Bid Submission

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To Whom It May Concern,

Terracon LLC is pleased to submit this bid for the Van Raalte Farm Trail Reconstruction project. Prior to submitting, we conducted a site walk of the park, reviewed the bid map and specifications in detail, and corresponded with City staff regarding project scope. We wanted to ensure our pricing reflects a genuine understanding of the work involved rather than a number based solely on the written documents.

As directed in the bid specifications, our submitted price reflects a blended per-linear-foot rate intended to account for the full range of anticipated work across all trail sections, including grading and resurfacing, stump removal, subgrading, timber edging, and drainage culvert installation.

Through our site review and pre-bid research, we identified several scope items not fully defined in the bid documents. Our rate was developed to account for these variables, and we have noted them below for reference:

- Trail surface treatment — The specifications reference chips & fines surfacing and crushed concrete base, but it is unclear whether all damaged sections are being converted to aggregate surface or restored to natural surface. The labor and equipment involved differ significantly between the two.
- Linear foot measurement — It is unclear whether pricing is expected to cover the full length of each identified trail section or only the specific areas of visible damage within a section.
- Equipment access — Signage at the park appears to restrict motorized use on the trails. We observed the site with a skid steer and mini excavator in mind; confirmation that this equipment is acceptable would be helpful before mobilization.
- Stump and debris scope — Several stumps were observed where trees had been previously cut, with associated logs and debris remaining on-site. It is unclear whether removal includes hauling this material or is limited to the stumps only.
- Existing site activity — During our walk, we noted what appeared to be recent grading work in some damaged trail sections. We have assumed this was interim maintenance and that the contractor will be responsible for the full scope of each assigned phase.

Terracon LLC is open to further discussion following the bid opening. If additional scope clarification becomes available, or if the City wishes to phase the work in a way that allows for more defined pricing per section, we would welcome that conversation.

Thank you for the opportunity to submit this bid. We look forward to the possibility of working with the City of Holland on the Van Raalte Farm trail improvements.

Sincerely,

**Tyler DeJonge**  
Terracon LLC  
10607 Mary Ann Street, Zeeland, MI 49464  
(616) 218-7684 | tyler@terraconllc.com  
[www.terraconllc.com](http://www.terraconllc.com)

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*Thank you for the opportunity to submit this bid*

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Finance Office  
Lynn McCammon DIRECTOR

BID FORM  
CITY OF HOLLAND  
Purchasing Office

05/26/2026  
Date of Bid

Purchasing Coordinator  
Purchasing Office  
270 S. River Avenue  
Holland, MI 49423

We, the undersigned, being familiar with specifications and conditions for bidding, propose to provide Trail Reconstruction Services at Van Raalte Farm Park for the City of Holland facilities in accordance with said specifications, and submit a bid therefore as follows:

Price per Linear Foot \$ 34.90

mp I acknowledge that performance bonds and insurance are required for this project.  
(Initial)

**References**

Please Add 3 References below or attach a separate page. Include (Name, Business & Contact information.)

This bid is net, F.O.B. – Holland, Michigan

This bid is firm for a period of thirty (30) days from the date of the bid opening and will not be withdrawn, modified or altered after the bid opening.

Signature of Bidder [Signature]

Company Represented Quantum Excavating

Company Mailing Address PO Box 321, Douglas MI 49406

Company Telephone Number Office: 269-857-3027 Cell:616-836-3321

Email Address mel@quantumexcavating



P O Box 321  
Douglas MI 49406  
269.857.3027

### Customer References:

Joe Bush  
Ottawa County Water Resources Commissioner  
12220 Fillmore, Rm 141  
West Olive, MI 49460  
Phone: 616-994-4530  
Email: [jsbush@ottawa.org](mailto:jsbush@ottawa.org)

Ken Yonker  
Kent County Drain Commissioner  
775 Ball Ave NE  
Grand Rapids, MI 49503  
Phone: 616-632-7910  
Email: [ken.yonker@kentcountymi.gov](mailto:ken.yonker@kentcountymi.gov)

Chris Machiela  
Allegan County Drain Commissioner  
3283 122<sup>nd</sup> Ave  
Allegan, MI 49010  
Phone: 269-673-0440  
Email: [cmachiela@allegancounty.org](mailto:cmachiela@allegancounty.org)

Jerry Olman  
Environmental Coordinator  
Ottawa County Road Commission  
Phone: 616-842-5400  
Email: [jolman@ottawacorc.com](mailto:jolman@ottawacorc.com)





Finance Office  
Lynn McCammon DIRECTOR

B I D F O R M  
CITY OF HOLLAND  
Purchasing Office

\_\_ May 15, 2026 \_\_  
Date of Bid

Purchasing Coordinator  
Purchasing Office  
270 S. River Avenue  
Holland, MI 49423

We, the undersigned, being familiar with specifications and conditions for bidding, propose to provide Trail Reconstruction Services at Van Raalte Farm Park for the City of Holland facilities in accordance with said specifications, and submit a bid therefore as follows:

**Price per Linear Foot** \$ 52.50

NP I acknowledge that performance bonds and insurance are required for this project.  
(Initial)

**References**

Please Add 3 References below or attach a separate page. Include (Name, Business & Contact information.)

This bid is net, F.O.B. – Holland, Michigan

This bid is firm for a period of thirty (30) days from the date of the bid opening and will not be withdrawn, modified or altered after the bid opening.

Signature of Bidder Nick Pruett

Company Represented Wolf Creek Landscape Services, LLC

Company Mailing Address 11564 Wilson Rd.

Coopersville, MI 49404

Company Telephone Number Phone 616-837-6086 Cell 616-546-5557

Email Address nickp@wolfcreeklandscape.com



11564 Wilson Rd. Coopersville, MI 49404  
Phone 616-837-6086 Email: Office@wolfcreeklandscape.com  
Wolfcreeklandscape.com

**References:**

Andy Kanaar  
Certified Sheet Metal  
231-206-0055

Ron Matthews  
Verplank Trucking  
231-206-3885

Bill Crabtree  
Resource Recovery Corporation  
616-837-1885

**Experience State of Michigan Contracts:**

Ottawa County Road Commission  
Ken Hildebrand  
Operations Superintendent  
616-850-7223  
[khildebrand@ottawacorc.com](mailto:khildebrand@ottawacorc.com)  
Highway Mowing M-31, I-96, I-196  
\$38,000 June 24 through July 24

Jackson County Road Commission  
Jim Couling  
Project Manager – Contracts & Purchasing  
517-740-1926  
[jcouling@mijackson.org](mailto:jcouling@mijackson.org)  
Roadside Mowing \$89,000  
May 24 through July 24

Shiawassee Conty Road Commission  
Jeremy Dietz  
Superintendent of Operations / State Trunkline Foreman  
989-743-2228  
[jdietz@shiawasseeroads.com](mailto:jdietz@shiawasseeroads.com)  
\$97,000 Roadside Mowing  
June 24 through July 24





Finance Office  
Lynn McCammon DIRECTOR

May 11, 2026

TO: PROSPECTIVE FIRMS

RE: **CITY OF HOLLAND TRAIL RECONSTRUCTION BID**

The City of Holland will receive sealed bids from prospective bidders for a Trail Construction Bid at Van Raalte Farm for the City of Holland.

The bids will be received at the **FINANCE OFFICE IN THE CITY HALL BUILDING, 270 S. RIVER AVENUE, HOLLAND, MICHIGAN** until **11:30 A.M., Tuesday, May 26** at which time they will be publicly opened and read. You are invited, but not required, to attend said bid opening.

Bids must be on the "BID FORM" provided and be submitted in a sealed envelope that is plainly marked "**Trail Construction Bid**".

All bids are to be net, F.O.B. – Holland, Michigan.

Bids are to be irrevocable for a period of thirty (30) days from the date of the bid opening and shall not be withdrawn, modified, or altered after the bid opening. In case of default by the selected vendor, the City of Holland may procure its requirements from another vendor, without going through additional bidding procedures, and hold the original vendor liable for any increased costs.

The City of Holland reserves the right to accept or reject any or all bids, to waive any irregularities/informalities in the bids received and to split the bid if deemed desirable by the City.

Contracts and Purchase Orders shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, the items set forth in Section 2-48 (Award of contracts and Purchases) and Section 2-48.1 (Preference for Local Bidders/Holland- Based Businesses) of the Ordinance Code of the City of Holland shall be considered.

The City of Holland reserves the right to consider use of the State of Michigan contract Purchasing Program or other purchasing programs available to Michigan local units of government that have met bid requirements for identical vehicles/equipment.

Lynn McCammon  
Purchasing Coordinator  
(616)355-1377



Finance Office  
Lynn McCammon DIRECTOR

## City of Holland Scope of Work

### Overview

The City of Holland is seeking bids for trail reconstruction work at Van Raalte Farm. The project includes the reconstruction of approximately 5,000 to 10,000 linear feet of trail surfaces at various locations throughout the park property.

### Site Preparation

Remove stumps and subgrade where applicable.

### Base Material

Install crushed concrete base material.

### Trail Surface

Install chips & fines trail surfacing and compact all installed materials.

### Timber Edging

Install 6x6 or 4x6 timber edging along trail edges, at the discretion of the owner, secured with 18-inch rebar stakes (4 per 8-foot timber section). Edging will sit a minimum of 3 inches above grade

### Drainage

Install pass-through drainage as needed, though this work is expected to be minimal, no more than 15 total.

### Trail Width

All reconstructed trails will be 8 feet in width.

### Phasing

Work will be completed in phases, with a minimum of 1,000 linear feet completed per phase. Contractors will be provided a minimum of six month's notice prior to the expected completion timeline for each phase.

### Priority Areas

Areas with significant fall line damage will be prioritized. Work will be completed in areas identified as having the most significant need. An example of trail conditions and priority areas is shown within the trail inventory for Van Raalte Farm.

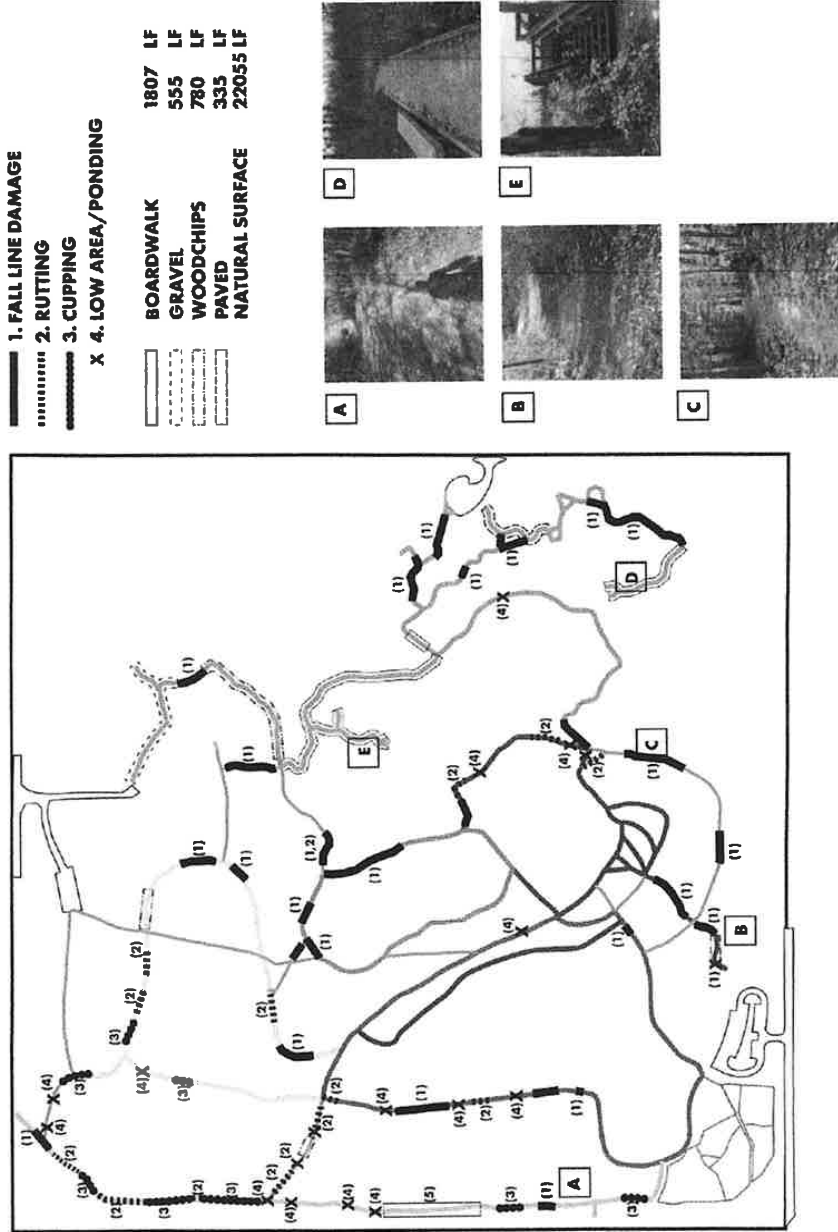
### Materials

All materials will be supplied by the owner. Materials will be delivered by the owner to one of three park entrances: Country Club Road, 16th Street, or 24th Street.

### Project Completion

All work shall be completed by November 1, 2028.

# TRAIL INVENTORY





Finance Office  
Lynn McCammon DIRECTOR

**Permits**

The contractor is responsible for acquiring all needed and appropriate permits for work to be completed.

**Bonds**

Pursuant to Michigan law, MCL 129.201 *et seq.*, before any contract, exceeding \$50,000, for the construction, alteration, or repair of any public building or public work or improvement is awarded, the proposed contractor shall furnish at his or her own cost to the governmental unit a performance bond and a payment bond which shall become binding upon the award of the contract.

**Bid Information Required**

The contractor shall supply for bidding purposes a cost for the following:

- Cost per linear foot
- Certificate of Insurance
- Three References

**Work History**

Contractors with a history of work in the public sector will be given preference.

**Payment**

Payments will be made once an agreed upon phase has been completed.

**Selection Process**

Submitted bids will be reviewed by the City of Holland. Selected firms may be invited to participate in an interview process to help determine overall qualifications, project understanding, experience, and fit for the project. The City reserves the right to select the contractor that it determines is in the best interest of the project and the City.



Finance Office  
Lynn McCammon DIRECTOR

### **Insurance**

The contractor shall agree to indemnify and save harmless the City of Holland, including its officers, agents and employees from any and all liabilities that may result from the contractor's work as proposed herein. This covenant of indemnification shall include any reasonable attorney fees and costs incurred in defense of any actions, claims or liability by the City.

The contractor shall maintain general liability insurance, automobile liability insurance, employer liability insurance, and workers compensation insurance on all employees who work or perform services under the proposed purchase order or contract. The general liability insurance automobile liability, and excess/umbrella liability insurance required herein shall name the City of Holland, its officers, agents and employees as additionally insured, and shall be in the form of a comprehensive, general and automobile bodily injury and property damage policy, and shall provide that the City receive not less than ten (10) days prior written notice in the event of cancellation or change in terms thereof. Said policy shall be for the following minimum limits:

Comprehensive General Liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, with a combined aggregate per occurrence of not less than \$1,000,000, property damage insurance in an amount not less than \$1,000,000, business auto liability insurance in an amount not less than \$500,000, and an umbrella liability policy for no less than \$1,000,000 each occurrence and \$1,000,000 aggregate.

Evidence of an approved insurance policy shall be submitted by the successful bidder and approved by the City of Holland prior to commencement of the work as here in proposed. All general liability insurance, automobile liability, and excess/umbrella liability insurance shall waive subrogation against the City.

**Should you have any questions, please contact Garrett Thelen, Assistant Director of Parks and Recreation at 616-355-1135.**

**Section 2-48 of the Ordinance Code of the City of Holland**Section 2-48 Award of Contract or Purchases.

Contracts and purchases shall be awarded to the lowest responsible bidder. In determining "lowest responsible bidder", in addition to price, the purchasing coordinator or the City Council shall consider:

- a. The bidder's ability, capacity and skill to perform the contract or provide the supplies, material, equipment or services required promptly, or within the specified time, without delay or interference.
- b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c. The bidder's previous and existing compliance with contracts, purchase orders or service.
- d. The bidder's previous and existing compliance with laws and ordinances relating to contracts, purchase orders or services;
- e. The sufficiency of the financial resources of the bidder to perform the contract or provide the supplies, materials, equipment or services.
- f. The availability and adaptability of the supplies, materials, equipment or contractual services to the particular use required.
- g. The bidder's ability to provide future maintenance and service for the use of the subject of the contract.
- h. The number and/or scope of conditions attached to the bid by the bidder.
- i. The brand, make or type of product being proposed by the bidder, and its compatibility with other similar materials or equipment currently owned and operated by the City.

If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to the local bidder, if any. In all other cases of tied bids, the contract or purchase shall be awarded to one of the tied bidders by drawing lots in public.

Sec. 2-48.1. Preference for local bidders/Holland-based businesses.

(a) *Purpose.* The city finds that its purchasing practices should encourage local vendors to provide goods and/or services to the city, resulting in increased economic activity through more local jobs, tax revenues, and expenditures, and to entice businesses to relocate to the city.

(b) *Definition.* Holland-based business means a physical and economic relationship to Holland determined by a verifiable business address (not a P.O. box) within the corporate boundaries

of the city, activities carried out in Holland substantial enough to consider it a Holland-based business, and the payment of city property taxes for not less than one year immediately prior to the date of the bid submittal. A Holland-based business shall also include a local vendor which is located outside the geographic boundaries of the City of Holland but within the geographic boundaries of the Macatawa Area Coordinating Council and the governmental unit in which such local vendor is located has an ordinance or a purchasing policy which grants a similar local vendor preference to Holland-based businesses as defined in the first sentence of this paragraph.

(c) *Exceptions.*

(1) Purchases resulting from exigent emergency conditions where any delay in completion or preference would jeopardize public health, safety or welfare of the citizens of the city, or where in the judgment of the manager or his designee the operational effectiveness of a city department or division or a significant city function would be seriously threatened if a purchase was not made expeditiously.

(2) Purchases from any sole source supplier for supplies, materials, or other equipment.

(3) Purchases made through the state's extended purchasing program, or other cooperative purchasing contractual agreements utilized or initiated by the purchasing division.

(4) The procurement of goods and services utilizing the request for proposal (RFP) or best value quote processes where the award is based on criteria other than lowest cost, unless the original solicitation contains the criteria used to affect Holland-based preference.

(5) Bid solicitations that utilize federal funding that prohibits awards based on local preference criteria.

(6) Bid solicitations that utilize "life cycle cost" as the basis of award in place of submitted bid price.

(d) *Preference.* When sealed bids are received under section 2-46, the following shall apply:

(1) The person or business submitting the lowest responsive, responsible bid, according to the requirements of the bidding documents, shall be deemed the lowest bidder. If the lowest bidder is not a Holland-based business, any Holland-based business with a bid within two percent (2%) of the lowest bid shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder. A lowered bid by a Holland-based business which is premised upon, in whole or in part, changes to or variances to the bid specifications, contract requirements, or scope of work shall be considered non-responsible and will not be considered.

(2) If such a Holland-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsive and responsible Holland-based business with a bid within two percent (2%) of the lowest bid shall be deemed the lowest bidder, if it agrees to reduce its bid to match the bid of the lowest bidder.

(3) If no responsive and responsible Holland-based business within two percent (2%) of the lowest bid agrees to reduce its bid, then the contract shall be awarded to the person or business with the lowest, most responsive and responsible bid.

(4) No contract awarded pursuant to this section shall be sublet in any matter that permits 50 percent or more of the dollar value of the contract to be performed by a subcontractor or subcontractors who do not meet the definition of "Holland-based."

(e) *Additional requirements.* In no event shall a Holland-based business be awarded a contract if the business is not current on real and personal property taxes owed to the city.

(f) *Rights of city.* This section shall not waive or constrain, in any manner, the right and prerogative of the city to reject any and all bids or proposals, to reject a bid not accompanied by required bid security or other documentation or data required by the bidding documents, or to reject a bid which is in any way incomplete, irregular, not responsive or not a lowest responsible bidder as defined by Section 2-48 of the Ordinance Code.

(g) *Rules and Regulations.* The city manager, in conjunction with the purchasing coordinator, may prescribe rules and regulations to implement and carry out the intent and purpose of this section. Such rules and regulations shall be consistent with the City Charter and all applicable city ordinances.

*"The City of Holland, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Sub Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation will and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award"*



Finance Office  
Lynn McCammon DIRECTOR

May 11, 2026

TO: PROSPECTIVE FIRMS

RE: **CITY OF HOLLAND TRAIL RECONSTRUCTION BID**

The City of Holland will receive sealed bids from prospective bidders for a Trail Construction Bid at Van Raalte Farm for the City of Holland.

The bids will be received at the **FINANCE OFFICE IN THE CITY HALL BUILDING, 270 S. RIVER AVENUE, HOLLAND, MICHIGAN** until **11:30 A.M., Tuesday, May 26** at which time they will be publicly opened and read. You are invited, but not required, to attend said bid opening.

Bids must be on the "BID FORM" provided and be submitted in a sealed envelope that is plainly marked "**Trail Construction Bid**".

All bids are to be net, F.O.B. – Holland, Michigan.

Bids are to be irrevocable for a period of thirty (30) days from the date of the bid opening and shall not be withdrawn, modified, or altered after the bid opening. In case of default by the selected vendor, the City of Holland may procure its requirements from another vendor, without going through additional bidding procedures, and hold the original vendor liable for any increased costs.

The City of Holland reserves the right to accept or reject any or all bids, to waive any irregularities/informalities in the bids received and to split the bid if deemed desirable by the City.

Contracts and Purchase Orders shall be awarded to the lowest responsible bidder. In determining the lowest responsible bidder, in addition to price, the items set forth in Section 2-48 (Award of contracts and Purchases) and Section 2-48.1 (Preference for Local Bidders/Holland- Based Businesses) of the Ordinance Code of the City of Holland shall be considered.

The City of Holland reserves the right to consider use of the State of Michigan contract Purchasing Program or other purchasing programs available to Michigan local units of government that have met bid requirements for identical vehicles/equipment.

Lynn McCammon  
Purchasing Coordinator  
(616)355-1377



Finance Office  
Lynn McCammon DIRECTOR

## City of Holland Scope of Work

### Overview

The City of Holland is seeking bids for trail reconstruction work at Van Raalte Farm. The project includes the reconstruction of approximately 5,000 to 10,000 linear feet of trail surfaces at various locations throughout the park property.

### Site Preparation

Remove stumps and subgrade where applicable.

### Base Material

Install crushed concrete base material.

### Trail Surface

Install chips & fines trail surfacing and compact all installed materials.

### Timber Edging

Install 6x6 or 4x6 timber edging along trail edges, at the discretion of the owner, secured with 18-inch rebar stakes (4 per 8-foot timber section). Edging will sit a minimum of 3 inches above grade

### Drainage

Install pass-through drainage as needed, though this work is expected to be minimal, no more than 15 total.

### Trail Width

All reconstructed trails will be 8 feet in width.

### Phasing

Work will be completed in phases, with a minimum of 1,000 linear feet completed per phase. Contractors will be provided a minimum of six month's notice prior to the expected completion timeline for each phase.

### Priority Areas

Areas with significant fall line damage will be prioritized. Work will be completed in areas identified as having the most significant need. An example of trail conditions and priority areas is shown within the trail inventory for Van Raalte Farm.

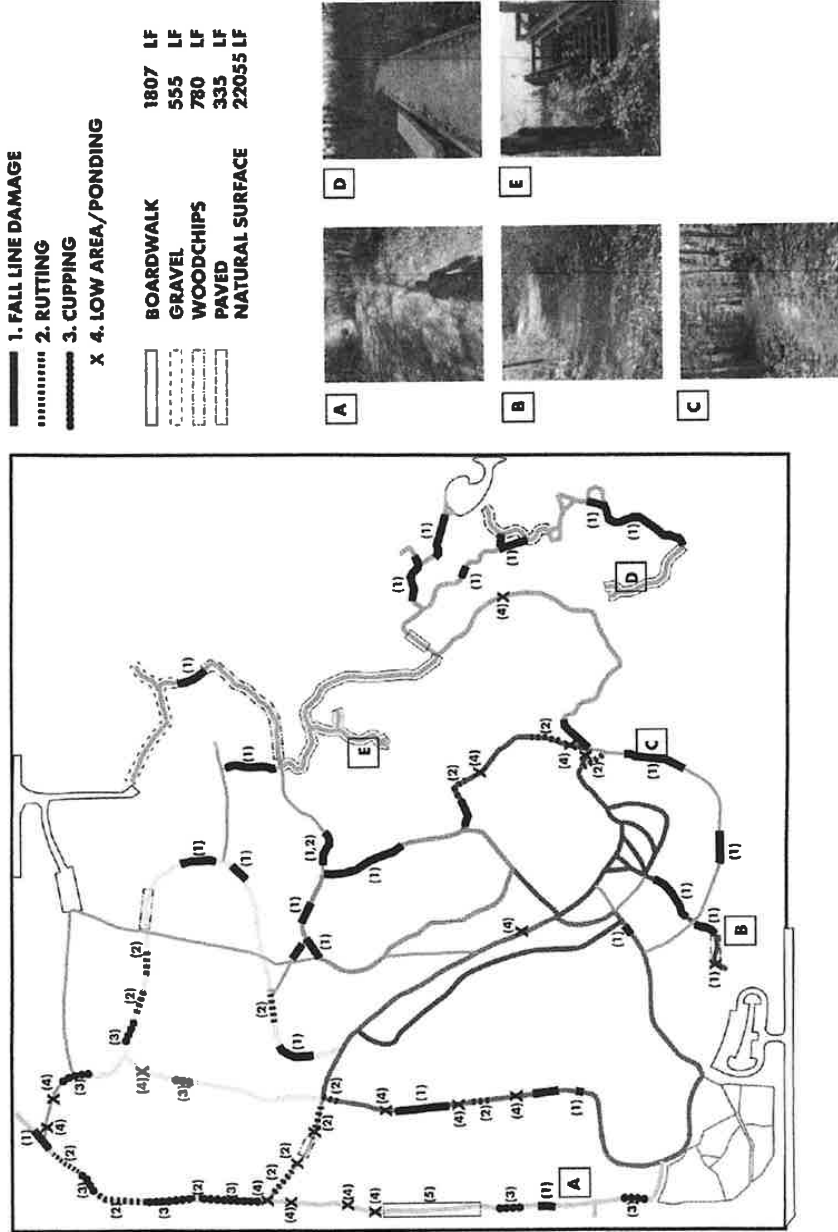
### Materials

All materials will be supplied by the owner. Materials will be delivered by the owner to one of three park entrances: Country Club Road, 16th Street, or 24th Street.

