



City Council Agenda Item Report

FROM: Scott Herbert- Public Works Superintendent

MEETING DATE: April 8, 2026 Workshop / April 13, 2026 Regular Meeting

SUBJECT: RFP Oval Beach Concession Operation 2026

DESCRIPTION:

In a strategic effort to provide concession goods and services at the Oval Beach and to relieve the Department of Public Works from some of their workload during the busy summer months, the City announced to the public a request for proposals (RFP) to operate the Oval Beach Concessions for the 2026 season. The RFP was issued on November 17th, 2025, to allow interested parties sufficient time to create a business plan, ask questions, tour the facility, etc. Proposals were to be submitted to the City Clerk's office by February 13th, 2026.

Two proposals were received. One was from Midtown Tavern, Inc, and the second was submitted by GROW Estate, LLC dba SaugaTaco. Both proposals are included in the packet for your review, consideration, and feedback.

City staff has reviewed both proposals and is recommending proceeding with GROW Estate, LLC dba SaugaTaco. Their creative approach to using the off-site kitchen at SaugaTaco, offers a delivery service, and provides a reasonable pay structure for the City makes their proposal stand out. GROW Estate, LLC dba SaugaTaco is prepared to share 20% of their ready-to-eat food and beverage sales and 5% of their delivery sales as payment.

Council reviewed this and provided feedback at the March 23rd, 2026 Workshop. Legal is wrapping up the agreement which will be in the packet for the regular meeting on April 13th.

The agreement is expected to contain the following additional details:

- Parties agree to a **\$10,000 minimum payment**, with revenue-based payments throughout the season and a reconciliation at the end if needed.
- May operate **before Memorial Day** and stay open **after Labor Day** at operators' discretion.
- **Closures** (weather, staffing, etc.) will be coordinated with City staff, as in past seasons.
- **\$1,500 flat utility fee** is due upfront by May 15, with accounts remaining under the City.
- **Operating schedule** varies by season:
Late May - Late June: weekends + 1 weekday

Late June – Mid August (peak): weekends + 3 weekdays

Mid-August – Early September: weekends +1 weekday

- **Standard Hours** are 11:00am – 8:00pm, with flexibility to extend.
- **Permitted** to use the “Oval Beach” name.

BUDGET ACTION REQUIRED:

If approved, budget adjustments made to revenue and expenses for Oval Beach Concessions will be included in the year end budget amendments.

COMMITTEE/COMMISSION REVIEW:

N/A

LEGAL REVIEW:

Yes, agreement created and reviewed by legal counsel.

SAMPLE MOTION:

Motion to approve the agreement for GROW Estate, LLC dba SaugaTaco to operate the Oval Beach Concession from the City of Saugatuck for the 2026 season.

LICENSE AGREEMENT FOR OVAL BEACH CONCESSIONS STAND

This License Agreement for Oval Beach Concessions Stand (“Agreement”) is made this ___ day of ___, 2026, between the City of Saugatuck, a Michigan Municipal Corporation (the “City”), and GROW Estate LLC d.b.a. SaugaTaco, a Michigan Limited Liability Corporation (“Licensee,” collectively, the “Parties”).

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. **Grant of License.** The City hereby grants to Licensee, its employees, and agents a License to possess, occupy, use, and operate the City’s Oval Beach Concessions Stand at Oval Beach Park, located at 690 Perryman Street, Saugatuck, Michigan, 49453 (the “Concessions Stand”) and a License to use the registered trademarks for the “Oval Beach” name (the “Oval Beach Mark”) in connection with the operation of the Concessions Stand for the term of this Agreement, subject to the conditions set forth herein.
2. **Use of Premises.** Licensee’s use of the Concessions Stand shall conform to the following requirements:
 - a. Permitted Use. Licensee will operate the Concessions Stand to sell concessions to visitors of Oval Beach consistent with the proposal attached as **Exhibit 1**. This includes selling ready-to-eat snacks and ready-to-drink beverages and arranging for the on-site ordering and third-party delivery of food from Licensee’s off-premises restaurant SaugaTaco located in downtown Saugatuck. Licensee shall not sell or coordinate the sale or delivery of any other items from the Concessions Stand or to Oval Beach, or engage in any other use of Concessions Stand, without first obtaining the City’s written consent, which may be granted or withheld in the City’s sole discretion.
 - b. Licensee’s Responsibilities. Except as expressly provided herein, Licensee shall be solely responsible for all operational aspects of the Concessions Stand, including but not limited to maintaining and furnishing any staff, inventory, supplies, technology, and any equipment not owned by the City. Licensee shall additionally be solely responsible for all aspects of off-site food ordering and deliveries. Licensee shall operate the Concessions Stand in compliance with all State, Federal, and local laws, and shall be responsible for acquiring, maintaining, and complying with any necessary approvals from the Allegan County Health Department.
 - c. Operating Season. Licensee will operate the Concessions Stand on a seasonal basis. Except in the case of unseasonably cold weather, the operating season will begin no later than Memorial Day and end no sooner than Labor Day; provided, however, that Licensee may, in its discretion, begin operations up to thirty (30) days before Memorial

Day and continue operations up to thirty (30) days after Labor Day. As used in this Agreement, the term “Operating Season” shall refer to the period commencing on the first day of the year the Concession Stand is open and ending on the last day the year the Concession Stand is open.

- d. Days of Operation. Licensee shall maintain the following days of operation for each Operating Season:
 - i. From the beginning of the Operating Season through June 29 of each year, the Concessions Stand will be open on Fridays, Saturdays, Sundays, and one (1) additional weekday of Licensee’s choosing each week.
 - ii. Beginning on June 30 through August 17 of each year, the Concessions Stand will be open on Fridays, Saturdays, Sundays, and three (3) additional weekdays of Licensee’s choosing each week.
 - iii. Beginning on August 18 of each year and continuing to the end of the Operating Season, the Concessions Stand will be open on Fridays, Saturdays, Sundays, and one (1) additional weekday of Licensee’s choosing each week.
 - iv. The Concession Stand will be open the day before, the day of, and the day after Memorial Day and Independence Day, and will be open the day before and the day of Labor Day.
- e. Hours of Operation. Licensee shall maintain normal operating hours for the Concessions Stand from 11:00am to 8:00pm for each day it is open. Licensee may add hours of operation beyond this minimum requirement at its discretion, and shall promptly notify the City of any anticipated expanded hours of operation.
- f. Closings. Notwithstanding the foregoing, Licensee may close the Concessions Stand Closing for good cause, including weather, unforeseen staffing shortages, or the closure of Oval Beach Park. Licensee shall notify the City of any anticipated closings as soon as possible and shall coordinate the same with City staff.
- g. Non-Exclusive Possession. City staff and authorized personnel shall have the right to access the Concessions Stand at any time and without notice to Licensee. Licensee acknowledges that nothing in this Agreement shall be construed to convey a property right or permanent interest in the Concessions Stand to Licensee.

