



**CITY OF ZEELAND
BROWNFIELD REDEVELOPMENT AUTHORITY
AGENDA**

MARCH 31, 2026

ZEELAND CITY HALL COUNCIL CHAMBERS – 21 S ELM STREET

4:00 PM

- Meeting called to order
- Roll Call
- Excuse absent members
- Additional agenda items

VISITORS/PUBLIC COMMENT:

-

COMMUNICATIONS/REPORTS:

-

PUBLIC HEARINGS:

-

ACTION:

- Approve minutes of October 13, 2025 Brownfield Redevelopment Authority meeting

UNFINISHED BUSINESS:

-

NEW BUSINESS:

- Brownfield Tax Increment Financing Policy
- Community and Economic Development Financial Incentive Policy
- Brownfield Plan/Act 381 Work Plan – JR Automation - 800 E. Riley St
- Brownfield Plan Amendment #1/Act 381 Work Plan – 17 E. Main LLC - 17 E Main Ave

OTHER:

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

ADJOURN

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Brownfield Redevelopment Authority
Minutes of
October 13, 2025

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

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

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

ABSENT: Mayor Kevin Klynstra and Tim Klunder

GUEST: None

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

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

Motion carried. All voting aye.

Visitor/Public Comment

There were no visitors or public comments.

Communications/Reports:

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

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

Public Hearing

- None

Action:

- Approve minutes of January 21, 2025

Motion was made by Maday and seconded by Boatright
Motion carried. All voting aye.

Unfinished Business:

- None

New Business:

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

In 2022 and into 2023, the Brownfield Redevelopment Authority and City Council approved a Brownfield Plan for GDP – Zeeland, LLC for the redevelopment of the Sligh Building. This plan originally authorized the reimbursement of \$1,991,539 in eligible expenses for the project. (This amount included a contingency of \$246,527 but did not include interest expenses authorized by the plan.)

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

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

Recommendation:

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

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

- 17 E. Main Development and Reimbursement Agreement

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

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

Recommendation:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

New Board will be as follows:

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

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

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

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

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

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

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

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

Motion carried. All voting Aye.

Other

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

Adjourn

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

Sharon Lash, Interim Deputy City Clerk



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

BROWNFIELD REDEVELOPMENT AUTHORITY MEMORANDUM

TO: Brownfield Redevelopment Authority Board

FROM: Tim Klunder, City Manager

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

DATE: March 20, 2026

CC: March 31, 2026, Brownfield Redevelopment Authority Meeting

Brownfield Tax Increment Financing Policy

The Brownfield Redevelopment Authority reviewed an updated draft of our Brownfield Tax Increment Financing Policy on October 13, 2025. Feedback from the Authority was positive and it was subsequently reviewed with City Council on November 3, 2025. City Council also provided positive feedback on the amendments to the policy.

We are now proposing that the Brownfield Redevelopment Authority approve the Amended Brownfield Tax Increment Financing Policy as attached. The proposed amendments are exactly as shared at your October 13, 2025, meeting. In addition to the attached amended policy, the memorandum from October 13, 2025, meeting is attached for background information. Should the Authority approve the amended policy, it will then go to City Council for final consideration.

Community and Economic Development Financial Incentive Policy

In conjunction with the Brownfield TIF Policy amendments, we are proposing a new policy that looks to bring equity to projects that may seek multiple financial incentives. While some projects have only sought brownfield incentives, more recently, projects have looked to layer incentives such as Commercial Rehabilitation Incentives, Brownfield Incentives, property purchases, etc. As stated above, the new policy looks to establish equity between projects

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by creating target maximum percentages of incentives offered to projects. This new policy was presented to the Brownfield Redevelopment Authority on October 13, 2025, and the Zeeland City Council on November 3, 2025. Both bodies provided positive feedback on the establishment of such a policy.

Attached hereto is an updated draft of the policy (dated 3.7.26). It is in substantial alignment with the policy presented on October 13, 2025. The key addition to this updated draft is a reference that will require projects that occur within the City's Central Business District (downtown) that are new or create significant alterations to an existing building, and seek financial incentives for the project, to complete a public parking analysis. Given the strains (perceived or real) on the city's public parking system because of developments within our Central Business District, we feel this parking analysis is appropriate if the project is seeking financial incentives to support the project.

Like the Amended Brownfield Tax Increment Financing Policy, we are now proposing that the Brownfield Redevelopment Authority approve the Community and Economic Development Financial Incentive Policy (draft 3.7.26) as attached. Should the Authority approve the policy, it will then go to City Council for final consideration.

Timothy R. Klunder, City Manager

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

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

DATE: ~~May 16, 2022~~

BODY: City Council and Brownfield Redevelopment Authority

SUBJECT: Brownfield Tax Increment Financing

Project Review Administration Fees

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

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

Tax Increment Financing (TIF) Considerations

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

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

1. Number and type of jobs created or retained by the project.
- ~~2.~~ In the case of housing, the developer's commitment to reserve a portion of the Project's rental units as income restricted units for income qualified households, i.e., household incomes at or below the State's income percentages found in Act 381 (the Brownfield Redevelopment Financing Act, Act 381 of Public Acts of Michigan of 1996, as amended).
- ~~3.~~ The impact of the project on the community.
- ~~4.~~ The impact of the project on the City's tax base.
- ~~5.~~ The ability of the project to move forward without the capture of TIF.
- ~~6.~~ The quality of construction and the site plan of proposed structures and of a development.
- ~~7.~~ Other relevant factors as may be permitted by law and as may be raised during a public hearing.
8. The proposed length of time for tax increment revenue captures, which shall be limited to a period not to exceed the maximum duration permitted by law.

Tax Increment Financing Provisions:

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

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

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

Reimbursement Agreement

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

Housing Fund Assistance

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

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

CITY COUNCIL (OR GOVERNING BODY/COMMISSION)
POLICY DIRECTIVE (draft 3.7.26)

INDEX NUMBER: tbd

DATE: tbd

BODY: City Council

SUBJECT: Community and Economic Development Financial Incentive Policy

Policy Overview

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

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

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

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

Financial Benchmarks/Comparables

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

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

Financial Incentive Percentage

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

Central Business District (C-2 Zoning Designation) Parking

~~a-~~ 1 If a project with new building construction or significant alterations to an existing building seeks financial incentives for its project, a professional analysis of public parking by the city's parking consultant will be required at the expense of the applicant, to determine the availability of public parking for the project. Should an analysis find that there is not adequate public parking to support the project, the development may be required to participate in the provision of additional parking (public or private) to qualify for financial incentives.

Development Agreement and/or Contracts

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



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

MEMORANDUM

TO: Brownfield Redevelopment Authority Board

FROM: Tim Klunder, City Manager

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

DATE: October 9, 2025

CC: October 13, 2025 Brownfield Redevelopment Authority Meeting

Brownfield Tax Increment Financing Policy

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

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

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

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1. Under “Tax Increment Financing Considerations” adding a component related to housing and the need for the developer to reserve a portion of the project’s housing for income qualified households. Note, we are not suggesting that a minimum percentage of income restricted units be set. Rather, we feel each project should be evaluated on a case-by-case basis.
 2. Adding a “Tax Increment Financing Provisions” Section.
 - a. Item #1 and #2 under this section are setting percentages (or maximums) for administrative fees and interest payments. The city has historically collected administrative fees and we have allowed interest payments. Providing guidance on these percentages creates consistency between projects.
 - b. Item #2 deals with the layering of a Commercial Rehabilitation Tax increase with a brownfield plan. This has been done with numerous projects in the city. The impact is that a Commercial Rehabilitation Tax essentially freezes (some school tax exceptions) taxes for 10 years. Thus, there is no incremental gain in tax revenue to reimburse a developer for brownfield costs in the first 10 years. This naturally extends the time required to repay a developer. Under the Brownfield Act, once a developer is paid in full, the Authority can collect another 5 years (assuming the entire plan does not go beyond 30 years) of tax increment revenue to put in the Local Brownfield Fund. Under the Brownfield Act, an Authority can delay the start of collecting TIF for 5 years. This delayed start may allow for the Local Brownfield Fund to collect 5 years of TIF within the 30-year time limit of TIF collection.
 - c. Item #4 and #5 are the “heart” of the updates. Under Item #4 of the proposed policy amendment, incentives maximums should target no more than 40% brownfield incentives (50% if no other incentives offered). How these percentages are calculated are written into the policy. The increase from 40% to 50% if no other incentives are offered, tries to bring equity to projects that do “layer” other economic incentives – and which will now be addressed in a new Economic Development Incentive Policy.
 - d. Item #5 notes that a TIF Plan shall provide some funding to either the Local Brownfield Fund and/or support public infrastructure for the project. This would prevent a project from capturing all of the tax increment revenue for “private purposes only”. It also notes 10% of the annual tax increment shall be used for public infrastructure work (if it is undertaken for the project).



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3. Adding a “Housing Assistance Fund” provision section. This section is theoretically based and there is no Housing Assistance Fund within the Brownfield Authority or city at this time. This provision is established if (a) a proposed project is above the financial incentive percentages outlined in the Brownfield TIF Policy and/or Economic Development Incentive Policy and (b) if the city were able to obtain funds for a Housing Assistance Fund through a grant, donation, etc. In theory, the Housing Assistance Fund could be used to close the financial gap. This is purely a pro-active statement at this time. But, it is a provision that may help with projects that are seeking to create affordable workforce housing, but would not be able to develop their project to the full extent requested due to the city’s incentive policy limits.

Community and Economic Development Financial Incentive Policy

In conjunction with the Brownfield TIF Policy amendments, we are proposing a new policy that looks to bring equity to projects that may seek multiple financial incentives. While some projects have only sought brownfield incentives, more recently, projects have looked to layer incentives such as Commercial Rehabilitation Incentives, Brownfield Incentives, property purchases, etc. As stated above, the new policy looks to establish equity between projects by creating target maximum percentages of incentives offered to projects.

Financial Incentives Example Chart

Attached to this information is a chart of how percentages would have been calculated on existing projects (projects 1 – 4) and an example of a potential housing project that would not have met the policy and thus, would have to alter their request in order to comply with the policy. A review of existing projects helped formulate the percentage maximums that have been proposed.

A handwritten signature in black ink, appearing to read 'Timothy R. Klunder', is written over a horizontal line.

Timothy R. Klunder, City Manager

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

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

DATE: ~~May 16, 2022~~

BODY: City Council and Brownfield Redevelopment Authority

SUBJECT: Brownfield Tax Increment Financing

Project Review Administration Fees

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

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

Tax Increment Financing (TIF) Considerations

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

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

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

Tax Increment Financing Provisions:

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

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

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

Reimbursement Agreement

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

Housing Fund Assistance

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

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

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

CITY COUNCIL (OR GOVERNING BODY/COMMISSION) POLICY DIRECTIVE

INDEX NUMBER: tbd

DATE: tbd

BODY: City Council

SUBJECT: Community and Economic Development Financial Incentive Policy

Policy Overview

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

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

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

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

Financial Benchmarks/Comparables

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

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

Financial Incentive Percentage

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

Development Agreement and/or Contracts

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

DRAFT

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

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

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

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



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BROWNFIELD REDEVELOPMENT AUTHORITY MEMORANDUM

TO: Brownfield Redevelopment Authority Board

FROM: Tim Klunder, City Manager

SUBJECT: Brownfield Plan Amendment – 800 E. Riley, JR Automation

DATE: March 20, 2026

CC: March 31, 2026, Brownfield Redevelopment Authority Meeting

At the March 31, 2026, Brownfield Redevelopment Authority meeting, the board will be asked to consider an amendment to the City's Brownfield Plan for 800 E. Riley (JR Automation). Included with this cover memo is a memo from our brownfield consultant, Samantha Mariuz, Fleis & VandenBrink; and the site-specific provisions (Brownfield Plan Amendment) for the 800 E. Riley project. A resolution for approval consideration will be provided to the Authority at the meeting.

Samantha's memorandum provides a thorough overview of the proposed project for the Brownfield Authority's consideration and thus I will not reiterate that information within this cover memo. However, a few items of additional note for the Authority's information are:

- As noted in the plan and Samantha's memo, the developer will seek reimbursement of \$4,101,975 in eligible activities. For its part, the city (BPW) will seek \$4,531,000 for Phase I infrastructure improvements (adjacent to site) and potentially \$4,000,000 for Phase II improvements (exploring a roundabout at the corner of Main/Fairview).
 - It is currently anticipated that the city will bond for a portion of the infrastructure improvements, using tax increment financing from the project to pay the bonds.
 - When including our local brownfield administration fee (5%) a total estimated amount of \$13.7 million would be collected through the TIF. Of this amount, approximately \$6.2 million (46%) would be city tax dollars, while the other

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revenue would be from other local tax sources. There are no state education or school operating taxes included in the tax capture.

- The administrative provisions (administration fee, percentage of annual collection to city, etc.) within the Brownfield Plan are consistent with the City’s Brownfield Tax Increment Financing Policy (with proposed amendments).
- Estimated calculations of the tax incentives are consistent with the provisions in the City’s Brownfield Tax Increment Financing Policy (amended) and proposed Community and Economic Development Financial Incentive Policy
 - The total estimated financial incentives (IFT and TIF) to JR Automation are 20% (no more than 50% per policy) and 5.63% (no more than 40%) for brownfield incentives. Interestingly, on a per square foot basis, the proposed incentives are \$50.54. In four “recently” approved incentive projects (CRA and/or BRA TIF) the average was \$50.99 per square.
- From a procedural standpoint, should the Brownfield Redevelopment Authority approve the Brownfield Plan Amendment for 800 E. Riley, it would then go before Zeeland City Council. It is anticipated that Zeeland City Council will consider a resolution at their April 6, 2026, meeting to set a public hearing on the Brownfield Plan Amendment at their May 4, 2026, meeting. City Council would then hold a public hearing and consider approving the Brownfield Plan Amendment. Finally, a reimbursement agreement (sample in the Brownfield Plan) will be required to be approved between the Brownfield Authority/City and developer before any tax reimbursements are made.

RECOMMENDATION: City staff recommend that the Brownfield Redevelopment Authority approve a resolution to amend the City’s Brownfield Plan to include the 800 E. Riley project as outlined in the attached plan amendment.

Timothy R. Klunder, City Manager

MEMO



To: The City of Zeeland Brownfield Redevelopment Authority Board of Directors

From: Samantha Mariuz, Economic Development Manager

Cc: Tim Maday, Community Development Director

Date: February 16, 2026

RE: **JR Automation Industrial Development 800 E. Riley Street, Zeeland, Ottawa County, Michigan**

Introduction & History

The Brownfield Plan and project application for the JR Automation (the “Developer”) for property located at 800 E. Riley Street (the “Subject Property, (overall (the “Project”)), were submitted to the Brownfield Redevelopment Authority on February 11, 2026, for review. The Developer is seeking approval from the Brownfield Redevelopment Authority to recommend approval of the Plan to City Council in order to capture Local Tax Increment Revenue for Brownfield Eligible Activities summarized below.

Project Proposal & Plan Review

JR automation Technologies, LLC proposes to invest \$72.8 million toward the construction of a new 286,000 square foot manufacturing and global headquarters at 800 E Riley Street, Zeeland, Michigan. The Project is expected to create 150 new local jobs. The Subject Property is a 45.5-acre site and the only remaining industrial parcel available in the City of Zeeland (the “City”) capable of accommodating the size and scale of the Project. The Project allows JR Automation the ability to relocate their corporate headquarters and consolidate manufacturing operations with opportunities for future site expansion.

To prepare the Property for development, eligible site operational activities and public infrastructure improvements are necessary. Additionally, the Project will feature walkable and bikeable paths that are integrated into an ecologically restored native prairie landscape. Both the Developer and the City will incur brownfield eligible costs related to site preparation and infrastructure improvements. Developer activities began late 2025 and are expected to continue through late summer 2027. The City of Zeeland will incur infrastructure improvement costs between 2026 and 2028. There is also a provision in this Plan for future (referred to as “Phase II City Infrastructure”), costs associated with infrastructure improvements at the Main Avenue and Fairview Road intersection that may be required to accommodate future traffic patterns due to the development.

Eligible Property

The Project consists of one (1) parcel totaling 45.5 acres. The eligible property is currently vacant.

MEMO



Address	Parcel ID	Owner	Legal Description
800 E. Riley Street, Zeeland, Michigan	70-17-17-101-030	17 E. Main, LLC	PART OF E 1/2 OF NW 1/4 BEG AT N 1/4 COR, TH S 0D 25M 56S W 1382.17 FT ALG N&S 1/4 LI, TH S 60D 45M 34S W 113.84 FT, S 60D 42M 54S W 122.6 FT, N 89D 22M 17S W 1124.81 FT, TH N 0D 28M 16S E 1500 FT ALG W LI OF E 1/2 OF NW 1/4, TH S 89D 22M 17S E 1329.18 FT ALG N SEC LI TO BEG. SEC 17 T5N R14W 45.51 AC
Basis of Eligibility: Blighted			

Pursuant to Section 2(c)(vi) of Act 381, property “owned or under the control of” of Land Bank Fast Track Authority is considered “Blighted,” and therefore considered “Eligible Property,” as defined in Section 2(p) of Act 381.

The Subject Property as part of this Brownfield Plan Amendment is under control of the Ottawa County land Bank Authority (OCLBA), with the Development Agreement between the OCLBA and JR Automation Technologies, LLC, included as Appendix 3 of the Plan. Since the property is under the control of the OCLBA, therefore considered blighted; public infrastructure improvements and site preparation activities are considered brownfield eligible activities regardless of the City of Zeeland’s Qualified Local Unit of Government (QLUG) status.

Eligible Activities and Assumptions

The Project’s brownfield eligible activities include, infrastructure and site preparation activities with costs incurred by both the Developer and the City as summarized in the table below. The Developer will incur costs to prepare the site for redevelopment including clearing, grubbing, land balancing, grading, geotechnical engineering, staking, cut and fill operations, temporary construction access, erosion control and temporary facilities.