### Project Completion

All work shall be completed by November 1, 2028.

# TRAIL INVENTORY





Finance Office  
Lynn McCammon DIRECTOR

**Permits**

The contractor is responsible for acquiring all needed and appropriate permits for work to be completed.

**Bonds**

Pursuant to Michigan law, MCL 129.201 *et seq.*, before any contract, exceeding \$50,000, for the construction, alteration, or repair of any public building or public work or improvement is awarded, the proposed contractor shall furnish at his or her own cost to the governmental unit a performance bond and a payment bond which shall become binding upon the award of the contract.

**Bid Information Required**

The contractor shall supply for bidding purposes a cost for the following:

- Cost per linear foot
- Certificate of Insurance
- Three References

**Work History**

Contractors with a history of work in the public sector will be given preference.

**Payment**

Payments will be made once an agreed upon phase has been completed.

**Selection Process**

Submitted bids will be reviewed by the City of Holland. Selected firms may be invited to participate in an interview process to help determine overall qualifications, project understanding, experience, and fit for the project. The City reserves the right to select the contractor that it determines is in the best interest of the project and the City.



Finance Office  
Lynn McCammon DIRECTOR

### **Insurance**

The contractor shall agree to indemnify and save harmless the City of Holland, including its officers, agents and employees from any and all liabilities that may result from the contractor's work as proposed herein. This covenant of indemnification shall include any reasonable attorney fees and costs incurred in defense of any actions, claims or liability by the City.

The contractor shall maintain general liability insurance, automobile liability insurance, employer liability insurance, and workers compensation insurance on all employees who work or perform services under the proposed purchase order or contract. The general liability insurance automobile liability, and excess/umbrella liability insurance required herein shall name the City of Holland, its officers, agents and employees as additionally insured, and shall be in the form of a comprehensive, general and automobile bodily injury and property damage policy, and shall provide that the City receive not less than ten (10) days prior written notice in the event of cancellation or change in terms thereof. Said policy shall be for the following minimum limits:

Comprehensive General Liability insurance in an amount not less than \$1,000,000 for injuries, including accidental death, to any one person, and subject to the same limit for each person, with a combined aggregate per occurrence of not less than \$1,000,000, property damage insurance in an amount not less than \$1,000,000, business auto liability insurance in an amount not less than \$500,000, and an umbrella liability policy for no less than \$1,000,000 each occurrence and \$1,000,000 aggregate.

Evidence of an approved insurance policy shall be submitted by the successful bidder and approved by the City of Holland prior to commencement of the work as here in proposed. All general liability insurance, automobile liability, and excess/umbrella liability insurance shall waive subrogation against the City.

**Should you have any questions, please contact Garrett Thelen, Assistant Director of Parks and Recreation at 616-355-1135.**

**Section 2-48 of the Ordinance Code of the City of Holland**Section 2-48 Award of Contract or Purchases.

Contracts and purchases shall be awarded to the lowest responsible bidder. In determining "lowest responsible bidder", in addition to price, the purchasing coordinator or the City Council shall consider:

- a. The bidder's ability, capacity and skill to perform the contract or provide the supplies, material, equipment or services required promptly, or within the specified time, without delay or interference.
- b. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- c. The bidder's previous and existing compliance with contracts, purchase orders or service.
- d. The bidder's previous and existing compliance with laws and ordinances relating to contracts, purchase orders or services;
- e. The sufficiency of the financial resources of the bidder to perform the contract or provide the supplies, materials, equipment or services.
- f. The availability and adaptability of the supplies, materials, equipment or contractual services to the particular use required.
- g. The bidder's ability to provide future maintenance and service for the use of the subject of the contract.
- h. The number and/or scope of conditions attached to the bid by the bidder.
- i. The brand, make or type of product being proposed by the bidder, and its compatibility with other similar materials or equipment currently owned and operated by the City.

If all bids received are for the same total amount or unit price, quality and service being equal, the contract shall be awarded to the local bidder, if any. In all other cases of tied bids, the contract or purchase shall be awarded to one of the tied bidders by drawing lots in public.

Sec. 2-48.1. Preference for local bidders/Holland-based businesses.

(a) *Purpose.* The city finds that its purchasing practices should encourage local vendors to provide goods and/or services to the city, resulting in increased economic activity through more local jobs, tax revenues, and expenditures, and to entice businesses to relocate to the city.

(b) *Definition.* Holland-based business means a physical and economic relationship to Holland determined by a verifiable business address (not a P.O. box) within the corporate boundaries

of the city, activities carried out in Holland substantial enough to consider it a Holland-based business, and the payment of city property taxes for not less than one year immediately prior to the date of the bid submittal. A Holland-based business shall also include a local vendor which is located outside the geographic boundaries of the City of Holland but within the geographic boundaries of the Macatawa Area Coordinating Council and the governmental unit in which such local vendor is located has an ordinance or a purchasing policy which grants a similar local vendor preference to Holland-based businesses as defined in the first sentence of this paragraph.

(c) *Exceptions.*

(1) Purchases resulting from exigent emergency conditions where any delay in completion or preference would jeopardize public health, safety or welfare of the citizens of the city, or where in the judgment of the manager or his designee the operational effectiveness of a city department or division or a significant city function would be seriously threatened if a purchase was not made expeditiously.

(2) Purchases from any sole source supplier for supplies, materials, or other equipment.

(3) Purchases made through the state's extended purchasing program, or other cooperative purchasing contractual agreements utilized or initiated by the purchasing division.

(4) The procurement of goods and services utilizing the request for proposal (RFP) or best value quote processes where the award is based on criteria other than lowest cost, unless the original solicitation contains the criteria used to affect Holland-based preference.

(5) Bid solicitations that utilize federal funding that prohibits awards based on local preference criteria.

(6) Bid solicitations that utilize "life cycle cost" as the basis of award in place of submitted bid price.

(d) *Preference.* When sealed bids are received under section 2-46, the following shall apply:

(1) The person or business submitting the lowest responsive, responsible bid, according to the requirements of the bidding documents, shall be deemed the lowest bidder. If the lowest bidder is not a Holland-based business, any Holland-based business with a bid within two percent (2%) of the lowest bid shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder. A lowered bid by a Holland-based business which is premised upon, in whole or in part, changes to or variances to the bid specifications, contract requirements, or scope of work shall be considered non-responsible and will not be considered.

(2) If such a Holland-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsive and responsible Holland-based business with a bid within two percent (2%) of the lowest bid shall be deemed the lowest bidder, if it agrees to reduce its bid to match the bid of the lowest bidder.

(3) If no responsive and responsible Holland-based business within two percent (2%) of the lowest bid agrees to reduce its bid, then the contract shall be awarded to the person or business with the lowest, most responsive and responsible bid.

(4) No contract awarded pursuant to this section shall be sublet in any matter that permits 50 percent or more of the dollar value of the contract to be performed by a subcontractor or subcontractors who do not meet the definition of "Holland-based."

(e) *Additional requirements.* In no event shall a Holland-based business be awarded a contract if the business is not current on real and personal property taxes owed to the city.

(f) *Rights of city.* This section shall not waive or constrain, in any manner, the right and prerogative of the city to reject any and all bids or proposals, to reject a bid not accompanied by required bid security or other documentation or data required by the bidding documents, or to reject a bid which is in any way incomplete, irregular, not responsive or not a lowest responsible bidder as defined by Section 2-48 of the Ordinance Code.

(g) *Rules and Regulations.* The city manager, in conjunction with the purchasing coordinator, may prescribe rules and regulations to implement and carry out the intent and purpose of this section. Such rules and regulations shall be consistent with the City Charter and all applicable city ordinances.

*"The City of Holland, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Sub Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation will and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award"*

**CITY OF HOLLAND  
CONSTRUCTION SERVICES CONTRACT**

This Construction Services Contract (“Contract”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **City of Holland**, a Michigan municipal corporation, Michigan (“Owner”), which has offices located at 270 S. River Avenue, Holland, MI 49423 and **Denny’s Excavating**, a Michigan corporation (“Contractor”), which has offices located at 9399 136th Ave, West Olive, MI 49460.

In consideration of the promises below, the parties mutually agree as follows:

**Article 1-Scope of Services / Statement of Work**

The Contractor shall perform the scope of services (“Work”) described in the following exhibits:

Labor and material as described in the attached Invitation to Bid or Request for Proposal (**Exhibit A**) and the Contractor’s proposal (**Exhibit B**)-.

**Article 2-Compensation**

2.1) Owner shall pay to the Contractor for Work performed pursuant to this Contract, the stipulated sum of \_\_\_\_\_ Dollars (\_\_\_\_\_) which shall be billed monthly in itemized billings to the Owner as work is completed. Execution and subsequent payment of this task will be authorized by the Owner Representative designated in Article 3 as required for project completion. Any retainage required by **Exhibit A** shall not exceed the limits impose by MCL 125.1561, *et seq.*, to the extent applicable.

2.2) All changes to the scope of Work must be submitted to the Owner Representative and approved in writing by the Owner.

2.3) No payments will be made to the Contractor until the Certificates of Insurance have been received by the Owner. If the insurance furnished by the Contractor expires or is cancelled during the term of the Contract, Work and related payments will be suspended until insurance certificates evidencing renewal of coverage are submitted and accepted by the Owner.

**Article 3-Responsibility and Reporting of the Contractor**

3.1) The Contractor is responsible to Garrett Thelen (the “Owner Representative”) and will cooperate and confer with him/her as necessary to insure satisfactory Work progress. The Contractor’s contact person is Dan Leeuw.

3.2) All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor’s name. All reports made in connection with the Work are subject to review and final approval of the Owner.

3.3) The Owner may review and inspect the Contractor’s activities during the term of the Contract. Owner may audit and inspect Contractor’s records and accounts covering reimbursable costs for a period of six months following the completion of Contractor’s Work. The purpose of any such audit shall be only for verification of such costs. Contractor shall not be required to keep records of or provide access to those of its costs expressed as fixed rates, a lump sum, or as a percentage of other costs.

3.4) When applicable and requested by the Owner, the Contractor will submit a final written report.

**Article 4-Term/Termination**

4.1) The term of this Contract shall commence on the date of this Contract and shall be completed on or before May 2029. Changes in the time of completion shall be in writing between the Owner and Contractor. Time is of the essence in the performance of the Work.

4.2) The Owner may terminate this Contract without cause by giving 30 days written notice to the Contractor. In the event of termination by the Owner, the Contractor shall be paid for the portion of the Work it has satisfactorily

completed through the effective date of termination, as determined by the Owner. In the event of a default under the terms and conditions of this Contract, Owner may send a written notice of termination to the Contractor indicating that the Contract will be terminated within ten (10) days unless Contractor makes corrective action or cures the default specified in the notice of default.

4.3) Upon giving or receiving a termination notice, the Contractor shall promptly discontinue all services affected unless the notice directs otherwise, and shall promptly deliver or otherwise make available to the Owner all data, specifications, calculations, reports, estimates, summaries, and such other information and materials as the Contractor or its subcontractors may have accumulated in performing the Work under this Contract, whether completed or in progress, and shall also make available all equipment and/or materials purchased specifically for the project where the Owner has reimbursed the Contractor therefor. The Owner may thereafter, in its sole option, take over the Work and prosecute the same to completion by whatever means it chooses. Contractor shall have the right, during the termination notice period, to complete such analyses and records as necessary to place its files in order and to produce a report of services completed to the date of termination. In the event that the cost incurred by Owner to complete the Work exceeds the remaining unpaid compensation to be paid to the Contractor pursuant to paragraph 2.1, the Contractor shall be liable for the additional cost incurred by the Owner, including reasonable attorney's fees and costs incurred by the Owner in the termination and enforcement of the Contract.

#### **Article 5-Conditions of Performance**

5.1) The Contractor is [licensed and certified, if applicable] [licensed in the State of Michigan] to provide the required manpower, services, equipment, material, and expertise to perform the Work. The Contractor affirmatively represents to the Owner that it has the knowledge, skill and expertise to perform the Work in accordance with this Contract.

5.2) The Contractor acknowledges that the Work to be performed by the Contractor shall, at all times, be in compliance with the requirements of all applicable safety, environmental, federal, state, and local laws, ordinances, rules, regulations, and standards of the Owner during the term of this Contract. The Contractor shall be responsible to dispose of all materials in accordance with disposal methods in full compliance with federal, state, and local environmental requirements. Upon disposal, Contractor shall submit to the Owner a report which describes the location and methodology which has been used by the Contractor for the disposal of the materials. The Contractor shall maintain books and records relating to its performance under this Contract for a period not less than three (3) years after the expiration of the term of this Contract and shall make copies of such records available to the Owner, upon request.

5.3) Contractor acknowledges that it has made an independent investigation relative to the nature and difficulties of the Work to be performed and assumes all cost and risk in the performance of the Work during the term of the Contract.

5.4) In performing the Work, Contractor shall exercise that degree of care and skill ordinarily exercised under similar circumstances by experienced professionals with the same degree of expertise and experience of the Contractor performing substantially similar services under similar circumstances ("Standard of Care"). Except for the foregoing warranty, no representation, warranty, guarantee or condition, express or implied, as to the quality or nature of the Work or otherwise, is given, undertaken or made by Contractor, and all other representations, warranties, conditions and terms are excluded and denied. Notwithstanding the foregoing, nothing contained herein shall eliminate Contractor's obligation to perform all Work in accordance with the terms and conditions of this Contract.

5.5) Contractor shall perform the Work in accordance with terms of this Contract and all materials and equipment furnished under this Contract shall be new, unless otherwise specified, of good quality and in conformance with the requirements of this Contract, and free from defective workmanship and materials

5.6) In addition to the requirements of the Owner's "General Conditions", if any, in the event the Contractor fails to perform the Work in accordance with the Standard of Care or the terms of this Contract or the Work fails to perform as intended, for a period of one (1) year following completion of the Work, the Contractor shall correct, re-perform, or re-do the Work as may be required to conform to the Standard of Care and terms of this Contract and perform as intended. This warranty shall not be in lieu of any specific equipment warranties which may be applicable to the goods supplied by the Contractor.

5.7) The Contractor and its subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status. Breach of this provision may be regarded as a material breach of the Contract to the extent required or allowed by MCL 37.2209, MCL 37.2605 and MCL 37.2704.

#### Article 6-Insurance, Indemnification and Bonds

6.1) The Owner and the Contractor acknowledge that the Contractor is an independent contractor in all of the Contractor's activities and that in the course of such activities, at no time does the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor become the agents of the Owner for any purpose, and at no time shall the Owner become liable in any manner whatsoever for any of the actions or activities of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor. In the event any person shall undertake to hold the Owner liable for any willful misconduct or negligent performance of the Contractor, its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor, the Contractor expressly agrees to hold the Owner harmless of and from any such liability. The Contractor also agrees to save, indemnify, and hold harmless the Owner, its agents, officers, and employees from any claim, action, or liability arising out of or connected with its negligent performance under the terms, conditions, and agreements of this Contract resulting in losses or injuries to persons (including death) or property. In addition thereto, the Contractor agrees to purchase liability insurance, specified in this Contract, to insure against losses arising out of the negligent performance of the Contractor's services and that of its officers, directors (trustees), members, employees, volunteers, or other persons acting on behalf of the Contractor, during the term of this Contract. This covenant of indemnification shall include reasonable attorney's fees and costs incurred by the Owner in defense of such claim, action or liability. Nothing contained in this paragraph shall require the Contractor to defend the Owner from claims, or to assume any liability to the Owner or any other party for any amount greater than the degree of fault of the Contractor or his respective sub-consultants or subcontractors, pursuant to MCL 691.991.

6.2) The Contractor shall, throughout the period of this Contract, procure and maintain commercial general liability, automotive liability, excess liability, and pollution liability insurance covering any and all operations of the Contractor, its agents and employees, with minimum liability limits as set forth below; and require that any subcontractor comply fully with the provisions of this paragraph. The Contractor shall also procure and maintain, throughout the period of this Contract, workers' compensation and employers liability insurance coverage for all of its employees involved in the performance of this Contract. Certificates of Insurance evidencing all lines of coverage shall be provided to the Owner and respective insurance shall be maintained to provide coverage as set forth below. **The City of Holland and its directors, officers, agents and employees shall be named as additional insureds of all applicable insurance policies (except workers compensation). The Contractor and any of its subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the Owner, its directors, officers, agents, and employees and against other contractors and subcontractors.** All insurance policies and certificates must include an endorsement providing thirty (30) days prior written notice to the Owner of cancellation and/or reduction of coverage. The Contractor shall cease operations on the occurrence of any such cancellation or reduction in coverage, and it shall not resume operations until new insurance is in full force and effect. The insurance coverage provided by the Contractor shall be primary. In the event of a request by the Owner, the Contractor shall produce copies of all insurance policies pursuant to the Certificate of Insurance.

6.3) The limits of liability for the insurance required by this Contract shall be for not less than the following amounts or greater where required by Laws and Regulations:

6.3.1) Workers' Compensation:

Workers Compensation: Statutory  
Employer's Liability: \$500,000.00 each Accident / each Employee / Policy Limit

6.3.2) Commercial General Liability (including Products Completed and Operations Liability):

\$1,000,000.00 Each Occurrence  
\$2,000,000.00 Aggregate

6.3.3) Commercial Automobile Liability:

\$1,000,000.00 Each Accident

This insurance coverage shall not be required unless the Contractor uses a motor vehicle in the performance of the Work. Policies shall be written on a comprehensive form to include hired and non-owned vehicles.

6.3.4) Excess Liability Coverage:

\$5,000,000.00 Each Occurrence

\$5,000,000.00 Aggregate

6.3.5) Pollution Liability

Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three (3) years after final completion. The limits of liability shall be for not less than:

\$1,000,000 Each Occurrence

\$1,000,000 Annual Aggregate

6.4) Contractor shall procure and provide a Performance Bond and Payment Bond at Contractor's expense in the amount of the \$\_\_\_\_\_ as required by MCL 129.201. All bonds shall be dated contemporaneously with this Contract or after the date of this Contract. **[Remove if contract is less than \$50,000]**

**Article 7-Successors and Assigns**

This Contract is binding on the Owner and the Contractor their successors and assigns. Neither the Owner nor the Contractor shall assign or transfer its interest in the Contract without written consent of the other.

**Article 8-Changes in Scope or Schedule of Services**

8.1) The Owner may require changes in the scope or schedule of the Work of the Contractor. Changes that are mutually agreed upon by the Owner and the Contractor, including any decrease or increase in the amount of the Contractor's compensation, will be incorporated into this Contract by written amendments. No changes to the Work, time for performance, compensation or other terms of this Contract shall be binding upon the Owner unless approved in writing by the Owner.

8.2) The Owner may request resolution of any dispute under this Contract by a designated agent of those matters specified in MCL 125.1564 (3) and (4) under the procedures set forth in MCL 125.1564.

**Article 9-Extent of Contract**

9.1) This Contract represents the entire agreement between the Owner and Contractor and supersedes all prior representations, negotiations or agreements, whether written or oral.

9.2) The documents constituting the Contract between the Contractor and the Owner shall include the following:

9.2.1) This Contract pages 1 to 5.

9.2.2) The Owner's Invitation to Bid or Request for Proposal (**Exhibit A**)

9.2.3) The Contractor proposal (**Exhibit B**)

9.2.4) Certificate of Liability Insurance (**Exhibit C**)

9.2.5) Performance and Payment Bonds (**Exhibit D**) [Remove if contract is less than \$50,000]

9.3) This Contract shall be interpreted under the laws of the state of Michigan. The District or Circuit Court for the County of Ottawa shall be the forum of exclusive jurisdiction to interpret or enforce the terms of this Contract.

9.4) Should there be any conflict between the terms of this Contract and the Exhibits, priority shall be given first to this Contract, then **Exhibit A** and then **Exhibit B**. Should there be any conflict between the terms of this Contract and any terms and conditions provided by the Contractor, the terms contained herein shall prevail.

**Article 10-Execution of Contract**

10.1) Execution of this Contract shall constitute a contract between the Contractor and the Owner.

10.2) Counterpart Execution. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original, and all counterparts, when taken together, will constitute one same Contract. The parties agree that signatures on this Contract may be delivered by facsimile or electronically in lieu of an original signature and agree to treat facsimile or electronic signatures as original signatures that bind them to this Contract.

10.3) This Contract is executed on the date and year noted in the first paragraph of this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

**OWNER:**

**CITY OF HOLLAND**

By \_\_\_\_\_

Nathan Bocks

Its: Mayor

Date: \_\_\_\_\_, 2024

By \_\_\_\_\_

Brenda Katerberg

Its: City Clerk

Date: \_\_\_\_\_, 2024

**CONTRACTOR:**

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

Date: \_\_\_\_\_, 2024

APPROVED AS TO FORM  
CITY OF HOLLAND

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

Vincent L. Duckworth

City Attorney

Date: \_\_\_\_\_, 2024

## LONG-TERM FOCUS LOOKING AHEAD

The City and Holland Board of Public Works (HBPW) have a robust long-term planning process which includes planning for capital expenditures. The HBPW plans for all utility-related capital expenditures while the City maintains the Municipal Capital Improvement Fund (MCIF) for City projects. Additionally, road and sidewalk improvement projects are managed by the City's Transportation Group. The City not only plans for the expenditures, but also prepares a forecast of funding sources needed to pay for the planned projects. The combined City/HBPW planned capital projects for the next five years total \$269 million broken out by year as depicted here.



### Holland BPW Fiber

Construction of the city-wide community-owned fiber network is ongoing. The project plan is designed to roll out in phases as the network is built, neighborhood by neighborhood, and will bring fiber to every address in the City. The \$25 million project began in December 2023 and is expected to be completed by the end of 2026. Residents can check out how the project is progressing and learn more about Holland BPW Fiber services by visiting <https://hollandbpw.com/en/find-your-neighborhood>



# HIGHLIGHTED

### Pump Cycle Track

The City plans to invest \$700,000 to construct a new pump cycle bike park which will be located at 97 North River Avenue. The newest park addition will provide an exciting, high-quality riding experience for cyclists of all ages and skill levels. The project will begin with two asphalt pump track loops totaling over 600 feet, creating a dynamic and accessible space for both structured programming and informal recreation. Future expansions will be driven by community interest and support, ensuring a sustainable and evolving space for residents to enjoy.



# CAPITAL

### Recycling Center

The City plans to invest \$1.6 million to construct and equip a self-funded recycling center. Informed by partnerships with regional experts, local businesses, and sustainability organizations, the new center will transform and expand the City of Holland's recycling program. It will benefit residents by providing a centralized, low-cost, accessible facility to recycle standard materials and hard-to-recycle items.



# PROJECTS

### Van Raalte Farms Boardwalk & Bridges

The City plans to invest \$1 million into the Van Raalte Farm trail system. The project includes repairs to the boardwalk that is aging and deteriorating, the replacement of a bridge to complete "the loop", drainage improvements on trails to improve user experience and updated interpretive signage for site context.





# Action Request

**Requesting Department:**

Parks and Recreation

**Submitted By:**

Garrett Thelen

**Meeting Date:**

June 3, 2026

**Agenda Item:**

Parks & Recreation Services - 12E3.3 Report - Boardwalk Replacement Budget Amendment

**Agenda Item #:**

12E3.3

**Meeting Type:**

City Council Regular

**Attachments:**

FY27 Project Budget, Overall Quote

**Suggested Caption / Motion / Recommendation:**

It is recommended that Council approve the budget amendment to move \$45,000 from the fiscal year 2027 budget to the fiscal year 2026 budget to purchase boardwalk supplies for the Window on the Waterfront Trail from Sinclair Recreation.

**Summary of Request:**

It is recommended that Council approve the budget amendment to move \$45,000 from the fiscal year 2027 budget to the fiscal year 2026 budget to purchase boardwalk supplies for the Window on the Waterfront Trail from Sinclair Recreation.

The existing boardwalk connection at Window on the Waterfront is in disrepair and requires replacement. The proposed project includes the construction of approximately 200 linear feet of new boardwalk utilizing an 8 foot wide modular boardwalk system with a mid-point bump out overlook feature. The new structure will utilize a helical pier support system designed to provide a long term solution for the site’s challenging conditions and recurring maintenance concerns.