3. Payments to City. Licensee shall pay to the City the following fees and royalties:

- a. Royalty Payments: In exchange for the License granted by this Agreement, Licensee shall pay to the City the following royalties:

- i. Twenty percent (20%) of Licensee's gross revenues from all ready-to-eat and ready-to-drink concessions sold from the Concessions Stand.
- ii. Five percent (5%) of Licensee's gross revenues from all food items ordered from the Concession Stand and delivered to Oval Beach from SaugaTaco.

Royalty payments shall be paid monthly and shall be remitted to the City no later than seven (7) days following the end of each month the Concessions Stand is operated and shall be accompanied by supporting documentation of Licensee's gross revenues to verify Licensee's calculation of royalty payments. As used in this Section, "gross revenues" shall mean the total gross amount charged to customers without deduction for credit card processing fees, merchant fees, chargebacks, or other transaction costs incurred by Licensee. All credit card processing fees or other payment transaction fees incurred in connection with the operation of the Concessions Stand shall be the sole responsibility of Licensee and shall not reduce the gross revenues assessed for purposes of calculating the royalty payments due to the City.

- b. Minimum Annual Payment: It is the Parties' intent for the City to receive at least Ten Thousand Dollars (\$10,000.00) from Licensee for each Operating Season. If the royalty payments made to the City at the end of the Operating Season total less than Ten Thousand Dollars (\$10,000.00), Licensee shall pay to the City the difference between the total royalty payments collected that operating season and Ten Thousand Dollars (\$10,000.00) no later than fourteen (14) days following the last day of the Operating Season.
4. **Utilities.** By no later than May 15 of each year, Licensee shall pay the City a flat fee of One Thousand Five Hundred Dollars (\$1,500.00) to offset utility costs related to the Concessions Stand. The City shall be solely responsible for providing utilities to the Concessions Stand and for paying any utility bills. All utility accounts shall remain under the City's existing accounts.
 5. **Use of Oval Beach Mark.** Licensee may use the Oval Beach Mark in connection with the operation of the Concessions Stand throughout the duration of this Agreement, subject to the following:
 - a. Limited Use of Mark. Licensee must use the Oval Beach Mark only in connection with Licensee's operation of the Concessions Stand as authorized by this Agreement. Licensee shall not use the Oval Beach Mark in its business, corporate, partnership, or assumed name.

- b. City Approval Required. Licensee's use of the Oval Beach Mark is subject to the prior approval of the City, which shall determine in its sole discretion whether Licensee's use of the Oval Beach Mark is consistent with the City's intended image and quality standards for the Oval Beach Mark. Licensee shall not use the Oval Beach Mark in connection with any products or services not specifically authorized by the City in writing. Licensee must not reproduce or cause to be reproduced the Oval Beach Mark in any manner, including in connection with advertising or on the Internet or in an Internet domain name, homepage, electronic address or otherwise in connection with a website, or in connection with any social networks, wikis, podcasts, online forums, content sharing communities, blogging, microblogging or other social media, such as, without limitation LinkedIn, X, You Tube, TikTok, Facebook, Instagram, Snapchat, Threads, and all other social media platforms now existing or later created, without the prior written approval of Licensor.
- c. Quality Control. The City reserves the right to reject any food or beverage offered for sale by Licensee at the Concessions Stand if the City determines that the product is inconsistent with the City's quality standards for the Oval Beach Mark.
- d. Acknowledgment of City Property; Termination. Licensee acknowledges that the Oval Beach Mark is the sole property of the City and agrees to never contest ownership of the Oval Beach Mark, to file any trademark applications for the Oval Beach Mark, or to take any other action that is inconsistent with the City's rights in the Oval Beach Mark. Licensee agrees that all sign faces and other items bearing the Oval Beach Mark are the sole property of the City and cannot be used by Licensee following the termination or expiration of this Agreement. Upon expiration or termination of this Agreement, Licensee must deliver to the City or destroy any sign faces and other items bearing the Oval Beach Mark.
- e. Unauthorized Use. Licensee agrees to promptly notify the City of any unauthorized use of the Oval Beach Mark, or any name or mark confusingly similar to the Oval Beach Mark, or any claim or litigation against Licensee involving the Oval Beach Mark. Licensee acknowledges that the City will have the right to control any negotiations, proceedings, or litigation involving the Oval Beach Mark. If the City undertakes the expense or chooses to prosecute any violation of the Oval Beach Mark, Licensee must execute all documents and do all acts necessary or incidental to that action as counsel for the City may request.
- f. Indemnification. The City will indemnify Licensee against all liability to third parties resulting from claims by third parties that the Licensee's use of the Oval Beach Mark infringes trademark rights of the third party, but only if (1) Licensee has used the Oval

Beach Mark in accordance with the requirements of this Agreement; and (2) Licensee has provided notice to the City within ten (10) days of receipt by Licensee of the claim and Licensee has tendered the defense of the claim to the City.

- g. Non-Exclusive. The License for Licensee to use the Oval Beach Mark is non-exclusive. The City retains the right to license others to use the Oval Beach Mark.

6. Term and Termination.

- a. Initial Term. The initial term of this Agreement will begin on the date this Agreement is fully executed by both Parties and will continue until December 31, 2026.
- b. Renewal Terms. This Agreement may be extended for additional one (1) year terms, ending on December 31 of each year, by a writing signed by both Parties prior to the expiration of the Initial Term or any subsequent term. If the Parties do not renew this Agreement it will automatically terminate upon completion of the then expiring term.
- c. Termination Without Cause. This Agreement may be terminated by either Party without cause and for any reason by providing sixty (60) days' written notice of the same to the other Party.
- d. Termination for Cause, Default, and Cure. Each of the provisions of this Agreement are deemed to be material to the satisfactory performance of this Agreement, and a breach or failure by the Licensee to perform in accordance with any of the provisions of this Agreement shall give the City the right to terminate this Agreement for cause. In case of Licensee's default, or failure to perform any of the covenants contained herein, the City shall give written notice of such default or failure to perform in writing to the Licensee, and Licensee shall have seven (7) days from the date said notice is mailed, or personally served, to cure the default or comply with any of the provisions not being complied with. If Licensee fails to do so, the City shall have the right to immediately terminate this Agreement for cause. The City may terminate this Agreement without any opportunity to cure upon Licensee's misuse of the Oval Beach Mark, attempted transfer or assignment of this Agreement, failure to maintain the minimum required operating days for three (3) consecutive weeks, or upon any fraudulent or criminal act committed by Licensee in connection with this Agreement. Such termination shall be effective immediately upon Licensee being provided with written notice of the same.
- e. Effect of Expiration or Termination. Licensee shall immediately cease operations of the Concessions Stand, including food deliveries to Oval Beach, upon expiration or termination of this Agreement. Licensee shall remove all of its property from the

Concessions Stand, restore the Concession Stand to as good a condition it was in before this Agreement (reasonable wear and tear excepted), vacate the premises, and surrender any signs or other items bearing the Oval Beach Mark to the City no later than thirty (30) days after the expiration or termination of this Agreement. All fixtures attached to the Concessions Stand and all improvements made to the Concessions Stand by Licensee shall become the property of the City at the end of this Agreement.