The City of Zeeland plans to complete public infrastructure improvements that directly benefit the Project. These improvements include the expansion of the community bike path system along Riley Street and 84th Avenue, reconstruction of 84th Avenue along the eastern Subject Property boundary, and the construction of a railroad crossing on 84th Avenue along the eastern Subject property boundary. Additionally, electrical infrastructure must be moved underground, and the upsizing of the water main is necessary to support the Project. The Plan contemplates Phase II of infrastructure improvements, in which the City would improve the intersection of Main Avenue and Fairview Road.

Eligible Activity	Cost approved in Brownfield Plan
City of Zeeland Eligible Activities	
Phase I Infrastructure Improvements	\$4,531,000
Phase II Infrastructure Improvements	\$4,000,000
City of Zeeland Eligible Activities Total	\$8,531,000
Developer Eligible Activities	
Site Preparation	\$3,536,500
Contingency	\$530,475
Brownfield Plan/Work Plan Preparation	\$20,000

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MEMO



Brownfield Plan/Work Plan Implementation	\$15,000
Developer Eligible Activities Total	\$4,101,975
Total	\$12,632,975

The Brownfield Board's role with a Brownfield Plan is to review statutory eligibility and determine the reasonableness of costs proposed within the Plan. The Developer and the City are limited to the actual cost of eligible activities for reimbursement in a not-to-exceed amount as determined within the Brownfield Plan and Reimbursement Agreement.

F&V has reviewed the eligible activity assumptions and maintains that they are reasonable and statutorily sufficient pertaining to eligible activities for an industrial development with public infrastructure and site preparation costs for the eligible activity reimbursement sought in the Plan.

Tax Increment Revenue & Plan Assumptions

The current total taxable value of the property is \$574,942 set with the 2025 taxable value and the estimated post development taxable value after all phases of construction are complete is \$31,000,000 expected in 2027. An assumed inflation rate multiplier of 2% is used for financial estimates throughout the Plan.

The Project assumes that an Industrial Property Tax Abatement (PA 198) will be approved. The assumptions throughout the tax increment reimbursement schedules contemplate approval of the tax abatement, limiting the local tax increment revenues available for capture during the initial 12 years of the Brownfield Plan by approximately 50%. After the expiration of the abatement, the Authority will capture 100% of the available incremental local tax revenues generated from the Property to reimburse Developer and the City for the costs of eligible activities and other permitted uses of funds under this Plan.

Changes in the inflation rate and abatement assumption will result in a longer or shorter reimbursement period. The Developer and the City are limited to the actual annual tax increment revenue generated on the real property taxable value of the Subject Property.

Consistent with the City of Zeeland's Brownfield TIF Policy, the Plan includes a 5% annual administrative fee throughout the duration of the Brownfield Plan. Additionally, the Plan provides for 10% of the annual available capture paid to the Brownfield Authority for public infrastructure work associated with the Project. The remaining 90% will be used for Developer reimbursement.

It is expected that the developer will be reimbursed in 13 years, or 2038, Phase I of City Infrastructure improvements in year 17 or 2043, and Phase II of City Infrastructure improvements in year 21 or 2047. Interest on the unreimbursed balance of eligible activities is not included as part of this Brownfield Plan request, and deposits into the Local Brownfield Revolving Fund are not included as part of the Plan to accommodate for the Phase II infrastructure costs.

Administrative Fees: As available, the Zeeland Brownfield Redevelopment Authority will capture an amount equal to not greater than 5% of the local tax increment revenues for administrative and operating purposes, to be further defined within the Reimbursement Agreement. It is estimated that administrative capture by the Authority will be \$685,932 – 5% of Local TIR over the duration of the plan.

Revolving Loan Fund: Deposits to the LBRF are not presented as part of this Plan.

MEMO



Findings & Considerations

The Brownfield Plan and the Act 381 Work Plan contain all the necessary statutory information as required by Act 381 and the City of Zeeland Brownfield TIF Policy.

1. The proposed eligible activity costs proposed in the Plan are reasonable
2. The Plan assumes approval of a PA 198 tax abatement for a period of 12 years, which reduces the available tax increment revenue by approximately 50%. If a PA 198 is not awarded, the actual length of the Brownfield reimbursement period will be reduced.
3. The Plan incorporates a 90/10 split between Developer and City reimbursement. It is expected that the Developer will be reimbursed in year 13, and the City in year 21.
4. If the City elects to not pursue reimbursement for Phase II infrastructure costs contemplated within this Plan, the Plan may be amended to include deposits into its Local Brownfield Revolving Fund.

Act 381 Brownfield Plan

JR Automation Industrial Development
800 E. Riley Street, Zeeland, Michigan

City of Zeeland Brownfield Redevelopment
Authority

Project No. 2500428
February 11, 2026

Act 381 Brownfield Plan

**JR Automation Industrial Development
800 E. Riley Street, Zeeland, Michigan**

**Prepared For:
City of Zeeland Brownfield Redevelopment Authority
Zeeland, Michigan**

**February 11, 2026
Project No. 2500428**

**Recommended for Approval by City of Zeeland
Brownfield Redevelopment Authority on: _____**

Adopted by City of Zeeland on: _____

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1.0 Introduction

The Zeeland Brownfield Redevelopment Authority (Authority or ZBRA) was established pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (Act 381). Act 381 creates opportunities for the ZBRA to help facilitate the redevelopment of brownfields by providing economic development incentives through tax increment financing (TIF).

This Brownfield Plan Amendment permits the use of TIF to reimburse JR Automation Technologies, LLC (Developer) and the City of Zeeland for eligible activity costs supporting the redevelopment of 800 E. Riley Street, Zeeland, Ottawa County, Michigan (“Eligible Property”, “Site”, or “Property”).

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

JR Automation Technologies, LLC proposes to invest \$72.8 million toward the construction of a new 286,000 square foot manufacturing plant and global headquarters at the Property (“Project”), which will feature walkable, bikeable paved paths integrated into an ecologically restored native prairie landscape. The Project will allow JR Automation, a leading global integrator of custom automated systems for manufacturing and distribution environments, to relocate their corporate headquarters and consolidate manufacturing operations while creating opportunities for future Site expansion. The 45.5-acre Site is the only remaining available industrial parcel in the City of Zeeland that can accommodate the scale of this Project.

To prepare the Site for development and support the Project, eligible site preparation activities and public infrastructure improvements are necessary. Developer construction activities commenced in late 2025 and will continue through late summer 2027. City of Zeeland infrastructure improvements are anticipated to occur between 2026 and 2028.

This Brownfield Plan Amendment also includes potential infrastructure improvements at the Main Avenue and Fairview Road intersection (Phase II City Infrastructure). These infrastructure improvements have not been scheduled and may or may not be fully constructed, depending on City of Zeeland final decisions and financing.

It is anticipated that the Project will create 150 new local jobs, increase the community’s tax base, and enhance nearby property values.

The Project is not located in a qualified local governmental unit (QLGU).

1.2 Eligible Property Information

Site Address: 800 E. Riley Street, Zeeland, Michigan

Parcel ID No.: 70-17-17-101-030

PART OF E 1/2 OF NW 1/4 BEG AT N 1/4 COR, TH S 0D 25M 56S W 1382.17 FT ALG N&S 1/4 LI, TH S 60D 45M 34S W 113.84 FT, S 60D 42M 54S W 122.6 FT, N 89D 22M 17S W 1124.81 FT, TH N 0D 28M 16S E 1500 FT ALG W LI OF E 1/2 OF NW 1/4, TH S 89D 22M 17S E 1329.18 FT ALG N SEC LI TO BEG. SEC 17 T5N R14W 45.51 AC

Pursuant to Sec. 2(c)(vi) of Act 381, property “owned or under the control of” a Land Bank Fast Track Authority is considered “Blighted”, and therefore is “Eligible Property”, as defined in Sec. 2(p) of Act 381. Act 381 defines “owned or under the control of” as one or more of the following:

- (i) An ownership interest in the property.
- (ii) A tax lien on the property.
- (iii) A tax deed to the property.

- (iv) A contract with this state or a political subdivision of this state to enforce a lien on the property.
- (v) A right to collect delinquent taxes, penalties, or interest on the property.
- (vi) The ability to exercise its authority over the property.

The Property that is the subject of this Brownfield Plan Amendment is under the control of the Ottawa County Land Bank Authority (OCLBA) as evidenced by the Development Agreement between the OCLBA and JR Automation Technologies, LLC which is included as Appendix 3. Therefore, the Property meets the definition of “Blighted” as defined by Act 381 and is considered Eligible Property.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to be Paid for with Tax Increment Revenues

This Brownfield Plan Amendment has been developed to reimburse existing and anticipated eligible costs incurred by the Developer and the City of Zeeland through capture of available local tax increment revenues generated from the Project. The total cost of eligible activities (allowed under Act 381) is anticipated to be \$12,632,975. ZBRA administrative costs are anticipated to be as much as \$688,009. No capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is planned. The estimated cost of all eligible activities under this Brownfield Plan Amendment is summarized in Table 1. A description of the costs to be paid for with tax increment revenues is provided below.

Since the Property is under the control of the OCLBA, and therefore considered to be blighted, public infrastructure improvements and site preparation activities are eligible activities.

2.1.1 Public Infrastructure Improvements

City of Zeeland public infrastructure improvements to support the Project:

Phase I City Infrastructure	\$4,531,000
Bike Paths	\$1,057,000
- Expanding Bike Path on Riley Street from Fairview to Kenco Property Easterly Line	\$293,000
- Expanding Bike Path on Riley Street from Kenco Property Easterly line to 84th Ave.	\$370,000
- Expanding Bike Path on 84th Ave from Riley to Washington Ave.	\$394,000
Reconstruction of 84th Ave. w/ Curb and Gutter	\$1,113,000
84th Ave. Railroad Crossing	\$836,000
Undergrounding of Electrical Infrastructure	\$1,350,000
Upsizing of Water Main from 12” to 16”	\$175,000
Phase II City Infrastructure (Main Avenue and Fairview Road)	\$4,000,000
Total	\$8,531,000

2.1.2 Site Preparation

Developer costs to prepare the Property for industrial development:

Clearing, grubbing, land balancing, grading, geotechnical engineering, staking, cut and fill, temporary construction access and/or roads, temporary erosion control, and temporary facility	\$3,146,500
Soft Costs (architectural and engineering related to eligible activities)	\$390,000
Total	\$3,536,500

2.1.3 Brownfield Plan Preparation

The cost for Brownfield Plan development is estimated at \$20,000.

2.1.4 Brownfield Plan Implementation

Implementation of the Brownfield Plan is estimated at \$15,000.

2.1.5 Contingency

A 15% contingency on site preparation costs is estimated at \$530,475.

2.1.6 Authority Administration Cost

The ZBRA administrative cost is estimated at \$688,009.

2.1.7 Local Brownfield Revolving Fund

No capture and deposit of tax increment revenues into the LBRF is planned.

2.2 Summary of Eligible Activities

Site Preparation

To prepare the site for redevelopment, various site preparation activities performed by the Developer are necessary, including clearing, grubbing, land balancing, grading, geotechnical engineering, staking, cut and fill, temporary construction access and/or roads, temporary erosion control, and temporary facilities.

Public Infrastructure Improvements

The City of Zeeland plans to complete public infrastructure improvements that directly benefit the Project. Activities included as Phase I of the infrastructure improvements consist of expansion of the community bike path system along Riley Street and 84th Avenue which border the Project boundaries; reconstruction of 84th Avenue along the east Project boundary; construction of a railroad crossing on 84th Avenue along the east Project boundary; and undergrounding of electrical infrastructure and upsizing a water main supporting the Project.

Additional potential public infrastructure improvements at the intersection of Main Avenue and Fairview Road (Phase II City Infrastructure) may or may not be fully constructed, depending on City of Zeeland final decisions and financing.

Brownfield Plan Preparation

Preparation of a Brownfield Plan to facilitate the capture of local tax increment revenues for reimbursement of costs to complete eligible activities.

Brownfield Plan Implementation

Activities to support implementation of the Brownfield Plan.

Contingency

A 15% contingency is included to account for any unanticipated costs related to site preparation activities.

Authority Expenses

The ZBRA has a 5% administrative cost to support the Project.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The base taxable value for this Brownfield Plan Amendment will be the 2025 taxable value, \$574,942. Upon Project completion, the projected taxable value is estimated at \$31,000,000. Eligible Project activities commenced in late 2025 with construction completion anticipated in late 2027.

Tax increment revenue collection will start within five years of the adoption of this Brownfield Plan Amendment and is anticipated to begin in 2027. This Brownfield Plan Amendment captures all available and eligible local tax increment revenues (except for personal property tax increment revenues). Local tax increment revenues available for capture during the initial 12 years of this Brownfield Plan Amendment will be limited to approximately 50%, as the Developer intends to pursue an industrial property tax abatement (P.A. 198). Following the abatement, full capture of available local tax increment revenues will occur for the remainder of the Brownfield Plan Amendment.

Reimbursements will be made to the Developer and the City of Zeeland on the actual tax increment that is realized. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2).

This Brownfield Plan Amendment includes an administrative fee of 5% of the local tax increment for administrative and operating expenses of the ZBRA. Additionally, this Brownfield Plan Amendment includes a tax increment revenue split, in which 10% of the tax increment revenue will be utilized to reimburse the City of Zeeland for eligible public infrastructure costs, and the Developer will capture the remaining 90% to reimburse eligible site preparation activities. A summary of the estimated reimbursement schedule by year and in aggregate is presented in Table 3.

2.4 Method of Financing and Description of Advances Made by the Municipality

Eligible activities performed by the Developer, as outlined in this Brownfield Plan Amendment and the accompanying development and reimbursement agreement (Appendix 2), will be funded by the Developer. New available local tax increment revenues will be captured, to the extent permitted under Act 381, and used to reimburse eligible Developer costs related to eligible activities completed. No interest costs on the eligible activities will be reimbursed, and no advances from the City of Zeeland are anticipated.

Eligible infrastructure improvements performed by the City of Zeeland will be funded by the City of Zeeland.

In accordance with the Development/Reimbursement Agreement, the Developer will receive 90% of the increment for reimbursement with City of Zeeland reimbursement being the remaining 10% of available increment.

2.5 Maximum Amount of Note or Bonded Indebtedness

The City of Zeeland may finance eligible public infrastructure improvements via municipal bonds, as applicable, with TIF as the pay back mechanism subject to the terms outlined in the Development Reimbursement Agreement (Attachment B). The estimated total bond amount will not exceed \$8,531,000.

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment as early as 2027. This plan will then remain in place for 21 years, or until the eligible activities have been fully reimbursed, whichever occurs sooner. An analysis showing the reimbursement schedule is attached in Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of TIF on the revenues of all taxing jurisdictions is illustrated in detail in Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property

The Eligible Property consists of one parcel with an address of 800 E. Riley Street, Zeeland, Michigan. The parcel totals approximately 45.51-acres. A map showing Eligible Property dimensions is attached in Figure 2.

The legal description for the parcel is as follows:

Parcel ID No.: 70-17-17-101-030

PART OF E 1/2 OF NW 1/4 BEG AT N 1/4 COR, TH S 0D 25M 56S W 1382.17 FT ALG N&S 1/4 LI, TH S 60D 45M 34S W 113.84 FT, S 60D 42M 54S W 122.6 FT, N 89D 22M 17S W 1124.81 FT, TH N 0D 28M 16S E 1500 FT ALG W LI OF E 1/2 OF NW 1/4, TH S 89D 22M 17S E 1329.18 FT ALG N SEC LI TO BEG. SEC 17 T5N R14W 45.51 AC

The Property that is the subject of this Brownfield Plan is under the control of the OCLBA as evidenced by the Development Agreement between the OCLBA and JR Automation which is included as Attachment C. Therefore, the Property meets the definition of “Blighted” as defined in Sec. 2(c)(vi) of Act 381 and is considered Eligible Property.

Personal property is not included in this Plan for tax capture.

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this property, and thus no residents, families, or individuals will be displaced by the project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the eligible property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the eligible property. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law

No persons reside on the eligible property. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

None.

Figures

PLOT INFO: Z:\2025\2500428\CAD\GIS\Proj\Brownfield Plan Amendment.aprx Layout: FIG02_Site_Map Date: 8/7/2025 2:16 PM User: ahavens



LEGEND

 Approximate Property Boundary

fishbeck

Engineers | Architects | Scientists | Constructors

Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

800 E. Riley Street
Zeeland, Ottawa County, Michigan
Brownfield Plan Amendment

PROJECT NO.
2500428

FIGURE NO.
2



SITE MAP

0 150 300 FEET

DATA SOURCES: ESRI HYBRID REFERENCE LAYER & NEARMAP IMAGERY.