The total estimated project cost is approximately \$350,000, including a \$40,000 contingency due to the unique environmental and construction conditions associated with the site. The requested budget amendment would allow the City to begin purchasing boardwalk materials, permitting and related project supplies in fiscal year 2026 to ensure the project remains on schedule for completion in Fall 2027.

The boardwalk materials are being purchased through Sinclair Recreation, which participates in a purchasing cooperative that the City currently utilizes. Because the purchase is being made through an approved cooperative purchasing program, a separate competitive bid process is not required. Pricing for the boardwalk system, installation and pier components has been provided through Sinclair Recreation.

**Financial Information:**

Total Cost: \$45,000

General Fund Cost: \$0

Included in Budget:  Yes  No  N/A

If not included in budget, recommended funding source:

Fiscal Year 2027 Budget

**Action is related to the Strategic Plan and Business Plan:**

Goal:

4: To Provide Quality Services to All Stakeholders

Objective:

4.3: Parks and Recreation - provide a beautiful community with ample leisure and recreation options. Provide well-maintained facilities for staff to serve the community.

City Manager:

Recommended

Not Recommended

Without Recommendation

Board / Commission / Committee Approval Date:

**Board / Commission / Committee Name:**

N/A

# QUOTE

108819-01-04 • 05/21/2026108819-01-04 • 05/21/2026108819-01-04 • 05/21/2026



## Window on the Waterfront Boardwalk - Omnia - 2026 - Two - Bump Out

**Customer:**

City of Holland  
Window on the Waterfront, 111 E. 6th St.  
Holland, MI 49423  
United States

Ship to Zip: 49423

**Prepared for:**

Garrett Thelen  
g.thelen@cityofholland.com

**Prepared by:**

Playcore Wisconsin Inc, dba GameTime  
150 Playcore Drive SE  
Fort Payne, AL 35967  
Ph: 800-444-4954  
Fax: 616-392-8634

Quantity	Part #	Description	Unit Price	Amount
1	BOARDWALK	<b>Miscellaneous Non GameTime - Boardwalk System</b> -200 LF of 8 foot wide modular prefabricated steel long-span (LS) frame walkway system. All modular prefabricated galvanized HSS structural steel LS frames are designed to rest on helical or other piles as specified. Piles not included. Frames are engineered in accordance to 100 lbs per square foot pedestrian load. -200 LF of 8 foot wide of deck panels. All deck panels are prefabricated from 2x6" pressure treated Southern Yellow Pine (SYP). -400 LF of 2x6 Safety Railing, field constructed from 2x6" horizontal members and 2x8" top rail with 4x4" vertical posts. All wood material is pressure treated Southern Yellow Pine (SYP). -(36) - 3.5" OD Pile cap (pile provided by others) constructed from galvanized HSS structural steel. -Includes bumpout	\$101,475.00	\$101,475.00
1	INSTALL	<b>Installation - Layout and Installation of Boardwalk onto Piers</b> Includes: -Surveying	\$54,000.00	\$54,000.00
1	INSTALL	<b>Installation - Furnish and install piers</b> Material Spec: -3-1/2" .300 wall 8/10/12 lead galvanized. -3-1/2" .300 wall 7' extensions. -Special fab bracket for boardwalk.  Installation Spec: -Up to 56' deep. -Ultimate capacity of 20 Kips or more.	\$154,525.00	\$154,525.00

Contract: OMNIA #2017001134

Sub Total \$310,000.00

**Grand Total \$310,000.00**

**Comments**

Includes supply and installation.



# QUOTE

108819-01-04 • 05/21/2026108819-01-04 • 05/21/2026108819-01-04 • 05/21/2026



This quotation is subject to policies in the current GameTime Playground Catalog and the following terms and conditions. Our quotation is based on shipment of all items at one time to a single destination, unless noted, and changes are subject to price adjustment. Purchases to be supported by your written purchase order made out to GAMETIME C/O SINCLAIR RECREATION. **A 2.5% PROCESSING FEE WILL BE ADDED TO ALL ORDERS PAID VIA CREDIT CARD.**

Pricing: f.o.b. factory, firm for 30 days from date of quotation unless otherwise noted on quotation. Sales tax will be added at time of invoicing unless a tax exemption certificate is provided at time of order entry.

Payment terms: Net 30 days for tax supported governmental agencies. A 1.5% per month finance charge will be imposed on all past due accounts. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted.

Installation: Shall be by a Certified GameTime Installer. Customer shall be responsible for scheduling coordination and site preparation. Site should be level and permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional labor or material costs. Payment terms for installation is Net 10 Days.

**NOTE:** PRICING **DOES NOT** INCLUDE ANY DAVIS BACON OR PREVAILING WAGE RATES UNLESS SPECIFICALLY IDENTIFIED ABOVE IN QUOTE. THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS, UNLESS SPECIFICALLY LISTED IN ABOVE QUOTE.

Exclusions: Unless specifically included, this quotation excludes all site work and landscaping; removal of existing equipment; acceptance of equipment and off-loading; storage of goods prior to installation; equipment assembly and installation; safety surfacing; borders, drainage provisions, or any local/municipal/state/federal permits or paperwork that may be required.

# QUOTE

108819-01-04 • 05/21/2026108819-01-04 • 05/21/2026108819-01-04 • 05/21/2026



**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_ P.O. No: \_\_\_\_\_

**Please make P.O.s out to Playcore Wisconsin dba GameTime**

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

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

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

Facsimile: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Purchase Amount: \$310,000.00

**REQUIRED ORDER INFORMATION:**

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Tel: \_\_\_\_\_  
(For Accounts Payable)

Tel: \_\_\_\_\_  
(To call before delivery)

Email: \_\_\_\_\_

Email: \_\_\_\_\_

COLOR SELECTIONS: \_\_\_\_\_

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_ (PLEASE PROVIDE A COPY OF CERTIFICATE)

NOTE: IF INSTALLATION IS BEING QUOTED, THERE WILL BE A BACKCHARGE FOR THE INSTALLATION TO BE DONE THROUGH FELT, PEASTONE, SURFACING, OR WOODCHIPS. PRICING VALID FOR 30 DAYS FROM THE DATE OF QUOTATION UNLESS OTHERWISE NOTED. ANY MODIFICATIONS TO AN ACCEPTED QUOTATION MUST BE DOCUMENTED IN WRITING OR WITH A NEW OR SEPARATE QUOTE. VERBAL MODIFICATIONS TO PREVIOUSLY SIGNED QUOTES WILL NOT BE ACCEPTED.



## MCIF SUMMARY

Type	Project Description	Page	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
MCIF	Advanced Planning	357	250,000	-	-	50,000	-
MCIF	City Hall	358	425,000	450,000	35,000	100,000	-
MCIF	Civic Center Maintenance	359	65,000	225,000	65,000	25,000	65,000
MCIF	Downtown Streetscape	360	35,000	175,000	10,000	1,175,000	10,000
MCIF	Holland Police Department	361	50,000	50,000	250,000	-	75,000
MCIF	Weapons Replacement	362	-	-	25,000	-	-
MCIF	Public Safety Technology	363	305,000	330,000	305,000	330,000	405,000
MCIF	Fire Department	364	92,200	250,000	-	-	150,000
MCIF	Parks Department Master Plan	365	-	-	50,000	-	-
MCIF	Parks Maintenance	366	200,000	260,000	300,000	200,000	250,000
MCIF	Playground Maintenance	367	75,000	-	75,000	-	75,000
MCIF	Window on the Waterfront	368	350,000	-	-	25,000	-
MCIF	Heinz Boardwalk	369	25,000	-	250,000	25,000	-
MCIF	LAN Building Controllers	370	200,000	-	100,000	-	100,000
MCIF	Centennial Park	371	-	-	15,000	-	-
MCIF	Cemetery Additions	372	750,000	-	-	-	-
MCIF	Bouws Pool Improvements	373	-	2,000,000	-	-	-
MCIF	Ice Park Fencing	374	15,000	-	-	-	-
MCIF	Parks Volleyball	375	75,000	-	-	-	-
MCIF	DeGraaf Nature Center	376	-	10,000	-	10,000	-
MCIF	Matt Urban	377	-	100,000	200,000	-	-
MCIF	Kollen Park Outdoor Performance Facility	378	-	1,500,000	-	-	-
MCIF	Lakeview Bathrooms	379	-	-	-	-	350,000
MCIF	GPS Field Painter	380	-	-	50,000	-	-
MCIF	Recreation Pump Cycle Track	381	700,000	-	-	-	-
MCIF	Recreation Center Planning/Construction	382	25,850,000	-	-	-	-
MCIF	Transportation Facilities Maintenance	383	250,000	185,000	40,000	65,000	75,000

Type	Project Description	Page	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031
MCIF	Snowmelt Projects	384	25,000	-	25,000	-	25,000
MCIF	Heavy Duty Hoist	385	75,000	-	275,000	-	75,000
MCIF	Cold Storage Buildings	386	-	25,000	-	80,000	-
MCIF	Vehicle Storage	387	50,000	-	-	100,000	100,000
MCIF	Master Plan	388	-	75,000	-	-	-
MCIF	Wayfinding Signage	389	125,000	-	25,000	-	-
MCIF	Community Buildings Maintenance	390	40,000	15,000	40,000	15,000	40,000
MCIF	Recycling Center	391	1,600,000	-	-	-	-
MCIF	Sidewalk Fund Repairs	392	50,000	50,000	50,000	50,000	50,000
MCIF	Centralized Vehicles & Equipment Transfer Out (Capital Purchase)	N/A	-	-	-	-	-
MCIF TOTAL			31,677,200	5,700,000	2,185,000	2,250,000	1,845,000

N/A—Transfer Out is not pictured.







# Action Request

<b>Requesting Department:</b> City Finance	<b>Submitted By:</b> Lynn McCammon	<b>Meeting Date:</b> June 3, 2026
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<b>Agenda Item:</b> Finance - 12E4.1 Report - Designated Assessor Contract	<b>Agenda Item #:</b> 12E4.1
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<b>Meeting Type:</b> City Council Regular	<b>Attachments:</b> Interlocal Agreement for Designated Assessor
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**Suggested Caption / Motion / Recommendation:**  
It is recommended that City Council approve the Interlocal Agreement for Ottawa County to Approve the Designated Assessor for the period beginning January 1, 2027.

**Summary of Request:**

Council is requested to approve the Interlocal Agreement for Ottawa County to Approve the Designated Assessor for the period beginning on January 1, 2027. The agreement, as stated on page two (2), will stay in effect until Brian Busscher leaves the employment of Ottawa County.

Beginning in 2011, the State Tax Commission (STC) implemented Audits of Minimum Assessing Requirements (AMAR) to evaluate the quality of assessing departments throughout the state. The process identified many units that did not meet the State’s minimum requirements. These units were allowed to submit and implement a corrective action plan. If this did not resolve the issues, the State assumed jurisdiction over the tax roll and worked to bring the unit into compliance.

Given a high failure rate associated with the AMAR process, the state sought to reform and regionalize property assessing and in 2018 passed Michigan Public Act 660. Included in this legislation was a requirement for each county to have a Designated Assessor on file with the State Tax Commission by December 31, 2020. The Designated Assessor replaced the State’s role and stepped into a unit that failed several attempts to achieve compliance.

At the October 7, 2020 City Council meeting, Council approved the **Interlocal Agreement for Ottawa County to Approve the Designated Assessor for the period January 1, 2021 through December 31, 2026**, as Ottawa County offered to fill the Designated Assessor role at no cost to the City or other local units unless there was a problem that would utilize the Designated Assessor.

In anticipation of the December 31, 2026 end date, a new agreement has been prepared for ratification and is attached.

**Financial Information:**  
 Total Cost: \$0      General Fund Cost: \$0      Included in Budget:  Yes  No  N/A  
 If not included in budget, recommended funding source:

**Action is related to the Strategic Plan and Business Plan:**  
 Goal:  
 4: To Provide Quality Services to All Stakeholders

**Objective:**  
 4.6: Management and Administrative Services - provide effective leadership and support for citizens and operations.

**City Manager:**       **Recommended**       **Not Recommended**       **Without Recommendation**

**Board / Commission / Committee Approval Date:**

**Board / Commission / Committee Name:**

**Interlocal Agreement for Ottawa County to Approve the Designated  
Assessor for the period beginning January 1, 2027**

Public Act 660 of 2018 requires a county to have a Designated Assessor on file with the State Tax Commission as of December 31, 2020. Accordingly, the following interlocal agreement (hereinafter “AGREEMENT”) has been executed by the Board of Commissioners for Ottawa County, a majority of the assessing districts in Ottawa County, and the individual put forth as the proposed Designated Assessor. Ottawa County and the Assessing Districts are collectively referred to throughout this AGREEMENT as the “Parties.”

**RECITALS**

WHEREAS, The Assessing Districts are Municipal Corporations located within the County of Ottawa, in the State of Michigan;

WHEREAS, The Michigan Constitution of 1963, Article 7, Section 28 permits a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common with each other and which each might exercise separately;

WHEREAS, The Urban Cooperation Act of 1967, being MCL 124.505 *et seq*, and the Intergovernmental Transfer of Functions and Responsibilities Act, give effect to the Constitutional provision by providing that public agencies may enter into interlocal agreements to carry out their respective functions, powers and authority;

WHEREAS, P.A. 660 of 2018 requires each County to enter into an AGREEMENT that designates the individual who will serve as the County’s Designated Assessor. That interlocal agreement must be approved by the County Board and a majority of the assessing districts in the County.

WHEREAS, P.A. 660 of 2018 mandates that the Designated Assessor shall be an advanced assessing officer or a master assessing officer.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**A. Background Information**

1. Ottawa County proposes that Brian Busscher (R-8823), in his capacity as Equalization Director serve as the Designated Assessor for the following assessing districts within Ottawa County; Allendale Charter Township, Blendon Township, Chester Township, Crockery Township, Georgetown Charter Township, Grand Haven Charter Township, Holland Charter Township, 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, Coopersville City, Ferrysburg City, Grand Haven City, Holland City, Hudsonville City, Zeeland City, constituting

the complete roster of assessing districts within the geographic and political boundaries of Ottawa County.

2. Included as an addendum to this AGREEMENT are the Ottawa County SEV totals by class, including special act values, those properties deemed unique or complex by a local assessing district, and a listing of the total number of parcels, by classification, including special act rolls, within each assessing district.
3. Once the designated assessor process is invoked, the Parties agree that the Designated Assessor will perform the duties associated with being the assessor of record for an assessing district at the following location:

Ottawa County Equalization Department  
12220 Fillmore Street  
West Olive, MI 49460

4. The Parties further agree that specific hours will be negotiated in the event an assessing district is subject to the designated assessor process.
5. If Brian Busscher leaves the employment of Ottawa County, the designation of Brian Busscher as designated assessor is voided, and a new Interlocal Agreement must be executed. This agreement will stay in effect until such a time.

**B. Qualifications of Proposed Designated Assessor:**

1. Included as an addendum to this AGREEMENT, the Ottawa County Board of Commissioners has received and reviewed the following documents provided by the Designated Assessor:
  - a. Resume providing the Designated Assessor's current employment status as well as additional and specific details regarding the Designated Assessor's current assessing or equalization responsibilities and local unit assessing experience as it relates to being approved as the Designated Assessor of Ottawa County.
  - b. Disclosure of any conflicts of the interest involving the proposed Designated Assessor, the County, or any assessing district, if applicable.
2. It is understood that the individual identified as the Designated Assessor in this AGREEMENT will, during the length of this agreement, maintain their assessor certification in good standing with the State Tax Commission and, when required to serve as the Designated Assessor for an assessing district in Ottawa County, shall act as the Assessor of Record for that assessing district. When acting as the Assessor of record for an assessing district. When acting as the Assessor of Record for an assessing

district, the Designated Assessor shall meet all the requirements as set forth by the State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.

3. Any additional requirements that are agreed to by the Designated Assessor, the County and the Assessing Districts may not conflict with the State Tax Commission's *Supervising Preparation of the Assessment Rolls*.

### **C. DUTIES AND RESPONSIBILITIES OF DESIGNATED ASSESSOR AND OF OTTAWA COUNTY AND ASSESING DISTRICTS WITHIN OTTAWA COUNTY**

1. The Parties agree to the following duties and responsibilities:
  - a. The Designated Assessor will receive the assistance of Ottawa County Equalization Department staff.
  - b. The Designated Assessor will satisfy all requirements contained State Tax Commission's *Supervising Preparation of the Assessment Roll* approved by the State Tax Commission August 21, 2018.
  - c. Within days of being appointed as the Designated Assessor for the assessing district, the Designated Assessor shall prepare and transmit to the assessing district's supervisor, manager, or chief executive a detailed proposal, including a schedule for delivery of documents, to correct deficiencies identified by the State Tax Commission's audit.
  - d. The Designated Assessor will do all of the following; Correct all deficiencies found in the State Tax Commission audit. Classify and appraise accurately, according to the constitution and laws of the State of Michigan, each parcel of real property, which lies within the corporate boundaries of the Assessing District. Process accurately all assessable personal property that is in the Assessing District. Use the methods prescribed by the Michigan State Tax Commission Audit. Approximately twenty percent (20%) of the parcels in the Assessing District will be inspected and reappraised each year, so that each parcel in the Assessing District is inspected and reappraised approximately once every five (5) years. The Designated Assessor will provide an assessment roll as required. The final factor will be determined by the action of the Assessing District's Board of Review, the Ottawa County Equalization Department and the process of state equalization, as determined by the State Tax Commission.
  - e. All Ottawa County employees engaged in the performance of this Agreement shall be professional in manner and appearance and be trained and qualified in property appraisal techniques. The assessment roll will be certified by the Designated Assessor.

- f. The Assessing District will provide all equipment and supplies needed for the routine performance of its duties, except as otherwise set forth herein.
- g. The Assessing District shall provide current land use maps, zoning maps, street/centerline maps, plats, topographical maps, sewer and water maps, and shall make available any records or data, which may be of use in making the appraisal, without cost to Ottawa County. Ottawa County has implemented a GIS system in which mapping data is maintained. The GIS system is addressed in Section 1(o) of this Agreement.
- h. The current Michigan State Tax Commission Assessor's Manuals shall be the cost schedules used in the appraisal of all properties. All cost schedules shall be indexed to reflect current costs as of Tax Day.
- i. The master file shall be the property of the Assessing District. Ottawa County will maintain the master file at the Ottawa County Fillmore Complex with access available to the Assessing District. Real property printed records, if any, will be located at the Assessing District offices. Personal property printed records will be located in the Equalization Department office.
- j. All parties recognize that good public relations are vital to the success of the assessment administration program. During the terms of this Agreement, Ottawa County employees shall endeavor to promote understanding and amicable relations with all members of the public. Employees will be assigned by the Designated Assessor to maintain limited office hours at the Assessing District Offices to conduct their duties, interact with Assessing District staff, attend meetings, promote community relations, and meet with property owners about assessment issues and questions. The Assessing District will provide adequate office area and operational infrastructure such as telecommunication, data communication, utilities, networking capabilities, and electronic storage capacity, to adequately support required staff activities and necessary ancillary functions. The accommodations should be safe, modern, and reflect a professional function. All electronic data interfaces shall be compatible with Ottawa County information protocols and standards.
- k. It will be the obligation of local unit staff to collect the mail, and collect any assessing department-related forms, letters etc. brought in to the local unit. It is not the intention of the Designated Assessor to use local unit staff in the performance of his duties, other than those specified above. Existing local unit staff may be hired by Ottawa County to assist the Designated Assessor in the performance of his duties.
- l. When systems or resources are scheduled to be shutdown, notice shall be relayed in advance to Ottawa County to allow for substitute assignments for any staff. When possible, system maintenance should not be scheduled during regular business hours. When possible, any maintenance that is performed by representatives of the Assessing District on the computer equipment owned by Ottawa County will be coordinated with a representative of the Innovation and Technology Department of the County to avoid conflicts in configuration and application issues.

- m. It shall be the responsibility of the Designated Assessor to notify the property owners of increased assessed and taxable values, as provided by law, as well as distribute personal property statements and other official forms. The Assessing District shall pay charges from the service company for printing these notifications and statements.
- n. The Designated Assessor shall prepare the assessment roll and certify it for the Assessing District in a timely manner.
- o. The Designated Assessor will attend Board of Review meetings. Staff may assist the Designated Assessor in preparing for, conducting and implementing any changes resulting from the required meeting of the Boards of Review.
- p. The Designated Assessor, or representative, shall represent the Assessing District in all property assessment appeals and in proceedings before the Michigan Tax Tribunal concerning properties under this Agreement. The Assessing District shall designate and provide the legal services for such appeals or proceedings; however, costs or expenses, which may be incurred by Ottawa County in employing additional counsel, expert appraisers, or performing extraordinary specific appraisal work in connection with such appeals, proceedings, or other functions, shall be paid by the Assessing District provided that the Designated Assessor, seeks and obtains approval from the Assessing District prior to incurring such costs or expenses. Additionally, should this Agreement be terminated, the Designated Assessor, shall represent the Assessing District in all property assessment appeals and in proceedings filed during the existence of this Agreement. The fee shall be \$80.00 per hour for preparation, appearance, and travel after termination of the Agreement.
- q. Ottawa County will provide staff, equipment and software to maintain electronic property records using a computer-assisted mass-appraisal system. Assessment administration, including digital photography and sketching, as well as general business application software, shall be prescribed by the County and will be compatible with applications currently in use by the Assessing District. Data patches and solutions shall be reached using collaborative, shared resources to achieve greatest possible compatibility. All property information should adhere to the requirements and specifications of Ottawa County. The records will be utilized for annual valuation updates. The County will ensure that the assessment records reflect the property's true cash value, assessed valuation, and taxable valuation to be utilized for any property tax calculations in conformance with all requirements of the General Property Tax law, MCL 211.1 et seq.
- r. The Designated Assessor and the Assessing district shall utilize Ottawa County's geographical information system in implementing this Agreement. An independent agreement with Ottawa County may govern this function
- s. Non-exclusivity of assessing services. The Designated Assessor may serve as the assessor of record for other assessing districts.

- t. At all times and for all purposes under this Agreement, the relationship of the designated assessor, through Ottawa County, to the Assessing District shall be that of an independent contractor. All employees of Ottawa County, who perform services under this Agreement, shall be and remain employees of Ottawa County, subject to the discipline, supervision, direction, policies and control of Ottawa County, the Ottawa County Administrator, and the Equalization Director.
  - u. Each party shall indemnify and hold the other party harmless from claims, which are the result of an alleged error, mistake, negligence or intentional act or omission of the other party, its officers, employees, agents and assigns.
  - v. The Assessing District will include Ottawa County, the Ottawa County Equalization Department and their officers, employees and agents as additional named insureds on a policy of insurance for all risks. The required insurance policy shall have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will include the Assessing District and its officers, employees and agents as additional named insureds on a policy of insurance for all risks or in its Memorandum of Coverage from the Ottawa County, Michigan Insurance Authority. The required insurance policy will have comprehensive general policy limits of not less than \$1,000,000. Ottawa County will provide workers' compensation coverage on its employees. Written proof of the existence of such insurances will be supplied by the Assessing District and Ottawa County as of effective date of this Agreement, and at such times during the term thereafter, as Ottawa County or the Assessing District may reasonably require.<sup>2</sup>
2. The Designated Assessor shall have no responsibilities during the period in which they are not acting as the Designated Assessor for an assessing district within the county.

**D. Cost and Compensation for Designated Assessor:**

**1. Payment for Services Provided:**

- a) The Designated Assessor may charge an assessing district that is required to contract with the Designated Assessor and that assessing district shall pay, for the reasonable costs incurred by the Designated Assessor in serving as the assessing district's Assessor of Record, including, but not limited to, the costs of overseeing and administering the annual assessment, preparing and defending the assessment roll, and operating the assessing office.
- b) Payment for Designated Assessor services shall be paid to Ottawa County as provided under this agreement. Except as otherwise provided, payment for Designated Assessor services shall be set at \$32 per parcel for 2027 with 5% per year increases through the life of this contract. Parcel count will be determined each year as of the March Board of Review and will include all active parcels, ad-valorem, special acts and exempt. In the unlikely event an immediate reappraisal of a class of property is required, there will be an additional charge of \$60 per parcel for 2027 with 5% per year increases through the life of this contract. The County will submit monthly invoices on the first day of each month.

The monthly invoices from the County will be processed and paid for by the Assessing District in accordance with standard Assessing District procedures.

- c) Upon completion of the first two years of Designated Assessor Services, payments provided under this Agreement shall be reviewed. From this review, the per parcel cost referenced in D1. b) above may be reduced to a level sufficient to cover the County's costs.
- d) Special assessment benefit analyses, roll preparation, processing, and related reports will be provided by the Designated Assessor when formally requested at a fee of \$55.00 per hour.
- e) The Designated Assessor will not charge an annual retainer for Designated Assessor Services to Ottawa County Assessing Districts. Charges will only be incurred once an Assessing District turns over Assessment Administration duties to the Designated Assessor.
- f) This interlocal agreement shall become effective upon the execution hereof by the parties hereto.
- g) Brian Busscher's annual salary, as paid by Ottawa County, will be considered compensation for Designated Assessor services.
- h) The State Tax Commission may revoke the Designated Assessor and provide for an interim Designated Assessor if the Designated Assessor dies, becomes incapacitated, or is otherwise not capable of ensuring that the assessing district is able to achieve and maintain substantial compliance with MCL 211.10g.