7. Condition of Premises, Maintenance, Modifications, and Equipment.

- a. Condition of Concession Stand. Licensee takes and will use the Concessions Stand in its current condition and “as is” and acknowledges that the City has made no representations, verbal or otherwise, regarding the condition of the Concessions Stand or the suitability of the Concessions Stand and Premises for the purposes for which it is being licensed under this Agreement.
- b. Maintenance. The City shall be responsible for the maintenance and upkeep of the exterior of the Concessions Stand except for any damage caused by Licensee. Licensee shall keep the Concessions Stand in a clean and sanitary condition, and shall be responsible for routine upkeep, repair, and maintenance of the interior of the Concessions Stand. Licensee shall, throughout the term of this Agreement, promptly perform any routine upkeep, repair, or maintenance of the Concessions Stand after receiving notice from the City that the same is required to keep the Concession Stand in a clean and sanitary condition. Licensee’s failure to perform such routine upkeep, repair, or maintenance within a reasonable time after receiving notice of the same shall be grounds for the City to terminate this Agreement for cause.
- c. Modifications and Alterations. Licensee shall not make any modifications or alterations to the Concessions Stand without the City’s prior written approval.
- d. City Equipment. The Concessions Stand shall contain the following equipment provided by the City of Saugatuck which may be used by Licensee as needed throughout the duration of this Agreement:
 - i. 400lb. Koolaire icemaker
 - ii. Standup freezer
 - iii. Refrigerator
 - iv. Hot dog roller/grill
 - v. Microwave
 - vi. Slushie machine
 - vii. Ice cream machine

- viii. Miscellaneous supplies already within the Concessions Stand, including cleaning, supplies, buckets, kitchen utensils, etc.
- ix. Picnic tables/umbrellas
 - x. Cash register
 - xi. Shelving units
 - xii. Pretzel warmer

Licensee shall be responsible for repairing or replacing any City-owned equipment damaged or rendered inoperable by Licensee, normal wear and tear excepted. If Licensee does not intend to use the City-owned equipment listed above, the Licensee and the City may arrange for the removal and storage of any unneeded equipment, provided that no City owned equipment may be removed without the City's consent.

- e. Other Equipment. Licensee shall be solely responsible for procuring and maintaining any other equipment deemed necessary by Licensee to operate the Concessions Stand. Any equipment left in the Concessions Stand following the expiration or termination of this Agreement and not timely removed by Licensee shall be considered property of the City.
8. **Indemnification.** Licensee agrees to hold the City (including for purposes of this paragraph, its officers and employees) harmless from, indemnify it for and defend it (with legal counsel reasonably acceptable to the City) against any liability for damages, injury or other casualty and costs or expenses, including reasonable attorneys' fees, caused or arising from the Licensee's use of the Concessions Stand pursuant to this Agreement, except to the extent such damages, injury or other casualty and costs or expenses is directly attributable to an intentional or negligent act of the City.
 9. **Insurance.** Licensee shall maintain the following public liability and property damage insurance which shall name the City as an additional insured: One Million and no/100 Dollars (\$1,000,000.00) combined single limit for property damage and bodily injury. Licensee shall keep such insurance in force during the term of this Agreement and shall deliver the policies or certified copies of the same to City. Upon failure of the Licensee to obtain or provide proof of the insurance required hereunder within seven (7) days after receiving notice from the City to produce the same, the City may terminate this Agreement for cause
 10. **Transferability and Assignment.** This Agreement is personal to Licensee and shall not be transferred or assigned except with the prior written consent of the City, which may be granted or withheld in the City's sole discretion. Any attempted transfer or assignment not in

accordance with this Agreement will have no effect and will constitute grounds for termination of this Agreement without an opportunity to cure.

11. **Amendments.** This Agreement contains all of the agreements and understandings of the Parties hereto and shall not be amended or changed in any way, unless an amendment is in writing and signed by both the Licensee and the City.
12. **Controlling Law.** The laws of the State of Michigan shall control any disputes arising out of the interpretation or operation of this Agreement. Venue shall be in Allegan County.
13. **Binding Effect.** This Agreement shall be binding on the successors, heirs and personal representatives of the parties hereto.
14. **Duplicate.** This Agreement has been executed in duplicate but constitutes only one contract.

CITY OF SAUGATUCK

Dated: _____, 2026

By: _____
Holly Anderson, Mayor

Dated: _____, 2026

By: _____
Jamie Wolters, City Clerk

GROW ESTATE LLC/LICENSEE

Dated: _____, 2026

By: _____

Its: _____



**CITY OF SAUGATUCK
REQUEST FOR PROPOSAL
OVAL BEACH CONCESSION STAND**

CITY OF SAUGATUCK
REQUEST FOR PROPOSAL
OVAL BEACH CONCESSION STAND

The City of Saugatuck is seeking proposals for furnishing equipment, supplies, and staffing necessary to provide food/beverage concessions at the City of Saugatuck Oval Beach.

Request for proposal packets may be obtained from the City Clerk at Saugatuck City Hall, 102 Butler Street, Saugatuck, MI 49453 or by calling 269-857-2603.

Technical questions regarding this Request for Proposal may be directed to the Department of Public Works Superintendent (Scott Herbert) at 269-857-2638.

Sealed proposals will be received by the City Clerk of the City of Saugatuck up to the hour of 2:00 p.m., **Friday, February 13, 2026**. Responses delivered after the said date and time will not be accepted. The City of Saugatuck is not responsible for delays in delivery.

All responses to this request that are mailed through the United States Postal Service shall be addressed to the Saugatuck City Clerk, P.O. Box 86, Saugatuck, MI 49453. All responses to this request that are mailed through the FedEx, UPS, or similar delivery service that do not deliver to P.O. Boxes shall be addressed to the Saugatuck City Clerk, 102 Butler Street, Saugatuck, MI 49453. Hand-delivered responses shall be delivered to the Saugatuck City Clerk, 102 Butler Street, Saugatuck, MI 49453.