Tables

Table 1 – Summary of Eligible Costs
 Act 381 Brownfield Plan
 800 East Riley, Zeeland, Michigan

Developer Local Only Eligible Activities Costs and Schedule

Local Only Eligible Activities - Developer	Cost	Completion Season/Year
Site Preparation Activities	\$ 3,536,500	
<i>Site Preparation Activities</i>	\$ 3,146,500	
<i>Soft Costs (architectural and engineering related to eligible activities)</i>	\$ 390,000	
Local Only Eligible Activities Subtotal	\$ 3,536,500	
Contingency (15%)	\$ 530,475	
Brownfield Plan Preparation	\$ 20,000	
Brownfield Plan Implementation	\$ 15,000	
Developer Local Only Eligible Activities Total Costs	\$ 4,101,975	

City of Zeeland Local Only Eligible Activities Costs and Schedule

Local Only Eligible Activities - City of Zeeland	Cost	Completion Season/Year
Infrastructure Improvements - Phase I	\$ 4,531,000	
<i>Expanding Bike Path from Fairview to Kenco Property Easterly Line</i>	\$ 293,000	
<i>Expanding Bike Path from Kenco Property Easterly line to 84th Ave</i>	\$ 370,000	
<i>Expanding Bike Path on 84th Ave from Riley to Washington Ave</i>	\$ 394,000	
<i>Reconstruction of 84th Ave with Curb and Gutter</i>	\$ 1,113,000	
<i>84th Ave Railroad Crossing</i>	\$ 836,000	
<i>Undergrounding of Electrical Infrastructure</i>	\$ 1,350,000	
<i>Upsizing of Water Main from 12" to 16"</i>	\$ 175,000	
Infrastructure Improvements - Phase 2	\$ 4,000,000	
<i>Phase II City Infrastructure (Main Avenue and Fairview Road)</i>	\$ 4,000,000	
Local Only Eligible Activities Subtotal	\$ 8,531,000	
Contingency (15%)	\$ -	
City of Zeeland Local Only Eligible Activities Total Costs	\$ 8,531,000	

Total \$ 12,632,975

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan
800 East Riley, Zeeland, Michigan

Estimated Taxable Value (TV) Increase Rate:	2% increase per year																					Totals	
	Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20		21
Calendar Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047		
*Base Taxable Value	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	\$ 574,942	
Future Taxable Value	\$ 15,500,000	\$ 31,000,000	\$ 31,620,000	\$ 32,252,400	\$ 32,897,448	\$ 33,555,397	\$ 34,226,505	\$ 34,911,035	\$ 35,609,256	\$ 36,321,441	\$ 37,047,870	\$ 37,788,827	\$ 38,544,604	\$ 39,315,496	\$ 40,101,806	\$ 40,903,842	\$ 41,721,918	\$ 42,556,357	\$ 43,407,484	\$ 44,275,634	\$ 45,161,146		
Incremental Difference (New TV - Base TV)	\$ 14,925,058	\$ 30,425,058	\$ 31,045,058	\$ 31,677,458	\$ 32,322,506	\$ 32,980,455	\$ 33,651,563	\$ 34,336,093	\$ 35,034,314	\$ 35,746,499	\$ 36,472,928	\$ 37,213,885	\$ 37,969,662	\$ 38,740,554	\$ 39,526,864	\$ 40,328,900	\$ 41,146,976	\$ 41,981,415	\$ 42,832,542	\$ 43,700,692	\$ 44,586,204	\$ -	
Local Capture	Millage Rate																						
ZC Operating	11.1354	\$ 166,196	\$ 338,795	\$ 345,699	\$ 352,741	\$ 359,924	\$ 367,251	\$ 374,724	\$ 382,346	\$ 390,121	\$ 398,052	\$ 406,141	\$ 414,391	\$ 422,807	\$ 431,392	\$ 440,147	\$ 449,078	\$ 458,188	\$ 467,480	\$ 476,957	\$ 486,625	\$ 496,485	\$ 8,425,541
ZC Airport Auth	0.0993	\$ 1,482	\$ 3,021	\$ 3,083	\$ 3,146	\$ 3,210	\$ 3,275	\$ 3,342	\$ 3,410	\$ 3,479	\$ 3,550	\$ 3,622	\$ 3,695	\$ 3,770	\$ 3,847	\$ 3,925	\$ 4,005	\$ 4,086	\$ 4,169	\$ 4,253	\$ 4,339	\$ 4,427	\$ 75,135
Zeeland School B&S	0.9931	\$ 14,822	\$ 30,215	\$ 30,831	\$ 31,459	\$ 32,099	\$ 32,753	\$ 33,419	\$ 34,099	\$ 34,793	\$ 35,500	\$ 36,221	\$ 36,957	\$ 37,708	\$ 38,473	\$ 39,254	\$ 40,051	\$ 40,863	\$ 41,692	\$ 42,537	\$ 43,399	\$ 44,279	\$ 751,424
Zeeland School Rec	0.4965	\$ 7,410	\$ 15,106	\$ 15,414	\$ 15,728	\$ 16,048	\$ 16,375	\$ 16,708	\$ 17,048	\$ 17,395	\$ 17,748	\$ 18,109	\$ 18,477	\$ 18,852	\$ 19,235	\$ 19,625	\$ 20,023	\$ 20,429	\$ 20,844	\$ 21,266	\$ 21,697	\$ 22,137	\$ 375,674
Ottawa ISD	6.3164	\$ 94,273	\$ 192,177	\$ 196,093	\$ 200,087	\$ 204,162	\$ 208,318	\$ 212,557	\$ 216,880	\$ 221,291	\$ 225,789	\$ 230,378	\$ 235,058	\$ 239,832	\$ 244,701	\$ 249,667	\$ 254,733	\$ 259,901	\$ 265,171	\$ 270,547	\$ 276,031	\$ 281,624	\$ 4,779,270
County Operating	3.9000	\$ 58,208	\$ 118,658	\$ 121,076	\$ 123,542	\$ 126,058	\$ 128,624	\$ 131,241	\$ 133,911	\$ 136,634	\$ 139,411	\$ 142,244	\$ 145,134	\$ 148,082	\$ 151,088	\$ 154,155	\$ 157,283	\$ 160,473	\$ 163,728	\$ 167,047	\$ 170,433	\$ 173,886	\$ 2,950,914
County Parks	0.3100	\$ 4,627	\$ 9,432	\$ 9,624	\$ 9,820	\$ 10,020	\$ 10,224	\$ 10,432	\$ 10,644	\$ 10,861	\$ 11,081	\$ 11,307	\$ 11,536	\$ 11,771	\$ 12,010	\$ 12,253	\$ 12,502	\$ 12,756	\$ 13,014	\$ 13,278	\$ 13,547	\$ 13,822	\$ 234,560
County Roads	0.4672	\$ 6,973	\$ 14,215	\$ 14,504	\$ 14,800	\$ 15,101	\$ 15,408	\$ 15,722	\$ 16,042	\$ 16,368	\$ 16,701	\$ 17,040	\$ 17,386	\$ 17,739	\$ 18,100	\$ 18,467	\$ 18,842	\$ 19,224	\$ 19,614	\$ 20,011	\$ 20,417	\$ 20,831	\$ 353,504
Mental Health	0.2802	\$ 4,182	\$ 8,525	\$ 8,699	\$ 8,876	\$ 9,057	\$ 9,241	\$ 9,429	\$ 9,621	\$ 9,817	\$ 10,016	\$ 10,220	\$ 10,427	\$ 10,639	\$ 10,855	\$ 11,075	\$ 11,300	\$ 11,529	\$ 11,763	\$ 12,002	\$ 12,245	\$ 12,493	\$ 212,012
County E-911	0.4111	\$ 6,136	\$ 12,508	\$ 12,763	\$ 13,023	\$ 13,288	\$ 13,558	\$ 13,834	\$ 14,116	\$ 14,403	\$ 14,695	\$ 14,994	\$ 15,299	\$ 15,609	\$ 15,926	\$ 16,249	\$ 16,579	\$ 16,916	\$ 17,259	\$ 17,608	\$ 17,965	\$ 18,329	\$ 311,057
Local Total	24.4092	\$ 364,309	\$ 742,651	\$ 757,785	\$ 773,221	\$ 788,967	\$ 805,027	\$ 821,408	\$ 838,117	\$ 855,160	\$ 872,543	\$ 890,275	\$ 908,361	\$ 926,809	\$ 945,626	\$ 964,819	\$ 984,396	\$ 1,004,365	\$ 1,024,733	\$ 1,045,508	\$ 1,066,699	\$ 1,088,314	\$ 18,469,091
Non-Capturable Millages	Millage Rate																						
Zeeland School Debt	7.4500	\$ 111,192	\$ 226,667	\$ 231,286	\$ 235,997	\$ 240,803	\$ 245,704	\$ 250,704	\$ 255,804	\$ 261,006	\$ 266,311	\$ 271,723	\$ 277,243	\$ 282,874	\$ 288,617	\$ 294,475	\$ 300,450	\$ 306,545	\$ 312,762	\$ 319,102	\$ 325,570	\$ 332,167	\$ 5,637,003
Non-Capturable Total	7.4500	\$ 111,192	\$ 226,667	\$ 231,286	\$ 235,997	\$ 240,803	\$ 245,704	\$ 250,704	\$ 255,804	\$ 261,006	\$ 266,311	\$ 271,723	\$ 277,243	\$ 282,874	\$ 288,617	\$ 294,475	\$ 300,450	\$ 306,545	\$ 312,762	\$ 319,102	\$ 325,570	\$ 332,167	\$ 5,637,003
Total Tax Increment Revenue Available for Capture w/ Tax Abatement		\$ 182,154	\$ 371,326	\$ 378,893	\$ 386,611	\$ 394,483	\$ 402,513	\$ 410,704	\$ 419,058	\$ 427,580	\$ 436,272	\$ 445,137	\$ 454,181	\$ 463,329	\$ 472,574	\$ 481,919	\$ 491,464	\$ 501,209	\$ 511,054	\$ 521,000	\$ 531,147	\$ 541,505	\$ 13,760,180

NOTES:
*Base year 2025
Parcel #: 70-17-17-101-030

Table 3 – Estimated Reimbursement Schedule
 Act 381 Brownfield Plan
 800 East Riley, Zeeland, Michigan

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	0.0%	\$ -	\$ -	\$ -
Local	100%	\$ -	\$ 12,632,975	\$ 12,632,975
TOTAL	100%	\$ -	\$ 12,632,975	\$ 12,632,975

Estimated Total
Years of Plan: **21**

Estimated Capture	
Administrative Fees	\$ 688,009
State Brownfield Redevelopment Fund	\$ -
Local Brownfield Revolving Fund	\$ -

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	TOTAL
	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	
Total Local Incremental Revenue	\$ 364,309	\$ 742,651	\$ 757,785	\$ 773,221	\$ 788,967	\$ 805,027	\$ 821,408	\$ 838,117	\$ 855,160	\$ 872,543	\$ 890,275	\$ 908,361	\$ 926,809	\$ 945,626	\$ 964,819	\$ 984,396	\$ 1,004,365	\$ 1,024,733	\$ 1,045,508	\$ 1,066,699	\$ 1,088,314	\$ 18,469,091
PA 198 Abatement	\$ 182,154	\$ 371,326	\$ 378,893	\$ 386,611	\$ 394,483	\$ 402,513	\$ 410,704	\$ 419,058	\$ 427,580	\$ 436,272	\$ 445,137	\$ 454,181	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,708,911
BRA Administrative Fee (5%)	\$ 9,108	\$ 18,566	\$ 18,945	\$ 19,331	\$ 19,724	\$ 20,126	\$ 20,535	\$ 20,953	\$ 21,379	\$ 21,814	\$ 22,257	\$ 22,709	\$ 46,340	\$ 47,281	\$ 48,241	\$ 49,220	\$ 50,218	\$ 51,237	\$ 52,275	\$ 53,335	\$ 54,416	\$ 688,009
Local TIR Available for Reimbursement	\$ 173,047	\$ 352,759	\$ 359,948	\$ 367,280	\$ 374,759	\$ 382,388	\$ 390,169	\$ 398,105	\$ 406,201	\$ 414,458	\$ 422,881	\$ 431,472	\$ 440,169	\$ 448,945	\$ 457,796	\$ 466,726	\$ 475,633	\$ 484,616	\$ 493,685	\$ 502,839	\$ 512,079	\$ 13,072,171
Total Local TIR Available	\$ 173,047	\$ 352,759	\$ 359,948	\$ 367,280	\$ 374,759	\$ 382,388	\$ 390,169	\$ 398,105	\$ 406,201	\$ 414,458	\$ 422,881	\$ 431,472	\$ 440,169	\$ 448,945	\$ 457,796	\$ 466,726	\$ 475,633	\$ 484,616	\$ 493,685	\$ 502,839	\$ 512,079	\$ 15,203,219
DEVELOPER	Beginning Balance																					
Reimbursement Balance	\$ 4,101,975	\$ 3,946,233	\$ 3,628,750	\$ 3,304,796	\$ 2,974,244	\$ 2,636,961	\$ 2,292,812	\$ 1,941,660	\$ 1,583,366	\$ 1,217,785	\$ 844,773	\$ 464,180	\$ 75,856	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local-Only Costs	\$ 4,101,975	\$ 4,101,975	\$ 3,946,233	\$ 3,628,750	\$ 3,304,796	\$ 2,974,244	\$ 2,636,961	\$ 2,292,812	\$ 1,941,660	\$ 1,583,366	\$ 1,217,785	\$ 844,773	\$ 464,180	\$ 75,856	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 4,101,975	\$ 155,742	\$ 317,483	\$ 323,953	\$ 330,552	\$ 337,283	\$ 344,149	\$ 351,152	\$ 358,295	\$ 365,581	\$ 373,012	\$ 380,593	\$ 388,324	\$ 396,105	\$ 403,976	\$ 411,937	\$ 420,000	\$ 428,176	\$ 436,461	\$ 444,856	\$ 453,361	\$ 4,101,975
Total Local-Only Reimbursement Balance	\$ 3,946,233	\$ 3,628,750	\$ 3,304,796	\$ 2,974,244	\$ 2,636,961	\$ 2,292,812	\$ 1,941,660	\$ 1,583,366	\$ 1,217,785	\$ 844,773	\$ 464,180	\$ 75,856	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,101,975
Total Annual Developer Reimbursement	\$ 155,742	\$ 317,483	\$ 323,953	\$ 330,552	\$ 337,283	\$ 344,149	\$ 351,152	\$ 358,295	\$ 365,581	\$ 373,012	\$ 380,593	\$ 388,324	\$ 396,105	\$ 403,976	\$ 411,937	\$ 420,000	\$ 428,176	\$ 436,461	\$ 444,856	\$ 453,361	\$ 461,916	\$ 4,101,975
CITY OF ZEELAND	Beginning Balance																					
Reimbursement Balance	\$ 8,531,000	\$ 8,513,695	\$ 8,478,419	\$ 8,442,425	\$ 8,405,697	\$ 8,368,221	\$ 8,329,982	\$ 8,290,965	\$ 8,251,155	\$ 8,210,534	\$ 8,169,089	\$ 8,126,801	\$ 8,083,653	\$ 7,279,040	\$ 6,380,696	\$ 5,464,118	\$ 4,528,941	\$ 3,574,795	\$ 2,601,299	\$ 1,608,066	\$ 594,702	\$ -
Local-Only Costs - Phase I Infrastructure	\$ 4,531,000	\$ 4,531,000	\$ 4,513,695	\$ 4,478,419	\$ 4,442,425	\$ 4,405,697	\$ 4,368,221	\$ 4,329,982	\$ 4,290,965	\$ 4,251,155	\$ 4,210,534	\$ 4,169,089	\$ 4,126,801	\$ 4,083,653	\$ 3,279,040	\$ 2,380,696	\$ 1,464,118	\$ 528,941				
Local Tax Reimbursement	\$ 4,531,000	\$ 17,305	\$ 35,276	\$ 35,995	\$ 36,728	\$ 37,476	\$ 38,239	\$ 39,017	\$ 39,811	\$ 40,620	\$ 41,446	\$ 42,288	\$ 43,147	\$ 44,022	\$ 44,913	\$ 45,820	\$ 46,743	\$ 47,682	\$ 48,637	\$ 49,608	\$ 50,595	\$ 4,531,000
Total Local-Only (Ph I) Reimbursement Balance	\$ 4,513,695	\$ 4,478,419	\$ 4,442,425	\$ 4,405,697	\$ 4,368,221	\$ 4,329,982	\$ 4,290,965	\$ 4,251,155	\$ 4,210,534	\$ 4,169,089	\$ 4,126,801	\$ 4,083,653	\$ 3,279,040	\$ 2,380,696	\$ 1,464,118	\$ 528,941	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local-Only Costs - Phase 2 Infrastructure	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 3,574,795	\$ 2,601,299	\$ 1,608,066	\$ 594,702
Local Tax Reimbursement	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 425,205	\$ 973,496	\$ 993,233	\$ 594,702
Total Local-Only (Ph 2) Reimbursement Balance	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 3,574,795	\$ 2,601,299	\$ 1,608,066	\$ 594,702

Appendix 1

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Resolutions Pending

Appendix 2

BROWNFIELD PLAN DEVELOPMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AGREEMENT (the "Agreement"), is entered into on March _____, 2026 between the **CITY OF ZEELAND BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts Of 1996, as amended, MCL 125.2651 et seq. ("Act 381"), whose address is 21 South Elm Street, Zeeland, Michigan 49464 (the "Authority"), and **JR Automation Technologies, LLC**, a Michigan limited liability company (the "Developer").

RECITALS

WHEREAS, the Authority and City of Zeeland (the "City") have determined that brownfield redevelopment constitutes the performance of an essential public purpose fostering economic development.

WHEREAS, the City has established a Brownfield Redevelopment Authority and the Authority and the City have adopted a Brownfield Plan specifically for this site (the "Plan"), pursuant to the provisions of Act 381.

WHEREAS, Act 381 permits the use of the real property tax revenues generated from the increase in value (the "Increment") to brownfield sites constituting Eligible Property under Act 381 resulting from their redevelopment to pay or reimburse the payment of costs of conducting Eligible Activities (these costs are referred to as "Eligible Costs") and permits the reimbursement to Developer of Eligible Costs it has incurred.

WHEREAS, Developer owns property in the City, located at 800 E. Riley Street, Zeeland, MI 49464 (the "Property") and legally described on the attached Exhibit A.

WHEREAS, the Property has been included in the Plan and qualified as an "Eligible Property" under the terms of Act 381.

WHEREAS, Developer intends to complete site preparation activities to help facilitate the construction of a new 286,000 square foot industrial manufacturing building and global headquarters on vacant and underutilized land zoned for industrial use (the "Project"). The Project allows JR Automation, an intelligent automated manufacturing and distribution technology solutions company, to efficiently consolidate and expand their local operations. The Developer estimates Project investment to be approximately \$72.8 million and anticipates approximately 150 jobs will be created. The Project will increase the property tax base within the City and Ottawa County.