**2) Other expenses:**

- a) The County will additionally be reimbursed on a monthly basis for the reimbursable expenses related to the Designated Assessor. All expenses will be billed to the Assessing District in such detail and/or with sufficient supporting documentation, as may be reasonably required by the Assessing District. Reimbursable expenses may include items such as office supplies, assessing forms, printing, publishing, postage, mileage and other costs agreed to prior to invoicing. Reimbursable expenses may also include budgeted certifications, memberships, professional development, mileage. Travel costs as agreed in advance of training will also be reimbursed.

**3) Miscellaneous:**

- a. The headings of the several sections shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.
- b. If any one 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 hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and

this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

- c.** In conjunction with matters considered herein, this Agreement contains the entire understanding and agreement of the parties and 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 herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded or changed by any oral agreements, course of conduct, waiver or estoppel.
- d.** 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 such party, its successors and assigns.
- e.** The terms and conditions used in this Agreement shall be given their common and ordinary definition and will not be construed against either party.
- f.** This Agreement may be executed in any number of counterparts, and each such counterpart shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
- g.** This Agreement does not create a joint venture and is not enforceable by third parties, nor does it in any way waiver or release the governmental and officer immunities of either the County, Assessing Districts or Designated Assessor, all such rights being reserved.

**Signature of the Designated Assessor, the County Board of Commissioners, Township Supervisors and City Mayors within Ottawa County**

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto have fully executed this instrument.

**DESIGNATED ASSESSOR**

\_\_\_\_\_  
Brian Busscher, Equalization Director

\_\_\_\_\_  
Date

**COUNTY OF OTTAWA**

\_\_\_\_\_  
Josh Brugger, Chairperson  
Ottawa County Board of Commissioners

\_\_\_\_\_  
Date

\_\_\_\_\_  
Justin F. Roebuck, County Clerk/Register

\_\_\_\_\_  
Date

**ALLENDALE CHARTER TOWNSHIP**

\_\_\_\_\_  
Adam Elenbaas, Supervisor

\_\_\_\_\_  
Date

**BLENDON TOWNSHIP**

\_\_\_\_\_  
Don Vander Kuyl, Supervisor

\_\_\_\_\_  
Date

**CHESTER TOWNSHIP**

\_\_\_\_\_  
Troy Goodno, Supervisor

\_\_\_\_\_  
Date,

**CROCKERY TOWNSHIP**

\_\_\_\_\_  
Erik Erhorn, Supervisor

\_\_\_\_\_  
Date

**GEORGETOWN CHARTER TOWNSHIP**

\_\_\_\_\_  
Jim Wierenga, Supervisor

\_\_\_\_\_  
Date

**GRAND HAVEN CHARTER TOWNSHIP**

\_\_\_\_\_  
Mark Reenders, Supervisor

\_\_\_\_\_  
Date

**HOLLAND CHARTER TOWNSHIP**

\_\_\_\_\_  
Russell TeSlaa, Supervisor

\_\_\_\_\_  
Date

**JAMESTOWN CHARTER TOWNSHIP**

\_\_\_\_\_  
Laurie VanHaitsma, Supervisor

\_\_\_\_\_  
Date

**OLIVE TOWNSHIP**

\_\_\_\_\_  
Al Nienhuis, Supervisor

\_\_\_\_\_  
Date

**PARK TOWNSHIP**

\_\_\_\_\_  
Steve Spoelhof, Supervisor

\_\_\_\_\_  
Date

**POLKTON CHARTER TOWNSHIP**

\_\_\_\_\_  
Ted Costigan, Supervisor

\_\_\_\_\_  
Date

**PORT SHELDON TOWNSHIP**

\_\_\_\_\_  
Mike Sabatino, Supervisor

\_\_\_\_\_  
Date

**ROBINSON TOWNSHIP**

\_\_\_\_\_  
Adam MacMillan, Supervisor

\_\_\_\_\_  
Date

**SPRING LAKE TOWNSHIP**

\_\_\_\_\_  
Jerry Rabideau, Supervisor

\_\_\_\_\_  
Date

**TALLMADGE CHARTER TOWNSHIP**

\_\_\_\_\_  
Mark Bennett, Supervisor

\_\_\_\_\_  
Date

**WRIGHT TOWNSHIP**

\_\_\_\_\_  
Steve VanTimmeren, Supervisor

\_\_\_\_\_  
Date

**ZEELAND CHARTER TOWNSHIP**

\_\_\_\_\_  
Kerri Bosma, Supervisor

\_\_\_\_\_  
Date

**CITY OF COOPPERSVILLE**

\_\_\_\_\_  
Brian Mooney, Mayor

\_\_\_\_\_  
Date

**CITY OF FERRYSBURG**

\_\_\_\_\_  
Richard Carlson, Mayor

\_\_\_\_\_  
Date

**CITY OF GRAND HAVEN**

\_\_\_\_\_  
Robert Monetza, Mayor

\_\_\_\_\_  
Date

**CITY OF HOLLAND**

\_\_\_\_\_  
Nathan Bocks, Mayor

\_\_\_\_\_  
Date

**CITY OF HUDSONVILLE**

\_\_\_\_\_  
Mark Northrup, Mayor

\_\_\_\_\_  
Date

**CITY OF ZEELAND**

\_\_\_\_\_  
Richard Van Dorp III, Mayor

\_\_\_\_\_  
Date

**Interlocal Agreement for Ottawa County to Approve the Designated  
Assessor for the period beginning January 1, 2027**

**Addendum A:**

**1. Current Stated Equalization (“SEV”) values in the County by class, including special act values. Total number of parcels in the County, by classification, including special act rolls, within each assessing district:**

**(A.) Real Property SEV, as of 2026 March BOR:**

- Agricultural Real--1,098,014,300; 4,183 Parcels
- Commercial Real--3,337,931,525; 5,354 Parcels
- Industrial Real-- 1,581,384,200; 1,669 Parcels
- Residential Real--21,033,391,857; 101,689 Parcels
- Timber-Cutover--None Classified
- Developmental-- None Classified

**(B.) Personal Property, as of 2026 March BOR:**

- Agricultural Personal--0; 0 Parcels
- Commercial Personal-- 232,830,700; 8,023 Parcels
- Industrial Personal-- 344,958,900; 592 Parcels
- Residential Personal--None Classified
- Utility Personal-- 409,399,200; 208 Parcels.

**(C.) Equivalent SEV of Special Acts as of 2026 March BOR:**

- Industrial Facilities Exemption (Act 198 of 1974)-- 402,968,000; 326 Parcels
- Commercial Rehabilitation Act Roll (PA 210 of 2005)—25,048,500; 33 Parcels
- Commercial Redevelopment Act Roll (PA 255 of 1978)—1,089,100; 2 Parcels
- Obsolete Property Rehabilitation Act (P.A. 146 of 2000) –664,200; 4 Parcels
- Neighborhood Enterprise Zone Act (PA 147 of 1992)-- 8,069,400; 11 Parcels
- Residential Housing Facilities Act (P.A. 237 of 2022)—269,800; 1 Parcel
- DNR-PILT Rolls-- 36,299,000; 57 Parcels

**2. List of any unique, complex or high value properties within the County:**

- Consumers Energy-Generating Station-Zeeland City-425 N Fairview St
- Consumers Energy-Generating Station-Port Sheldon Township-7700 Margaret Ave.
- ARC Holland Real Estate Holdings-Freedom Village Senior Living Center-Holland City-145 Columbia Ave.
- Gentex Corp-Manufacturing-Zeeland City-600 Centennial St.
- CS Facilities-Continental Dairy-Coopersville City-999 Randall St.
- Mead Johnson & Company-Manufacturing of Baby Food-Zeeland City-725 E. Main Ave.
- Herman Miller Inc-Manufacturing-Zeeland City-855 E. Main Ave.
- Alden GV Owner LLC-Student Housing-Allendale Township-10897 48<sup>th</sup> Ave.

**Interlocal Agreement for Ottawa County to Approve the Designated  
Assessor for the period beginning January 1, 2027**

**Addendum B:**

**Qualifications of Proposed Designated Assessor:**

Resume, curriculum vitae, or other documents providing the Designated Assessor's current employment status as well as additional and specific details regarding the Designated Assessor's current assessing or equalization responsibilities and local unit assessing experience as it relates to being approved as the Designated Assessor for Ottawa County.

**1. Current assessor certification level and number:**

Michigan Master Assessing Officer R-8823

**2. Identification of current employment status and specific assessing or equalization Responsibilities:**

The herein named Designated Assessor, Brian L. Busscher, is currently employed by Ottawa County as the Equalization Director. The division provides assessing services for the following local units:

- Blendon Township
- Crockery Township
- Georgetown Township
- Polkton Township
- Coopersville City
- Grand Haven City
- Hudsonville City

**3. Description of prior local unit assessing experience of the proposed Designated Assessor:**

In addition to serving as assessor of record for the units outlined in item #2 above, prior assessing work includes local unit reappraisal services to various townships in Allegan County. Also currently serve as Assessor of Campbell Township in Ionia County and Monterey Township in Allegan County.

**3. Conflict of interest disclosures:**

None in contract as written.



# Action Request

**Requesting Department:**

City Manager

**Submitted By:**

Keith Van Beek

**Meeting Date:**

June 3, 2026

**Agenda Item:**

Management & Administrative Services - 12E6.2 Report - Downtown Development Authority (DDA) Board Appointment and Reappointment

**Agenda Item #:**

12E6.2

**Meeting Type:**

City Council Regular

**Attachments:**

Application

**Suggested Caption / Motion / Recommendation:**

It is recommended that City Council approve the appointment of Dillon Hassevoort to the Downtown Development Authority (DDA) Board for his first four (4) year term and approve the reappointment of Heather Ten Harmsel to the DDA Board for her second four (4) year term.

**Summary of Request:**

Section 2-98.1 of the City Code relates to appointments to the Downtown Development Authority (DDA). It states that the City Manager shall make the appointments to this Board subject to approval by the City Council. The DDA Board comprises of the City Manager and 12 other members, and non-voting members including one (1) Council Member and one (1) Youth Advisory Council Member.

The following is being recommended:

- The **appointment of Dillon Hassevoort** for his first four year term, said term expiring on June 30, 2030. Hassevoort will begin his term on July 1, 2026, filling the seat of Greg Barry, whose term will expire on June 30, 2026. Barry is not eligible for reappointment as he has reached his two term limit.
- The **reappointment of Heather Ten Harmsel** for her second four year term, said term expiring on June 30, 2030.

**Financial Information:**

Total Cost: N/A

General Fund Cost: N/A

Included in Budget:  Yes  No  N/A

If not included in budget, recommended funding source:

**Action is related to the Strategic Plan and Business Plan:**

Goal:

2: To Enhance Connections with Stakeholders

4: To Provide Quality Services to All Stakeholders

Objective:

2.7: Continue to implement recommendations of the Board/Committee/Commission (BCC) report, connecting citizens with potential volunteer openings.

4.6: Management and Administrative Services - provide effective leadership and support for citizens and operations.

4.7: Downtown Group - provide a vibrant downtown that is a place of choice for all stakeholders.

City Manager:

Recommended

Not Recommended

Without Recommendation

Board / Commission / Committee Approval Date:

Board / Commission / Committee Name:

N/A

## Appointed Board/Commission Volunteer Application

City of Holland Volunteer Services Department  
270 S. River Avenue, Holland, MI 49423  
616.355.1324 616.546.7056 - Fax  
volunteer@cityofholland.com

It is the policy of the City of Holland that equal opportunity shall be afforded to all persons without regard to race, sex, color, creed, religion, national origin, marital status, height, weight, age, or disability.

**Name:** Dillon Hassevoort  
**Address:** 16542 James St  
**City, State & Zip:** Holland, MI 49424  
**Day Phone:** 616 318 4355 **Evening Phone:** 616 318 4355  
**Email Address:** dhassevoort@gdkproperties.com

**Please check appropriate response:**

- City Resident  
 Non Resident/City Property Owner  
 Non-City Resident

**Please list any special needs or accommodations:**

\_\_\_\_\_

**In case of emergency, notify:**

**Name:** Allison Hassevoort  
**Address:** 16542 James st Holland MI 49424  
**Relation:** Wife  
**Phone (AM/PM):** 616 610 5237

**Please check appropriate response:**

- Adult (18 years and up)  
 Youth (14 to 17 years) - work permit must be attached

**Have you ever been convicted of a felony?**

Yes – Explain when, where and nature of offense:

\_\_\_\_\_  
 No

**Are there any felony charges pending against you now?**

Yes – Please explain:

\_\_\_\_\_  
 No

**Please indicate your volunteer interest:**

DDA Board

\_\_\_\_\_

\_\_\_\_\_

**What special skills do you offer as a volunteer?**

7 years of property management in the downtown area

\_\_\_\_\_

\_\_\_\_\_

**Why are you interest in serving the City as a volunteer?**

Serving the public and tenants to enhance the experience of living or visiting downtown Holland

\_\_\_\_\_

\_\_\_\_\_

**Availability**

(Please check all that apply)

- Morning  
 Afternoon  
 Evening  
 As Needed

- Monday  
 Tuesday  
 Wednesday  
 Thursday  
 Friday  
 Saturday

**Employment Information:**

Company	Duties/Activities	Dates of Employment	
		To	From
Geenen Dekock Properties	property manager	5/26/26	1/1/19

**Community Involvement**

Organization	Duties/Activities	Dates of Involvement	
		To	From
Project Home	Participant	N/A	N/A

**Educational Background**

	Name	City/State	Course of Study
High School	Hudsonville High School	Hudsonville, MI	
College	Grand Rapids Community College	Grand Rapids, MI	Criminal Justice
Other			
Special Training			

I hereby certify that all statements on this volunteer application are made truthfully and without evasion, and further understand and agree that such statements may be investigated and, if found to be false, will be sufficient reason for not being appointed may result in dismissal.

I authorize the references listed on this application and any prior employer, educational institution, or any other persons or organizations to give the City of Holland any and all information concerning my previous employment/educational accomplishments, disciplinary information or any other pertinent information they may have, personal or otherwise, and release all parties from all liabilities for any damage that may result from furnishing same to you. I hereby waive written notice that employment information is being provided by any person or organization.

In accordance with ADA requirements, if I require an accommodation to perform my duties, I must notify the City Volunteer Services Office of that need within 180 days after I know or reasonably should have known that an accommodation was needed. Failure to do so will bar me from alleging that City of Holland has not accommodated me as required by law.

I hereby authorize the City to secure criminal conviction history from the appropriate law enforcement agency, should the City determine it is necessary to do so.

The information on this application will be treated in a confidential manner by the Volunteer Services Coordinator. However, appropriate information will be reviewed by the City Council prior to an appointment being approved.

  
Volunteer's signature

5/26/26

Date

Date of Birth (Optional): [REDACTED]

*Date of Birth is necessary to conduct the criminal background check. If you are selected, you will be asked for this information.*



# Action Request

<b>Requesting Department:</b> Downtown Development	<b>Submitted By:</b> Matt Helmus	<b>Meeting Date:</b> June 3, 2026
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<b>Agenda Item:</b> Management & Administrative Services - 12E6.3 Report - Downtown Group - Windmill Island Gardens Approval of Catering Agreements for the 2026 Season	<b>Agenda Item #:</b> 12E6.3
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<b>Meeting Type:</b> City Council Regular	<b>Attachments:</b> Catering Agreements
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**Suggested Caption / Motion / Recommendation:**  
It is recommended that City Council approve the Catering Agreements for the 2026 season at Windmill Island Gardens as indicated herein, and the Mayor and City Clerk be authorized to execute the Agreements on behalf of the City, subject to approval as to form by the City Attorney's Office.

**Summary of Request:**  
Council approval of catering agreements for the 2026 season at Windmill Island Gardens is requested.

City Council has previously approved policies and procedures for the operation of catering services at Windmill Island Gardens. At this time, the following five (5) companies have indicated a desire to provide catering services and have met the requirements of the catering policy for the pavilion at Windmill Island Gardens: Above & Beyond, Mezkla, Martha's Catering, The Gilmore Collection, and Beechwood Inn. Catering agreements for each of the catering services are prepared by the City Attorney's office.

As in the past, the Agreements require a payment to the City by the caterer of \$1.50 per guest (with a minimum of \$150 for weddings under 100 guests.) The Caterer also provides a certificate of insurance to the City, listing the City of Holland as additional insured. All other arrangements are between the caterer and the party that is leasing the pavilion from the City.

**Financial Information:**  
 Total Cost: \$0      General Fund Cost: \$0      Included in Budget:  Yes  No  N/A  
 If not included in budget, recommended funding source:

**Action is related to the Strategic Plan and Business Plan:**  
 Goal:  
 4: To Provide Quality Services to All Stakeholders

**Objective:**  
 4.7: Downtown Group - provide a vibrant downtown that is a place of choice for all stakeholders.

**City Manager:**       **Recommended**       **Not Recommended**       **Without Recommendation**

**Board / Commission / Committee Approval Date:**

**Board / Commission / Committee Name:**

## **Catering Services Agreement Windmill Island Gardens**

This Catering Service Agreement is made as of this 1st day of June, 2026 between the City of Holland of 270 S. River Ave., Holland, Michigan 49423 (the "City") and Above & Beyond, the "Caterer").

The City desires to contract with the Caterer for the purpose of catering wedding events for Customers who rent the Celebration Pavilion at Windmill Island Gardens and therefore, the City and the Caterer agree as follows:

1. **Term.** The term of this Agreement shall begin on June 1, 2026 and shall continue until December 31, 2026. The Caterer acknowledges that this is not an exclusive arrangement to cater weddings or receptions at Windmill Island Gardens.
2. **Extension.** This Agreement may be extended upon the mutual consent of the City and the Caterer.
3. **Reservation of Windmill Island Gardens.** The Caterer acknowledges that the Windmill Island Gardens facility needs to be rented by the Customer and will be available on a "first come" basis. This Agreement does not guarantee that the Windmill Island Gardens will be available on any particular date or time until the Customer enters into a rental agreement with Windmill Island Gardens.
4. **Termination.** This Agreement may be terminated with or without cause upon either the City or the Caterer providing 60 days written notice to the other.
5. **Post-Event Cleanup.** The Caterer is required to remove all garbage, trash, soiled linens, dishware, and its portable equipment from the Celebration Pavilion and any of the surrounding area that is used immediately following each event.
6. **Respect for Windmill Island Gardens.** The Caterer will respect and not damage the lawns and flowerbeds on Windmill Island Gardens. Vehicles shall stay on the road(s) at all times.
7. **Payment of Fee.** The Caterer agrees to pay the City of Holland a site fee of \$150 up to 100 guests and \$1.50 per head for events over 100 people. Checks shall be payable to the City. Payment is due within 30 days of the event. If the Caterer does not make payment of the site fee within 30 days of the event, interest will accrue on the amount owing at the rate of 1 ½% per month. If the Caterer fails to pay the amount due, it agrees that it will be liable for reasonable attorney fees and all costs incurred for collection of the amount owed.

8. **Notice of Contracts.** The Caterer agrees to notify the City in writing of any contracts it enters into with respect to a wedding or reception at Windmill Island Gardens. The Caterer agrees to provide notice within 10 days of signing such contracts. Caterer shall advise the Customer that the Customer needs to rent Windmill Island Gardens from the City.
  
9. **Insurance.** The Caterer shall, at its sole expense, at all times during the term of Agreement, maintain insurance as required by this Section:
  - a. General liability insurance (under a policy that includes contractual liability and public liability coverage) In an amount of not less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate for both bodily injury and property damage, providing coverage equivalent to or greater than those provided by Insurance Services Office (ISO) Commercial General Liability Policy Occurrence Form.
  
  - b. Automobile liability insurance insuring the Caterer and naming the City, its officials, officers, employees, and agents as additional insureds. The insurance shall be in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. c. The coverage limit may be attained by use of an umbrella or excess coverage policy.
  
  - c. Workers compensation insurance as required by law.
  
  - d. Caterer must submit a Certificate of Insurance and endorsements to Windmill Island Gardens for approval listing the City of Holland, its officials, officers, agents, and employees as additional insureds for the general liability, automobile liability and umbrella or excess coverage insurance and provide that the insurer waives subrogation.
  
10. **Requirements for Serving Beer and Wine.** If caterer will be offering beer or wine at an event, the Caterer must obtain a permit pursuant to Section 22-10 of the Holland City Code and must comply with all requirements of the ordinance and the rules and regulations adopted thereunder. Among other requirements, the Caterer shall provide (a) proof of licensing, if required, and a Certificate of liquor liability insurance naming the City of Holland, its officials, officers, agents and employees as additional insureds written on an occurrence basis and (b) evidence that its employees and staff are TOPS trained for the serving of alcoholic beverages; all as required by Section 2210.
  
11. **Indemnification.** The Caterer agrees to indemnify, defend, and hold the City and its officials, officers, employees, and agents harmless from any and all claims, actions, liabilities, costs, expenses and damages asserted against them (including reasonable attorney fees and costs) arising out of or related to the actions or inactions of the Caterer, its invitees and licensees under this Agreement. The Caterer also agrees to reimburse the City for any damages caused by the Caterer or its invitees and licensees to Windmill Island Gardens and for any cost incurred by the City if the Caterer fails to perform its cleanup obligations under Section 5.

**CITY OF HOLLAND**

**Above & Beyond**

---

By: Nathan Bocks, Mayor

Caterer Representative

---

Approved as to Form

By: Brenda Katerberg, City Clerk

---

By: Vincent Duckworth, City Attorney

Dated:

---

**CHECKLIST TO PROVIDE TO WINDMILL ISLAND GARDENS;**

- Copy of current fixed food service license
- Copy of SDM license when required by state law
- Copy of Caterer's Certificate of Insurance with additional insured and waiver of subrogation endorsements
- Copy of Caterer's Certificate of liquor liability insurance (pg. 2 of liability certificate). Windmill Island Gardens must be named as additional insured with a waiver of subrogation.
- Evidence that the employee(s) serving beer or wine are TIPS trained. (copies of cards or certificates required)

## **Catering Services Agreement Windmill Island Gardens**

This Catering Service Agreement is made as of this 1st day of June, 2026 between the City of Holland of 270 S. River Ave., Holland, Michigan 49423 (the "City") and Beechwood Grill, the "Caterer").

The City desires to contract with the Caterer for the purpose of catering wedding events for Customers who rent the Celebration Pavilion at Windmill Island Gardens and therefore, the City and the Caterer agree as follows:

1. **Term.** The term of this Agreement shall begin on June 1, 2026 and shall continue until December 31, 2026. The Caterer acknowledges that this is not an exclusive arrangement to cater weddings or receptions at Windmill Island Gardens.
2. **Extension.** This Agreement may be extended upon the mutual consent of the City and the Caterer.
3. **Reservation of Windmill Island Gardens.** The Caterer acknowledges that the Windmill Island Gardens facility needs to be rented by the Customer and will be available on a "first come" basis. This Agreement does not guarantee that the Windmill Island Gardens will be available on any particular date or time until the Customer enters into a rental agreement with Windmill Island Gardens.
4. **Termination.** This Agreement may be terminated with or without cause upon either the City or the Caterer providing 60 days written notice to the other.
5. **Post-Event Cleanup.** The Caterer is required to remove all garbage, trash, soiled linens, dishware, and its portable equipment from the Celebration Pavilion and any of the surrounding area that is used immediately following each event.
6. **Respect for Windmill Island Gardens.** The Caterer will respect and not damage the lawns and flowerbeds on Windmill Island Gardens. Vehicles shall stay on the road(s) at all times.
7. **Payment of Fee.** The Caterer agrees to pay the City of Holland a site fee of \$150 up to 100 guests and \$1.50 per head for events over 100 people. Checks shall be payable to the City. Payment is due within 30 days of the event. If the Caterer does not make payment of the site fee within 30 days of the event, interest will accrue on the amount owing at the rate of 1 ½% per month. If the Caterer fails to pay the amount due, it agrees that it will be liable for reasonable attorney fees and all costs incurred for collection of the amount owed.



**CITY OF HOLLAND**

**Beechwood Grill**

---

By: Nathan Bocks, Mayor

---

Caterer Representative

---

Approved as to Form

By: Brenda Katerberg, City Clerk

---

By: Vincent Duckworth, City Attorney

Dated:

---

**CHECKLIST TO PROVIDE TO WINDMILL ISLAND GARDENS;**

- Copy of current fixed food service license
- Copy of SDM license when required by state law
- Copy of Caterer's Certificate of Insurance with additional insured and waiver of subrogation endorsements
- Copy of Caterer's Certificate of liquor liability insurance (pg. 2 of liability certificate). Windmill Island Gardens must be named as additional insured with a waiver of subrogation.
- Evidence that the employee(s) serving beer or wine are TIPS trained. (copies of cards or certificates required)

## **Catering Services Agreement Windmill Island Gardens**

This Catering Service Agreement is made as of this 1st day of June, 2026 between the City of Holland of 270 S. River Ave., Holland, Michigan 49423 (the “City”) and The Gilmore Collection, the “Caterer”).