All proposals shall be placed in a sealed envelope, which is clearly marked "OVAL BEACH CONCESSION RFP". Responses by fax or e-mail will not be accepted.

The City of Saugatuck reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City and to the public; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the request for proposals process.

INTRODUCTION

The City of Saugatuck's Oval Beach Park, located on the shore of Lake Michigan, serves as a destination point for residents and visitors each year – generally commencing in May and concluding in October. The lakefront park offers swimming, hiking, boating and other water and dune recreational activities to park visitors, as well as City-owned restrooms and the Oval Beach Concession Building. The Oval Beach Concession stand is typically open 7 days a week starting Memorial Day through Labor Day each year. The purpose of the Oval Beach Concession stand is to offer visitors to Oval Beach a variety of food and beverage options at reasonable prices.

The equipment provided by the City of Saugatuck includes:

- 400lb. Koolaire icemaker
- Standup freezer
- Refrigerator
- Hot dog roller/grill
- Microwave
- Slushie machine
- Ice Cream Machine
- Miscellaneous supplies (cleaning, buckets, kitchen utensils, etc.)
- Picnic tables/umbrellas
- Cash register
- Shelving units
- Pretzel Warmer

APPROXIMATE PROJECT TIMELINE

RFP issued:	November 17, 2025
Proposals Due:	February 13, 2026
Council award:	March 9, 2026
Contract signed:	March 16, 2026

PROPOSAL SUBMITTAL FORMAT

The *General Information* form, on the next page, is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form, nor substitute letterhead paper for it. If additional space is needed, plain paper may be attached behind this form. **This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency.** This individual must be at least 18 years of age. **Failure to submit this form will result in your proposal being deemed non-responsive.**

CITY OF SAUGATUCK
OVAL BEACH CONCESSION STAND

General Information

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached. **Failure to submit this form will result in your proposal being deemed non-responsive.**

_____ Authorized Official (Signature)	_____ Date
_____ Print Name of Authorized Official	_____ Title of Authorized Official
_____ Company Name	_____ Contact Person
_____ Address	_____ City, State, Zip
_____ Phone Number	_____ Fax Number
_____ E-Mail Address	_____ Federal Tax ID #

TO BE COMPLETED AND SUBMITTED

The request for proposal (RFP) is to solicit proposals from qualified vendors to use Oval Beach Concession Stand located at 690 Perryman Street, Saugatuck, MI 49453 (Property), for food/beverages and novelty souvenirs. Those interested are required to submit a written proposal that best represents the Proposer. The Property will be used as is with no proposed improvements planned by the City of Saugatuck.

PROPOSERS QUALIFICATION STATEMENT:

Check One: An Individual_____ A Co-Partnership_____ A Corporation_____

Submitted by: _____

With principal office at: _____

The completion and submission of this questionnaire reflects accurate and truthful statements of the signatory. (Attach additional pages if necessary)

Request for Proposal: Requirements

The proposal should include the following to coincide with this RFP:

1. Provide a business plan or explain in detail the Proposer's proposed use of the Property and how it will contribute to the vitality of the City.
2. Explain how proposers use of the facility is compatible with the City's Zoning Ordinances.
3. Resumé of Proposer's previous experience, identifying not less than three (3) years of experience directly related to the proposed use.
4. Three (3) business and/or personal references. Note – the City reserves the right to contact the references listed and references other than, and/or in addition to, those being furnished.

5. Financial statements including, but not limited to, balance sheets and income statements (audited statements preferred) for the past two (2) years supporting the financial abilities of the Proposer to operate at the facility.
6. Statement that the proposer is or is not a subsidiary of, or affiliated with, any other corporations, partnerships, or firm. If so, please specify. If the Proposer is a subsidiary, please indicate the extent to which the parent entity will guarantee performance by the subsidiary.
7. In what other businesses are you financially invested?
8. Statement that the Proposer or its officers, principal members, shareholders, or investors, or any of its parent, subsidiary, or affiliated entities or other interested parties have or have not been adjudged bankrupt, either voluntarily or involuntarily, within the past ten (10) years? If so, explain.
9. Statement that there is or is not pending litigation against the Proposing entity or its officers, principal members, shareholders, or investors, or any parent, subsidiary or affiliated entities or other interested parties other than the minor personal injury suits involving claims under \$250,000? If so, explain.
10. Letter(s) from any financial credit rating service for the Proposer with whom the City may contract or the member or members of that entity who will be responsible for financial obligations and on whom the City should rely for financial performance.
11. Any other financial statements and/or other documents that would indicate acceptable financial standing and the ability of Proposer to fund the proposed services on the City Property.
12. A complete description and history of the Proposer's entity (corporation, partnership, etc.) and identification of all parties including disclosure of all persons or entities having a beneficial and/or financial interest in the proposal. Include names and qualifications of corporate/company officers/owners, their addresses/location(s) and other appropriate contact information.

13. Description of employment opportunities that will be created by the proposed services including a description of the type, number of positions, and the estimated salary range of those positions.
14. Proposed operating schedule detailing days and hours open to the public. The City requires the Proposer to open operations every weekend (Friday – Sunday), Memorial Day (and the day before and after the holiday), Independence Day (and the day before and after the holiday), Labor Day (and the day before the holiday), with a minimum of two (2) days during any given week, Monday through Thursday.
15. Description of the proposed menu items or vendor items with pricing.
16. Description of the proposed marketing, advertising, and sales promotion plans.
17. Description of the proposed annual lease payment and proposed monthly percentage of gross revenue payment paid to the City during the two (2) year contract period. Tier percentage fees will not be accepted. The City expressly reserves the right to accept an offer other than the highest responsive offered price and also reserves the right to negotiate any terms.
18. List all major equipment Proposer will supply to provide services and/or goods proposed in this proposal.
19. Affirmative statements that:
 - a. The Proposer's entity will occupy the Property.
 - b. The Proposer will not sublet or sublease the Property.
20. You may, if you desire, provide a narrative that would include anything you feel might assist the City of Saugatuck in evaluating your experience or Business Plan. If appropriate, describe plans you may have for, including projected expenditures. Attach additional sheets if necessary.

CITY OF SAUGATUCK
OVAL BEACH CONCESSION STAND

General Information

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached. **Failure to submit this form will result in your proposal being deemed non-responsive.**



Authorized Official (Signature)

1/13/2026

Date

Alec Payleitner

Print Name of Authorized Official

Owner

Title of Authorized Official

GROW Estate LLC dba SaugaTaco

Company Name

Alec Payleitner

Contact Person

PO Box 841

Address

Saugatuck, MI 49453

City, State, Zip

N/A

Fax Number



TO BE COMPLETED AND SUBMITTED

The request for proposal (RFP) is to solicit proposals from qualified vendors to use Oval Beach Concession Stand located at 690 Perryman Street, Saugatuck, MI 49453 (Property), for food/beverages and novelty souvenirs. Those interested are required to submit a written proposal that best represents the Proposer. The Property will be used as is with no proposed improvements planned by the City of Saugatuck.