WHEREAS, the City intends to complete public infrastructure improvements along Riley Street and 84th Avenue that support the Project and provide community benefit.

WHEREAS, the Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities including Brownfield Plan preparation and implementation, site preparation, and assistance to the Land Bank Authority. The Developer's Eligible Costs shall not exceed \$4,101,975.

WHEREAS, the City will incur Eligible Costs associated with certain Eligible Activities including public infrastructure improvements. The City's Eligible Costs shall not exceed \$8,531,000.

WHEREAS, the parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues under Act 38I as amended.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, the parties agree as follows:

1. Recitals. The above recitals are acknowledged as true and correct and are incorporated by reference into this Paragraph.

2. The Plan. The Plan, approved by the Authority and the City, is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 381, Act 38I controls.

3. Term of Agreement. Pursuant to the Plan, the Authority shall capture that amount of Tax Increment Revenues generated from real property taxes allowed by law on the Eligible Property. An analysis showing the projected reimbursement schedule is included as an attachment to the Plan. Capture is anticipated to begin in 2027 and will continue until the earlier of (hereinafter, the "End Date"):

3.1 Full reimbursement to the Authority of its Administrative Costs, plus reimbursement to the Developer of the Property and City, as outlined in the Plan, including reimbursement of Eligible Costs for those Eligible Activities set forth in Paragraph 5; or

3.2 21 years from the beginning date of the capture of Tax Increment Revenues.

4. Evidence of Ownership. Prior to the execution of this Agreement, Developer shall provide to the Authority each of the following: (a) evidence satisfactory to the Authority that the Developer has acquired fee simple title to the Property, which evidence shall include (without limitation) a copy of a recorded deed to the Property in favor of the Developer; and (b) a copy of a commitment for owner's title insurance with respect to the Property (the "Commitment"), which Commitment shall show the Developer as record owner of the Property, shall reflect that all material conditions to the issuance of a policy thereunder have been satisfied, and shall otherwise be in form and substance satisfactory to the Authority.

5. Eligible Activities. The Developer and City shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Developer and City for Eligible Costs incurred on or after the date of the inclusion of this Project in the Plan. Developer estimated Eligible Costs are \$4,101,975 and City estimated Eligible Costs are \$8,531,000, as described in the Plan.

6. Reimbursement Source. During the term of this Agreement and except as otherwise set forth in this Agreement, the Authority shall reimburse the Developer and City for Eligible Costs, as limited under this Agreement, using all available Tax Increment Revenues collected from the real property taxes on the Property in accordance with the approved Plan.

7. Developer Reimbursement Process.

7.1 Cost Reimbursement Request, The Developer will provide sufficient documentation of the Eligible Costs incurred including the dates of each Eligible Activity, a complete description of the work, proof of payment, detailed invoices for the costs involved for each Eligible Activity, sworn statements, lien waivers and other back up documentation reasonably requested by the Authority, and a written statement certifying to the Authority that all such costs are "Eligible Costs" and permitted to be reimbursed to Developer under Act 381 and all other applicable laws and regulations. Failure to provide the above noted information when due, or within the time permitted by the Authority under Paragraph 7.2 may result in foregone reimbursement, to the Developer by the Authority, for Eligible Costs that have not been requested within the timeframe described above.

7.2 Authority Staff Review. The Authority Staff Shall review each reimbursement request within 30 days after receiving it. If Authority Staff determines that the documentation submitted by the Developer is not complete, then Developer shall cooperate in the Authority's review by providing, within 30 days of the Authority's request, any additional documentation of the Eligible Costs as deemed reasonable and necessary by the Authority in order to complete its review. Within 45 days following the receipt of such supplemental information, the Authority shall make the determination of whether the costs are eligible for reimbursement. If the Developer wishes to challenge the determination, it shall provide written notice to the Authority within 15 days of the determination, and the issue shall be brought to the Authority within 45 days thereafter for a final determination. The Developer shall not have any further appeal rights to challenge the final determination of the Authority and shall not be entitled to any claim or cause of action against the City or the Authority as a result of any determinations made in good faith regarding whether or not any cost submitted by the Developer constitutes an "Eligible Cost," and hereby grants the City and the Authority and their respective officers, agents and employees, a complete release and waiver of any claims or causes of action as a result of the foregoing.

7.3 Reimbursement. After both the summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated

from the Property in accordance with the Plan and Paragraph 7 to the extent that taxes have been captured and are available in that fiscal year. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Authority's Administrative Costs and Developer's Eligible Costs, as described in Paragraph 5, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. Once the Authority is fully reimbursed for its Administrative Costs, the Developer shall receive the available Tax Increment Revenues, less Administrative Costs and City's 10% allocation of Tax Increment Revenues for its reimbursement of City costs to complete eligible activities, during the term of this Agreement, until all of the amounts for which submissions have been fully paid to the Developer, or the repayment obligation expires, whichever occurs first. The Developer shall not be entitled to reimbursement under this Agreement unless the Developer has timely and completely paid its real and personal property taxes (or industrial facilities taxes) including all penalties, interest and other amounts due in relation thereto when due. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire on the End Date.

8. City Reimbursement Process.

8.1 Cost Reimbursement Request, The City will provide sufficient documentation of the Eligible Costs incurred including the dates of each Eligible Activity, a complete description of the work, proof of payment, detailed invoices for the costs involved for each Eligible Activity, sworn statements, lien waivers and other back up documentation reasonably requested by the Authority, and a written statement certifying to the Authority that all such costs are "Eligible Costs" and permitted to be reimbursed to City under Act 381 and all other applicable laws and regulations. Failure to provide the above noted information when due, or within the time permitted by the Authority under Paragraph 8.2 may result in foregone reimbursement, to the City by the Authority, for Eligible Costs that have not been requested within the timeframe described above.

8.2 Authority Staff Review. The Authority Staff Shall review each reimbursement request within 30 days after receiving it. If Authority Staff determines that the documentation submitted by the City is not complete, then City shall cooperate in the Authority's review by providing, within 30 days of the Authority's request, any additional documentation of the Eligible Costs as deemed reasonable and necessary by the Authority in order to complete its review. Within 45 days following the receipt of such supplemental information, the Authority shall make the determination of whether the costs are eligible for reimbursement. If the City wishes to challenge the determination, it shall provide written notice to the Authority within 15 days of the determination, and the issue shall be brought to the Authority within 45 days thereafter for a final determination. The City shall not have any further appeal rights to challenge the final determination of the Authority and shall not be entitled to any claim or cause of action against the Authority as a result of any determinations made in good faith regarding whether or not any cost submitted by the City constitutes an "Eligible Cost," and hereby grants the City and the Authority and their respective officers, agents and employees, a complete release and waiver of any claims or causes of action as a result of the foregoing.

8.3 Reimbursement. After both the summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Administrative Costs and pay approved Eligible Costs to the City from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 7 to the extent that taxes have been captured and are available in that fiscal year. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Authority's, Developer's, and City's Eligible Costs, as described in Paragraph 5, then the Authority shall reimburse the Authority, Developer, and City only from available Tax Increment Revenues. Once the Authority and Developer are fully reimbursed for their Eligible Costs, the City shall receive the available Tax Increment Revenues, less Administrative Costs, during the term of this Agreement, until all of the amounts for which submissions have been fully paid to the City, or the repayment obligation expires, whichever occurs first. The repayment obligation under this Agreement shall expire on the End Date.

9. Adjustments. If, due to an appeal of any tax assessment or reassessment of any portion of the Property, or for any other reason, the Authority is required to reimburse any Brownfield TIF Revenue to any tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing to the Developer and City. If all amounts due to the City and Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the City or Developer, the Authority shall invoice the Developer and City for the amount of such reimbursement and the Developer and City shall pay the Authority such invoiced amount within thirty (30) days of the receipt of the invoice. Amounts withheld by or invoiced and paid to the Authority by the Developer and City pursuant to this paragraph shall be reinstated as Developer Eligible Activities and City Eligible Activities, respectively, for which the Developer and City shall have the opportunity to be reimbursed in accordance with the terms, conditions, and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

10. Events of Default. Each of the following shall constitute an event of default:

10.1 Any representation or warranty made by the Developer in this Agreement proves to have been incorrect or incomplete in any material respect when made or deemed to be made.

10.2 The Developer fails to observe or perform any covenant or agreement contained in this Agreement for 30 days after written notice thereof shall have been given to the Developer by the Authority.

10.3 The Developer abandons or withdraws from the redevelopment of the Property or indicates its intention to do so.

10.4 The Developer fails to pay any funds within 30 days of the date due which are required to be paid to the Authority pursuant to this Agreement, including but not limited to its real and personal property taxes as set forth in Paragraph 7 hereof.

10.5 The Developer terminates its existence.

10.6 Any material provision of this Agreement shall cease to be valid and binding on the Developer or shall be declared null and void; the validity or enforceability of such provision shall be contested or denied by the Developer; of the Developer denies that ii is bound by this Agreement.

11. Remedies upon Default. If any event of default as defined above shall occur and be continuing for 30 days after written notice of default form the Authority, the Authority shall have the right, but not the obligation, to exercise any of the following rights and remedies either individually or concurrently:

- (a) Terminate this Agreement effective immediately upon notice to the Developer;
- (b) Receive reimbursement from the Developer for all costs which the authority has incurred in connection with the Project, the Property, or this Development Agreement (within 30 days following demand); and
- (c) All other remedies available at law or in equity.

In addition, if the Developer fails to substantially complete the Project within the timelines required by this Agreement or if Developer otherwise defaults prior to substantial completion of the Project, Developer shall pay back to the Authority (within thirty (30) days following demand by the Authority) any amounts paid to Developer as reimbursement for Eligible Costs pursuant to the terms of this Agreement or otherwise.

Following default by Developer, or following expiration or termination of this Agreement for any reason, Developer shall then be responsible for all subsequent Project costs, including Eligible Costs, without contribution from Tax Increment Revenues collected by the Authority from taxes levied on the Property.

12. Legislative Authorization. This Agreement is governed by and subject to the restrictions set forth in Act 381. In the event that there is legislation enacted in the future which alters or affects the amount of Tax Increment Revenues subject to capture, Eligible Properties, or Eligible Activities, then the Developer's rights and the Authority 's obligations under this Agreement may be modified accordingly by agreement of the parties.

13. Plan Modification. The Plan and this Agreement may be modified to the extent allowed under the Act by mutual agreement of the parties.

14. Assignment - Binding Effect: This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other parties, which shall not be unreasonably withheld; provided, however, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority; provided, any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement; provided, further, that the Developer may make a collateral assignment of the Tax Increment Revenues after review of such assignment and consent by the Authority's legal counsel and approval by the Authority. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer, or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

15. Indemnification. Developer shall defend, indemnify and hold harmless the Authority and the City, and any of their respective past, present and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to (i) the capture and use of Tax Increment Revenue paid to Developer as a reimbursable payment under this Agreement made in excess of the amount of Tax Increment Revenues the Authority is determined by the State of Michigan, any court, or other regulatory or administrative body to be allowed by law to use for that reimbursement (collectively, a "Governing Body"), (ii) any determination by a Governing Body that any reimbursement of Eligible Costs paid to Developer is not permitted by Act 381 or any other applicable law or regulation, (iii) any breach of this Agreement by Developer, and (iv) the Project.

16. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

17. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successors, but it may not be assigned by any party without the prior written consent of the other party. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.

18. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

19. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

[Signature Page Follows]

In witness of their intent to be legally bound by the terms of this Agreement, each of the parties has set forth its signature below by its duly authorized representative.

CITY OF ZEELAND BROWNFIELD
REDEVELOPMENT AUTHORITY

By _____

Title _____

Date _____

DEVELOPER

JR Automation Technologies, LLC

By _____

Title _____

Date _____

EXHIBITS:

A (Legal Description of Property)

B (Copy of Brownfield Plan)

Exhibit A
Legal Description

Land situated in the City of Zeeland, Ottawa County, Michigan:

PART OF E 1/2 OF NW 1/4 BEG AT N 1/4 COR, TH S 0D 25M 56S W 1382.17 FT ALG N&S 1/4 LI,
TH S 60D 45M 34S W 113.84 FT, S 60D 42M 54S W 122.6 FT, N 89D 22M 17S W 1124.81 FT, TH N
0D 28M 16S E 1500 FT ALG W LI OF E 1/2 OF NW 1/4, TH S 89D 22M 17S E 1329.18 FT ALG N SEC
LI TO BEG. SEC 17 T5N R14W 45.51 AC

Ottawa County Parcel #: 70-17-17-101-030

Exhibit B
Brownfield Plan

Appendix 3

DEVELOPMENT AGREEMENT
BETWEEN
OTTAWA COUNTY LAND BANK AUTHORITY
AND
JR AUTOMATION TECHNOLOGIES, LLC

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THIS DEVELOPMENT AGREEMENT (the "Agreement") is entered into on this _____ day of _____, 2026, by and between OTTAWA COUNTY LAND BANK AUTHORITY ("Land Bank"), a public body corporate and politic, organized and existing pursuant to Act 258 of 2003, Public Acts of Michigan, whose address is 12220 Fillmore Street, West Olive, Michigan 49460, and JR AUTOMATION TECHNOLOGIES, LLC ("Developer"), a Michigan limited liability company, whose address is 4190 Sunnyside Drive, Holland, Michigan 49424. In this Agreement, the Land Bank and the Developer are collectively called the "Parties" and each individually a "Party."

RECITALS

WHEREAS, the Brownfield Program is intended to stimulate the development of certain qualified property, including but not limited to property owned by or under the control of the Land Bank; and

WHEREAS, the Developer is the owner of that certain property located in the City of Zeeland, County of Ottawa, and more particularly described on Exhibit A, attached hereto and incorporated by reference (hereinafter collectively referred to as the "Property"); and

WHEREAS, the Developer has proposed and intends to develop the Property, which it is willing to place under the control of the Land Bank, for the purpose of strengthening the community and economy in Ottawa County, Michigan; and

WHEREAS, the Parties are entering into this Agreement with the specific intent that the Property qualify for "core community" treatment under the Brownfield Redevelopment Financing Act ("Act 381"); and

WHEREAS, pursuant to the terms and conditions hereinafter set forth in this Agreement, the Parties agree that the Land Bank intends to and in fact shall exercise control over the Property by means of the right to enforce certain obligations, including payment obligations and lien rights; and

WHEREAS, under the Land Bank Fast Track Act, Act 258 of 2003, Public Acts of Michigan, the Land Bank may take an interest in this Property through this Agreement, enabling the Developer to take advantage of Brownfield Development incentives; and

WHEREAS, the exhibits attached to this Agreement are hereby incorporated in and made a part of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and representations stated herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Land Bank and Developer agree as follows:

**ARTICLE I
DEFINITIONS**

- 1.01 “Brownfield Plan” shall mean the Act 381 Brownfield Plan for JR Automation Technologies, LLC for Property located at 800 E. Riley Street, Zeeland, Ottawa County, which the City of Zeeland Brownfield Redevelopment Authority and the City of Zeeland are expected to approve on or before **March XX, 2026**, pursuant to Sections 13 and 14 of the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended,
- 1.02 “Certificate of Occupancy” shall mean a document issued by the appropriate authorized governmental authority in the municipality in which the Property is located (or other documentation reasonably requested by the Land Bank) attesting that the Property is available for occupancy, containing no conditions, and confirming that the construction work set forth in the Project and Application attached as Exhibit B of this Agreement has been satisfactorily completed.
- 1.03 “City” shall mean the City of Zeeland.
- 1.04 “Developer’s Acknowledgment” shall mean that document executed by the Developer and attached hereto as Exhibit C of this Agreement.
- 1.05 “Project” shall mean the project scope, including the amount of the investment and eligible Project Cost, of the development on the Property as more fully described in Exhibit B of this Agreement and the Brownfield Plan.
- 1.06 “Project Costs” shall mean any and all funds expended in connection with the construction of the Project, including, but not limited to, materials and all costs and expenses associated with any and all contractors, laborers, builders, and/or materialmen utilized in connection with the completion of the Project, all of which are indicated in Exhibit B of this Agreement.
- 1.07 “Property” shall mean that property which is being developed by the Developer and more fully described on Exhibit A of this Agreement.
- 1.08 “Land Bank Property Income” shall mean Twenty-Five Thousand Dollars (\$25,000).
- 1.09 “Lien” shall mean Land Bank has been granted the ability to enforce a lien on the Property, which may be recorded in the Ottawa County Register of Deeds records to secure Developer’s obligations under this Agreement.
- 1.10 Other defined terms, not referenced in this Article are defined throughout this Agreement.

ARTICLE II MUTUAL UNDERSTANDINGS

- 2.01 The Parties acknowledge and understand that they are entering into this Agreement for the express purpose of facilitating the development of the Property in order to promote economic development within Ottawa County.
- 2.02 The Property shall have no liens, judgments, mortgages or other encumbrances held by a third party, which are not approved, in advance and in writing, by Land Bank, which approval shall not be unreasonably withheld, conditioned or delayed, other than to subordinate such liens to the Lien conveyed hereunder.
- 2.03 Land Bank may require Developer to produce other documents related to the Property including, but not limited to, surveys, maps, plans, diagrams, drawings, construction budgets, and contracts for Land Bank's review at any time while this Agreement is in effect. Developer agrees to provide any documents requested by the Land Bank under this Agreement and which are in its possession or under its control within five (5) business days after the execution of this Agreement, and for any future documents requested by Land Bank, within five (5) business days of the Land Bank's request, or within five (5) business days after receipt by the Developer if not in Developer's possession at the time of the Land Bank's request.
- 2.04 The Parties acknowledge and understand that in order to qualify for the benefits from the Land Bank, Developer has demonstrated the ability and commitment to develop the Property in the manner, and during the time periods, set forth on Exhibit B. Developer has an absolute and unconditional obligation to develop the Property and construct the improvements included on Exhibit B. Developer will complete construction of those improvements identified in Exhibit B no later than November 30, 2027.
- 2.05 If it has not already been provided in Exhibit B, immediately following execution of this Agreement, Developer will provide the Land Bank with the following:
- i) Copy of the scope of work required for the proper completion of the Project.
 - ii) Evidence, acceptable to the Land Bank, that Developer has secured equity commitments or agreements, or otherwise has the ability to meet all of the Project Costs as set forth in the Project and Application.
 - iii) Such other information as the Land Bank shall reasonably request relative to the Project and participation in the Land Bank's Program.