The City desires to contract with the Caterer for the purpose of catering wedding events for Customers who rent the Celebration Pavilion at Windmill Island Gardens and therefore, the City and the Caterer agree as follows:

1. **Term.** The term of this Agreement shall begin on June 1, 2026 and shall continue until December 31, 2026. The Caterer acknowledges that this is not an exclusive arrangement to cater weddings or receptions at Windmill Island Gardens.
2. **Extension.** This Agreement may be extended upon the mutual consent of the City and the Caterer.
3. **Reservation of Windmill Island Gardens.** The Caterer acknowledges that the Windmill Island Gardens facility needs to be rented by the Customer and will be available on a “first come” basis. This Agreement does not guarantee that the Windmill Island Gardens will be available on any particular date or time until the Customer enters into a rental agreement with Windmill Island Gardens.
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6. **Respect for Windmill Island Gardens.** The Caterer will respect and not damage the lawns and flowerbeds on Windmill Island Gardens. Vehicles shall stay on the road(s) at all times.
7. **Payment of Fee.** The Caterer agrees to pay the City of Holland a site fee of \$150 up to 100 guests and \$1.50 per head for events over 100 people. Checks shall be payable to the City. Payment is due within 30 days of the event. If the Caterer does not make payment of the site fee within 30 days of the event, interest will accrue on the amount owing at the rate of 1 ½% per month. If the Caterer fails to pay the amount due, it agrees that it will be liable for reasonable attorney fees and all costs incurred for collection of the amount owed.

8.8. **Notice of Contracts.** ~~Notice of Contracts~~ to notify the City in ~~Writing of any contract for the City~~ of any contract with respect to a wedding or reception at Windmill Island Gardens. The Caterer agrees ~~to~~ with respect to a ~~provide~~ notice within 10 days of signing such contracts. Caterer shall advise the Customer ~~that~~ provide notice within the Customer needs to rent Windmill Island Gardens from the ~~City~~ the Customer needs to rent Windmill Island Gardens.

9.9. **Insurance.** ~~The~~ Caterer shall, at its sole expense, at all times during the term of Agreement, ~~The~~ Caterer shall, at it maintain insurance as required by this Section: ~~maintain~~ insurance as required by this Section:

a.a. ~~General liability insurance (under a policy that includes contractual liability, public liability, and general liability coverage) In an amount of not less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate for both bodily injury and property damage, providing coverage equivalent to or greater than those provided by Insurance Services Office (ISO) Commercial General Liability Policy Occurrence Form.~~ ~~General liability insurance (under a policy that includes contractual liability, public liability, and general liability coverage) In an amount of not less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate for both bodily injury and property damage, providing coverage equivalent to or greater than those provided by Insurance Services Office (ISO) Commercial General Liability Policy Occurrence Form.~~ ~~Commercial General Liability Policy Occurrence Form.~~

b.b. ~~Automobile liability insurance insuring the Caterer and naming the City, its officials, officers, employees, and agents as additional insureds. The insurance shall be in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The coverage limit may be attained by use of an umbrella or excess coverage policy.~~ Automobile liability insurance insuring the Caterer and naming the City, its officials, officers, employees, and agents as additional insureds. The insurance shall be in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. The coverage limit may be attained by use of an umbrella or excess coverage policy.

c. ~~Workers compensation insurance as required by law.~~ Workers compensation insurance as required by law.

d.d. ~~Caterer must submit a Certificate of Insurance and endorsement to Windmill Island Gardens for approval listing the City of Holland, its officials, officers, agents, employees as additional insureds for the general liability, automobile liability and umbrella or excess coverage insurance and provide that the insurer waives subrogation.~~ Caterer must submit a Certificate of Insurance and endorsement to Windmill Island Gardens for approval listing the City of Holland, its officials, officers, agents, employees as additional insureds for the general liability, automobile liability and umbrella or excess coverage insurance and provide that the insurer waives subrogation.

10. **Requirements for Serving Beer and Wine.** ~~Requirements for Serving Beer and Wine~~ If caterer will be the Caterer must obtain a permit pursuant to Section 22-10 of the Holland City Code and must ~~the~~ Caterer must obtain a permit pursuant to Section 22-10 of the Holland City Code and must comply with all requirements of the ordinance and the rules and regulations adopted thereunder. ~~Among other requirements, the Caterer shall provide (a) proof of licensing, if required, and among other requirements Certificate of liquor liability insurance naming the City of Holland as additional insured and (b) evidence that its employees and staff are TOPS trained for the serving of alcoholic beverages; all as required by Section 22-10.~~ Among other requirements, the Caterer shall provide (a) proof of licensing, if required, and among other requirements Certificate of liquor liability insurance naming the City of Holland as additional insured and (b) evidence that its employees and staff are TOPS trained for the serving of alcoholic beverages; all as required by Section 22-10.

11. **Indemnification.** ~~The~~ Caterer agrees to indemnify, defend, and hold the City and its officials, officers, employees, and agents harmless from any and all claims, actions, liabilities, costs, expenses, and damages asserted against them (including reasonable attorney fees and costs) arising out of or related to the actions or inactions of the Caterer, its invitees and licensees under this Agreement. The Caterer also agrees to reimburse the City for any damages caused by the Caterer or its invitees and licensees to Windmill Island Gardens and ~~its~~ ~~City~~ if the Caterer fails to perform its cleanup obligations under Section 22-10.

**CITY OF HOLLAND**

**The Gilmore Collection**

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By: Nathan Bocks, Mayor

Caterer Representative

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Approved as to Form

By: Brenda Katerberg, City Clerk

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By: Vincent Duckworth, City Attorney

Dated:

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**CHECKLIST TO PROVIDE TO WINDMILL ISLAND GARDENS;**

- Copy of current fixed food service license
- Copy of SDM license when required by state law
- Copy of Caterer's Certificate of Insurance with additional insured and waiver of subrogation endorsements
- Copy of Caterer's Certificate of liquor liability insurance (pg. 2 of liability certificate). Windmill Island Gardens must be named as additional insured with a waiver of subrogation.
- Evidence that the employee(s) serving beer or wine are TIPS trained. (copies of cards or certificates required)

## **Catering Services Agreement Windmill Island Gardens**

This Catering Service Agreement is made as of this 1st day of June, 2026 between the City of Holland of 270 S. River Ave., Holland, Michigan 49423 (the "City") and Martha's Catering, the "Caterer").

The City desires to contract with the Caterer for the purpose of catering wedding events for Customers who rent the Celebration Pavilion at Windmill Island Gardens and therefore, the City and the Caterer agree as follows:

1. **Term.** The term of this Agreement shall begin on June 1, 2026 and shall continue until December 31, 2026. The Caterer acknowledges that this is not an exclusive arrangement to cater weddings or receptions at Windmill Island Gardens.
2. **Extension.** This Agreement may be extended upon the mutual consent of the City and the Caterer.
3. **Reservation of Windmill Island Gardens.** The Caterer acknowledges that the Windmill Island Gardens facility needs to be rented by the Customer and will be available on a "first come" basis. This Agreement does not guarantee that the Windmill Island Gardens will be available on any particular date or time until the Customer enters into a rental agreement with Windmill Island Gardens.
4. **Termination.** This Agreement may be terminated with or without cause upon either the City or the Caterer providing 60 days written notice to the other.
5. **Post-Event Cleanup.** The Caterer is required to remove all garbage, trash, soiled linens, dishware, and its portable equipment from the Celebration Pavilion and any of the surrounding area that is used immediately following each event.
6. **Respect for Windmill Island Gardens.** The Caterer will respect and not damage the lawns and flowerbeds on Windmill Island Gardens. Vehicles shall stay on the road(s) at all times.
7. **Payment of Fee.** The Caterer agrees to pay the City of Holland a site fee of \$150 up to 100 guests and \$1.50 per head for events over 100 people. Checks shall be payable to the City. Payment is due within 30 days of the event. If the Caterer does not make payment of the site fee within 30 days of the event, interest will accrue on the amount owing at the rate of 1 ½% per month. If the Caterer fails to pay the amount due, it agrees that it will be liable for reasonable attorney fees and all costs incurred for collection of the amount owed.

8. **Notice of Contracts.** The Caterer agrees to notify the City in writing of any contracts it enters into with respect to a wedding or reception at Windmill Island Gardens. The Caterer agrees to provide notice within 10 days of signing such contracts. Caterer shall advise the Customer that the Customer needs to rent Windmill Island Gardens from the City.
  
9. **Insurance.** The Caterer shall, at its sole expense, at all times during the term of Agreement, maintain insurance as required by this Section:
  - a. General liability insurance (under a policy that includes contractual liability and public liability coverage) In an amount of not less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate for both bodily injury and property damage, providing coverage equivalent to or greater than those provided by Insurance Services Office (ISO) Commercial General Liability Policy Occurrence Form.
  
  - b. Automobile liability insurance insuring the Caterer and naming the City, its officials, officers, employees, and agents as additional insureds. The insurance shall be in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. c. The coverage limit may be attained by use of an umbrella or excess coverage policy.
  
  - c. Workers compensation insurance as required by law.
  
  - d. Caterer must submit a Certificate of Insurance and endorsements to Windmill Island Gardens for approval listing the City of Holland, its officials, officers, agents, and employees as additional insureds for the general liability, automobile liability and umbrella or excess coverage insurance and provide that the insurer waives subrogation.
  
10. **Requirements for Serving Beer and Wine.** If caterer will be offering beer or wine at an event, the Caterer must obtain a permit pursuant to Section 22-10 of the Holland City Code and must comply with all requirements of the ordinance and the rules and regulations adopted thereunder. Among other requirements, the Caterer shall provide (a) proof of licensing, if required, and a Certificate of liquor liability insurance naming the City of Holland, its officials, officers, agents and employees as additional insureds written on an occurrence basis and (b) evidence that its employees and staff are TOPS trained for the serving of alcoholic beverages; all as required by Section 2210.
  
11. **Indemnification.** The Caterer agrees to indemnify, defend, and hold the City and its officials, officers, employees, and agents harmless from any and all claims, actions, liabilities, costs, expenses and damages asserted against them (including reasonable attorney fees and costs) arising out of or related to the actions or inactions of the Caterer, its invitees and licensees under this Agreement. The Caterer also agrees to reimburse the City for any damages caused by the Caterer or its invitees and licensees to Windmill Island Gardens and for any cost incurred by the City if the Caterer fails to perform its cleanup obligations under Section 5.

**CITY OF HOLLAND**

**Martha's Catering**

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By: Nathan Bocks, Mayor

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Caterer Representative

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Approved as to Form

By: Brenda Katerberg, City Clerk

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By: Vincent Duckworth, City Attorney

Dated:

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**CHECKLIST TO PROVIDE TO WINDMILL ISLAND GARDENS;**

- Copy of current fixed food service license
- Copy of SDM license when required by state law
- Copy of Caterer's Certificate of Insurance with additional insured and waiver of subrogation endorsements
- Copy of Caterer's Certificate of liquor liability insurance (pg. 2 of liability certificate). Windmill Island Gardens must be named as additional insured with a waiver of subrogation.
- Evidence that the employee(s) serving beer or wine are TIPS trained. (copies of cards or certificates required)

## **Catering Services Agreement Windmill Island Gardens**

This Catering Service Agreement is made as of this 1st day of June, 2026 between the City of Holland of 270 S. River Ave., Holland, Michigan 49423 (the "City") and Mezkla, the "Caterer").

The City desires to contract with the Caterer for the purpose of catering wedding events for Customers who rent the Celebration Pavilion at Windmill Island Gardens and therefore, the City and the Caterer agree as follows:

1. **Term.** The term of this Agreement shall begin on June 1, 2026 and shall continue until December 31, 2026. The Caterer acknowledges that this is not an exclusive arrangement to cater weddings or receptions at Windmill Island Gardens.
2. **Extension.** This Agreement may be extended upon the mutual consent of the City and the Caterer.
3. **Reservation of Windmill Island Gardens.** The Caterer acknowledges that the Windmill Island Gardens facility needs to be rented by the Customer and will be available on a "first come" basis. This Agreement does not guarantee that the Windmill Island Gardens will be available on any particular date or time until the Customer enters into a rental agreement with Windmill Island Gardens.
4. **Termination.** This Agreement may be terminated with or without cause upon either the City or the Caterer providing 60 days written notice to the other.
5. **Post-Event Cleanup.** The Caterer is required to remove all garbage, trash, soiled linens, dishware, and its portable equipment from the Celebration Pavilion and any of the surrounding area that is used immediately following each event.
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9. **Insurance.** The Caterer shall, at its sole expense, at all times during the term of Agreement, maintain insurance as required by this Section:
  - a. General liability insurance (under a policy that includes contractual liability and public liability coverage) In an amount of not less than \$2,000,000.00 per occurrence and \$2,000,000.00 aggregate for both bodily injury and property damage, providing coverage equivalent to or greater than those provided by Insurance Services Office (ISO) Commercial General Liability Policy Occurrence Form.
  
  - b. Automobile liability insurance insuring the Caterer and naming the City, its officials, officers, employees, and agents as additional insureds. The insurance shall be in an amount of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. c. The coverage limit may be attained by use of an umbrella or excess coverage policy.
  
  - c. Workers compensation insurance as required by law.
  
  - d. Caterer must submit a Certificate of Insurance and endorsements to Windmill Island Gardens for approval listing the City of Holland, its officials, officers, agents, and employees as additional insureds for the general liability, automobile liability and umbrella or excess coverage insurance and provide that the insurer waives subrogation.
  
10. **Requirements for Serving Beer and Wine.** If caterer will be offering beer or wine at an event, the Caterer must obtain a permit pursuant to Section 22-10 of the Holland City Code and must comply with all requirements of the ordinance and the rules and regulations adopted thereunder. Among other requirements, the Caterer shall provide (a) proof of licensing, if required, and a Certificate of liquor liability insurance naming the City of Holland, its officials, officers, agents and employees as additional insureds written on an occurrence basis and (b) evidence that its employees and staff are TOPS trained for the serving of alcoholic beverages; all as required by Section 2210.
  
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**CITY OF HOLLAND**

**Mezkla**

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By: Nathan Bocks, Mayor

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Caterer Representative

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Approved as to Form

By: Brenda Katerberg, City Clerk

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By: Vincent Duckworth, City Attorney

Dated:

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**CHECKLIST TO PROVIDE TO WINDMILL ISLAND GARDENS;**

- Copy of current fixed food service license
- Copy of SDM license when required by state law
- Copy of Caterer's Certificate of Insurance with additional insured and waiver of subrogation endorsements
- Copy of Caterer's Certificate of liquor liability insurance (pg. 2 of liability certificate). Windmill Island Gardens must be named as additional insured with a waiver of subrogation.
- Evidence that the employee(s) serving beer or wine are TIPS trained. (copies of cards or certificates required)



# Action Request

**Requesting Department:**

Downtown Development

**Submitted By:**

Matt Helmus

**Meeting Date:**

June 3, 2026

**Agenda Item:**

Management & Administrative Services - 12E6.4 Report - Downtown Group - Windmill Island Gardens Approval of Art on the Island Gala Special Liquor License

**Agenda Item #:**

12E6.4

**Meeting Type:**

City Council Regular

**Attachments:**

Special License Application

**Suggested Caption / Motion / Recommendation:**

It is recommended that City Council approve an application for a Special Liquor License for the Art on the Island Gala at Windmill Island Gardens to be held on Thursday, September 3, 2026.

**Summary of Request:**

Council approval of a Special Liquor License for Art on the Island Gala event to be held on September 3, 2026, is being requested.

Windmill Island Gardens staff plans to host the Art on the Island Art Contest and Gala once again in 2026. The September 3rd gala is a culmination of the season-long contest where winners are announced and celebrated. The gala includes an artwork sale, music, food, and alcoholic and non-alcoholic beverages for sale.

Approval from Council is required to apply for a Special Liquor License to allow staff and volunteers to procure and sell beer and wine at the event.

**Financial Information:**

Total Cost: \$50

General Fund Cost:

Included in Budget:  Yes  No  N/A

If not included in budget, recommended funding source:

**Action is related to the Strategic Plan and Business Plan:**

Goal:

4: To Provide Quality Services to All Stakeholders

Objective:

4.7: Downtown Group - provide a vibrant downtown that is a place of choice for all stakeholders.

City Manager:

Recommended

Not Recommended

Without Recommendation

Board / Commission / Committee Approval Date:

Board / Commission / Committee Name:

N/A



Michigan Department of Licensing and Regulatory Affairs  
 Liquor Control Commission (MLCC)  
 Mailing Address: P.O. Box 30005, Lansing, MI 48909  
 Toll-Free: 866-813-0011 - [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: \_\_\_\_\_  
 Request ID: \_\_\_\_\_  
 (For MLCC Use Only)

### Special License Application

**A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.**

#### Part 1 - Applicant Organization Information

Applicant organization name:		
Applicant address:		
City:		Zip Code:
Contact name:	Phone:	Email:
Alternate contact name:	Phone:	Email:
1. Has the applicant organization previously received a Special License? <input type="radio"/> Yes <input type="radio"/> No <i>Michigan organizations must provide current articles of incorporation filed with Michigan Corporations Division.</i>  <i>Out-of-state organizations must provide: (a) current articles of incorporation from state of issuance; (b) current certificate of good standing from state of incorporation; and (c) current Certificate of Authority to Transact Business in Michigan issued by the Michigan Corporations Division.</i>		<i>Leave Blank - MLCC Use Only</i>
2. Has the applicant organization been established for one (1) year or longer? <input type="radio"/> Yes <input type="radio"/> No Date the applicant organization was established (month/day/year): _____		
3. Is the applicant organization a municipality? <input type="radio"/> Yes <input type="radio"/> No		

#### Part 2 - Event Information - For requests at more than one location, submit separate forms for each location.

Address of event location:	
City, township, or village where event will be held:	County: <span style="float: right;">▼</span>
<b>1. Will you submit your completed application at least ten (10) business days before your event?</b> <i>It is strongly recommended that you submit the application as soon as you know the date of your event(s).</i>	
<input type="radio"/> Yes <input type="radio"/> No	
2. Do you have permission from the property owner of the location listed above to hold your event(s) on the date(s) listed below (see pages 2-3) at this location?	
<input type="radio"/> Yes <input type="radio"/> No	
3. Has the local law enforcement agency with primary jurisdiction over the event location approved this application for a Special License? (See Part 5 on Page 5)	
<input type="radio"/> Yes <input type="radio"/> No	
4. Is the event location within 500 feet of a church or school? If Yes, the church or school must consent to the event(s). (See Part 6 on Page 5)	
<input type="radio"/> Yes <input type="radio"/> No	
5. Is the event location outdoors or partially outdoors?	
<input type="radio"/> Yes <input type="radio"/> No	
If Yes, list the exact dimensions of the outdoor area: <b>Submit a clear diagram of the outdoor service area with your application form.</b>	
<input type="text"/> Width	<input type="text"/> Length
feet X feet = <input type="text"/> square feet	
Describe type and height of the barrier that will be used to enclose the outdoor area:	
6. Describe type of security that will be used for event(s) and how it will be utilized to secure and monitor to prevent sales to minors and visibly intoxicated persons:	

7. Is the event location situated in or on state owned land, such as a state park or National Guard armory?  Yes  No  
If Yes, attach a copy of your documentary proof of approval to use the state owned land.

8. Is there an existing liquor licensee issued at the event location, such as a Class C or Club license?  Yes  No  
If Yes, the existing licensee must request to place its license in escrow during the event(s). (See Part 7 on Page 5)

9. Will the event(s) involve an auction of donated wine?  Yes  No  
If Yes, please check "Wine Auction" for the applicable event date(s) on pages 2-3. Only donated wine may be auctioned under a Special License; beer and spirits cannot be auctioned. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.

10. Will marijuana be sold and consumed under a Temporary Marihuana Event License issued by the Cannabis Regulatory Agency (CRA) within the proposed event area where alcoholic liquor will be sold and consumed?  Yes  No

11. Is the event location within the commons area of a Social District?  Yes  No  
If Yes, you must obtain written documentation from the local governmental unit, including a clear diagram, that delineates the part of the commons area of the Social District to be used exclusively for your event and the part to be used exclusively by the Social District permittees during the time period for your event pursuant to [MCL 436.1551\(3\)](#). Submit the documentation and the diagram with this application.

12. The applicant organization may request up to twelve (12) Special Licenses total (one Special License per day) in a calendar year. Please complete the information below **for each individual date** for which you are requesting a Special License at this location. **If you are requesting Special Licenses for consecutive days, completely fill out a separate box for each date. If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

1	Date		Describe event being held:			
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service	<input type="checkbox"/> Beer, Wine, & Spirit Service	<input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No	If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No		

2	Date		Describe event being held:			
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service	<input type="checkbox"/> Beer, Wine, & Spirit Service	<input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No	If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No		

3	Date		Describe event being held:			
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service	<input type="checkbox"/> Beer, Wine, & Spirit Service	<input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No	If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No		

4	Date		Describe event being held:			
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service	<input type="checkbox"/> Beer, Wine, & Spirit Service	<input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No	If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No		

5	Date		Describe event being held:			
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service	<input type="checkbox"/> Beer, Wine, & Spirit Service	<input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No	If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No		

6	Date		Describe event being held:			
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service	<input type="checkbox"/> Beer, Wine, & Spirit Service	<input type="checkbox"/> Wine Auction	
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No	If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No		

12. Special license date information Continued from Page 2.

7	Date		Describe event being held:
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No                    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No
8	Date		Describe event being held:
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No                    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No
LCC-110 (01-23)			
9	Date		Describe event being held:
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No                    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No
10	Date		Describe event being held:
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No                    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No
11	Date		Describe event being held:
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No                    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No
12	Date		Describe event being held:
	Special License will be used for:		<input type="checkbox"/> Beer & Wine Service <input type="checkbox"/> Beer, Wine, & Spirit Service <input type="checkbox"/> Wine Auction
	Start Time	End Time	Is this date a Sunday? <input type="radio"/> Yes <input type="radio"/> No                    If Yes, will alcohol be served between 7:00AM and 12:00 Noon? <input type="radio"/> Yes <input type="radio"/> No

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**Part 3 - Special License Fees - Complete the Special License fee calculation on Page 4**

**For Organizations established less than one year or are municipalities** - a \$50.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$7.50 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

**For Organizations established one year or more** - a \$25.00 Special License base fee for each separate, consecutive day of the event is required. If the event is held on a Sunday and spirits will be served after 12:00 Noon, an additional \$3.75 Sunday Sales Permit (P.M.) fee is required. In addition, if any alcoholic beverages, including beer, wine, and spirits, will be served between 7:00AM and 12:00 Noon, an additional \$160.00 Sunday Sales Permit (A.M.) fee is required. Sunday Sales Permit (A.M.) and/or Sunday Sales Permit (P.M.) fees will be required for each date that is a Sunday. **If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.**

The fees must be paid by check, bank or postal money order, or by credit card, using the attached Credit Card Authorization Form (LCC-300). Checks and money orders should be made payable to **State of Michigan**.

**Part 3 Continued - Special License Fees Calculation**

Special License Base Fee: <i>(per Special License requested)</i>		<p><b>If you request a Special License for on-premises consumption AND for a Wine Auction both on the same date at the same location, you are requesting two (2) separate licenses and you must pay a license fee for both licenses.</b></p> <p>Make checks payable to: <b>State of Michigan</b></p>	<p><i>Leave Blank - MLCC Use Only</i></p>
x Number of Special Licenses:			
= Special License Fees: <i>MLCC Fee Code: 4008</i>			
+ Sunday Sales Permit (P.M.) Fees: <i>MLCC Fee Code: 4032</i>			
+ Sunday Sales Permit (A.M.) Fee: <i>MLCC Fee Code: 4033</i>			
<b>= TOTAL FEES DUE:</b>			

**Part 4 - Signatures of Applicant Organization's Officers, Witnesses, and Notary**

Pursuant to administrative rule R 436.575, the president and secretary of the organization making application shall sign the application and the signatures shall be notarized. Political candidates only need to sign the president section and have it notarized.

**By signing below the applicant organization's officers attest that:**

We certify that all profits from the sale of beer, wine and/or spirits or from a wine auction will go to the applicant organization and not to any individual. We further certify that any license issued by the Michigan Liquor Control Commission is a contract subject to suspension or revocation by the Commission, that there shall be no liability on the part of the State of Michigan, the Commission, or any of its officers or employees by reason of such suspension or revocation, and that the granting of the license does not create a vested right.

Under administrative rule R 436.1003, the licensee shall comply with all state and local building, plumbing, zoning, sanitation, and health laws, rules, and ordinances as determined by the state and local law enforcements officials who have jurisdiction over the licensee. Approval of this application by the Michigan Liquor Control Commission does not waive any of these requirements. The licensee must obtain all other required state and local licenses, permits, and approvals for this business before using this license for the sale of alcoholic liquor on the licensed premises.

We certify that the information contained in this form is true and accurate to the best of my knowledge and belief. We agree to comply with all requirements of the Michigan Liquor Control Code and Administrative Rules. By signing this application, we are freely and voluntarily consenting and submitting to inspections of the licensed premises in accordance with MCL 436.1217(2)-(3) and R 436.1011(4). We also understand that providing **false** or **fraudulent** information is a violation of the Liquor Control Code pursuant to MCL 436.2003.

**A completed Special License application must be submitted as early as possible before your event(s) to avoid any delays in processing. It is strongly recommended that you submit the application as soon as you know the date of your event(s). Failure to submit a completed application at least ten (10) business days prior to the event(s) may result in no Special License being issued, pursuant to administrative rule R 436.575.**

Print Name and <u>Phone Number</u> of President	Signature of President	Date
Print Name of Notary	Signature of Notary	Date
Notary Public, State of Michigan, County of	Acting in the County of	
My commission expires		

Print Name and <u>Phone Number</u> of Secretary	Signature of Secretary	Date
Print Name of Notary	Signature of Notary	Date
Notary Public, State of Michigan, County of	Acting in the County of	
My commission expires		

**Part 5 - Local Law Enforcement Approval\***

The local law enforcement agency with primary jurisdiction over the event location must complete this section.