PROPOSERS QUALIFICATION STATEMENT:

Check One: An Individual _____ A Co-Partnership X A Corporation _____

Submitted by: GROW Estate LLC dba SaugaTaco (Alec + Lindsay Payleitner)

With principal office at: 650 Water Street, Saugatuck, MI 49453

The completion and submission of this questionnaire reflects accurate and truthful statements of the signatory. (Attach additional pages if necessary)

Request for Proposal: Requirements

Answers to all questions below are included in the pages following.
The table of contents, which includes a breakdown of the Business Plan, notes where each RFP question is addressed.

The proposal should include the following to coincide with this RFP:

1. Provide a business plan or explain in detail the Proposer's proposed use of the Property and how it will contribute to the vitality of the City.
2. Explain how proposers use of the facility is compatible with the City's Zoning Ordinances.
3. Resumé of Proposer's previous experience, identifying not less than three (3) years of experience directly related to the proposed use.
4. Three (3) business and/or personal references. Note – the City reserves the right to contact the references listed and references other than, and/or in addition to, those being furnished.

Oval Beach Concession Stand Proposal

Presented by Lindsay and Alec Payleitner
January 13, 2026

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- 3. Bankruptcy Statement *(Q8)***
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E. Tax Returns *(Q5)*

- 1. LLC 2023**
- 2. LLC 2024**

F. Credit Statements *(Q10)*

N/A | Q2, Q11, Q20

1. Business Plan | *Key Takeaways*

- **Curated, ready-to-consume, grab-and-go items available onsite, including:**
 - Savory snacks (e.g. popcorn, cheese + crackers)
 - Sweets (ice cream sandwiches, ice pops)
 - Beverages (popular brands + specialty/local)
- **No food preparation in the concession stand**
 - Eliminates most concerns regarding the Health Department
 - Eliminates the need for highly trained kitchen personnel
- **SaugaTaco partnership**
 - In-person ordering
 - Beachside delivery
- **Rent $\approx$ 15% of sales, specifically:**
 - 20% of RTE items
 - 5% of delivery items

2. Executive Summary

The Oval Beach Concession Stand's **primary function will be to sell ready-to-eat (RTE) sweet and savory snacks and ready-to-drink (RTD) beverages.**

RTE Snacks

We will offer curated snacks, a mix of premium and classic items. This might include: classic ice pops, ice cream sandwiches, pre-bagged popcorn, and candies curated from specialty makers.

RTD Beverages

These beverages will be fun, unique offerings catering to a variety of ages (think: colorful Faygo sodas *and* cold brew). We will incorporate local makers as much as possible to highlight and promote our towns' offerings.

The Oval Beach Concession Stand's **secondary function will be to sell full meals using a unique model combining personalized, in-person ordering and beachside delivery.** *We're resigned to living in a DoorDash world; let's embrace and elevate it.*

Ordering

A SaugaTaco-prepared menu of tacos, quesadillas, salads, and more will be available. Guests will order and pay at the from our SaugaTaco trained

concession stand cashiers. Then, guests will be given an approximate delivery time and a 'marker' to indicate their place on the beach.

Delivery

Our local, third-party delivery company and/or our in-house delivery team will bring the orders from our downtown Saugatuck location to the Oval Beach Concession Stand. The concessions team will then bring the order directly to the guest on the beach and/or picnic tables.



2.1 Executive Summary | *Mission + Vision*

Our mission is to provide Oval Beach guests with a seamless and satisfying concession stand experience that fulfills a broad spectrum of food and beverage needs, including value, taste preferences, time constraints, and snack-to-full-meal choices.

Our vision is to play a small part in elevating the Oval Beach experience. We live and work locally. For a decade, our livelihood has relied on providing a premium vacation experience for Saugatuck/Douglas visitors. Oval Beach is our area's signature natural asset. As such, we're heavily vested in its continued vitality.

The time is ripe for the concession stand to be reimaged—reflecting the high-quality, distinctive, forward-thinking, and premium experiences that now define our community.

2.2 Executive Summary | *Legal Structure*

The concession stand will operate as a satellite location of GROW Estate LLC (dba SaugaTaco), a partnership between Lindsay Payleitner and Alec Payleitner.

3. Why This Works for the City

This proposal focuses on reliable City revenue, straightforward oversight, and a hospitable, locally-driven experience for Oval Beach visitors, while minimizing financial and operational risk.

Low Operational Risk

- Ready-to-consume offerings only; no onsite food preparation
- Reduced health, safety, and regulatory oversight

Predictable, Aligned Revenue

- Rent structured entirely as a percentage of gross sales
- City revenue scales with performance

No City Capital Exposure

- Operator maintains staff, inventory, technology, and non-city equipment
- No upfront investment, depreciation, or replacement costs for the City

Improved Visitor Experience

- Efficient service and consistent hospitality standards
- Optional beachside delivery reduces congestion and improves accessibility

Local Alignment and Brand Protection

- Operated by an established local hospitality business with local labor
- Avoids “tourist trap” perception and supports repeat visitation

4. Market Analysis + Competition

After a decade in the Saugatuck/Douglas restaurant business, we’ve come to believe in intra-business collaboration and inter-community competition. That is, within our towns, a rising tide lifts all boats (lake pun intended)—when our towns do better, we all do better. Our real competitors are other tourist destinations.

When considering the Oval Beach Concession stand (OBC), we’re additionally convinced of these dichotomies. We do not want to focus on how we can get visitors to eat lunch at OBC over, say, Farmhouse. Rather, we want to focus on how we can provide a premium beach experience, an experience worthy of recommendation and return visits.

We believe we are perfectly poised to take on the challenge of elevating OBC—which in turn elevates the Oval Beach experience at large. As any restaurateur in the area will tell you, vacation time is of the essence! Long wait times and stagnant lines too often misalign with visitors’ agenda desires. With our most recent project, we have spent the last two years learning successfully innovating in the fast-casual, or counter-service, business model. We’re confident this experience will translate to an efficient and enjoyable OBC experience.

In addition to efficiency, we consider affordability a core competency. In 2026, every meal option seems expensive. Grocery and restaurant prices are significantly up from two years ago, let alone a decade past. We understand that many, if not most, visitors are cost conscious. They’ve already spent money to vacation here—in these towns, at this beach. The concession stand should never feel like a tourist trap. Our ready-to-eat/

drink (RTE) menu offers reasonably priced fare across a moderate price spectrum. And, our SaugaTaco delivery options are certainly indicative of our commitment to value.