- 2.06 During the term of this Agreement, Land Bank may request that Developer provide written reports to Land Bank, on a quarterly basis, which reports shall include:
- i) An update on Developer's status of completing the Project;
 - ii) A summary of work completed, and the total actual development costs incurred on the Property to date and an update to any changes to the estimated costs to be incurred or additional time that may be required through completion of the Project;
 - iii) Any new or additional facts discovered by Developer, or any conditions known by Developer, that may impact any costs or Developer's performance obligations under this Agreement.
 - iv) Following completion, Developer shall provide documentation that the Project has reached final completion and shall provide an itemized accounting of all eligible sums expended towards the development costs.

2.07 This Agreement shall run from the date the Agreement is fully executed by the Parties until the project is completed, November 30, 2027 (the "Termination Date"). Within ten (10) business days after the Termination Date, unless the Developer is in default under this Agreement and such default has not been timely cured, the Land Bank shall revoke its ability to enforce a Lien on the Property. The Land Bank shall not be required to revoke its ability to enforce a Lien on the Property in the event Developer owes any amounts due under this Agreement, until all such amounts are paid in full. The Parties have also agreed that the Land Bank shall have the right, but not the obligation, to terminate this Agreement upon an Event of Default and, in the event of such termination, may exercise any of the rights and remedies set forth in this Agreement or available at law or in equity.

- 2.08 Developer shall pay:
- i) To defray the Land Bank's costs, Land Bank (\$25,000) within twenty (20) days of the execution of this Agreement;
 - ii) If applicable, immediately upon receipt of a notice from the Land Bank of an Event of Default, all of the Land Bank's fees and costs, including without limitation actual attorney fees, incurred in enforcing the terms of this Agreement or any of the Land Bank's rights and remedies, including ; but not limited to any costs it may incur to complete the Project; and
 - ii) Amounts due under this Agreement to Land Bank that are not timely paid shall bear interest at the rate of 12% per annum or the maximum amount permitted by law (the "Default Rate") until paid.

- 2.9 The Parties agree that any Event of Default under this Agreement shall be regarded as a material breach of this Agreement.
- 2.10 The Parties agree that Developer does not have the right to sell the Property, or any portion thereof, prior to the termination of this Agreement without Land Bank's written consent, which shall not be unreasonably withheld, conditioned or delayed. Developer is also not permitted to assign this Agreement without Land Bank's written consent, which shall not be unreasonably withheld, conditioned or delayed. The Parties agree that neither the sale of the Property, or any portion of the Property, nor the unpermitted assignment of this Agreement, shall relieve Developer of its obligations to pay the Land Bank as set forth in this Agreement.
- 2.11 As a condition precedent to Land Bank's participation in this Project and entering into this Agreement, the Developer shall timely pay 100% of all taxes and/or special assessments related to the Property, including any interest and penalties, whether or not Developer challenges the assessment, taxable value, classification or any other aspect of the Property in a given year. Developer agrees that it will not challenge the assessment of the taxable value or the classification of the Property during the term of this Agreement.
- 2.12 The Parties agree and acknowledge that the Developer is pursuing approval of the Brownfield Plan for the Project. Developer acknowledges that the Brownfield Plan does not include school tax increment capture.
- 2.13 In order to assist with the long-term viability of the Project, a tax abatement under Public Act 198 may be pursued from the City of Zeeland by the Developer. The Land Bank has agreed to participate in the Project and to waive (or otherwise intentionally forego obtaining) any rights to the Eligible Tax Reverted Property Specific Tax ("Land Bank 5/50") to which it may otherwise be entitled. The Developer and the Land Bank agree that, in order to induce the Land Bank to participate in and support the Project, the Land Bank will exercise control over the Developer and ensure the development of the Project through this Agreement. This Agreement is intended to confirm and document the right of the Land Bank to enforce a lien on the property in order to guaranty development completion and payment of the Land Bank Property Income, if applicable.

ARTICLE III REPRESENTATIONS AND WARRANTIES

- 3.01 The Parties represent and warrant to each other respectively, as to each Party's own performance only, as follows:

- i) This Agreement when executed, will be valid, binding, and legally enforceable; and
- ii) The execution, delivery and performance of this Agreement:
 - a. Will not violate any order of any court or other agency of government, any provision of any indenture, agreement or other instrument to which the Parties are bound, and
 - b. Will not be in conflict with, result in a breach of, or constitute (with or without due notice and/or passage of time) a default under any such indenture, agreement or other instrument.

3.02 The Developer represents and warrants that:

- i) There are no actions, suits or proceedings, and no proceedings before any arbitrator or by or before any governmental commission, board, bureau or other administrative agency, pending, or, to the best knowledge of the Developer, threatened against or affecting the Developer, or any properties or rights of the Developer or the Property, which, if adversely determined, could materially impair the right of the Developer to carry on business substantially as now conducted or could have a materially adverse effect upon the financial condition of the Developer or would negatively impact Developer's ability to perform as required under this Agreement.
- ii) The Developer has not given, offered, or promised a commission, gift, or gratuity to an agent, employee, or other person associated with the Land Bank to enter into this Agreement and has not done or offered to do an act beneficial to an agent, employee, or other person associated with the Land Bank with intent to influence the action of the agent or employee or other person associated with the Land Bank in relation to this Agreement or the Project.
- iii) The Developer unequivocally assures the Land Bank that upon the execution of this Agreement, the funds obtained and secured and known to be available for the Project will be sufficient to pay all Project Costs. Developer represents and warrants that it has committed the required equity to the Project. In light of the foregoing, the Developer hereby unconditionally guarantees completion of the Project to be evidenced by the Certificate of Occupancy or temporary certificate of occupancy with final to be issued upon any interior tenant specific improvements to the building as part of the Project (or other documentation reasonably requested by the Land Bank),

- iv) The Developer is duly organized, validly existing and in good standing under the laws of the State of Michigan and has full power and authority to conduct its affairs in the State of Michigan, with full power and authority to own its properties, conduct its business as currently conducted, and execute, deliver, and perform its obligations under this Agreement.
 - v) The Developer agrees that these representations and warranties set forth in Article III of this Agreement shall survive the termination of this Agreement.
- 3.03 The Land Bank represents and warrants that it is duly organized and validly existing under the laws of the State of Michigan, and that it has the power and authority to execute, deliver, and perform its obligations under this Agreement.

ARTICLE IV COVENANTS AND WARRANTIES OF THE DEVELOPER

- 4.01 Upon execution of this Agreement, the Lien attached as Exhibit D hereto, shall be signed and recorded in the Ottawa County Register of Deeds records and shall act as security for Developer to perform its obligations under this Agreement including, without limitation, payment of all amounts owed under this Agreement and the costs to complete the project. The Land Bank warrants that it will not enforce the Lien until the Developer has failed to complete the development project in accordance with this Agreement.
- 4.02 Developer shall be solely responsible for obtaining, at its sole cost and expense, all permits and authorizations necessary to complete the Project and shall comply with all relevant building and zoning codes and applicable state and federal regulations.
- 4.03 Developer acknowledges and agrees that its estimates of the Project Costs are reasonable for the completion of the Project as outlined in Exhibit B, and the completed Project should, in Developer's view, result in an increase in taxable value of the Property over the taxable value of the Property on the date of execution of this Agreement after consultation with the local assessor.
- 4.04 Developer shall complete construction of the Project and obtain a Certificate of Occupancy or temporary certificate of occupancy with final to be issued upon any interior tenant specific improvements to the building as part of the Project (or other documentation reasonably requested by the Land Bank establishing that the

work set forth in the Application has been satisfactorily completed) within the time frame required by this Agreement. Developer shall provide to Land Bank a copy of the Certificate of Occupancy or other requested documentation within ten (10) days of receipt.

- 4.05 Developer warrants that, to Developer's knowledge, there are no actions, suits, or proceedings, and no proceedings before any arbitrator or by or before any governmental commission, board, bureau or other administrative agency, pending, or, threatened against or affecting Developer or the Project.
- 4.06 Developer shall indemnify, defend, and hold harmless the Land Bank, its Board of Directors, and its employees from any and all liability arising out of or in any way related to Developer's breach of this Agreement or any and all liability resulting from any acts or omissions of Developer, its employees or agents.
- 4.07 Developer hereby agrees that it shall pay all real and personal property taxes at the Property, or cause such taxes to be paid pursuant to leases of any portion of the Property by its tenants, and shall not seek an exemption from paying such taxes for itself or for any tenant, except that Developer may, on behalf of itself or its tenants, apply for an Industrial Facilities Exemption Certificate ("IFEC") pursuant to Public Act 198.

ARTICLE V EVENT OF DEFAULT

- 5.01 The occurrence of any one of the following, subject to any applicable period of cure, shall constitute an Event of Default by the Developer under this Agreement:
 - i) failure of Developer to timely perform any term, condition, obligation and/or covenant of Developer, as set forth in this Agreement;
 - ii) failure of Developer to complete construction as defined in Exhibit B of the Project by November 30, 2027;
 - iii) failure of Developer to pay to Land Bank the Land Bank Property Income when due;
 - iv) the intentional furnishing to, or omitting by, Developer of any information to Land Bank that is materially false or misleading in the Agreement or any of the Exhibits thereto, or any subsequent documents, including the failure to immediately notify the Land Bank if the Developer identifies any information that is or could be determined to be materially false or misleading; or

- v) Developer becomes insolvent or the subject of a voluntary or involuntary proceeding in bankruptcy, reorganization, arrangement or creditor composition.

5.02 Except as it relates to Sections 5.01 (iii) or (v) above, for which no cure period is permitted, continuation of a default in excess of thirty (30) calendar days after delivery of written notice of such default from the Land Bank shall constitute an Event of Default, and the Land Bank shall have the rights and remedies provided in this Agreement.

ARTICLE VI REMEDIES UPON DEFAULT

6.01 At any time after the occurrence of and during the continuance of any uncured Event of Default, Land Bank shall have all of the following rights and remedies, which shall be cumulative:

- i. The Land Bank may declare a forfeiture of any and all benefits offered to Developer under this Agreement;
- ii. Land Bank may enforce its Lien on the Property;
- iii. Land Bank may pursue specific performance of this Agreement;
- iv. The Land Bank shall have any other legal remedies available at law or in equity, including any remedies available in the Lien.

6.02 If for any reason whatsoever, it becomes legally impossible for Land Bank to fulfill its obligations, the Developer expressly understands and agrees that the sole legal remedy available to Developer for a breach, violation, or impossibility of performance of this Agreement by the Land Bank shall be termination of this Agreement.

ARTICLE VII LIABILITY

7.01 Nothing in this Agreement shall be construed to create any liability for the Land Bank and/or Ottawa County for the payment of any debt service, lien, or encumbrance, including, but not limited to, mortgage, promissory note, land contract, or other Developer obligations against the Property.

- 7.02 Nothing in this Agreement shall be construed to create any liability of the Land Bank and/or Ottawa County for any payment to a contractor or service provider engaged by Developer for work on the Property. Developer shall be solely responsible for all such amounts.
- 7.03 Developer shall defend, indemnify, hold harmless and pay any such liability costs, fees, taxes or expenses that may be brought against Land Bank as provided in this Article VII.

ARTICLE VIII NOTICE

- 8.01 Written Notice. All requirements for written notice contained in this Agreement shall be accomplished by any one of the following methods:
- i) personal service with service being effective upon delivery, or
 - ii) certified mail, Federal Express or other overnight courier service, return receipt requested, with service being effective on the date of receipt or first attempted delivery, or
 - iii) e-mail with service being effective upon delivery (with delivery confirmed) if delivery is made prior to 5:00 p.m. on any business day and if not so made the next business day.

NOTICES SHALL BE ADDRESSED AS FOLLOWS:

Ottawa County Land Bank Authority:

Chairperson
Ottawa County Land Bank Authority
12220 Fillmore Street
West Olive, Michigan 49460
E-Mail: cclark@miottawa.org

With a copy to Ottawa County Land Bank Authority Counsel
(which copy shall not constitute notice):

Attn: Doug Van Essen
Ottawa County Corporation Counsel
12220 Fillmore Street, West Olive, MI 49460
Email: dvanessen@miottawa.org

Developer:

JR Automation Technologies, LLC
ATTN: Doug LaCroix
4190 Sunnyside Drive
Holland, Michigan 49424
Email: doug.lacroix@jrautomation.com

With a copy to Counsel for Developer: (which copy shall not constitute notice):

Attn: Sarah Somers
Address: 4190 Sunnyside Drive, Holland, Michigan 49424
Email: sarah.somers@jrautomation.com

**ARTICLE IX
AMENDMENTS**

9.01 Any change, extension or modification of this Agreement, which is mutually agreed upon by the parties, shall be incorporated in written amendments signed by both parties. Such Amendments shall not invalidate this Agreement, nor relieve nor release Developer of Land Bank from any of their obligations under this Agreement, except for those parts thereby amended and only to the extent so amended.

**ARTICLE X
MISCELLANEOUS**

10.01 All of Developer's covenants, agreements, representations and warranties made in connection with this Agreement, and any document contemplated hereby, shall be deemed to have been relied upon by Land Bank, notwithstanding any investigation made or not made by Land Bank. All statements contained in any certificate or other document delivered to Land Bank at any time by or on behalf of Developer, pursuant hereto or in connection with the transactions contemplated hereby, shall constitute representations and warranties by Developer in connection with this Agreement.

10.02 This Agreement may be signed in multiple counterparts with the same effect as if the signatures were upon the same instrument.

10.03 The headings and captions in this Agreement are included as a matter of convenience and shall not be considered a part of this Agreement nor be used in determining the intent of the Parties to it.

- 10.04 If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, void or unenforceable by a court of competent jurisdiction, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect.
- 10.05 This Agreement sets forth the entire understanding of the Parties and all terms and conditions with respect to the matters discussed in this Agreement, and supersedes and annuls any and all other or former agreements, preliminary drafts, prior versions, contracts, negotiations, promises and/or representations, whether written or oral, expressed or implied, made by, for, or on behalf of Developer and Land Bank.
- 10.06 This Agreement shall be construed and governed in accordance with the laws of the State of Michigan without regard to its conflicts of law principles, and any lawsuit or legal action brought relating to this Agreement shall only be brought in a court of competent jurisdiction sitting in Ottawa County, Michigan.
- 10.07 It is specifically understood and agreed by and between the Parties that the development of the Property is a separately undertaken private development. No partnership, joint venture or other association of any kind between Developer, on the one hand, and the Land Bank or Ottawa County, on the other, is formed by this Agreement.
- 10.08 All Parties acknowledge this Agreement has been reviewed by their respective attorneys. All Parties acknowledge joint authorship of this Agreement and agree that nothing in this Agreement shall be construed in a court of law to be interpreted in favor of one Party due to the authorship of the Agreement.

[Signature Pages Follow]

DEVELOPER

Dated: _____

JR Automation Technologies, LLC

By: _____

Doug LaCroix, Manager

On this ____ day of _____, 2026, before me, a notary public, in and for said county and state, personally came the above-named Doug LaCroix, known to me to be the authorized signatory of JR AUTOMATION TECHNOLOGIES, LLC who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said company and as his own free and voluntary act, for the uses and purposes herein mentioned.

Notary Public
County of _____,
State of Michigan

My Commission Expires: _____

Acting in the County of _____

OTTAWA COUNTY LAND BANK AUTHORITY

Dated: _____

By: _____

Cheryl Clark
Its: Chair

On this ____ day of _____, 2026, before me, a notary public, in and for said county and state, personally came the above-named Cheryl Clark, known to me to be the authorized signatory and Chair of the Ottawa County Land Bank Authority, who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said company and as his/her own free and voluntary act, for the uses and purposes herein mentioned.

Notary Public

County of _____ State of Michigan

My Commission Expires: _____

Acting in the County of _____

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

Land situated in the City of Zeeland, Ottawa County, Michigan:

PART OF E 1/2 OF NW 1/4 BEG AT N 1/4 COR, TH S 0D 25M 56S W 1382.17 FT
ALG N&S 1/4 LI, TH S 60D 45M 34S W 113.84 FT, S 60D 42M 54S W 122.6 FT, N
89D 22M 17S W 1124.81 FT, TH N 0D 28M 16S E 1500 FT ALG W LI OF E 1/2 OF
NW 1/4, TH S 89D 22M 17S E 1329.18 FT ALG N SEC LI TO BEG. SEC 17 T5N
R14W 45.51 AC

Ottawa County Parcel #: 70-17-17-101-030

EXHIBIT B
PROJECT AND APPLICATION

Developer proposes to develop the Property for industrial purposes, including the construction of a new 286,000 square foot manufacturing plant and global headquarters to be occupied by JR Automation Technologies, LLC. Total estimated investment to complete the development is \$72,800,000.

EXHIBIT C
DEVELOPER'S ACKNOWLEDGMENT

DEVELOPER’S ACKNOWLEDGMENT

Pursuant to the Development Agreement (“Development Agreement”) dated this _____ day of _____, 2026 by and between the OTTAWA COUNTY LAND BANK AUTHORITY (“Land Bank”) and JR AUTOMATION TECHNOLOGIES, LLC (“Developer”), Developer hereby ACKNOWLEDGES the following and that it has read and understands the defined terms as contained in the Development Agreement and further acknowledges that said defined terms and related definitions apply to this Developer’s Acknowledgment and the same are fully incorporated herein by references:

Developer to initial each paragraph in acknowledgment of same.