Name of law enforcement agency:	
Name & title of reviewing officer:	
Phone number of officer:	Email of officer:
If event will be held on a Sunday, is the sale of alcohol from 7:00am to 12:00 Noon on Sunday allowed in this local governmental unit? <input type="radio"/> Yes <input type="radio"/> No	
If the event will be held on a Sunday, is the sale of alcohol after 12:00 Noon on Sunday allowed in this local governmental unit? <input type="radio"/> Yes <input type="radio"/> No	
<b>I certify that I have reviewed the application of the applicant organization for a Special License and approve the issuance of a Special License by the Michigan Liquor Control Commission at the proposed event location.</b>	
_____	_____
Signature of Reviewing Officer	Date

**Part 6 - Church/School Consent (If Applicable)\***

If the event location is located within 500 feet of a church or school, the applicant organization must obtain the consent of the church or school. A church or school within 500 feet of the event location may object based on such the sale of alcohol at the location adversely affecting the church or school's operations. If a proper objection is filed, the Commission shall hold a hearing to determine whether the granting of the application will adversely affect the operation of the church or school.

Name of church or school:	
Address of church or school:	
City:	Zip Code:
Phone number:	Email:
Name of clergy member or superintendent:	
<b>I, the authorized representative of the above named church or school, state that the church or school has no objection to the issuance of a Special License to the applicant organization at its proposed event location.</b>	
_____	_____
Signature of Clergy Member or Superintendent	Date

***\*Please note: the Commission has the sole and only right to approve or deny this request for a Special License.***

**Part 7 - Existing On-Premises Licensee Escrow Request (If Applicable)**

If the event location is currently licensed with an on-premises license, the licensee must request that its license be placed into escrow for the date(s) and time(s) of the Special Licenses issued for use at the event location requested on this application. If the existing license would prefer to temporarily drop space from its licensed premises, it must submit a letter to the Commission requesting to drop space temporarily from its licensed premises during the event date(s) and time(s), accompanied by a diagram showing the area where the license will temporarily drop space from its licensed premises to accommodate the applicant organization.

Name of licensee:	Business ID Number:
Type of license held at this location (e.g. Class C, Club, Tavern, etc.):	
Phone number:	Email:
Name of authorized signer for licensee:	
<b>I, the authorized signer, for the above named on-premises licensee, request that the licensee's licenses at this location be placed into escrow during the date(s) and time(s) specified for the Special Licenses issued for use at this location.</b>	
_____	_____
Signature of Authorized Signer for Licensee	Date



Michigan Department of Licensing and Regulatory Affairs  
 Liquor Control Commission (MLCC)  
 Mailing Address: P.O. Box 30005, Lansing, MI 48909  
 Toll-Free: 866-813-0011 - [www.michigan.gov/lcc](http://www.michigan.gov/lcc)

Business ID: \_\_\_\_\_  
 Request ID: \_\_\_\_\_  
 (For MLCC Use Only)

**Certified Resolution of the Membership or Board of Directors Authorizing the Application for Special License**  
 (Required under Administrative Rule R 436.576 - Not Required for Candidate Committee)

At a  Regular  Special meeting of the  Membership  Board of Directors

called to order by \_\_\_\_\_ on \_\_\_\_\_ (Date) at \_\_\_\_\_ (Time)

the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from \_\_\_\_\_ (Name of Organization)

for a Special License to serve alcohol on \_\_\_\_\_ (Event Date or Dates)

to be located at \_\_\_\_\_ (Physical Address - Include Location Name, Street Address, City, State, & Zip Code)

It is the consensus of this body that the application be \_\_\_\_\_ (Recommended or Not Recommended) for issuance.

**Approval Vote Tally**

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

**Certification by Authorized Officer of Organization:**

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the

Membership  Board of Directors at a  Regular  Special meeting held on \_\_\_\_\_ (Date)

\_\_\_\_\_  
 Print Name & Title of Authorized Officer                      Signature of Authorized Officer                      Date





Michigan Department of Licensing and Regulatory Affairs
Finance and Administrative Services
Revenue Services

LARA Revenue Services is not a part of the Michigan Liquor Control Commission (see note below).

Credit Card Authorization Form

\*\* FAX COMPLETED FORM TO SECURE FAX LINE: 517-284-8557 \*\*

\*\* DO NOT EMAIL OR MAIL THIS FORM \*\*

Requests with credit card payments that are not faxed to the above secure fax line will be destroyed along with the credit card authorization in order to ensure the security of applicants' personal credit card numbers.

\*IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED\*\*

Name on Card: \_\_\_\_\_ Payment Amount: \_\_\_\_\_
Billing Address: \_\_\_\_\_ Card Number: \_\_\_\_\_
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Check One:
Phone: \_\_\_\_\_ MasterCard Visa Discover American Express
Email: \_\_\_\_\_ Security Code/CVV Code: \_\_\_\_\_
Applicant/Licensee Name: \_\_\_\_\_ Request or Business ID #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Payment is for:

Signature

IF YOU ARE NOT SUBMITTING AN APPLICATION FORM WITH THIS CREDIT CARD AUTHORIZATION, YOU MUST PROVIDE AN ITEMIZATION OF THE FEES FOR WHICH YOU ARE SUBMITTING PAYMENT OR YOUR PAYMENT WILL NOT BE PROCESSED.

Credit Card Payment Itemization:

Table with 3 columns: Fee Type, Fee Amount, MLCC Fee Code. Includes items like Inspection Fee(s), Special License Fee(s), Temporary Authorization Fee, License Renewal Fee(s), Manufacturer License(s), Wholesaler License(s), New Retailer License(s), Transfer Retailer License(s), Conditional License, New Add Bar, Transfer Add Bar, Sunday Sales Permit (AM/PM), and Catering Permit.

LARA Revenue Services is not a part of the Michigan Liquor Control Commission (MLCC). Receipt of payment and application forms by LARA Revenue Services does not constitute receipt of an application by the MLCC. Applications submitted through LARA Revenue Services may take up to two (2) additional business days to be received by the MLCC after receipt by LARA Revenue Services.

For requests that require a timely receipt of an application by the MLCC to be processed, such as Special Licenses and temporary requests, please ensure that your application will be received in adequate time to be processed by the MLCC after the payment is received and processed by LARA Revenue Services.



# Action Request

**Requesting Department:**

City Manager

**Submitted By:**

Matt VanDyken

**Meeting Date:**

June 3, 2026

**Agenda Item:**

Management & Administrative Services - 12E6.5 Report - Revocable License Agreement - 21 W 8th Street - Seasonal Floral Arch

**Agenda Item #:**

12E6.5

**Meeting Type:**

City Council Regular

**Attachments:**

Application and Agreement

**Suggested Caption / Motion / Recommendation:**

It is recommended that City Council approve a Revocable License Agreement between the City and Vulpine, LLC for the installation of a seasonal floral arch around the top of the exterior front door at 21 W 8th Street, subject to approval as to form by the City Attorney's Office; that the Applicant pay the legal administration fee; and that the Mayor and City Clerk be authorized to execute the Agreement on behalf of the City.

**Summary of Request:**

City Council's consideration to approve a revocable license agreement between Vulpine, LLC at 201 Monroe Avenue NW, Suite 500, Grand Rapids, MI 49503, and the City of Holland is requested.

The City has received an application to enter into a revocable license agreement with Vulpine, LLC for the installation of a seasonal floral arch at 21 W 8th Street. The floral arch will be installed on the south side of the building over the doorway and will extend into the public right-of-way owned by the City along the north side of 8th Street.

The construction, installation, erection, maintenance, and use of the floral arch shall be in conformance with the ordinances of the City. The floral arch is a seasonal installation which will change from season-to-season. The floral arch will be 6' 6" in length and approximately 1' to 2' in height. It will be installed such that the bottom of the arch is a minimum of 9' 6" above the sidewalk and approximately 7" above the top of the ingress and egress door located on the front of the building. It will project no more than 16" from the facade of the building over the sidewalk into the public right-of-way along the north side of 8th Street.

**Financial Information:**

Total Cost: N/A

General Fund Cost: N/A

Included in Budget:  Yes  No  N/A

If not included in budget, recommended funding source:

**Action is related to the Strategic Plan and Business Plan:**

Goal:

4: To Provide Quality Services to All Stakeholders

Objective:

4.7: Downtown Group - provide a vibrant downtown that is a place of choice for all stakeholders.

City Manager:

Recommended

Not Recommended

Without Recommendation

Board / Commission / Committee Approval Date:

Board / Commission / Committee Name:

N/A

**From:** [noreply@civicplus.com](mailto:noreply@civicplus.com)  
**To:** [Matt VanDyken](#); [Mallory Huizenga](#)  
**Subject:** Online Form Submittal: Application For Revocable License Agreement  
**Date:** Thursday, April 23, 2026 6:03:30 PM

Caution! This message was sent from outside your organization.

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## Application For Revocable License Agreement

Awning, canopy, marquee signs or projecting signs which extend over the City's rights-of-way require a revocable license from City Council prior to receiving a building permit (Section 39-8.10.B of the Ordinance Code). Also, a revocable license agreement is required from the City Council to install groundwater monitoring wells.

The following four (4) documents must be provided:

1. Application
2. Valid Insurance Certificate
3. Proposed Activity Plan or Sketch
4. \$350 check
  1. Please bring payment to the City Manager's Office:
  2. Holland City Hall, 2<sup>nd</sup>Floor  
270 South River Avenue  
Holland, MI 49423
  3. Application will not be processed without payment.

Project Address	21 West 8th Street
Business Name	Vulpine LLC
Business Phone #	6169169775
Business Address	21 west 8th street
Zip Code	49423
Business Owner Name	Andrea DeVos Abraham
Email Address	emily@vulpineandco.com
Business Owner	3110 Bonnell

Address (if different)

---

Zip Code 49506

---

Building Owner Name Lumir LLC

---

Building Owner Phone # (616) 392-2580

---

Email Address mark@lumirllc.com

---

Building Address 21 west 8th street

---

Zip Code 49423

---

Partnership or Other Address NA

---

Zip Code NA

---

Name of who is responsible to sign the agreement Emily Jones

---

Email Address emily@vulpineandco.com

---

General Description of Proposed Work (height, length, width, materials, distance between walking surface and bottom of encroachment, etc.); include plan showing elevation and end section: Floral Arch instal around exterior front door.

---

Lettering, logo, or artwork on encroachment? If yes, explain: No

---

General Conditions Applicable to this Permit:  
Permit Application Fee \$350 payable to City of Holland (Cost of the building permit not included in this amount).

Legal description of property.

**Insurance Requirements:** All insurance documents must show City of Holland as the Certificate Holder: City of Holland, 270 S. River Avenue, Holland, MI 49423 (no person's name or department). Also, where there are

notes at the bottom, the following must be included: **The City of Holland, its officers, agents and employees are named as Additional Insureds for general and automobile liability insurance. Waiver of Subrogation is Applicable.** If the certificate says Per Written Contract, it will be rejected! The City of Holland does not have written contracts with individual contractors. We simply issue right-of-way permits.

---

Insurance Certificate [image001.jpg](#)  
File Upload

---

Although a building permit is also required, it cannot be issued until the Revocable License Agreement is approved by City Council and prepared by the City Attorney. (Building permits issued by the Department of Community and Neighborhood Services). All work must comply with applicable regulations and ordinances.

Specific Conditions Applicable to this Permit will be attached and made a part of this permit.

---

Parties &/or Partners authorized to sign agreements

---

Signature Emily Jones

---

Title COO

---

Date 4/23/2026

---

Signature *Field not completed.*

---

Title *Field not completed.*

---

Date *Field not completed.*

---

Signature *Field not completed.*

---

Title *Field not completed.*

---

Date *Field not completed.*

---

Proposed Activity Plan or Sketch [image001\\_1.jpg](#)  
File Upload

---

Email not displaying correctly? [View it in your browser.](#)

ACORD™

Client#: 164838 WINDGRO
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: EPIC Insurance Midwest, 678 Front Ave NW, Suite 330, Grand Rapids, MI 49504
CONTACT NAME: Linda DeVries, PHONE: 616-600-9659, FAX: (A/C, No):, E-MAIL ADDRESS: certificatesgrr@epicbrokers.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Allmerica Financial Alliance Ins Co (NAIC # 10212), INSURER B: Citizens Insurance Company of MidWest (NAIC # 10395)

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Holland, its officers, agents and employees are named as Additional Insureds for General Liability. Waiver of Subrogation applies.

CERTIFICATE HOLDER: City of Holland, 270 S. River Avenue, Holland, MI 49423
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: David J. Hop

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1. **Specifications** for the floral installation must be provided as part of the application process (specifically either drawings or renderings of what will be installed at the Holland store).
  - a. Is this going to be a permanent, fixed installation? Is this a seasonal installation?  
**Seasonal**
  - b. What is the installation made out of – what materials? **Faux Florals, Steel**
  - c. How high above the door will the installation extend? **9.5 ft from ground, 7 inches from top of door**
  - d. How wide will the installation be? **6.5 ft**
  - e. How far into the right of way will the installation extend or project? **16 inches**
  - f. Who will be installing the installation? **Via Design**

**REVOCABLE LICENSE AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **CITY OF HOLLAND**, a Michigan municipal corporation, of 270 South River Avenue, Holland, Ottawa and Allegan Counties, Michigan 49423, hereinafter referred to as the “City,” and **VULPINE, LLC**, a Michigan limited liability company, of 201 Monroe Avenue NW, Suite 500, Grand Rapids, Michigan 49503, doing business at 21 West 8<sup>th</sup> Street, Holland, Michigan 49423, hereinafter referred to as the “Licensee”.

**STATEMENT OF AGREEMENT**

Licensee has requested permission from the City to install a seasonal floral arch around the top of the exterior front door, which installation will change from season-to-season (hereinafter, each seasonal floral arch is referred to as the “Floral Arch”). The Floral Arch will be installed on the South side of the building located on the real property commonly known as 21 West 8<sup>th</sup> Street, Holland, Ottawa County, Michigan 49423. The real property leased by Licensee at said address is legally described as follows:

Lot 8, Block 30, Original Plat of the City of Holland, except the East 56 feet and the West 6 inches thereof, as recorded in Liber 1 of Plats, Page 11, also except the North eight (8) feet thereof.

Tax Parcel Number 70-16-29-181-014.

The Floral Arch will be installed on the South side of the building over the doorway along the front of the building facing 8<sup>th</sup> Street, and the Floral Arch will extend into the public right-of-way owned by the City along the North side of 8<sup>th</sup> Street.

The City has agreed to grant Licensee a license for the Floral Arch to extend into the public right-of-way as identified herein. The purpose of this Agreement is to outline the terms and conditions under which the Floral Arch shall be maintained in the public right-of-way of the

City along the North side of 8<sup>th</sup> Street in Holland, Michigan on the South side of the building commonly known as 21 West 8<sup>th</sup> Street, Holland, Michigan 49423.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE CITY AND THE LICENSEE DO AGREE AS FOLLOWS:

1. Construction, Installation, Use and Maintenance of the Floral Arch. The City hereby grants to Licensee a revocable license for the construction, installation, erection, maintenance and use of the Floral Arch, which will extend into the public right-of-way owned by the City on the North side of 8<sup>th</sup> Street and which will be installed on the South side of the building located at 21 West 8<sup>th</sup> Street, Holland, Michigan 49423 ("Building"). The Building is being leased by Licensee in connection with Licensee's operation of a retail clothing and lifestyle shop known as Vulpine. The Floral Arch will be installed over the doorway on the front of the Building facing 8<sup>th</sup> Street. The right of use and related restrictions, as provided for herein, shall be extended to include Licensee and Licensee's agents, employees, invitees, guests and licensees. This Agreement is not intended to grant Licensee an easement or any other real property right in the public right-of-way along the North side of 8<sup>th</sup> Street in Holland, Michigan as a result of the installation of the Floral Arch.

The construction, installation, erection, maintenance and use of the Floral Arch shall be in conformance with the ordinances of the City of Holland. The Floral Arch is a seasonal installation which will change from season-to-season. The Floral Arch is made out of faux florals and steel. The Floral Arch will be installed such that the bottom of the Floral Arch shall be installed a minimum of nine feet six inches (9' 6") above the sidewalk and approximately seven inches (7") above the top of the ingress and egress door located on the front of the Building facing 8<sup>th</sup> Street. The Floral Arch will be six feet six inches (6' 6") in length and approximately one foot (1') to two feet (2') in height. The Floral Arch will project no more than

sixteen inches (16") from the façade of the Building over the sidewalk into the public right-of-way along the North side of 8<sup>th</sup> Street. The installation of the Floral Arch will be performed by Via Design. Attached hereto as **Exhibit A** is a picture of the front of the Building with the Floral Arch already installed thereon.

2. Indemnification. Licensee hereby covenants and agrees to indemnify, defend, and hold harmless the City from any claims, demands, or suits by any person or entity arising out of or connected with the construction, installation, erection, maintenance, use or removal of the Floral Arch. This covenant of indemnification shall include any attorney fees and costs incurred by the City in connection with the defense of such claims, demands, or suits of any person or entity.

3. Payment of Expenses. All expenses incurred by Licensee in connection with the construction, installation, erection, maintenance and use of the Floral Arch, and each subsequent Floral Arch that may be installed as the seasons change, shall be the sole expense and responsibility of Licensee without contribution by the City. Upon the installation of each Floral Arch, without contribution by the City, Licensee shall be solely responsible for all maintenance and operational costs, repairs and replacement costs, and any other costs associated with the Floral Arch, including, but not limited to, costs associated with having to remove or relocate the Floral Arch from the public right-of-way, because of any public improvement project of the City or any other work that the City is doing or plans to do within the public right-of-way, and costs associated with having to remove the Floral Arch from the public right-of-way seasonally and upon expiration of this Agreement.

4. Release. Licensee does further waive and release the City from any claim, demand or suit resulting from damage by the City to the Floral Arch arising out of, or in connection with, the construction, installation, erection, maintenance, use, improvement or

removal in the public right-of-way along 8<sup>th</sup> Street of any public improvement located, or to be located, within the public right-of-way or arising out of any work performed by the City within the public right-of-way following the installation of the Floral Arch. Licensee does further release and quitclaim to the City any and all rights it has or may acquire in and to the public right-of-way along the North side of 8<sup>th</sup> Street, on the South side of the Building commonly known as 21 West 8<sup>th</sup> Street, Holland, Michigan 49423, by virtue of its past, present, or future use of said public right-of-way for the construction, installation, erection, maintenance, use or removal of the Floral Arch. Licensee hereby agrees to make no claims in or to said public right-of-way, except as a Licensee pursuant to the terms of this Agreement.

5. Restoration of Public Improvement. Except as otherwise set forth herein, in the event that Licensee should alter or change any public improvement within the public right-of-way along the North side of 8<sup>th</sup> Street as a result of its activities with respect to the Floral Arch as anticipated and set forth in this Agreement, Licensee shall restore the public improvement so altered or changed to its original condition to the extent as is reasonably practicable without expense to the City.

6. Termination of License. Licensee acknowledges that this Agreement shall automatically be terminated and revoked upon the permanent removal of the Floral Arch from the Building located at 21 West 8<sup>th</sup> Street, Holland, Michigan 49423. Also, Licensee acknowledges that this Agreement shall automatically be terminated and revoked upon the sale of the real property commonly known as 21 West 8<sup>th</sup> Street, Holland, Michigan 49423, or upon expiration or termination, without renewal, of Licensee's lease with its landlord, Lumir LLC, of said Building. Furthermore, Licensee acknowledges that this Agreement can be terminated and revoked by the City, without cause, upon thirty (30) days written notice to Licensee mailed by regular mail to Andrea DeVos Abraham, or her successor, at Vulpine, LLC, 21 West 8<sup>th</sup> Street, Holland, Michigan 49423 (business address), 201 Monroe Avenue NW, Suite 500, Grand

Rapids, Michigan 49503 (registered office address) or 3110 Bonnell, Grand Rapids, Michigan 49506 (office address). Finally, Licensee acknowledges that this Agreement can be immediately terminated and revoked by the City without notice to Licensee, if Licensee materially breaches this Agreement.

In the event of the termination and revocation of this Agreement, Licensee hereby waives any claims, actions or demands against the City for the construction, installation, erection, maintenance, use or removal of the Floral Arch from the public right-of-way of the City. Licensee does further acknowledge that the activities it performs with respect to the Floral Arch are being done at its sole and complete risk without representation by the City as to the duration of this Agreement. Upon termination of this Agreement, the City will demand removal of the Floral Arch, and then Licensee shall promptly, at its own cost and expense, remove the Floral Arch from the public right-of-way of the City and restore the public right-of-way to the condition it was in prior to the removal of the Floral Arch.

7. Insurance. Licensee shall provide a certificate of insurance acceptable to the City listing the City of Holland and its employees, officers, officials and agents as additional insureds and including a waiver of subrogation against the City of Holland and its employees, officers, officials and agents. Upon request, Licensee shall provide the City with a copy of the actual policy of insurance, insurance binder and all policy endorsements. The general liability limits shall be at least \$500,000.00 per person and \$1,000,000.00 per occurrence. If Licensee decides to cancel or reduce the insurance coverage required herein, then Licensee shall immediately notify the City, in writing, of the intent to cancel or reduce such insurance. Notwithstanding the foregoing, Licensee shall maintain the insurance coverage required herein for at least 30 days following the City's receipt of written notice of Licensee's intent to cancel or reduce the insurance such that the effective date of cancellation or reduction in coverage shall be at least 30

days after the City receives said notice. A failure to provide insurance coverage as required herein or a failure to otherwise comply with the terms of this paragraph shall be considered a material breach of this Agreement.

8. Non-Exclusive Use. Licensee acknowledges that this Agreement is not an exclusive license, and Licensee shall not restrict access to, or ingress and egress in, on, under or above the public right-of-way by the City, its agents, employees, other licensees or invitees.

9. Assignability. This Agreement shall be assignable by Licensee only upon the express written consent of the City. The City hereby delegates the consent to the assignment of this Agreement to the Office of the City Manager.

10. Complete Agreement. This Agreement constitutes the entire agreement between the City and Licensee, and no covenant, warranty or agreement exists which has not been incorporated herein.

11. Binding Effect. This Agreement is binding upon the parties hereto, their successors, heirs, or assigns, and the covenants, conditions and terms thereof shall run with the land.

12. Fees. The City acknowledges that Licensee has already paid to the City the sum of \$350.00, which represents reimbursement to the City for legal and administrative fees incurred in the preparation of this Agreement.

*Intentionally Left Blank*

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed on the date first noted above.

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

**City:**

**CITY OF HOLLAND**

By \_\_\_\_\_  
Nathan Bocks  
Its Mayor

By \_\_\_\_\_  
Brenda Katerberg  
Its: City Clerk

APPROVED AS TO FORM

CITY OF HOLLAND

By : \_\_\_\_\_  
Susan E. Vroegop  
Deputy City Attorney

Dated: \_\_\_\_\_

Witnesses:

\_\_\_\_\_

\_\_\_\_\_

**Licensee:**

**VULPINE, LLC**

By \_\_\_\_\_  
Emily Jones  
Its Chief Operating Officer



EXHIBIT A



**From:** [Public Comment](#)  
**To:** [Keith Van Beek](#); [Mallory Huizenga](#); [Brenda Katerberg](#)  
**Subject:** FW: Holland's Unhoused are Dying  
**Date:** Tuesday, June 2, 2026 9:37:17 PM

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**From:** Jan <moreshelterholland@gmail.com>  
**Sent:** Tuesday, June 2, 2026 9:36:52 PM (UTC-05:00) Eastern Time (US & Canada)  
**To:** Public Comment <publiccomment@cityofholland.com>  
**Subject:** Holland's Unhoused are Dying

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#) | [Report](#)

Perhaps efforts to move unhoused individuals out of the city seem to be working. But that may not be the case. You just don't see them as much.

During the last six months there have been at least three unhoused persons who have passed away within the city limits of Holland. They were not addicts or mentally ill. Two of them had just received housing vouchers prior to their death. Of course, there are very long waits for any type of possible housing opportunities that will accept the vouchers.

These three individuals were not menaces to society who caused problems with HPD. They lived in the shadows, under the radar. They were all very respectful people who others cared deeply for.

Good unhoused people are dying in Holland while waiting for opportunity to live a better life.



# Action Request

**Requesting Department:**

Planning Commission

**Submitted By:**

Steve Peterson

**Meeting Date:**

June 3, 2026

**Agenda Item:**

Planning Commission - Rezoning Request for 721 E 64th Street

**Agenda Item #:**

10A

**Meeting Type:**

City Council Regular

**Attachments:**

Staff Report; Rezoning Ordinance; Master Plan Map; Zoning Map

**Suggested Caption / Motion / Recommendation:**

It is recommended that City Council approve the proposed rezoning of 721 E 64th Street from Industrial (I) to Open Space (OS), as recommended by the Planning Commission.

**Summary of Request:**

The applicant is asking to rezone approximately 38 acres from Industrial to Open Space.

The proposed rezoning is being done to develop an additional 38 acres of wetland mitigation area. This rezoning is being done in conjunction with the rezoning of the existing wetland mitigation bank at 1440 M40 (JPC 260002). This would result in creating a wetland mitigation bank of about 110 acres. The property is currently zoned Industrial. Rezoning to OS is necessary since the use is not permitted in the industrial zone as a standalone principal use.

The Planning Commission held a public hearing at their May 12, 2026, meeting and recommended approval of the rezoning unanimously.