The throughline is our commitment to hospitality. The OBC staff would be cross-trained, and likely cross-scheduled. at our restaurant. Without our consistent onsite presence at OBC, we believe this is the most effective way to ensure our standards of hospitality and customer service are consistently met. Such standards include: autonomy, attention to detail, above average communication abilities, adequate product knowledge, and...kindness.

4.1 Market Analysis + Competition | *En Route to the Beach!*

Douglas Root Beer Barrel

- Hot Dogs = \$4 - \$6
- 20oz Soda = \$4.25
- Ice Cream = \$5

Woosah

- Regular Coffee = \$4 - \$5
- Specialty Coffee = \$6 - \$7
- Baked goods = \$3 - \$6

5. Products + Services

We will use our extensive relationships with local makers, specialty distributors, and broadliners to curate dozens of ready-to-consume products paying particular attention to: packaging (for display), value, and a thoughtful mix of familiar brands and lesser-known artisans. (The following is an illustrative list and is neither inclusive nor exhaustive.)

RTE Savory Snacks

- Chips (classic and/or premium brands)
- Local cheese and cracker kits
- Gourmet jerky
- Craft pre-bagged popcorn
- Fruit and/or yogurt cups

RTD Sweets

- Name-brand candy
- Ice pops (for a very affordable frozen treat)
- Ice cream sandwich
- Vegan ice cream pint

RTD Beverages

- Name-brand sodas
- Tractor-brand high end juice beverages

- SaugaTaco lavender lemonade
- Cold Brew (possibly on tap from Uncommon Coffee Roasters)
- Red Bull or Celsius Energy Drink
- Boxed Water

SaugaTaco Delivery

A curated SaugaTaco-prepared menu of tacos, quesadillas, salads, and more will be available. Guests will order and pay at the concession stand from our trained cashiers. Then, guests will be given an approximate delivery time and a 'marker' to indicate their place on the beach.

6. Marketing + Sales Strategy

Word of Mouth

To be sure, it's a built-in, captured market. Oval Beach has long been the area's signature outdoor attraction for visitors and locals alike, and concession stand sales will therefore be closely tied to independent beach pass purchases. To capitalize on this dynamic, word-of-mouth will be a central component of our marketing strategy. Beyond impulse purchases, our goal is to offer a consistently reliable and satisfying experience that inspires return visits and organic referrals—both in person and across social media.

Beachside

We will provide a branded / stylized website with up-to-date information regarding hours and offerings. (Likely: saugataco.com/beach)

Website

We will provide a branded / stylized website with up-to-date information regarding hours and offerings. (Likely: saugataco.com/beach)

Cross-Promotion

At SaugaTaco, we strive to be *concierge* for our guests. We train our staff to offer shopping, leisure activity, and dining suggestions. We even provide free custom photo postcards for guests to mail home—one of which features a beautiful overhead drone shot of Oval Beach taken by one of our guests.

Social Media / Email

We will feature this new partnership in social media posts (aggregate audience of 7K+) and send an announcement email to our 2000+ subscribers.

7.1 Operations Plan | *What does the day look like?*

1 hour before open | *Team Lead arrives at SaugaTaco*

- Check in with management
- Pickup any products or supplies

1/2 hour before open | *Team Lead + support staff arrives at OBC*

- Pre-shift huddle
- Assign positions
- Opening duties

[Staff will receive 30-minute break if shift exceeds 5 hours (lead). Most supporting staff will only work 5 hour shifts.]

At closing time | *All staff closing duties*

- Cleaning checklist
- Inventory

At 'doors locked' | *Team Lead closing duties*

- Submit closing report to SaugaTaco management, including:
- Closing photo checklist

7.2 Operations Plan | **Staffing**

*While the staffing responsibility hierarchy is Team Lead → Support Staff, **all** staff members will be trained on **all** operational positions.*

Cashier

Handles order placement and payment, answers guest questions, provides recommendations, and delivers a warm, hospitable experience—often sharing insights about the town and local offerings.

Prep

Retrieves drinks and snacks for guests after ordering. Keeps outdoor space tidy. Answers phone calls.

Runner

Receives SaugaTaco deliveries and promptly delivers orders to beachgoers, confirming order accuracy and guest satisfaction upon handoff.

7.3 Operations Plan | **Salaries**

- In-house minimum wage = \$15 / hour + tips
- We will monitor gratuities with a goal of \$20 / hour TOTAL wage + tips.

- Quantity of staffing is based on a percentage of sales, as seen in 7.2 *Financial Projections* | *Condensed Projected P&L*.
- *[If a student works 15 weeks @ \$20/hr for 35 hours a week, they would make over \$10K at their summer job!]*

7.4 Operations Plan | Equipment

Existing Equipment

(provided/maintained by the city)

- Refrigerator
- Freezer
- Mop Sink
- Ice Machine?

New Equipment

(provided by applicant)

- POS Hardware
- Display Signage

8. Financial Projections

These projections were made before we received financial documents from the city. The numbers were calculated based on the fact of 50K vehicle passes sold in 2024 and then estimates of number of guests, percentages of concession stand goers, and check average. Full disclosure: these sales estimates are 88% higher than 2025 sales and 158% higher than 2024 sales.

SCHEDULE *(subject to change)*

- 15 weeks (Memorial Day - Labor Day)
- 12pm - 8pm
- Tuesday through Sunday, plus Memorial Day and Labor Day

GOOD-FAITH ESTIMATE (Beachgoers)

50,000 daily passes sold in 2024 over 105 days

*↳ That means approximately 475 cars / day, or **950 people / day***

2,000 season passes sold in 2024 (estimating an average of 2 trips)

*↳ That means 40 cars / day, or **80 people per day***

We set our educated estimation at 1000 beach visitors per day.

GOOD-FAITH ESTIMATE (Concession Sales)

35% of the guests purchase drink/ice cream—with a check average of \$5

↳ TOTAL Prepared Food/Bev Sales = \$1750 / day

10% of guests purchase beachside delivery—with a check average of \$9.50

↳ TOTAL Delivery Sales = \$950 / day

TOTAL Daily Sales = \$2700

TOTAL Weekly Sales = \$13,500

TOTAL Season Sales = \$202,500

8.1 Financial Projections | *Calculating Rent*

'Rent' is calculated entirely as a percentage of sales:

20% of prepared food/bev sales + 5% of delivery sales.