1. _____ That Developer is solely and absolutely responsible for safeguarding the materials that the employees, contractors, or subcontractors of the Developer use in performing the Development Agreement.
2. _____ That in the event Developer sells, assigns, or transfers the Property, the Development Agreement shall terminate according to its terms.
3. _____ Developer must submit any Brownfield Plan on the Project for review by the Land Bank.
4. _____ The Developer consents to and acknowledges that the Land Bank has the ability to enforce a statutory lien on the Property in accordance with Act 260 of 2003, Public Acts of Michigan, MCL 211.1026.
5. _____ The Developer consents to and hereby acknowledges that the Land Bank shall have a Lien on the Property in the event that the Developer fails to complete the Project by November 30, 2027. The Lien shall be in an amount equal to the Land Bank Property Income.

Developer, by Doug LaCroix, its Manager and duly authorized representative has read and understands this Acknowledgement.

DEVELOPER

JR AUTOMATION TECHNOLOGIES, LLC

Date: _____

By: _____

Doug LaCroix
Its: Manager

On this _____ day of _____, 2026, before me, a notary public, in and for said county and state, personally came the above-named Joel Cooper, known to me to be the

authorized signatory of JR AUTOMATION TECHNOLOGIES, LLC who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said company and as his/her own free and voluntary act, for the uses and purposes herein mentioned.

Notary Public

County of Ottawa, State of Michigan

My Commission Expires: _____

Acting in the County of _____

EXHIBIT D
LIEN

Grantor: JR AUTOMATION TECHNOLOGIES LLC ("Developer"), a Michigan limited liability company, whose address is 4190 Sunnyside Drive, Holland, Michigan 49424

Grantee: OTTAWA COUNTY LAND BANK AUTHORITY ("Land Bank"), a public body corporate and politic, organized and existing pursuant to Act 258 of 2003, Public Acts of Michigan, whose address is 12220 Fillmore Street, West Olive, Michigan 49460,

Property: Land situated in the City of Zeeland, Ottawa County, Michigan:

PART OF E 1/2 OF NW 1/4 BEG AT N 1/4 COR, TH S 0D 25M 56S W 1382.17 FT ALG N&S 1/4 LI, TH S 60D 45M 34S W 113.84 FT, S 60D 42M 54S W 122.6 FT, N 89D 22M 17S W 1124.81 FT, TH N 0D 28M 16S E 1500 FT ALG W LI OF E 1/2 OF NW 1/4, TH S 89D 22M 17S E 1329.18 FT ALG N SEC LI TO BEG. SEC 17 T5N R14W 45.51 AC

Ottawa County Parcel #: 70-17-17-101-030

Notice is hereby given that the Grantee claims a Lien pursuant to an agreement (“Agreement”) between the Grantor and Grantee under 2003 PA 258 and 1996 PA 381 for the development of a Brownfield Plan for the Property above, which is commonly known as 800 E. Riley Street, Zeeland, Michigan.

Security: This Lien is security for the Grantor’s performance of promises in the Agreement to the Grantee, including but not limited to the sum certain of \$25,000.

By: _____
Doug LaCroix, Manager
JR Automation Technologies LLC

State of Michigan)

) ss

County of Ottawa)

On this ____ day of _____, 2026, before me, a notary public, in and for said county and state, personally came the above-named Joel Cooper, known to me to be the authorized signatory of JR AUTOMATION TECHNOLOGIES, LLC who acknowledged the signing of the foregoing instrument to be the voluntary act and deed of said company and as his own free and voluntary act, for the uses and purposes herein mentioned.

Notary Public County of _____, State of
Michigan

My Commission Expires: _____
Acting in the County of Ottawa

Upon Recording, Please forward to

Ottawa County Corporation Counsel
12220 Fillmore Street
West Olive, Michigan 49460

ATTACHMENT A
SITE PLAN

Appendix 4



**RESOLUTION APPROVING BROWNFIELD PLAN AMENDMENT
FOR
JR AUTOMATION TECHNOLOGIES, LLC**

City of Zeeland
Brownfield Redevelopment Authority

Minutes of a regular meeting of the Board of the City of Zeeland Brownfield Redevelopment Authority, County of Ottawa, State of Michigan, held in the City Hall on the 31st day of March, 2026, at 4:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, a Brownfield Plan and also an amendment to such plan have been prepared pursuant to Act 381, Public Acts of Michigan, 1996 (“Act 381”), copies of which are on file with the Secretary of the City of Zeeland Brownfield Redevelopment Authority (the “Authority”); and

WHEREAS, the Authority is authorized to approve amendments to the Brownfield Plan and recommend amendments for approval to the City of Zeeland, County of Ottawa, State of Michigan (the “City”).

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Approval of Amended Brownfield Plan. The Board hereby adopts and approves the attached Brownfield Plan Amendment for JR Automation Technologies, LLC and recommends the approval of the amendment to the Brownfield Plan by the City Council of the City.

2. Deliver Resolution and Amended Brownfield Plan to City. The Secretary of the Authority is directed to deliver a certified copy of this resolution and the Amended Brownfield Plan to the City Clerk.

3. Disclaimer. By adoption of this resolution and approval of the Amended Brownfield Plan, the Authority assumes no obligation or liability to the owner, developer or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this resolution and the Amended Brownfield Plan. The Authority makes no guarantees or representations as to the determinations of the appropriate state officials regarding the ability of the owner, developer or lessor to qualify for a single business tax credit pursuant to Act 228, Public Acts of Michigan, 1975, as amended, or as to the ability of the Authority to capture tax increment revenues from the State and local school district taxes for the Amended Brownfield Plan, if applicable.

4. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Timothy Klunder, Secretary

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Zeeland Brownfield Redevelopment Authority, County of Ottawa, State of Michigan, at a regular meeting held on March 31, 2026, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Timothy Klunder, Secretary



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

BROWNFIELD REDEVELOPMENT AUTHORITY MEMORANDUM

TO: Brownfield Redevelopment Authority Board

FROM: Tim Klunder, City Manager

SUBJECT: Brownfield Plan Amendment #1 – 17 E. Main, LLC Redevelopment

DATE: March 20, 2026

CC: March 31, 2026, Brownfield Redevelopment Authority Meeting

At the March 31, 2026, Brownfield Redevelopment Authority meeting, the board will be asked to consider amendment #1 to the City's Brownfield Plan for 17 E. Main, LLC. Included with this brief cover memo is a memo from our brownfield consultant, Samantha Mariuz, Fleis & VandenBrink regarding proposed amendment #1.

Samantha's memorandum provides a thorough overview of proposed amendment #1 for the Brownfield Authority's consideration and thus I will not reiterate that information within this cover memo. As you will read in Samantha's memo, the amendment is largely administrative in nature – no substantive financial changes.

As way of additional background, the Brownfield Plan approval information presented to Zeeland City Council on March 3, 2025, is also attached. A resolution for approval consideration for amendment #1 will be provided to the Authority at the meeting. Should the Brownfield Authority approve amendment #1, it will then go to City Council for consideration.

RECOMMENDATION: City staff recommend that the Brownfield Redevelopment Authority approve a resolution for amendment #1 to the Brownfield Plan for 17 E. Main, LLC Redevelopment.

Timothy R. Klunder, City Manager

MEMO



To: The City of Zeeland Brownfield Redevelopment Authority Board of Directors

From: Samantha Mariuz, Economic Development Manager

Cc: Tim Maday, Community Development Director

Date: February 23, 2026

RE: **17 E. Main Street Redevelopment Project Act 381 Brownfield Plan Amendment #1
- 3 E. Main Street, Zeeland, Ottawa County, Michigan**

Introduction & History

On March 3, 2025, the City of Zeeland City Council approved the Brownfield Plan for 17 E Main Street which authorizes the use of local millages to reimburse the developer for eligible activities conducted at the eligible property identified within the Plan.

On September 24, 2025 the Act 381 Work Plan for 17 E Main Street was transmitted to the Michigan State Housing Development Authority (MSHDA) to begin their formal review process and authorize the use of state millages (School Operating Tax and State Education Tax) to reimburse the developer. On November 25, 2025, MSHDA conditionally approved the 17 E Main Act 381 Work Plan. Within the MSHDA Reply Letter, Condition 1 stated that the specialized basement, elevator and ADA Accessibility, Soft Costs and the Boiler System were deemed ineligible based on Paragraph 4 of the MSHDA Housing Tax Increment Program Statement.

After further review, it was determined that the \$2,000,000 costs associated with the City of Zeeland Snow Melt Boiler System should be reclassified to the public infrastructure eligible activity category. This Brownfield Plan Amendment #1 represents that requested change. There have been no other material changes made to the Plan.

Eligible Property

Address	Parcel ID	Owner	Legal Description
3 E. Main Street, Zeeland, Michigan 49464	70-17-18-356-063	17 E. Main, LLC	PART OF LOTS 7, 8 & 9 BLK 2 COM AT SW COR LOT 9, TH N 0D 16M 06S W 146.91 FT, S 89D 37M 33S E 213.62 FT, TH S 0D 58M 11S W 146.53 FT ALG E LI OF LOT 7, TH N 89D 43M 36S W 210.45 FT TO BEG. KEPPEL'S ADD
Basis of Eligibility: Housing Property			

MEMO



The property is considered an “Eligible Property,” as defined by Brownfield Financing Act, Michigan Public Act 381 of 1996, as amended, (“Act 381”) because the project is a Housing Project. The development of the Property is estimated to increase the captured taxable value.

Eligible Activities and Assumptions

The Project’s brownfield eligible activities include Pre-Approved Activities including pre-approved activities, demolition, infrastructure, site preparation, housing gap activities and City infrastructure. The total costs within the Brownfield Plan have not changed, however the eligible activity categories have been re-labeled to align with the MSHDA Housing TIF Program Statement as identified in their Conditional Approval Letter.

The reclassification aligns the Brownfield Plan with MSHDA’s interpretation while preserving the intent of the original Plan to support downtown housing redevelopment and associated public improvements.

Eligible Activity	Cost approved in Brownfield Plan	Costs approved in Brownfield Plan Amendment #1
Demolition	\$51,000	\$51,000
Infrastructure Improvements	\$239,500	\$2,239,500
Site Preparation	\$46,500	\$46,500
Additional Housing Gap	\$2,262,000	\$262,000
Contingency	\$42,900	\$42,900
Brownfield Plan/Work Plan Preparation	\$15,000	\$15,000
Brownfield Plan/Work Plan Implementation	\$15,000	\$15,000
Total	\$2,671,900	\$2,671,900

Administrative Fees: No Change from original Brownfield Plan Approval - \$22,846

Findings & Considerations

1. Amendment #1 to the 17 E. Main Brownfield Plan creates continuity between the Brownfield Plan and Act 381 Work Plan Eligible Activity categories. By switching the City of Zeeland Steam Boiler System costs for the snowmelt system from Housing Gap Activities, to Infrastructure to Support Housing Development, the costs associated with the system are eligible infrastructure improvements under Michigan Public Act 381 and through the MSHDA Housing TIF Program Statement.
2. The City of Zeeland Snow Melt Boiler System constitutes public infrastructure necessary to support housing development and is owned and operated by the City. The system serves a public function and is not a private building system. As such, the costs are appropriately categorized as Infrastructure Improvements under Section 2(m) and Section 13 of Act 381, as amended, and are consistent with the MSHDA Housing Tax Increment Financing Program Statement.



MEMO

3. This amendment does not alter the total eligible activity costs, tax increment revenue projections, reimbursement duration, or the overall financing structure previously approved by the City Council and transmitted to MSHDA.



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

MEMORANDUM

TO: City Council

FROM: Tim Klunder, City Manager/Kevin Plockmeyer, ACM/Finance Director

SUBJECT: Brownfield Plan Amendment – 17 E. Main, LLC Redevelopment

DATE: February 28, 2025

CC: City Council Work Study and Action Items Agenda March 3, 2025

At their January 21, 2025 meeting, the Brownfield Redevelopment Authority approved an amendment to the City's Brownfield Plan for 17 E. Main, LLC Redevelopment (Midwest Construction). Included in the packet are the site-specific provisions for the 17 E. Main Ave. plan amendment. At Monday's meeting, we will be holding a public hearing on this Brownfield Plan Amendment and will be seeking City Council approval for this amendment (the resolution will be available at Monday's meeting).

Although development details of the project have been publicly shared during the sale of the property to the developer and site plan approval process, they are also referenced in the attached brownfield plan amendment. In summary, the developer estimates the project's capital investment at \$7 million. The building will be three-stories tall and 27,461 sq. ft. in size. It will be a mixed-use facility with the first floor anticipated to be office/commercial and the second and third floors consisting of 22 one-bedroom apartment units. Completion of the project is expected late winter/spring of 2025.

The property qualifies as "Eligible Property" under the Brownfield Redevelopment Financing Act on the basis of meeting the definition of a "Housing Property". The Act defines Housing Property, in part, as property on which one or more units of residential housing are proposed to be constructed. This will be the city's first brownfield project that qualifies under this housing provision. The project focuses on providing affordable housing for individuals and families earning up to 120% of Ottawa County's Area Median Income (AMI). Six of the twenty-two units will be capped with controlled rents at MSHDA approved rates for 80% AMI of Ottawa County for the life of the plan (estimated at 30 years).



As a reminder, the City of Zeeland has one Brownfield Plan that we have amended for site specific provisions since the inception of the Brownfield Redevelopment Authority. As such, the attached plan would be a site-specific amendment to the City's Brownfield Plan. The proposed 17 E. Main project amendment does request the use of tax increment financing (TIF) – generally speaking, the increased taxes on the property generated from the rehab are used to reimburse the developer for their brownfield costs. The ability to consider brownfield incentives like tax increment financing for a project such as this enables the project to be financially viable for a developer.

Like previously approved projects in the city, the developer is wishing to layer an approved (12.17.24) Commercial Rehabilitation Act (CRA) tax incentive with the brownfield incentives. Generally speaking, the CRA incentive, essentially freezes the property building level prior to rehab for up to 10 years. You will thus notice in the tax increment tables, that there is no tax increment to collect for brownfield reimbursement (other than State Education Tax and School Operating) for the first 10 years of the project. Once the CRA is finished, the tax increment on local taxes then goes to reimburse the developer for their eligible brownfield costs.

In total, it is estimated the developer will be reimbursed \$671,900 for eligible activities. Those activities include such things as a Baseline Environmental Assessment, demolition, Brownfield Plan amendment and implementation, infrastructure to support housing, site preparation, housing gap activities and contingencies. The estimated TIF plan shows the developer will be fully reimbursed in 14 years.

For its part, the city is eligible to collect TIF on eligible public infrastructure to support the project. As part of the original sale of this parcel to the developer, terms of the agreement included a provision to provide boiler space in the basement of the facility for a snowmelt boiler to support/expand the city's snowmelted sidewalks. As such, we are proposing that the city will capture \$2 million (estimated in years 14-30) in TIF to largely fund a snowmelt boiler system (estimated at \$2.6 million). Thus, total TIF collection for private/public development purposes will be \$2,671,900. In grand total, approximately \$2.9 million in TIF will be collected over 30 years (maximum) as some of the TIF dollars reimburse the State and City's Brownfield Authority for administering the plan amendment.

As way of information, of the \$2,671,900 in TIF that will be collected for developer reimbursement and snowmelt, approximately \$538,000 (20%) will come from the city,



while nearly \$1.5 million will come from the state (state education tax and school operating). The remainder will come from other taxing units.

From a procedural standpoint if City Council decides to approve this Brownfield Plan Amendment at Monday's meeting, a reimbursement agreement (forthcoming) will be required to be approved between the Brownfield Authority/city and developer before any tax reimbursements are made.

RECOMMENDATION: City staff recommends that City Council approve a resolution to amend the City's Brownfield Plan to include the 17 E. Main, LLC Redevelopment project as outlined in the attached plan amendment.

A handwritten signature in black ink, appearing to read 'K. Plockmeyer', is written above a horizontal line.

Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance

A handwritten signature in black ink, appearing to read 'Timothy R. Klunder', is written above a horizontal line.

Timothy R. Klunder, City Manager

RESOLUTION

(Approving *17 E Main, LLC* Brownfield Plan Amendment)

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

Portions of minutes of a Regular Meeting of the City Council of the City of Zeeland, County of Ottawa, Michigan, held in the City Hall in said City on March 3, 2025, at 7:00 o'clock p.m., Local Time.

PRESENT: Council Members _____

ABSENT: Council Members _____

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

WHEREAS, the Zeeland City Council established the City of Zeeland Brownfield Redevelopment Authority on August 19, 2002, pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of 1996 ("Act 381");

AND WHEREAS, a proposed amendment to the City of Zeeland Redevelopment Authority Brownfield Plan was received from 17 E Main, LLC for Housing Property, as defined under Act 381, located at 17 E. Main Street in the City of Zeeland, Ottawa County, Michigan (the Amendment), and for a copy of such amendment, see Exhibit A to this resolution;

AND WHEREAS, the property qualifies as "Eligible Property" under Act 381 on the basis of meeting the defining of a "Housing Property", and is therefore an Eligible Property;

AND WHEREAS, the Amendment includes the use of Tax Increment Financing to capture taxes for a maximum of 30 years from the State of Michigan Education Tax, the State of Michigan School Operating Tax, Ottawa County Parks, Ottawa County Roads, Ottawa County Community Mental Health, Ottawa County E-911 Department, the City of Zeeland, the West Michigan Airport Authority, the Zeeland

Public Schools B & S, the Zeeland Public Schools Recreational Fund, the Ottawa Area Intermediate School District, and Ottawa County;

AND WHEREAS, from the total amount of captured taxes for this project over the 30 year period a maximum of \$671,900 will be used to reimburse the applicant for eligible activities, \$214,115 will be used for the State Brownfield Redevelopment Fund, \$65,097 will be used to reimburse the City of Zeeland Brownfield Redevelopment Authority for its administrative expenses, and \$2,000,000 will be used for a new boiler system for snow melt on sidewalks to support the housing needs of the community;

AND WHEREAS, the Amendment complies with all requirements set forth in Act 381; and WHEREAS, the Amendment would provide for the redevelopment of a Housing Property and job creation in the City of Zeeland;

AND WHEREAS, the City of Zeeland Brownfield Redevelopment Authority recommends that the Zeeland City Council approve the Brownfield Plan Amendment.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Zeeland City Council approves the Amendment to the City of Zeeland Redevelopment Authority Brownfield Plan as submitted by 17 E Main, LLC for the following reasons:
 - A. The Amendment constitutes a public purpose;
 - B. The Amendment meets all requirements of Section 13 and 13b of Act 381;
 - C. The proposed method of financing the costs of the eligible activities as identified in the Amendment is feasible and the Authority has the ability to arrange the financing;
 - D. The costs of the eligible activities proposed in the Amendment are reasonable and necessary to carry out the purpose of Act 381; and,
 - E. The amount of captured taxable value included in the Amendment is reasonable.
2. The City of Zeeland approves the use of Tax Increment Financing for this project site, consistent with the provisions of the Amendment and Act 381.