**Financial Information:**

Total Cost:

General Fund Cost:

Included in Budget:  Yes  No  N/A

If not included in budget, recommended funding source:

**Action is related to the Strategic Plan and Business Plan:**

Goal:

4: To provide quality services to all stakeholders.

Objective:

4.2: Community and Neighborhood Services - Provide a vibrant and sustainable community that is a great place to live, work and play.

City Manager:

Recommended

Not Recommended

Without Recommendation

Board / Commission / Committee Approval Date:

May 12, 2026

Board / Commission / Committee Name:

Planning Commission Recommended 6-0 to Adopt the Rezoning Ordinance

JPC 260003

Planning Commission Meeting, May 12, 2026

**GENERAL INFORMATION**

<b>Applicant:</b>	Outdoor Discovery Center (ODC) – Dan Callum
<b>Address:</b>	721 E 64 <sup>th</sup> St
<b>Project:</b>	Rezoning to Open Space for an expansion to the existing Wetland Mitigation Bank
<b>Application Date:</b>	April 14, 2026
<b>Zoning:</b>	Industrial
<b>Recommendation:</b>	Recommend approval of the rezone to Open Space (OS).

**PROJECT DESCRIPTION**

**Project Narrative:** The proposed rezoning is being done to develop an additional 38 acres of wetland mitigation area. This rezoning is being done in conjunction with the rezoning of the existing wetland mitigation bank at 1440 M40 (JPC 260002). This would result in creating a wetland mitigation bank of about 110 acres. The property is currently zoned Industrial. Rezoning to OS is necessary since the use is not permitted in the industrial zone as a standalone principal use.

The ODC has recently purchased this property from Haworth. The wetland mitigation bank is a great tool to not only create and preserve some sensitive areas, but also helps to accommodate development in the watershed by allowing development to occur on properties that are impacted by wetlands and at the same time create higher quality wetland areas.

The State of Michigan describes Wetland Mitigation Banks as follows, "Wetland mitigation banking can facilitate compliance with permit requirements by providing a mechanism for the establishment of new wetland areas, or "banks," in advance of anticipated losses. Wetlands established in a mitigation bank provide "credits" which can be sold to permit applicants or used by the bank sponsor to meet permit conditions".

The applicant is requesting the following:

1. A recommendation for rezoning to Open Space to City Council.



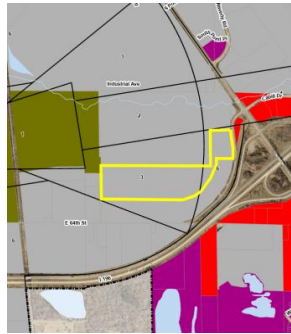
A public workshop was required for the rezoning. The ODC held the workshop on May 7 and will provide a summary of that meeting.

- Zone District:** Industrial
- Adjacent Zoning:**
  - N – Industrial
  - S – Industrial
  - E – Industrial
  - W – Airport
- Adjacent Land Use:**
  - N – existing wetland mitigation bank
  - S – Vacant
  - E – Vacant
  - W – Airport

**Site**



**Zoning**



**Future Land Use**



**REZONING from Industrial to Open Space**

Section 12.10.D of the Unified Development Ordinance indicates that the Planning Commission shall provide a recommendation to City Council based on the following criteria, which the City Council shall use in the final determinations.

UDO Criteria	Staff Comment
The application request is aligned with UDO.	Complies. Open Space zoning was intended in part to allow for man-made wetlands as a principal use.
The application request will further the comprehensive planning goals of the City of	The property is shown as Industrial but is adjacent to the Cemetery and Preserves category due to the location of the existing



Holland as stated in the City's most recently adopted Master Plan	mitigation Bank. Being adjacent to the existing wetland mitigation bank and by maintaining Industrial zoning on the developable areas this request is consistent with the plan.
The application request will not result in unlawful exclusionary zoning or spot zoning	This would be an extension of the existing Wetland Mitigation Bank and would not result in exclusionary or spot zoning.
The proposed Zone District is consistent with the Future Land Use Map and the City's Master Plan	The Cemetery and Preserves category was specifically set up to provide areas that were permanently protected from development. Rezoning this area to OS would be consistent with that goal.
The existing or proposed use can meet UDO standards required of the proposed Zone District.	The proposed wetland mitigation bank is only permitted in the OS zone. Rezoning would make the use compliant with our zoning.
The proposed Zone District is consistent with the trends in land developments in the general vicinity of the subject property.	By splitting the land and maintaining the developable areas as industrial and rezoning the remaining less desirable areas for OS is consistent with the land development in the general vicinity.

**STAFF RECOMMENDATION**

1. Staff would recommend the following  
Recommend to City Council an approval of the rezoning to OS as requested.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE TO AMEND THE ORDINANCE CODE OF THE CITY OF HOLLAND, BEING ORDINANCE NO. \_\_\_\_ OF THE CITY OF HOLLAND, BY AMENDING THE ZONING MAP OF THE CITY OF HOLLAND, MICHIGAN, WHICH MAP IS INCORPORATED BY REFERENCE IN SECTION 39-1.05 OF SAID CODE.**

**THE CITY OF HOLLAND ORDAINS:**

That the Zoning Map of the City of Holland, Michigan, incorporated by reference in Section 39-1.05 of the Ordinance Code of the City of Holland be and the same is hereby amended as follows:

**Section 1**

The zone district classification of the following property is hereby changed from Industrial (I) to Open Space (OS):

PART OF THE SOUTHEAST ¼ OF SECTION 9, AND THE SOUTHWEST ¼ OF SECTION 10, TOWN 4 NORTH, RANGE 15 WEST, CITY OF HOLLAND, ALLEGAN COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH ¼ CORNER OF SECTION 9, TOWN 4 NORTH, RANGE 15 WEST, CITY OF HOLLAND, ALLEGAN COUNTY, MICHIGAN; THENCE S89°38'36"E ALONG SAID SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 9, 330 FEET; THENCE N00°29'45"W PARALLEL WITH THE WEST LINE OF THE SOUTHEAST ¼ OF SECTION 9, 484.06 FEET TO THE POINT OF BEGINNING; ; THENCE CONTINUING N00°29'45"W 676.01 FEET; THENCE S89°38'36"E PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 9 2208 FEET; THENCE N00°29'46"W PARALLEL WITH THE EAST LINE OF THE SOUTHEAST ¼ OF SECTION 9, 722 FEET; THENCE SOUTH 89°38'36" EAST PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST ¼ OF SECTION 9, 404.36 FEET; THENCE S07°24'45"E 368.76 FEET; THENCE SOUTHERLY 211.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS 1223.09 FEET, CHORD BEARING S02°27'40"W 211.27 FEET; THENCE N89°38'36"W 350.01 FEET TO THE EAST LINE OF SAID SECTION 9; THENCE S00°29'46"E 126.39 FEET ALONG SAID LINE; THENCE S23°05'46"W 291.61 FEET; THENCE S37°39'55"W 336.31 FEET; THENCE S49°49'47"W 133.36 FEET; THENCE S73°08'44"W 243.33 FEET; THENCE N89°38'36"W PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 9 1653.31 FEET TO THE POINT OF BEGINNING.

**(Commonly referred to as 721 E 64<sup>th</sup> St; Parcel #03-02-09-400-010)**

The zone district classification of all other areas shall remain unchanged. ORDINANCE \_\_\_\_

ADOPTION DATE: 6/3/26

EFFECTIVE DATE: 6/24/26







# Action Request

**Requesting Department:** Planning Commission  
**Submitted By:** Steve Peterson  
**Meeting Date:** June 3, 2026

**Agenda Item:** Planning Commission - Rezoning Request for 1440 M-40  
**Agenda Item #:** 10B

**Meeting Type:** City Council Regular  
**Attachments:** Staff Report; Rezoning Ordinance; Master Plan Map; Zoning Map

**Suggested Caption / Motion / Recommendation:**  
 It is recommended that City Council approve the proposed rezoning of 1440 M-40 from Industrial (I) to Open Space (OS), as recommended by the Planning Commission.

**Summary of Request:**  
 The applicant is asking to rezone approximately 70 acres from Industrial to Open Space.  
  
 The proposed rezoning is being done to put the existing wetland mitigation bank into the proper zoning district. This is being done in conjunction with the rezoning for the expanded mitigation bank (JPC 260003). The existing mitigation bank has been in place since 2015 and is nearly out of credits. Since they are expanding the mitigation bank staff has suggested to also rezone the existing bank so that it is all in the proper zoning district. The existing mitigation bank is about 70 acres. Removing it as industrial zoned property will also avoid any confusion for developers looking for industrial land in the City.  
  
 The Planning Commission held a public hearing at their May 12, 2026, meeting and recommended approval of the rezoning unanimously.

**Financial Information:**  
 Total Cost: NA General Fund Cost: NA Included in Budget:  Yes  No  N/A  
 If not included in budget, recommended funding source:

**Action is related to the Strategic Plan and Business Plan:**  
 Goal:  
 4: To provide quality services to all stakeholders.

Objective:  
 4.2: Community and Neighborhood Services - Provide a vibrant and sustainable community that is a great place to live, work and play.

**City Manager:**  Recommended  Not Recommended  Without Recommendation

**Board / Commission / Committee Approval Date:** May 12, 2026

**Board / Commission / Committee Name:** Planning Commission Recommended 6-0 to Adopt the Rezoning Ordinance

JPC 260004

Planning Commission Meeting, May 12, 2026

**GENERAL INFORMATION**

<b>Applicant:</b>	Outdoor Discovery Center (ODC) – Dan Callum
<b>Address:</b>	1440 M-40
<b>Project:</b>	Rezoning to Open Space for the existing Wetland Mitigation Bank
<b>Application Date:</b>	April 14, 2026
<b>Zoning:</b>	Industrial
<b>Recommendation:</b>	Recommend approval of the rezone to Open Space (OS).

**PROJECT DESCRIPTION**

**Project Narrative:** The proposed rezoning is being done to put the existing wetland mitigation bank into the proper zoning district. This is being done in conjunction with the rezoning for the expanded mitigation bank (JPC 260003). The existing mitigation bank has been in place since 2015 and is nearly out of credits. Since they are expanding the mitigation bank staff has suggested to also rezone the existing bank so that it is all in the proper zoning district. The existing mitigation bank is about 70 acres. Removing it as industrial zoned property will also avoid any confusion for developers looking for industrial land in the City.

The State of Michigan describes Wetland Mitigation Banks as follows, “Wetland mitigation banking can facilitate compliance with permit requirements by providing a mechanism for the establishment of new wetland areas, or “banks,” in advance of anticipated losses. Wetlands established in a mitigation bank provide “credits” which can be sold to permit applicants or used by the bank sponsor to meet permit conditions”.

The applicant is requesting the following:

1. A recommendation for rezoning to Open Space (OS) to City Council.

A public workshop is scheduled for May 7. ODC will have a summary of the workshop for the Planning Commission meeting on May 12.

<b>Zone District:</b>	Industrial
<b>Adjacent Zoning:</b>	N – Industrial

S – Industrial being rezoned to OS  
 E – Industrial  
 W – Airport

**Adjacent Land Use:**

N – Haworth  
 S – Vacant - proposed expansion for mitigation bank  
 E – Vacant  
 W – Airport

**Site**

**Zoning**

**Future Land Use**



**REZONING from Industrial to Open Space**

Section 12.10.D of the Unified Development Ordinance indicates that the Planning Commission shall provide a recommendation to City Council based on the following criteria, which the City Council shall use in the final determinations.

UDO Criteria	Staff Comment
The application request is aligned with UDO.	Complies. Open Space zoning was intended in part to allow for manmade wetlands as a permitted principal use.
The application request will further the comprehensive planning goals of the City of Holland as stated in the City's most recently adopted Master Plan	The existing mitigation bank has been in place since 2015. Putting it into the OS category will not only provide some clarity by removing the Industrial zoning it is also the correct zoning district for the use.
The application request will not result in unlawful exclusionary zoning or spot zoning	This is the exact zoning that the master plan contemplated by designating the areas as Cemetery and Preserves and would not result exclusionary or spot zoning.



<p>The proposed Zone District is consistent with the Future Land Use Map and the City's Master Plan</p>	<p>The Cemetery and Preserves category was specifically set up to provide areas that were permanently protected from development. Rezoning this area to OS would be consistent with that goal.</p>
<p>The existing or proposed use can meet UDO standards required of the proposed Zone District.</p>	<p>The existing wetland mitigation bank is only permitted in the OS zone. Rezoning would make the use compliant with our zoning.</p>
<p>The proposed Zone District is consistent with the trends in land developments in the general vicinity of the subject property.</p>	<p>The mitigation bank is a permanently protected area that has been in place for a number of years. This rezone will simply put it in the correct zoning category.</p>

**STAFF RECOMMENDATION**

1. Staff would recommend the following:  
 Recommend to City Council approval of the rezoning to OS as requested.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE TO AMEND THE ORDINANCE CODE OF THE CITY OF HOLLAND, BEING ORDINANCE NO. \_\_\_\_ OF THE CITY OF HOLLAND, BY AMENDING THE ZONING MAP OF THE CITY OF HOLLAND, MICHIGAN, WHICH MAP IS INCORPORATED BY REFERENCE IN SECTION 39-1.05 OF SAID CODE.**

**THE CITY OF HOLLAND ORDAINS:**

That the Zoning Map of the City of Holland, Michigan, incorporated by reference in Section 39-1.05 of the Ordinance Code of the City of Holland be and the same is hereby amended as follows:

**Section 1**

The zone district classification of the following property is hereby changed from Industrial (I) to Open Space (OS):

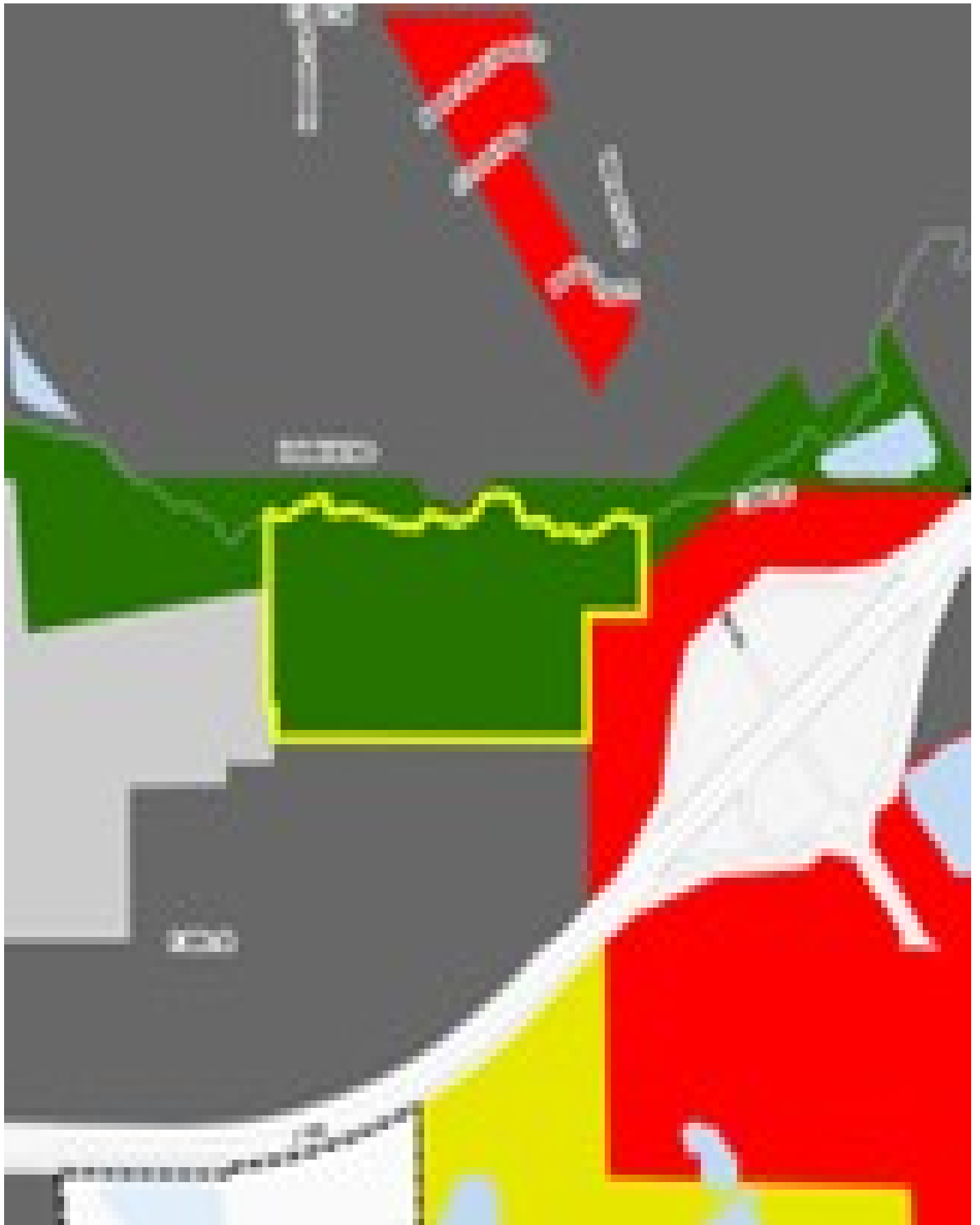
PT SE 1/4 SEC 9 & SW 1/4 SEC 10 T4N R15W COM AT S 1/4 COR OF SEC 9; TH S 89D 38M 3S E ALG S LI SE 1/4 SEC 9 330 FT; TH N 0D 29M 45S W PAR WITH W LI OF SE 1/4 SEC 9 1160.07 FT TO THE POB; TH CONT N 0D 29M 45S W PAR WITH W LI OF SE 1/4 SEC 9 165 FT TO N LI OF S 1/2 OF SE 1/4 SEC 9; TH N 89D 34M 16S W ALG N LI S 1/2 OF SE 1/4 SEC 9 30 FT; TH N 0D 29M 45S W PAR WITH W LI OF SE 1/4 SEC 9 1101.44 FT; TH CONT N 0D 29M 45S W PAR WITH W LI OF SE 1/4 SEC 9 17 FT M OR L TO CL MACATAWA RIVER; TH E'LY ALG CL MACATAWA RIVER 3013 FT M OR L, TO A PT N 0D 29M 46S WEST FROM A PT S 84D 48M 24S E 897.65 FT & N 89D 45M 59S E 569.68 FT & N 27D 32M 50S E 163.73 FT & N 85D 8M 18S E 161.74 FT & S 23D 38M 32S E 163.66 FT & S 81D 16M 49S E 487.87 FT & N 79D 18M 11S E 407.02 FT; TH S 0D 29M 46S E PAR WITH E LI SE 1/4 SEC 9 24 FT M OR L TO SD PT; TH CONT S 0D 29M 46S E PAR WITH E LI SE 1/4 SEC 9 490.80 FT; TH N 89D 38M 36S W PAR WITH S LI SE 1/4 SEC 9 409 FT; TH S 0D 29M 46S E PAR WITH E LI SE 1/4 SEC 9 722 FT; TH N 89D 38M 36S W PAR WITH S LI SE 1/4 SEC 9 2208 FT TO POB.

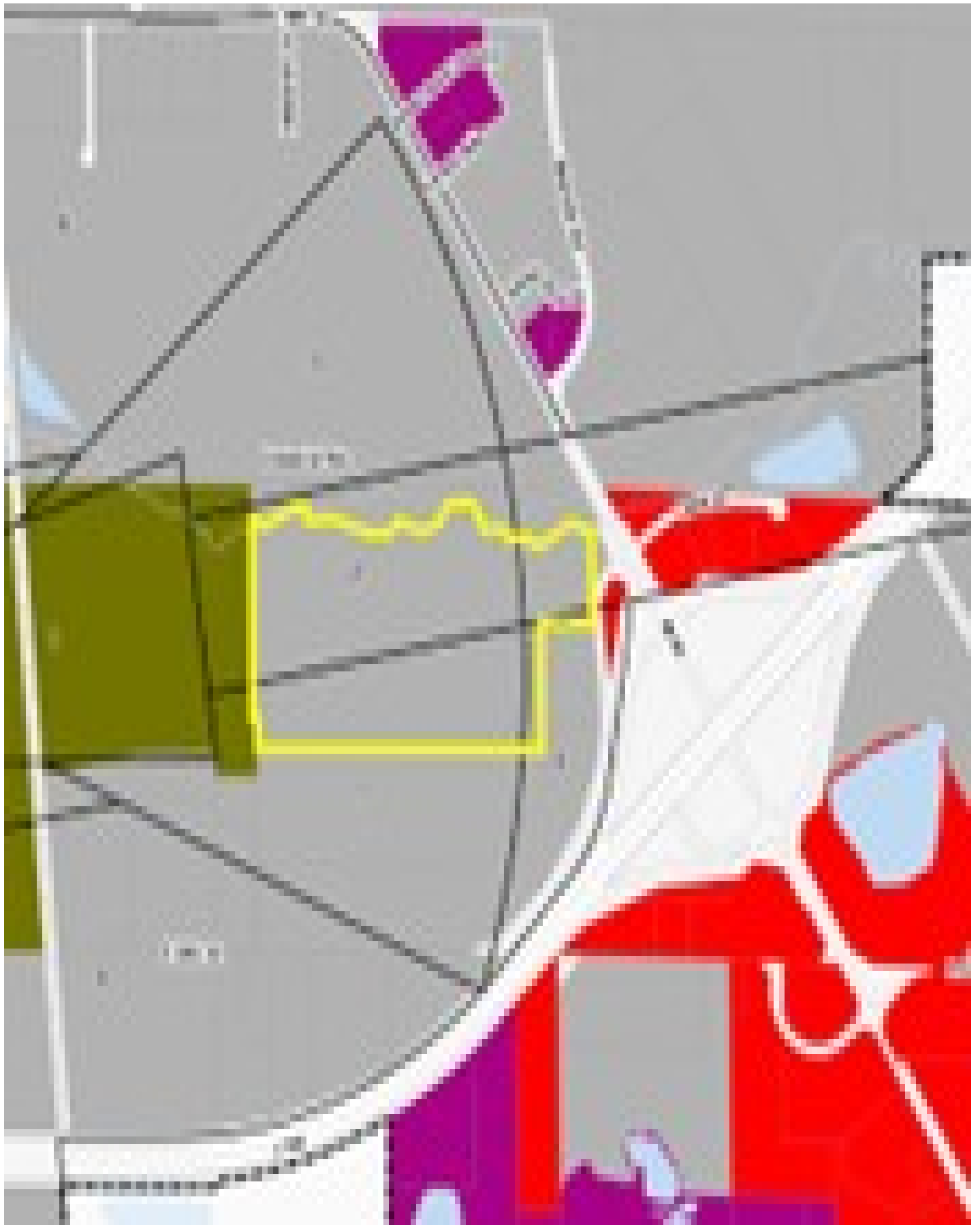
**(Commonly referred to as 1440 M-40; Parcel #03-02-09-400-006)**

The zone district classification of all other areas shall remain unchanged. ORDINANCE \_\_\_\_

ADOPTION DATE: 6/3/26

EFFECTIVE DATE: 6/24/26







# Action Request

**Requesting Department:**

Community & Neighborhood Services

**Submitted By:**

Anna Schutter

**Meeting Date:**

June 3, 2026

**Agenda Item:**

Community & Neighborhood Services - Ordinance Amendment to Chapter 2, Article XV, Section 2-100.2: Historic District Established, Landmark Properties

**Agenda Item #:**

10C

**Meeting Type:**

City Council Regular

**Attachments:**

Section 2-100.2 Redline  
Section 2.100.2 Clean Copy

**Suggested Caption / Motion / Recommendation:**

It is recommended that City Council approve an ordinance amendment to Chapter 2, Article XV, Section 2-100.2, Historic District Established, to eliminate language on Landmark Properties.

**Summary of Request:**

At their regular meeting on May 6, 2026, following a public hearing, the Historic District Commission (HDC) approved a recommendation to City Council in support of the City Greenhouse Study Committee Report. The report concluded that the landmark property at 496 Central Avenue, in the absence of the greenhouse, has lost the physical characteristics enabled establishment of the district. As a result, the report recommends removing the landmark property from the ordinance.

**Financial Information:**

Total Cost:  General Fund Cost:  Included in Budget:  Yes  No  N/A

If not included in budget, recommended funding source:

**Action is related to the Strategic Plan and Business Plan:**

Goal:

4: To provide quality services to all stakeholders

Objective:

4.2 Community and Neighborhood Services - provide a vibrant and sustainable community that is a great place to live, work, and play

**City Manager:**  Recommended  Not Recommended  Without Recommendation

**Board / Commission / Committee Approval Date:**

May 6, 2026

**Board / Commission / Committee Name:**

Historic District Commission

Ordinance No. \_\_\_\_\_

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLAND, MICHIGAN,  
BEING ORDINANCE NO. \_\_\_\_\_ OF THE CITY OF HOLLAND BY AMENDING  
CHAPTER 2, ARTICLE VX, SECTION 2-100.2 OF SAID CODE.