SALES = S; Prepared Share % = P; Delivery Share % = D

'Rent' = (P)(S)(20%) + (D)(S)(5%)

SALES (75% prepared + 25% delivery)	\$125,000	\$200,000	\$250,000	\$300,000
City Percentage	\$20,313	\$32,500	\$40,625	\$48,750

SALES (65% prepared + 35% delivery)	\$125,000	\$200,000	\$250,000	\$300,000
City Percentage	\$18,438	\$29,500	\$36,875	\$44,250

SALES (60% prepared + 40% delivery)	\$125,000	\$200,000	\$250,000	\$300,000
City Percentage	\$17,500	\$28,000	\$35,000	\$42,000

SALES (50% prepared + 50% delivery)	\$125,000	\$200,000	\$250,000	\$300,000
City Percentage	\$15,625	\$25,000	\$31,250	\$37,500

8.2 Financial Projections | *Condensed Projected P&L*

The following page show projected (and condensed) profit and loss statements for three gross sales scenarios.

Case A | Low-Level Sales

SALES = 125,000			
FIXED		\$	%
Insurance		2500	2.00%
Repair/investment		2500	2.00%
Professional Fees		1500	1.20%
POS		5000	4.00%
Certificates/Fees		1000	0.80%
Total		12500	10.00%

VARIABLE	%
Food + Bev	40.0%
Administration Fee	5.0%
Rent to city (20% + 5%)	15.0%
Payroll (Beach)	20.0%
Payroll (Kitchen)	5.0%
Payroll Taxes	2.5%
LLC Profit	2.5%
Total	90.0%

- Total Sales = \$125,000
- Average Daily Sales = \$1388
- Staffing | 2 @ \$20/hour

Scenario A | CITY INCOME = \$18,438

Case B | Predicted Sales

SALES = 200,000			
FIXED		\$	%
Insurance		2500	1.25%
Repair/investment		2500	1.25%
Professional Fees		1500	0.75%
POS		5000	2.50%
Certificates/Fees		1000	0.50%
Total		12500	6.25%

VARIABLE	%
Food + Bev	40.0%
Administration Fee	5.0%
Rent to city (20% + 5%)	15.0%
Payroll (Beach)	20.0%
Payroll (Kitchen)	5.0%
Payroll Taxes	2.5%
LLC Profit	6.2%
Total	93.7%

- Total Sales = \$200,000
- Average Daily Sales = \$2222
- Staffing | 3 @ \$18/hour

Scenario B | CITY INCOME = \$29,500

Case C | Stretch Sales

SALES = 250,000			
FIXED		\$	%
Insurance		2500	1.00%
Repair/investment		2500	1.00%
Professional Fees		1500	0.60%
POS		5000	2.00%
Certificates/Fees		1000	0.40%
Total		12500	5.00%

VARIABLE	%
Food + Bev	40.0%
Administration Fee	5.0%
Rent to city (20% + 5%)	15.0%
Payroll (Beach)	20.0%
Payroll (Kitchen)	5.0%
Payroll Taxes	2.5%
LLC Profit	7.5%
Total	95.0%

- Total Sales = \$250,000
- Average Daily Sales = \$1388
- Staffing | 3-4 @ \$18/hour

Scenario C | CITY INCOME = \$36,875

GROW ESTATE, LLC

Established: MI (2015); IL (2014)

D/B/A

SaugaTaco, Saugatuck, Michigan

2024 - now

- *Upscale QSR of tex-mex cuisine*
- *Seating = 40 indoor + 20 outdoor*
- *Approximate serving capacity of 100 guests per hour*
- *Robust takeout and delivery program*

GROW Café + Bistro, Saugatuck, Michigan

2016 - 2023

- *Upscale casual service of contemporary American cuisine*
- *Seating = 30 indoor + 24 outdoor*
- *Approximate serving capacity of 70 guests per hour*

the TRAP from Café + Bistro, Saugatuck, Michigan

2021 - 2022

- *Upscale casual service of Middle Eastern inspired cuisine*
- *Seating = 24 indoor + 30 outdoor*
- *Approximate serving capacity of 50 guests per hour*

GROW Food + Events, Chicago

2014 - 2015

- *'Ghost kitchen' prep and delivery of office caterings*
- *Dozens of festival appearances*

ENTITY OWNERSHIP *(S-corp election for an LLC)*

Lindsay Payleitner (50% ownership)
Chef/Owner

Alec Payleitner (50% ownership)
Owner/Operator

C. References (Q4)



D1. Subsidiary Statement (Q6)

GROW Estate LLC is not a subsidiary of, or affiliated with, any other corporations, partnerships, or firm.

D2. Financial Investment Statement (Q7)

GROW Estate LLC is financially invested and doing business as SaugaTaco (650 Water Street, Saugatuck, MI).

D3. Bankruptcy Statement (Q8)

Lindsay Payleitner, Alec Payleitner, and GROW Estate LLC (including: its officers, principal members, shareholders, or investors, or any of its parent, subsidiary, or affiliated entities or other interested parties) have not been adjudged bankrupt, either voluntarily or involuntarily, within the past ten (10) years.

D4. Litigation Statement (Q9)

There is no pending litigation against Lindsay Payleitner, Alec Payleitner, and GROW Estate LLC (including: its officers, principal members, shareholders, or investors, or any of its parent, subsidiary, or affiliated entities or other interested parties) other than the minor personal injury suits involving claims under \$250,000.

D5. Occupancy Statement (Q19)

- A. GROW Estate LLC will occupy the Property.
- B. GROW Estate LLC will not sublet or sublease the Property.

Agreed and Accepted:
Lindsay Payleitner

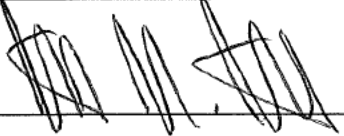
1/5/2026
Alec Payleitner

1/5/2026

CITY OF SAUGATUCK
OVAL BEACH CONCESSION STAND

General Information

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. To be considered for this project, the submittals must be completed in accordance with this RFP and this cover sheet must be attached. **Failure to submit this form will result in your proposal being deemed non-responsive.**



Authorized Official (Signature)

12/15/2025

Date

ANTHONY N. AMATO

Print Name of Authorized Official

President

Title of Authorized Official

MIDTOWN TOWN, INC

Company Name

TONY AMATO

Contact Person

TO BE COMPLETED AND SUBMITTED

The request for proposal (RFP) is to solicit proposals from qualified vendors to use Oval Beach Concession Stand located at 690 Perryman Street, Saugatuck, MI 49453 (Property), for food/beverages and novelty souvenirs. Those interested are required to submit a written proposal that best represents the Proposer. The Property will be used as is with no proposed improvements planned by the City of Saugatuck.

PROPOSERS QUALIFICATION STATEMENT:

Check One: An Individual_____ A Co-Partnership_____ A Corporation X (Subchapter S)

Submitted by: MIDTOWN TAVERN, INC.