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

AYES: Council Members _____

NAYS: Council Members _____

ABSENT: Council Members _____

RESOLUTION DECLARED ADOPTED.

Pamela Holmes, City Clerk

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on March 3, 2025, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Pamela Holmes, City Clerk

EXHIBIT A

**THE BROWNFIELD PLAN AMENDMENT
SUBMITTED BY 17 E Main, LLC**

**CITY OF ZEELAND
BROWNFIELD REDEVELOPMENT AUTHORITY**

BROWNFIELD PLAN

Approved by the Board of the City of Zeeland Brownfield Redevelopment Authority on April 17, 2003.

Approved by the Zeeland City Council on May 19, 2003.

Amended by the City of Zeeland Brownfield Redevelopment Authority to add GS Properties project at 59 W. Washington on March 3, 2004 and by the Zeeland City Council on April 19, 2004.

Amended by the City of Zeeland Brownfield Redevelopment Authority to add ILH, LLC project at 201 and 233 West Washington on October 27, 2004 and by the Zeeland City Council on December 6, 2004.

Amended by the City of Zeeland Brownfield Redevelopment Authority to extend Tax Increment Finance collections up to maximum duration permitted by law on May 16, 2022 and by the Zeeland City Council on May 16, 2022.

Amended by the City of Zeeland Brownfield Redevelopment Authority to add GDP Zeeland, LLC project at 349, 341, 333,331, 323 and 405 East Main on August 8, 2022 and by the Zeeland City Council on September 6, 2022.

Amended by the City of Zeeland Brownfield Redevelopment Authority to add 16 S. Elm Street, LLC project at 16 South Elm Street on November 28, 2023 and by the Zeeland City Council on December 18, 2023.

Amended by the City of Zeeland Brownfield Redevelopment Authority to add 17 E. Main, LLC Redevelopment project at 17 East Main Ave (formerly 3 E. Main) on January xx, 2025 and by the Zeeland City Council on February xx, 2025.

CITY OF ZEELAND
BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN

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- I. INTRODUCTION
- II. GENERAL PROVISIONS
- III. SITE SPECIFIC PROVISIONS
 - A. Bristol-Myers/Mead Johnson Project (5-19-2003)
 - B. GS Properties Project (4-19-2004)
 - C. ILH, LLC (12-6-2004)
 - D. GDP Zeeland, LLC (9 – 6 – 2022)
 - E. 16 S. Elm Street, LLC (12 – 18 – 2023)
 - F. 17 E. Main, LLC Redevelopment (xx-xx-2025)

I INTRODUCTION

In order to promote the revitalization of environmentally impacted areas within the boundaries of the City of Zeeland (the “City”), the City established the City of Zeeland Brownfield Redevelopment Authority (the “Authority”) pursuant to Michigan Public Act 381 of 1996, as amended (“Act”).

The primary purpose of this Brownfield Plan (“Plan”) is to promote the redevelopment of and private investment in environmentally impacted properties within the City. Inclusion of property within this Plan can facilitate financing of environmental response and other eligible activities at eligible properties, and may also provide tax incentives to eligible taxpayers willing to invest in revitalization of environmentally impacted sites, commonly referred to as “Brownfields”. By facilitating redevelopment of brownfield properties, this Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the Authority.

This Plan is intended to be a living document, which can be modified or amended as necessary to achieve the purposes of the Act. It is specifically anticipated that properties will be continually added to the Plan as new brownfield projects are identified. The Plan contains general provisions that apply to the Plan as a whole, and the site specific information for each property included in the Plan. The applicable sections of the Act are noted throughout the Plan for reference purposes.

This Brownfield Plan contains the information required by Section 13(1) of the Act. Additional information is available from the City Manager.

II GENERAL PROVISIONS

A. Costs of the Brownfield Plan (Section 13(1)(d))

Any site-specific costs of implementing this Plan are described in the site-specific section of the Plan. Site-specific sources of funding may include tax increment financing revenue generated from new development on eligible brownfield properties, state and federal grant or loan funds, and/or private parties. Where private parties finance the costs of eligible activities under the Plan, tax increment revenues may be used to reimburse the private parties. The initial costs related to preparation of the Brownfield Plan are being funded by the initial applicant.

The Authority may pay with eligible tax increment revenues collected pursuant to the Plan for administrative costs and all of the things necessary or convenient to achieve the objectives and purposes of the Authority including, but not limited to: i) the cost of financial tracking and auditing the funds of the Authority, ii) costs for amending and/or updating this Plan, including legal fees, and iii) costs for Plan implementation.

B. Maximum Amount of Note or Bonded Indebtedness (Section 13(1)(e))

While the Authority does not intend at this time to incur debt through the issuance of bonds, some debt may be incurred by the City or Brownfield Authority on a site-specific basis. Please refer to the site-specific section of this Plan for details on any debt to be incurred by the City or Authority. The Authority may enter into agreements with the property owners/developers of the properties included in the Plan to reimburse them for the costs of eligible activities undertaken pursuant to this Plan, to be reimbursed by the Authority as the tax increments are collected by the City. The maximum amount of debt for the eligible activities identified in this Plan, excluding cost of issuance, is anticipated to be equal to the costs of eligible activities identified in this Plan.

C. Duration of the Brownfield Plan (Section 13(1)(f))

The Plan, as it applies to a specific eligible property, shall be effective up to five (5) years after the year in which the total amount of tax increment revenue captured is equal to the total costs of eligible activities attributable to the specific eligible property, or the maximum duration permitted by law from the date of approval of the Plan as it relates to an individual site, whichever is less. The total costs of eligible activities include the cost of principal and interest on any note or obligation issued by the Authority to pay for the costs of eligible activities, the reasonable costs of a work plan or remedial action plan, the actual costs of the State of Michigan's review of the work plan or remedial action plan, and implementation of the eligible activities.

D. Displacement/Relocation of Individuals on Eligible Properties (Section 13(1)(i-1)

At this time, eligible properties identified in this Plan do not include residences, nor are there any plans or intentions by the City for identifying eligible properties that will require the relocation of residences. Therefore the provisions of Section 13(1)(i-1) are not applicable at this time.

E. Local Site Remediation Revolving Fund (Section 8; Section 13(1)(m)

It is the Authority's intent to establish a Local Site Remediation Revolving Fund ("Fund"). The Fund will consist of tax increment revenues that exceed the costs of eligible activities incurred on an eligible property, as specified in Section 13(5) of the Act. Section 13(5) authorizes the capture of tax increment revenue from an eligible property for up to 5 years after the time that capture is required for the purposes of paying the costs of eligible activities identified in the Plan. It is the intention of the Authority to continue to capture tax increment revenues for 5 years after eligible activities are funded from those properties identified for tax capture in the Plan. The amount of school operating taxes captured for the Fund will be limited to the amount of school operating taxes captured for eligible activities under this Plan. It may also include funds appropriated or otherwise made available from public or private sources.

The Fund may be used to reimburse the Authority, the City, and the private parties for the costs of eligible activities at eligible properties and other costs as permitted by the Act. It may also be used for eligible activities on eligible properties for which there is no ability to capture tax increment revenues. The establishment of this Fund will provide additional flexibility to the Authority in facilitating redevelopment of brownfield properties by providing another source of financing for necessary eligible activities.

Act 381 Brownfield Plan

17 E Main, LLC Redevelopment
3 East Main St, Zeeland, MI 49464

City of Zeeland Brownfield Redevelopment
Authority

Project No. 240751
October 31, 2024

Act 381 Brownfield Plan

**17 E Main, LLC Redevelopment
3 East Main Street
Zeeland, Michigan 49464**

**Prepared For:
City of Zeeland Brownfield Redevelopment Authority
Zeeland, Michigan**

**October 31, 2024
Project No. 240751**

Recommended for Approval by City of Zeeland Brownfield Redevelopment Authority on: _____
Supported by City of Zeeland City Council on: _____

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1.0 Introduction

The City of Zeeland Brownfield Redevelopment Authority (Authority or ZBRA) was established pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (Act 381). Act 381 enables the City of Zeeland BRA to help facilitate the redevelopment of brownfields by providing economic development incentives through tax increment financing (TIF).

This Brownfield Plan (Plan) permits the use of TIF to reimburse 17 E Main, LLC (Developer) and the City of Zeeland (City) for the cost of eligible activities required to redevelop 3 East Main Street, Zeeland, Michigan (Eligible Property, Site, or Property) – see Site Location Map (Figure 1). Copies of Plan resolutions are provided in Attachment A.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Developer plans to redevelop the Site for mixed-use purposes. The proposed redevelopment will include a new mixed-use, three-story building with a total of 27,461 square feet. The first floor will be for office/mixed use and is 8,933 square feet. The second and third floors will consist of a total of twenty-two residential 1-bedroom units. The total capital investment for the Project is expected to be \$7 million. Construction is expected to start in Fall 2024, with a completion date of Winter 2025. The proposed site plan is included in Attachment B.

The Project focuses on providing affordable housing for individuals and families earning up to 120% of Ottawa County's Area Median Income (AMI) and serves an important public purpose in Ottawa County and the City of Zeeland. It will expand the tax base, result in significant capital investment into the community, and most importantly, create new housing opportunities in a community where quality year-round housing is needed.

1.2 Eligible Property Information

Parcel ID No: 70-17-18-356-063

Address: 3 East Main Street, Zeeland, Michigan 49464

Size: Approximately 0.72 acres

Basis of Eligibility

The property qualifies as "Eligible Property" under Act 381, on the basis of meeting the definition of a "Housing Property." Act 381 defines Housing Property, in part, as property on which one or more units of residential housing are proposed to be constructed. The Project will have a three-story mixed-use building with first floor commercial space and 2nd and 3rd floor residential units. Each of the 2nd and 3rd floor will consist of eleven 1-bedroom units ranging in size from 693 sq. ft. to 845 sq. ft. Of the twenty-two total units, six of the units will be capped with controlled rents for affordable housing during the life of the Brownfield Plan. The six one-bedroom units will be targeted towards individuals and families earning 80% of the AMI. All six units will be capped at MSHDA approved rates for 80% AMI of Ottawa County for the life of the plan (estimated at 30 years).

Pursuant to Section 2(o)(ii) of Act 381, the Housing Property must be "located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan." The Project meets these criteria based on the following:

- A recent study completed by the Upjohn Institute (Upjohn) for Ottawa County, revealed that since 2009, the number of new homes being built in Ottawa County has jumped from around 30 to more than 120 in 2017. This number continues to grow as the County continues to grow. New housing stock will provide housing opportunities that don't require major repairs to maintain safe living conditions. The Project meets this need.
- The demand for residential units among all income levels is vast for Ottawa County at over 3,000 over the

next five years, as outlined in the 2021 Ottawa County Housing Needs Assessment Update. The Project meets this need.

- Job Growth Data: Both seasonal and year-round employment have grown in the last three years. According to the Bureau of Labor Statistics, jobs in Ottawa County jumped by nearly 4,800 from 2021 to 2022, and almost 6,000 the previous year. Growth over a 10-year period was about 15%, from 111,300 jobs in 2013 to 131,099 jobs in 2023. Ottawa County is back to pre-pandemic job levels, and the number of jobs has increased three years in a row and on average over the past 10 years.

Jobs and Labor Force Growth 2018–2022
(Bureau of Labor Statistics, annual reports)

Jobs in 2022	131,099
Jobs in 2021	126,300
Jobs in 2020	120,000
Jobs in 2019	128,600
Jobs in 2018	125,900

Relevant housing data from the sources above is provided in Attachment C. MSHDA’s Total Housing Subsidy Site-Specific Calculation demonstrating Project congruence with meeting specific housing needs is provided in Attachment D.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to be Paid for with Tax Increment Revenues

This Plan has been developed to reimburse eligible brownfield costs incurred by the Developer and City to support the revitalization of underutilized land within the City of Zeeland’s DDA boundaries for new affordable housing that meets community needs. New local and state tax increment revenues will be captured for reimbursement of eligible expenses, following approval of this Brownfield Plan and a MSHDA Act 381 Work Plan. Base local and state taxes associated with the Property will continue to be levied and distributed to local and state taxing jurisdictions. No local debt or special assessment taxes will be captured to reimburse eligible activity costs. Eligible activities must benefit “income qualified households,” defined in Act 381 Section 2(z) as “a person, a family, or unrelated persons living together, whose annual household income is not more than 120% of the area median income.”

The total cost of eligible activities, including contingencies, is anticipated to be \$2,671,900, described below in Section 2.2 and summarized Table 1. The City may elect to capture TIR for up to 5 full years after all eligible activities are reimbursed or 30 years for the Local Brownfield Revolving Fund (LBRF).

The Developer and City eligible activities include pre-approved assessment activities, demolition activities, infrastructure improvements, site preparation and housing gap activities identified as a specialized basement for the building, ADA accessibility measures and a boiler system for the snow melt system for the City of Zeeland which will be housed at the Site.

2.2 Summary of Eligible Activities

2.2.1 Housing Development Activities

Housing development activities consist of demolition, infrastructure improvements and site preparation activities to support the development along with additional housing gap activities. This includes associated soft costs and contingency (15%) related to the infrastructure improvements and site preparation activities. No contingency was

calculated for the Additional Housing Gap Activities. A MSHDA Act 381 Work Plan will be pursued, and, upon approval, these costs will be reimbursed with school and non-school tax increment revenues.

2.2.3 *Brownfield Plan/Work Plan Preparation/Implementation*

Preparation and implementation of the Brownfield Plan and Act 381 Work Plan costs are estimated to be \$30,000.

2.2.4 *Authority Expenses*

Eligible administrative costs incurred by the Authority are included in this plan as an eligible expense at a flat fee of 5% of local tax capture. These expenses will be reimbursed with local tax increment revenues only.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2024 taxable value of \$131,300. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This Plan captures real property tax increment revenues and assumes a 2% annual increase in the taxable value of the Eligible Property.

Project activities will commence in 2024. Completion of construction is expected in Winter 2025. Tax increment revenue collection will start within five years of the adoption of this plan and is anticipated to begin as early as 2026.

In addition to TIF, A Public Act 210 Commercial Rehabilitation Tax Abatement is being pursued for this redevelopment.

After the completion of the Project, the projected taxable value is estimated at \$1,900,000. Reimbursements will be made based on actual tax increment revenues. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2). The plan also includes a flat fee of 5% of the local tax increment for administrative and operating expenses of the Authority. A summary of the estimated reimbursement schedule in aggregate is presented in Table 3.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities contemplated under this Plan will be financed by the Developer and the City of Zeeland. Reimbursement of approved Developer eligible costs will conform to a Development and Reimbursement Agreement between the Developer and ZBRA. TIF utilizing new local and state tax increment revenue from the Project will be the source of the reimbursement, as outlined in this Plan. No interest expenses will be reimbursed.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support the development of this Site, but such plans could be made in the future to assist in the development if the Authority so chooses.

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment revenue in 2026. It is anticipated that Developer and City reimbursement will be completed in 2055. Following Developer reimbursement, the City of Zeeland will be reimbursed for eligible activities. This plan does not intend for TIR capture for the ZBRA LBRF. An analysis showing the reimbursement schedule is attached in Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail in Table 3.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property

The Property is in the City of Zeeland, Ottawa County, Michigan, and consists of 1 parcel approximately 0.72 acres in size. The parcel ID number for the Property is below. A Site Map is attached as Figure 2. The legal description are as follows:

Parcel ID 70-17-18-356-063

PART OF LOTS 7, 8 & 9 BLK 2 COM AT SW COR LOT 9, TH N 0D 16M 06S W 146.91 FT, S 89D 37M 33S E 213.62 FT, TH S 0D 58M 11S W 146.53 FT ALG E LI OF LOT 7, TH N 89D 43M 36S W 210.45 FT TO BEG. KEPPEL'S ADD

The Property qualifies as Eligible Property under Act 381 on the basis of meeting the definition of a "Housing Property."

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this Property, thus no residents, families, or individuals will be displaced by the Project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the Eligible Property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the Eligible Property. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside on the Eligible Property. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

No information is required.

Figure 1

Location Map

Figure 2

Site Map

LEGEND

 Approximate Property Boundary

Washington Ave

E Washington Ave

Macatawa Bank

N State St

AT&T Service Building

70-17-18-356-063

Dekker Huis Museum

V Main Ave

E Main Ave

S State St

North Street Christian Reformed Church



Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

17 East Main, LLC
Main St & State St, Zeeland, MI

Brownfield Plan

PROJECT NO.
240751

FIGURE NO.

2



SITE MAP

NORTH  FEET

DATA SOURCES: ESRI HYBRID REFERENCE LAYER & MISAIL IMAGERY.