The City of Holland hereby ordains that Sec. 2-100.2 Historic district established be amended to read as follows:

**Sec. 2-100.2 Historic district established.**

[Ord. No. 1207, 2-18-1998; Ord. No. 1235, 2-3-1999; Ord. No. 1281, 6-21-2000; Ord. No. 1320, 10-17-2001; Ord. No. 1446, 3-1-2006; Ord. No. 1548, 7-7-2010; **Ord. No. \_\_\_\_\_, 6-3-2026**]

The historic districts of the City of Holland are hereby established pursuant to Act 169 of the Public Acts of 1970 as amended, and shall be legally described as follows:

**(1)** Properties of the Holland Historic District: Those portions of the Original Plat of the City of Holland, Ottawa County, Michigan, described as Lot 5, Lot 6, the east 62.5 feet of Lot 7, and Lots 10 through 16, also the south 20 feet of Lot 9 of Block 47; also, all of Block 48; also, all of Block 56; also, all of Block 57, except the east 98 feet of Lot 1 and the east 163.4 feet of Lot 6 thereof. Also included are those portions of the West Addition to the City of Holland as described as the south one-half of Block E, except the north 14 feet of Lot 16 thereof; also, the south one-half of Block F; also, all of Block G and all of Block H. Also included are those portions of the Southwest Addition to the City of Holland described as the south one-half of Block 4, except the north 55 feet of the west 42 feet thereof; also, all of Block 5; also, Lots 1 through 8 and Lots 16 through 18 of Block 8; also, all of Block 9; also, Block 5 of Assessor's Plat No. 2 except Lots 1, 27, 28, 29, 30 and 31 thereof; also, Lots 1 through 28 of Vander Veen's Subdivision and Lots 1 through 5 of Block 6 of Assessor's Plat No. 2 (being that entire block bounded by 15th and 16th Streets and River and Pine Avenues). Part of the SW 1/4 Sec. 29-5-15 of the Original Town Plat, designated as Market Square, now known as Centennial Park; also, the north 1/2 of Block 55, Original Town; also, that part of Block 49, Original Town, described as the west 45.5 feet of Lot 7 and Lot 8 except the east 121 feet, all of Lots 8 and 9 and all of Lot 10, except the east 40 feet; also, that portion of Block 54, Original Town, described as the west 3.38 feet of Lot 2 and all of Lots 3 through 7 thereof. For purposes of district continuity, the foregoing descriptions shall be deemed to extend to the center lines of any streets or highways adjacent thereto.

**(2)** Properties of the Washington Boulevard Historic District: Those portions of the original plat of the City of Holland, Ottawa County, Michigan, described as the west 21 feet of Lot 2 and Lots 3, 4, 5 of Steketee Brothers Addition; Lots 1 through 5 and Lots 11 and 12 of Block 18 of the Southwest Addition; Lot 12 and the east 20 feet of Lot 11 and Lots 1 and 2 and the east five feet of Lot 3, Block 13, Southwest Addition; Lots 1, 11 and 12 of Block 12, Southwest Addition; Lots 1 through 6 and Lots 11 and 12, Block 7, Southwest Addition; Lots 1 through 3 and lots 7, 8 and the north 25.7 feet of Lot 9, Block 5 Hope College Addition; all of Block 6, Southwest Addition;

all of Block 4, Hope College Addition; all of Block 3, Southwest Addition; all of Block 3, Hope College Addition; all of Block 2, Southwest Addition; all of Block 2, Hope College Addition; Lots 7 and 8, Tannery Addition; Lots 8 through 11 and the west 41.25 feet of lot 12, Block B, West Addition; Lots 3 through 12 of Block C, West Addition and all of Block 1, Southwest Addition; Lots 1 through 7, Block F, West Addition; Lots 1, 2 and the north 55 feet of the west 42.3 feet of Lot 3, Block 4, Southwest Addition; Lots 9 through 15, Block 8, Southwest Addition; the north 106 feet of Lot 1, Lot 2 except the east 12 feet of the south 26 feet thereof, and Lots 3 through 10, Block 11, Southwest Addition; Lot 9 and the west 50 feet of Lot 10, Block 14, Southwest Addition; the west 45 feet of Lot 9 and the west 44 feet of Lot 10, Block 17, Southwest Addition.

For purposes of continuity, the foregoing descriptions shall be deemed to extend to the center line of any streets, alleys or highways adjacent thereto.

**(3)** Van Raalte Farm Historic District: The north 3/4 of the northeast 1/4 of the northeast 1/4 of Section 34, T5N, R15W, City of Holland, Ottawa County, Michigan (consisting of approximately 30 acres) and also commonly described as 1076 East 16th Street, Holland, Michigan.

~~**(4)** Landmark Properties: City Greenhouses, 22nd at Central. That part of the SE 1/4 of the NW 1/4 of Sec. 32, Town 5 North, Range 15 West, bounded on the east by Central Avenue and on the south and west by State Street, and on the north by 20th Street, Ottawa County, Michigan.~~

~~**(5)**~~ **(4)** Keppel's Village Historic District. The district is located within Section 29, Town 5 North, Range 15 West, Block 58 of the Plat of the Village, now City of Holland. The District consists of platted Lots 1, 2 and 10 of Block 58, the original plat of the Village, now City of Holland, plus Lot 9 except the west 10 feet thereof, designated as Permanent Parcel Numbers: 70-16-29-379-006, 70-16-29-379-009, 70-16-29-379-010, 70-16-29-379-011, 70-16-29-379-012, and 70-16-29-379-013, The proposed district is also described as the lots fronting the west side of Central Avenue between 13th Street and 14th Street as well as the first lots to the west of these lots on the same block on both 13th and 14th streets. The district also includes the lot on the northeast corner of 13th Street and Central Avenue that is occupied by a duplex constructed in 1966.

All other provisions of Chapter 2 remain in full force and effect.

Adopted: \_\_\_\_\_

Effective: \_\_\_\_\_

Ordinance No. \_\_\_\_\_

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HOLLAND, MICHIGAN,  
BEING ORDINANCE NO. \_\_\_\_\_ OF THE CITY OF HOLLAND BY AMENDING  
CHAPTER 2, ARTICLE VX, SECTION 2-100.2 OF SAID CODE.

The City of Holland hereby ordains that Sec. 2-100.2 Historic district established be amended to read as follows:

**Sec. 2-100.2 Historic district established.**

[Ord. No. 1207, 2-18-1998; Ord. No. 1235, 2-3-1999; Ord. No. 1281, 6-21-2000; Ord. No. 1320, 10-17-2001; Ord. No. 1446, 3-1-2006; Ord. No. 1548, 7-7-2010; Ord. No. \_\_\_\_\_, 6-3-2026]

The historic districts of the City of Holland are hereby established pursuant to Act 169 of the Public Acts of 1970 as amended, and shall be legally described as follows:

**(1)** Properties of the Holland Historic District: Those portions of the Original Plat of the City of Holland, Ottawa County, Michigan, described as Lot 5, Lot 6, the east 62.5 feet of Lot 7, and Lots 10 through 16, also the south 20 feet of Lot 9 of Block 47; also, all of Block 48; also, all of Block 56; also, all of Block 57, except the east 98 feet of Lot 1 and the east 163.4 feet of Lot 6 thereof. Also included are those portions of the West Addition to the City of Holland as described as the south one-half of Block E, except the north 14 feet of Lot 16 thereof; also, the south one-half of Block F; also, all of Block G and all of Block H. Also included are those portions of the Southwest Addition to the City of Holland described as the south one-half of Block 4, except the north 55 feet of the west 42 feet thereof; also, all of Block 5; also, Lots 1 through 8 and Lots 16 through 18 of Block 8; also, all of Block 9; also, Block 5 of Assessor's Plat No. 2 except Lots 1, 27, 28, 29, 30 and 31 thereof; also, Lots 1 through 28 of Vander Veen's Subdivision and Lots 1 through 5 of Block 6 of Assessor's Plat No. 2 (being that entire block bounded by 15th and 16th Streets and River and Pine Avenues). Part of the SW 1/4 Sec. 29-5-15 of the Original Town Plat, designated as Market Square, now known as Centennial Park; also, the north 1/2 of Block 55, Original Town; also, that part of Block 49, Original Town, described as the west 45.5 feet of Lot 7 and Lot 8 except the east 121 feet, all of Lots 8 and 9 and all of Lot 10, except the east 40 feet; also, that portion of Block 54, Original Town, described as the west 3.38 feet of Lot 2 and all of Lots 3 through 7 thereof. For purposes of district continuity, the foregoing descriptions shall be deemed to extend to the center lines of any streets or highways adjacent thereto.

**(2)** Properties of the Washington Boulevard Historic District: Those portions of the original plat of the City of Holland, Ottawa County, Michigan, described as the west 21 feet of Lot 2 and Lots 3, 4, 5 of Steketee Brothers Addition; Lots 1 through 5 and Lots 11 and 12 of Block 18 of the Southwest Addition; Lot 12 and the east 20 feet of Lot 11 and Lots 1 and 2 and the east five feet of Lot 3, Block 13, Southwest Addition; Lots 1, 11 and 12 of Block 12, Southwest Addition; Lots 1 through 6 and Lots 11 and 12, Block 7, Southwest Addition; Lots 1 through 3 and lots 7, 8 and the north 25.7 feet of Lot 9, Block 5 Hope College Addition; all of Block 6, Southwest Addition;

all of Block 4, Hope College Addition; all of Block 3, Southwest Addition; all of Block 3, Hope College Addition; all of Block 2, Southwest Addition; all of Block 2, Hope College Addition; Lots 7 and 8, Tannery Addition; Lots 8 through 11 and the west 41.25 feet of lot 12, Block B, West Addition; Lots 3 through 12 of Block C, West Addition and all of Block 1, Southwest Addition; Lots 1 through 7, Block F, West Addition; Lots 1, 2 and the north 55 feet of the west 42.3 feet of Lot 3, Block 4, Southwest Addition; Lots 9 through 15, Block 8, Southwest Addition; the north 106 feet of Lot 1, Lot 2 except the east 12 feet of the south 26 feet thereof, and Lots 3 through 10, Block 11, Southwest Addition; Lot 9 and the west 50 feet of Lot 10, Block 14, Southwest Addition; the west 45 feet of Lot 9 and the west 44 feet of Lot 10, Block 17, Southwest Addition.

For purposes of continuity, the foregoing descriptions shall be deemed to extend to the center line of any streets, alleys or highways adjacent thereto.

**(3) Van Raalte Farm Historic District:** The north 3/4 of the northeast 1/4 of the northeast 1/4 of Section 34, T5N, R15W, City of Holland, Ottawa County, Michigan (consisting of approximately 30 acres) and also commonly described as 1076 East 16th Street, Holland, Michigan.

**(4) Keppel's Village Historic District.** The district is located within Section 29, Town 5 North, Range 15 West, Block 58 of the Plat of the Village, now City of Holland. The District consists of platted Lots 1, 2 and 10 of Block 58, the original plat of the Village, now City of Holland, plus Lot 9 except the west 10 feet thereof, designated as Permanent Parcel Numbers: 70-16-29-379-006, 70-16-29-379-009, 70-16-29-379-010, 70-16-29-379-011, 70-16-29-379-012, and 70-16-29-379-013, The proposed district is also described as the lots fronting the west side of Central Avenue between 13th Street and 14th Street as well as the first lots to the west of these lots on the same block on both 13th and 14th streets. The district also includes the lot on the northeast corner of 13th Street and Central Avenue that is occupied by a duplex constructed in 1966.

All other provisions of Chapter 2 remain in full force and effect.

Adopted: \_\_\_\_\_

Effective: \_\_\_\_\_



Action Request

Requesting Department: City Manager Submitted By: Keith Van Beek Meeting Date: June 3, 2026

Agenda Item: Gifts - VOICE VOTE Agenda Item #: 12E6.1

Meeting Type: City Council Regular Attachments: N/A

Suggested Caption / Motion / Recommendation: It is recommended that this donation be accepted with appreciation; credited to the appropriate account, and an expression of gratitude be forwarded to the donor.

Summary of Request: Department of Public Safety - Police Division A donation of \$3,000 was received from Kathryn Hobbs.

Financial Information: Total Cost: N/A General Fund Cost: N/A Included in Budget: Yes No N/A If not included in budget, recommended funding source:

Action is related to the Strategic Plan and Business Plan: Goal: 4: To Provide Quality Services to All Stakeholders

Objective: 4.6: Management and Administrative Services - provide effective leadership and support for citizens and operations.

City Manager: [X] Recommended [ ] Not Recommended [ ] Without Recommendation

Board / Commission / Committee Approval Date:

Board / Commission / Committee Name: N/A



# Action Request

<b>Requesting Department:</b>	<b>Submitted By:</b>	<b>Meeting Date:</b>
Mayor	Nathan Bocks	June 3, 2026

<b>Agenda Item:</b>	<b>Agenda Item #:</b>
Mayoral Reappointments to City Committee - VOICE VOTE	14A

<b>Meeting Type:</b>	<b>Attachments:</b>
City Council Regular	N/A

**Suggested Caption / Motion / Recommendation:**  
 It is recommended that City Council approve the reappointments of Fred Van Antwerp and Priscilla Lopez to the Neighborhood Improvement Committee for their second, three year term expiring on June 30, 2029.

**Summary of Request:**  
**Please approve the reappointments of:**

- Fred Van Antwerp to the Neighborhood Improvement Committee for his second three year term, said term expiring on June 30, 2029.
- Priscilla Lopez to the Neighborhood Improvement Committee for her second three year term, said term expiring on June 30, 2029.

Neighborhood Improvement Committee Members Dale Hoskins and Justin Lambers have elected not to continue for a second term. Their terms will conclude on June 30, 2026. Come July 1, 2026 there will be two vacancies on the Committee.

**Financial Information:**  
 Total Cost: N/A      General Fund Cost: N/A      Included in Budget:  Yes  No  N/A

If not included in budget, recommended funding source:  
 \_\_\_\_\_

**Action is related to the Strategic Plan and Business Plan:**  
 Goal:  
 2: To Enhance Connections with Stakeholders

Objective:  
 2.7: Continue to implement recommendations of the Board/Committee/Commission (BCC) report, connecting citizens with potential volunteer openings.

**City Manager:**       **Recommended**       **Not Recommended**       **Without Recommendation**

\_\_\_\_\_

**Board / Commission / Committee Approval Date:** \_\_\_\_\_

**Board / Commission / Committee Name:** \_\_\_\_\_ N/A



# Action Request

<b>Requesting Department:</b>	<b>Submitted By:</b>	<b>Meeting Date:</b>
City Council	Nathan Bocks	June 3, 2026

<b>Agenda Item:</b>	<b>Agenda Item #:</b>
City Attorney Appointment and Rate Schedule - ROLL CALL	14B

<b>Meeting Type:</b>	<b>Attachments:</b>
City Council Regular	Letter

**Suggested Caption / Motion / Recommendation:**  
 It is recommended that City Council re-appoint Vincent L. Duckworth as City Attorney with an effective date to commence on July 1, 2026, for a term of two (2) years; and adopt the proposed rates for legal services charged to the City of Holland and the Holland Board of Public Works.

**Summary of Request:**  
 Section 6.3 of the Holland City Charter authorizes the Mayor to make the appointment of a City Attorney, with the advice and consent of the City Council.

The City Attorney's Office is requesting the re-appointment of Vincent L. Duckworth as City Attorney and as City Attorney-Utility Affairs. City Attorney Duckworth will continue to be responsible for the general City work, including attendance at City Council meetings and other meetings upon request. He will also continue to be responsible for utility legal work with the Holland Board of Public Works (HBPW). In addition, other City Attorney responsibilities will continue to be assigned by the Office of the City Attorney as outlined in the appointment request letter dated May 26, 2026.

In conjunction with the consideration for appointment, the City Attorney's Office is requesting an increase in their hourly rates for the term ending on June 30, 2028. The Mayor, City Manager, and the HBPW General Manager reviewed the rate increases and recommend approval. Staff has been satisfied in working with City Attorney Duckworth and Cunningham Dalman over the years and commend their exceptional and efficient legal services delivered to the City and HBPW.

**Financial Information:**  
 Total Cost:  General Fund Cost:  Included in Budget:  Yes  No  N/A  
 If not included in budget, recommended funding source:

**Action is related to the Strategic Plan and Business Plan:**  
 Goal:  
 4: To Provide Quality Services to All Stakeholders

**Objective:**  
 4.6: Management & Administrative Services - provide effective leadership and support for citizens and operations.

**City Manager:**  **Recommended**  **Not Recommended**  **Without Recommendation**

**Board / Commission / Committee Approval Date:**   
**Board / Commission / Committee Name:**



Office of the City Attorney

May 26, 2026

Mayor Nathan Bocks  
Holland City Hall  
270 S. River Ave.  
Holland, Michigan 49423

Mr. Keith Van Beek  
Holland City Manager  
Holland City Hall  
270 S. River Avenue  
Holland, MI 49423

RE: *City Attorney Appointment*

Dear Mayor Bocks and Mr. Van Beek:

According to my records, the term of my appointment as City Attorney expires on June 30, 2026. Section 6.3 of the Holland City Charter provides that the Mayor appoints the City Attorney, with the advice and consent of the City Council, with an effective date for the next term to commence on July 1, 2026 for a term of two years. I am requesting that the Mayor and City Council re-appoint me as City Attorney.

It has been a privilege and honor to serve the City of Holland as its City Attorney for these past 4 years and as a Deputy City Attorney for 20 years prior to my appointment. Cunningham Dalman, PC remains committed to the City. As a local law firm, we feel we continue to be readily available and have the size and scope of experience to best serve the City.

We will continue to allocate City representation to attorneys in our office and ensure that each attorney's unique skills and experience are tailored to each City matter entrusted to our review. Upon appointment, I will continue to be responsible for the general City work, including attendance at City Council Meetings and other meetings upon request. I will continue to be responsible for utility legal work with the HBPW. Other City Attorney responsibilities will continue to be assigned by our office to Cunningham Dalman attorneys as follows:

- **Mr. Ron VanderVeen**, as former City Attorney, will continue to provide valuable of counsel assistance on special city projects and consultation.

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Mr. Keith Van Beek  
May 26, 2026  
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- **Mrs. Susan Vroegop** will continue assisting with licensing matters for the downtown.
- **Mrs. Rachel Hillegonds** will continue providing assistance on City contracts and Zoning Board of Appeals matters.
- **Mr. Robert Howard** will continue handling City ordinance prosecutions and will provide general civil litigation support to the City.
- **Mrs. McKenna Bethke** will continue to provide assistance on City contract matters and some ordinance prosecution matters.
- **Mr. Randy Schipper**, a partner with Cunningham Dalman, will continue providing specialized real estate legal assistance.

In addition, we are very excited to have recently hired **Mr. Bryan Pape**, an attorney with over 20 years of experience in administrative, government contracting and environmental law matters. Mr. Pape will be joining our practice in July of this year and will join our municipal attorney practice group.

Finally, to assist our attorneys in matter management and contract documentation, we have also hired a dedicated municipal paralegal, Ms. Lisa Morales. Ms. Morales, together with our ordinance prosecution paralegal, Ms. Yvette Mendoza, will continue to provide important paralegal services to the City.

We are also requesting an approval of revised hourly rates. (See, Exhibit A, enclosed). First, inflation has affected every aspect of operating a law office, including the job market, utilities, rent, insurance and other expenses. Our firm is not immune from these costs. While we continue to implement efficient work strategies, the cost of providing the services necessary for proper representation of our valued clients continues to rise.

The proposed fee structure distinguishes between types of service provided as well as providing for senior and non-senior attorney rates for the benefit of the City. The rates also recognize that our work for the HBPW requires specialized skill and knowledge in areas of utility law. We believe the requested rates will help our firm remain competitive in talent retention and will ensure that those attorneys who are devoting a significant amount of their time to municipal work are compensated fairly and contributing equitably to the operation of our law office. Finally, the requested rates are lower than our standard hourly rates and those rates generally charged in West Michigan for legal services.<sup>1</sup>

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<sup>1</sup> State Bar of Michigan, 2023 Economics of Law Survey Results, show that in 2023, the average billing rate for a Grand Rapids area attorney was \$368/hour and average rate for an Ottawa County attorney was \$355/hour. Other communities surveyed, including the City of Cadillac (population 10,521) and the City of East Lansing (population 48,964), receive general municipal legal services for rates ranging \$200 to \$225 per hour, respectively, with litigation services provided at \$250/hour in Cadillac.

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Mr. Keith Van Beek  
May 26, 2026  
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We would also like to continue training sessions with City employees, especially in the areas of contract procurement, document and exhibit assembly, and how best to streamline contract authorization and approval. We have provided recent training on FOIA and OMA compliance and will continue to provide additional training. Such education opportunities will allow processes to run more efficiently and should help reduce risk of litigation for the City.

As City Attorney, we appreciate not only the opportunity to represent the City of Holland, but also the continued challenges and need for legal services of the growing community. We at Cunningham Dalman, P.C. believe that we provide a high quality of legal services for the City of Holland, and we have established a good working relationship with its Council, appointed officers, boards and staff.

If you have questions regarding this matter, please feel free to contact me at your convenience. Thank you.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Vincent L. Duckworth".

Vincent L. Duckworth  
City Attorney  
(vince@cunninghamdalman.com)

cc: Dave Koster, HBPW  
Nick Dekker, Cunningham Dalman, P.C.,  
Managing Partner

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Mr. Keith Van Beek  
May 26, 2026  
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EXHIBIT A

	Present/hour	Proposed/hour 2026-2027	Proposed /hour 2027-2028
Monthly retainer	\$200.00	\$200.00	\$200.00
Ordinance Prosecution	\$155.00	\$180.00	\$185.00
General City Matters Non-Senior Atty – Less than 20 yrs. experience	\$190.00	\$210.00	\$220.00
Senior Atty – More than 20 yrs. experience	\$190.00	\$240.00	\$250.00
Special Projects/ Litigation	\$195.00	\$260.00	\$270.00
HBPW matters	\$195.00	\$260.00	\$270.00
Paralegal Services	\$100.00	\$115.00	\$115.00
Secretarial Services	\$70.00	\$75.00	\$75.00

# The City of Holland, Michigan



## Proclamation

**WHEREAS**, nationwide, individuals who identify as Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, or Asexual (LGBTQIA+) celebrate Pride Month each June; and

**WHEREAS**, we commemorate the events that took place more than 50 years ago at the Stonewall Inn in Manhattan, New York, on June 28, 1969, that brought greater awareness to the injustices faced by the LGBTQIA+ community; and

**WHEREAS**, LGBTQIA+ Americans have achieved significant milestones, ensuring that future generations of people in the United States will enjoy a more equal and just society; still members of the LGBTQIA+ Americans still face discrimination today more than ever; and

**WHEREAS**, in passing City Ordinance 1784, the City provides protection of the rights of all persons against discrimination in employment, housing, public accommodations or public services based on age, race, national origin, color, disability, education, familial status, sex, **sexual orientation, gender expression, gender identity**, marital status, religion, source of income, or weight; and

**WHEREAS**, on March 16, 2023, the state of Michigan followed, also expanding the Elliot Larsen Civil Rights Act to prohibit discriminatory practices, policies, and customs in the exercise of those rights based upon **sexual orientation, gender identity, and gender expression**; and

**WHEREAS**, as a municipality we value and welcome all people regardless of age, disability, education, familial status, religion, sex, **sexual orientation, gender expression, gender identity**, marital status, or source of income; and

**WHEREAS**, we value the cultural, civic, and economic contributions of the LGBTQIA+ community and organizations like Out on the Lakeshore and the PFLAG Holland/Lakeshore, our first lakeshore organization to support LGBTQIA+ people, their parents and families, and allies; and

**WHEREAS**, it is the desire of the city to promote opportunity, access and belonging for all those we serve, and for those that find themselves in our community.

**NOW, THEREFORE**, I, Nathan Bocks, Mayor of the City of Holland, Michigan, proclaim the month of

### June as Pride Month

We recognize the rights inherent in our United States Constitution, State of Michigan and municipal code. We encourage our community to support the LGBTQIA+ community and actively promote the principles of liberty and justice for all and encourage participation in community events to show support for the LGBTQIA+ neighbors during the month of June. We invite you to attend the PRIDE Festival held at Kollen Park on Saturday, June 27<sup>th</sup>.



Given under my hand and the seal of the  
City of Holland, this 3rd of June 2026

Mayor Nathan Bocks



# Action Request

**Requesting Department:**

City Council

**Submitted By:**

Scott Corbin

**Meeting Date:**

June 3, 2026

**Agenda Item:**

Council Reappointments to City Board - VOICE VOTE

**Agenda Item #:**

15A

**Meeting Type:**

City Council Regular

**Attachments:**

N/A

**Suggested Caption / Motion / Recommendation:**

It is recommended that City Council approve the reappointments of Jorge Benitez to the Board of Appeals for his first full term expiring June 30, 2029, and Fred Van Antwerp to the Board of Appeals as an Alternate member for his second full term expiring June 30, 2029.

**Summary of Request:**

**Please approve the reappointments of:**

- Jorge Benitez to the Board of Appeals for his first full, three-year term, said term expiring on June 30, 2029. Benitez has been serving a partial term, which will expire on June 30, 2026.
- Fred Van Antwerp to the Board of Appeals as an Alternate member for his second full, three-year term, said term expiring on June 30, 2029.

**Financial Information:**

Total Cost: N/A

General Fund Cost: N/A

Included in Budget:  Yes  No  N/A

If not included in budget, recommended funding source:

**Action is related to the Strategic Plan and Business Plan:**

Goal:

2: To Enhance Connections with Stakeholders

Objective:

2.7: Continue to implement recommendations of the Board/Committee/Commission (BCC) report, connecting citizens with potential volunteer openings.

**City Manager:**

Recommended

Not Recommended

Without Recommendation

**Board / Commission / Committee Approval Date:**

**Board / Commission / Committee Name:**

N/A