With principal office at: 6449 136TH AVE SAUGATUCK, MI 49453

The completion and submission of this questionnaire reflects accurate and truthful statements of the signatory. (Attach additional pages if necessary)

Request for Proposal: Requirements

The proposal should include the following to coincide with this RFP:

- 1/ Provide a business plan or explain in detail the Proposer's proposed use of the Property and how it will contribute to the vitality of the City.
- 2/ Explain how proposers use of the facility is compatible with the City's Zoning Ordinances.
- 3/ Resumé of Proposer's previous experience, identifying not less than three (3) years of experience directly related to the proposed use.
- 4/ Three (3) business and/or personal references. Note – the City reserves the right to contact the references listed and references other than, and/or in addition to, those being furnished.

- ✓ 5. Financial statements including, but not limited to, balance sheets and income statements (audited statements preferred) for the past two (2) years supporting the financial abilities of the Proposer to operate at the facility.
- ✓ 6. Statement that the proposer is or is not a subsidiary of, or affiliated with, any other corporations, partnerships, or firm. If so, please specify. If the Proposer is a subsidiary, please indicate the extent to which the parent entity will guarantee performance by the subsidiary.
- ✓ 7. In what other businesses are you financially invested?
- ✓ 8. Statement that the Proposer or its officers, principal members, shareholders, or investors, or any of its parent, subsidiary, or affiliated entities or other interested parties have or have not been adjudged bankrupt, either voluntarily or involuntarily, within the past ten (10) years? If so, explain.
- ✓ 9. Statement that there is or is not pending litigation against the Proposing entity or its officers, principal members, shareholders, or investors, or any parent, subsidiary or affiliated entities or other interested parties other than the minor personal injury suits involving claims under \$250,000? If so, explain.
- ✓ 10. Letter(s) from any financial credit rating service for the Proposer with whom the City may contract or the member or members of that entity who will be responsible for financial obligations and on whom the City should rely for financial performance.
- ✓ 11. Any other financial statements and/or other documents that would indicate acceptable financial standing and the ability of Proposer to fund the proposed services on the City Property.
- ✓ 12. A complete description and history of the Proposer's entity (corporation, partnership, etc.) and identification of all parties including disclosure of all persons or entities having a beneficial and/or financial interest in the proposal. Include names and qualifications of corporate/company officers/owners, their addresses/location(s) and other appropriate contact information.

13. Description of employment opportunities that will be created by the proposed services including a description of the type, number of positions, and the estimated salary range of those positions.
14. Proposed operating schedule detailing days and hours open to the public. The City requires the Proposer to open operations every weekend (Friday – Sunday), Memorial Day (and the day before and after the holiday), Independence Day (and the day before and after the holiday), Labor Day (and the day before the holiday), with a minimum of two (2) days during any given week, Monday through Thursday.
15. Description of the proposed menu items or vendor items with pricing.
16. Description of the proposed marketing, advertising, and sales promotion plans.
17. Description of the proposed annual lease payment and proposed monthly percentage of gross revenue payment paid to the City during the two (2) year contract period. Tier percentage fees will not be accepted. The City expressly reserves the right to accept an offer other than the highest responsive offered price and also reserves the right to negotiate any terms.
18. List all major equipment Proposer will supply to provide services and/or goods proposed in this proposal.
19. Affirmative statements that:
- a. The Proposer's entity will occupy the Property.
 - b. The Proposer will not sublet or sublease the Property.
20. You may, if you desire, provide a narrative that would include anything you feel might assist the City of Saugatuck in evaluating your experience or Business Plan. If appropriate, describe plans you may have for, including projected expenditures. Attach additional sheets if necessary.

Proposal For Oval Beach Concession Stand

This project is custom made for my interests and proven abilities in food and beverage operations. My prowess in outdoor summer food and beverage operation is well documented. The Oval Beach food and beverage concession stand will be a must see, must experience local destination spot; the food and potential supporting activities will complete the local beach scene.

I am confident that I will operate within applicable zoning ordinances and will review and abide by lesser known applicable ordinances. I have 50 years experience in the food and beverage industry; 30 plus years in this area: Dona Blanche Enterprises, catering and in house breakfast service at the Maplewood Hotel Saugatuck, Cafe Dona, breakfast, lunch, catering, private party dining Hoffman St Saugatuck, Red Dock Cafe (25 yrs) outdoor summer venue with original food, drinks and live music Douglas. To better acquaint you with my abilities please feel free to contact: Nick Cappaletti Capizzo Studios Saugatuck, Dene Lencioni Toons Chicago, Lauren Stanton Red Dock Douglas and Jason Blik Huntington Bank. Glad to provide phone numbers upon request.

I can guarantee you that my financial health is solvent with an active subchapter S corporation and business checking account, along with my professional team of accounting, legal, insurance and banking in good order. Glad to share names and phone numbers on request. I am not affiliated with any other subsidiary corporations but I do also underwrite and produce live music events in the area at Capizzo Studios Saugatuck and Park Theatre Holland and occasionally in Santa Fe, NM. I have never experienced any aspects of bankruptcy and at this time there is no litigation pending against me.

I will be glad to provide you with my accountant firm and bank to verify my financial solvency. This potential beach concession ,if approved by the city, will be operated by myself and my wife Dona.

I cannot go into detail about employment opportunities until I get into the physical space and organize the work, storage and production flow as well as detail the menu until I see what the space can handle in production and execution but I will price it market fair and compensate employees on the high end of local standards, this also applies to any additional equipment I would bring in outside of the city's listed inventory, keeping in mind accommodating the health dept, fire dept and other applicable city, county and state agencies; but note that the menu will be conservative in number of items, creative, fresh and representative of a summer beach concession in the areas of sandwiches (hot and cold), salads, hot dogs, soda and other bottled beverages, ice cream and appropriate sides and snacks. I would like to add events like live music, informative lectures, yoga and community related gatherings of interest. This will all be coordinated with social media, local papers and the "grapevine".

In regard to lease agreements and payments, I am very familiar with the local market. I would need to see a five year history of past lease agreements and percentage of gross sales payments

before the city took over the operation of the beach concession stand; working with averages I propose to make one payment in full (combination of monthly payments and average of percentage payments) at the time of agreement so that my accounting is my accounting and your accounting is your accounting. I don't want to be burdened with multiple, separate payments. A single figure that meets the need of the city's expenses ; one and done, I am flexible in understanding your financial needs (I assume that utilities and garbage removal is included in monthly payment) but if it becomes financially burdensome from the get go, it would make it difficult for any operator to set themselves up for success. Also a two year lease is a short time to enjoy the benefits of a successful operation; please explain reasoning and potential lease renewal policies.

Yes, I will occupy the property for the duration of lease and look forward to the potential of operating the beach concession stand; I have 50 years of experience in the food and beverage industry embracing countertop service, catering, casual dining and fine dining.

Thank you for your time and consideration.