Table 1

Summary of Eligible Costs

Table 1 – Summary of Eligible Costs
 Act 381 Brownfield Plan
 17 E Main, LLC Redevelopment

MSHDA Eligible Activities Costs and Schedule

MSHDA Housing Development Eligible Activities	Cost	Eligible Party for Reimbursement	Completion Season/Year
Demolition	\$ 51,000		
<i>Pre-Demolition Survey</i>	\$ 3,000	Developer	Winter 2023
<i>Building Demolition</i>	\$ 48,000	Developer	Winter 2023
Infrastructure Improvements to Support Housing*	\$ 239,500		
<i>Sidewalks</i>	\$ 11,000	Developer	Fall 2024
<i>Curb and Gutter</i>	\$ 42,000	Developer	Fall 2024
<i>Landscaping/Irrigation</i>	\$ 21,500	Developer	Fall 2024
<i>Parking Lot (Public use)</i>	\$ 50,000	Developer	Fall 2024
<i>Utility Upgrades (water main, storm sewer, sanitary sewer, electric)</i>	\$ 75,000	Developer	Fall 2024
<i>Soft Costs associated with Infrastructure Activities</i>	\$ 40,000	Developer	Fall 2024
Site Preparation*	\$ 46,500		
<i>Grading and Land Balancing</i>	\$ 25,000	Developer	Fall 2024
<i>Temporary Erosion Control</i>	\$ 1,500	Developer	Fall 2024
<i>Temporary Site Control</i>	\$ 5,000	Developer	Fall 2024
<i>Surveying and Staking</i>	\$ 5,000	Developer	Fall 2024
<i>Soft Costs Associated with Site Preparation Activities</i>	\$ 10,000	Developer	Fall 2024
Additional Housing Gap Activities	\$ 2,262,000		
<i>Specialized Basement to Accommodate Housing and City Needs</i>	\$ 52,000	Developer	Fall 2024
<i>Elevator and ADA Accessibility for Housing Units</i>	\$ 180,000	Developer	Fall 2024
<i>Soft Costs related to Housing Units</i>	\$ 30,000	Developer	Fall 2024
<i>New Steam Boiler System for Snow Melt on Sidewalks to Support the Housing Needs</i>	\$ 2,000,000	City of Zeeland	2024/2025
MSHDA Eligible Activities Subtotal	\$ 2,599,000		
Contingency (15%)*	\$ 42,900	Developer	
Brownfield Plan/Work Plan Preparation	\$ 15,000	Developer	
Brownfield Plan/Work Plan Implementation	\$ 15,000	Developer	
MSHDA Eligible Activities Total Costs	\$ 2,671,900		

Table 2

Total Captured Incremental Taxes Estimates

Table 2- Estimate of Total Incremental Taxes Available for Capture

17 E Main, LLC Redevelopment

	1	2	3	4	5	6	7	8	9	10
Plan Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
Estimated Taxable Value (TV) Increase Rate: 2%										
Calendar Year										
Base Taxable Value	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300
Estimated New TV	\$ 1,900,000	\$ 1,938,000	\$ 1,976,760	\$ 2,016,295	\$ 2,056,621	\$ 2,097,754	\$ 2,139,709	\$ 2,182,503	\$ 2,226,153	\$ 2,270,676
Incremental Difference (New TV - Base TV) ¹	\$ 1,768,700	\$ 1,806,700	\$ 1,845,460	\$ 1,884,995	\$ 1,925,321	\$ 1,966,454	\$ 2,008,409	\$ 2,051,203	\$ 2,094,853	\$ 2,139,376
School Capture										
Millage Rate										
State Education Tax (SET)	6.00000									
School Operating Tax	18.00000									
School Total	24.00000									
Local Capture										
Millage Rate										
County Parks	0.31630									
County Roads	0.47670									
Mental Health	0.28590									
County E-911	0.41950									
Zeeland Operating	11.13540									
Zeeland Airport Authority	0.09930									
Zeeland School B&S	0.98020									
Zeeland School Rec	0.50000									
Ottawa County ISD	6.15460									
County Operating	3.90000									
Local Total	24.2679									
Non-Capturable Millages										
Millage Rate										
Zeeland School Debt	7.45000									
Total Non-Capturable Taxes	7.45000									

Total Tax Incremental Revenue (TIR) Available for Capture	\$ 85,371	\$ 87,206	\$ 89,076	\$ 90,985	\$ 92,931	\$ 94,917	\$ 96,942	\$ 99,007	\$ 101,114	\$ 103,263
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¹ Assumes 1% annual increase for inflation

Notes:

Table 2 assumes incremental annual investment with project completion in 2024.

For the purpose of Table 2 the new taxable value is estimated based on conversations with the assessor

No local tax capture through 2033 shown due to an proposed PA 210 tax abatement

Table 2- Estimate of Total Incremental Taxes Available for Capture

17 E Main, LLC Redevelopment

Estimated Taxable Value (TV) Increase Rate:

	11	12	13	14	15	16	17	18	19	20	21	22
Plan Year	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Calendar Year	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047
Base Taxable Value	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300
Estimated New TV	\$ 2,316,089	\$ 2,362,411	\$ 2,409,659	\$ 2,457,853	\$ 2,507,010	\$ 2,557,150	\$ 2,608,293	\$ 2,660,459	\$ 2,713,668	\$ 2,767,941	\$ 2,823,300	\$ 2,879,766
Incremental Difference (New TV - Base TV) ¹	\$ 2,184,789	\$ 2,231,111	\$ 2,278,359	\$ 2,326,553	\$ 2,375,710	\$ 2,425,850	\$ 2,476,993	\$ 2,529,159	\$ 2,582,368	\$ 2,636,641	\$ 2,692,000	\$ 2,748,466
School Capture												
Millage Rate												
State Education Tax (SET)	\$ 6.00000	\$ 13,109	\$ 13,387	\$ 13,670	\$ 13,959	\$ 14,254	\$ 14,555	\$ 14,862	\$ 15,175	\$ 15,494	\$ 15,820	\$ 16,152
School Operating Tax	\$ 18.00000	\$ 39,326	\$ 40,160	\$ 41,010	\$ 41,878	\$ 42,763	\$ 43,665	\$ 44,586	\$ 45,525	\$ 46,483	\$ 47,460	\$ 48,456
School Total	\$ 24.00000	\$ 52,435	\$ 53,547	\$ 54,681	\$ 55,837	\$ 57,017	\$ 58,220	\$ 59,448	\$ 60,700	\$ 61,977	\$ 63,279	\$ 64,608
Local Capture												
Millage Rate												
County Parks	\$ 0.31630	\$ 691	\$ 706	\$ 721	\$ 736	\$ 751	\$ 767	\$ 783	\$ 800	\$ 817	\$ 834	\$ 851
County Roads	\$ 0.47670	\$ 1,041	\$ 1,064	\$ 1,086	\$ 1,109	\$ 1,133	\$ 1,156	\$ 1,181	\$ 1,206	\$ 1,231	\$ 1,257	\$ 1,283
Mental Health	\$ 0.28590	\$ 625	\$ 638	\$ 651	\$ 665	\$ 679	\$ 694	\$ 708	\$ 723	\$ 738	\$ 754	\$ 786
County E-911	\$ 0.41950	\$ 917	\$ 936	\$ 956	\$ 976	\$ 997	\$ 1,018	\$ 1,039	\$ 1,061	\$ 1,083	\$ 1,106	\$ 1,129
Zeeland Operating	\$ 11.13540	\$ 24,329	\$ 24,844	\$ 25,370	\$ 25,907	\$ 26,454	\$ 27,013	\$ 27,582	\$ 28,163	\$ 28,756	\$ 29,360	\$ 30,605
Zeeland Airport Authority	\$ 0.09930	\$ 217	\$ 222	\$ 226	\$ 231	\$ 236	\$ 241	\$ 246	\$ 251	\$ 256	\$ 262	\$ 273
Zeeland School B&S	\$ 0.98020	\$ 2,142	\$ 2,187	\$ 2,233	\$ 2,280	\$ 2,329	\$ 2,378	\$ 2,428	\$ 2,479	\$ 2,531	\$ 2,584	\$ 2,639
Zeeland School Rec	\$ 0.50000	\$ 1,092	\$ 1,116	\$ 1,139	\$ 1,163	\$ 1,188	\$ 1,213	\$ 1,238	\$ 1,265	\$ 1,291	\$ 1,318	\$ 1,374
Ottawa County ISD	\$ 6.15460	\$ 13,447	\$ 13,732	\$ 14,022	\$ 14,319	\$ 14,622	\$ 14,930	\$ 15,245	\$ 15,566	\$ 15,893	\$ 16,227	\$ 16,568
County Operating	\$ 3.90000	\$ 8,521	\$ 8,701	\$ 8,886	\$ 9,074	\$ 9,265	\$ 9,461	\$ 9,660	\$ 9,864	\$ 10,071	\$ 10,283	\$ 10,719
Local Total	\$ 24.2679	\$ 53,020	\$ 54,144	\$ 55,291	\$ 56,461	\$ 57,653	\$ 58,870	\$ 60,111	\$ 61,377	\$ 62,669	\$ 63,986	\$ 66,699
Non-Capturable Millages												
Millage Rate												
Zeeland School Debt	\$ 7.45000	\$ 16,277	\$ 16,622	\$ 16,974	\$ 17,333	\$ 17,699	\$ 18,073	\$ 18,454	\$ 18,842	\$ 19,239	\$ 19,643	\$ 20,476
Total Non-Capturable Taxes	\$ 7.45000	\$ 16,277	\$ 16,622	\$ 16,974	\$ 17,333	\$ 17,699	\$ 18,073	\$ 18,454	\$ 18,842	\$ 19,239	\$ 19,643	\$ 20,476

¹ Assumes 1% annual increase for inflation

Total Tax Increment Revenue (TIR) Available for Capture \$ 105,455 \$ 107,691 \$ 109,972 \$ 112,298 \$ 114,671 \$ 117,091 \$ 119,559 \$ 122,077 \$ 124,645 \$ 127,265 \$ 129,937 \$ 132,663

Notes:

Table 2 assumes incremental annual investment with pro completion in 2024.

For the purpose of Table 2 the new taxable value is estimated based on conversations with the assessor

No local tax capture through 2033 shown due to an proposed PA 210 tax abatement

Table 2- Estimate of Total Incremental Taxes Available for Capture

17 E Main, LLC Redevelopment

Estimated Taxable Value (TV) Increase Rate:											
	23	24	25	26	27	28	29	30	TOTAL		
Plan Year	2048	2049	2050	2051	2052	2053	2054	2055			
Calendar Year	2048	2049	2050	2051	2052	2053	2054	2055			
Base Taxable Value	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$ 131,300	\$	\$	\$
Estimated New TV	\$ 2,937,361	\$ 2,996,109	\$ 3,056,031	\$ 3,117,151	\$ 3,179,494	\$ 3,243,084	\$ 3,307,946	\$ 3,374,105	\$	\$	\$
Incremental Difference (New TV - Base TV) ¹	\$ 2,806,061	\$ 2,864,809	\$ 2,924,731	\$ 2,985,851	\$ 3,048,194	\$ 3,111,784	\$ 3,176,646	\$ 3,242,805	\$	\$	\$
School Capture											
State Education Tax (SET)	\$ 16,836	\$ 17,189	\$ 17,548	\$ 17,915	\$ 18,289	\$ 18,671	\$ 19,060	\$ 19,457	\$	\$	\$
School Operating Tax	\$ 50,509	\$ 51,567	\$ 52,645	\$ 53,745	\$ 54,867	\$ 56,012	\$ 57,180	\$ 58,370	\$	\$	\$
School Total	\$ 67,345	\$ 68,755	\$ 70,194	\$ 71,660	\$ 73,157	\$ 74,683	\$ 76,240	\$ 77,827	\$	\$	\$ 1,755,368
Local Capture											
County Parks	\$ 888	\$ 906	\$ 925	\$ 944	\$ 964	\$ 984	\$ 1,005	\$ 1,026	\$	\$	\$
County Roads	\$ 1,338	\$ 1,366	\$ 1,394	\$ 1,423	\$ 1,453	\$ 1,483	\$ 1,514	\$ 1,546	\$	\$	\$
Mental Health	\$ 802	\$ 819	\$ 836	\$ 854	\$ 871	\$ 890	\$ 908	\$ 927	\$	\$	\$
County E-911	\$ 1,177	\$ 1,202	\$ 1,227	\$ 1,253	\$ 1,279	\$ 1,305	\$ 1,333	\$ 1,360	\$	\$	\$
Zeeland Operating	\$ 31,247	\$ 31,901	\$ 32,568	\$ 33,249	\$ 33,943	\$ 34,651	\$ 35,373	\$ 36,110	\$	\$	\$
Zeeland Airport Authority	\$ 279	\$ 284	\$ 290	\$ 296	\$ 303	\$ 309	\$ 315	\$ 322	\$	\$	\$
Zeeland School B&S	\$ 2,751	\$ 2,808	\$ 2,867	\$ 2,927	\$ 2,988	\$ 3,050	\$ 3,114	\$ 3,179	\$	\$	\$
Zeeland School Rec	\$ 1,403	\$ 1,432	\$ 1,462	\$ 1,493	\$ 1,524	\$ 1,556	\$ 1,588	\$ 1,621	\$	\$	\$
Ottawa County ISD	\$ 17,270	\$ 17,632	\$ 18,001	\$ 18,377	\$ 18,760	\$ 19,152	\$ 19,551	\$ 19,958	\$	\$	\$
County Operating	\$ 10,944	\$ 11,173	\$ 11,406	\$ 11,645	\$ 11,888	\$ 12,136	\$ 12,389	\$ 12,647	\$	\$	\$
Local Total	\$ 68,097	\$ 69,523	\$ 70,977	\$ 72,460	\$ 73,973	\$ 75,516	\$ 77,091	\$ 78,696	\$	\$	\$ 1,774,963
Non-Capturable Millages											
Zeeland School Debt	\$ 20,905	\$ 21,343	\$ 21,789	\$ 22,245	\$ 22,709	\$ 23,183	\$ 23,666	\$ 24,159	\$	\$	\$
Total Non-Capturable Taxes	\$ 20,905	\$ 21,343	\$ 21,789	\$ 22,245	\$ 22,709	\$ 23,183	\$ 23,666	\$ 24,159	\$	\$	\$ 544,896
Total Tax Increment Revenue (TIR) Available for Capture	\$ 135,443	\$ 138,278	\$ 141,171	\$ 144,121	\$ 147,130	\$ 150,199	\$ 153,330	\$ 156,523	\$	\$	\$ 3,373,808

¹ Assumes 1% annual increase for inflation

Notes:
 Table 2 assumes incremental annual investment with pro completion in 2024.
 For the purpose of Table 2 the new taxable value is estimated based on conversations with the assessor
 No local tax capture through 2033 shown due to an proposed PA 210 tax abatement

Table 3

Estimated Reimbursement Schedule

Appendix 1

Appendix 2

Appendix 3

Appendix 4

Appendix 5

Housing Next Housing Needs Assessment, Ottawa County Update 2021

Bowen National Research

https://www.housingnext.org/files/ugd/8dbec7_932f7ff01ac54ed4bab4251d7ce5ac4f.pdf

Appendix 6

Housing TIF Financing Gap Calculation - Multifamily Rental

BF Plan # of Years

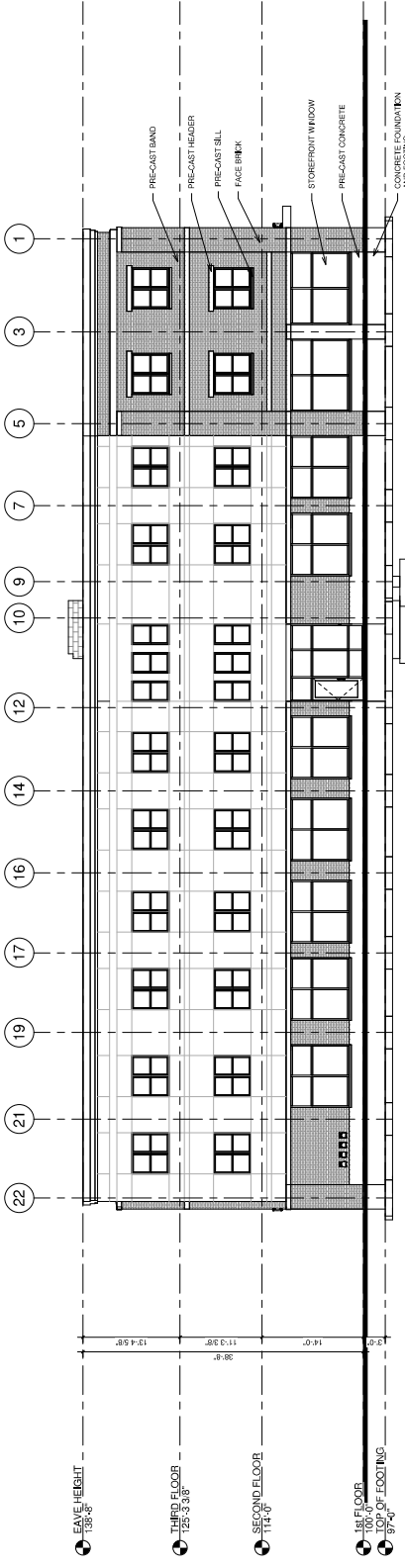
FORMULA	Location	Type	Control Rent	-	Project Rent	=	PRL	x	No. of Units	x	No. of Months	x	No. of Years	=	PRL GAP CAP	Per Unit
FMR	Ottawa County	1 Bedroom	\$ 2,788.00	- \$	1,500.00	=	\$ 1,288.00	x	6	x	12	x	30	=	\$ 2,782,080.00	\$ 463,680.00
															\$ 2,782,080.00	
															\$ 2,671,900.00	
															\$ (110,180.00)	\$ -

TOTAL Housing Subsidy

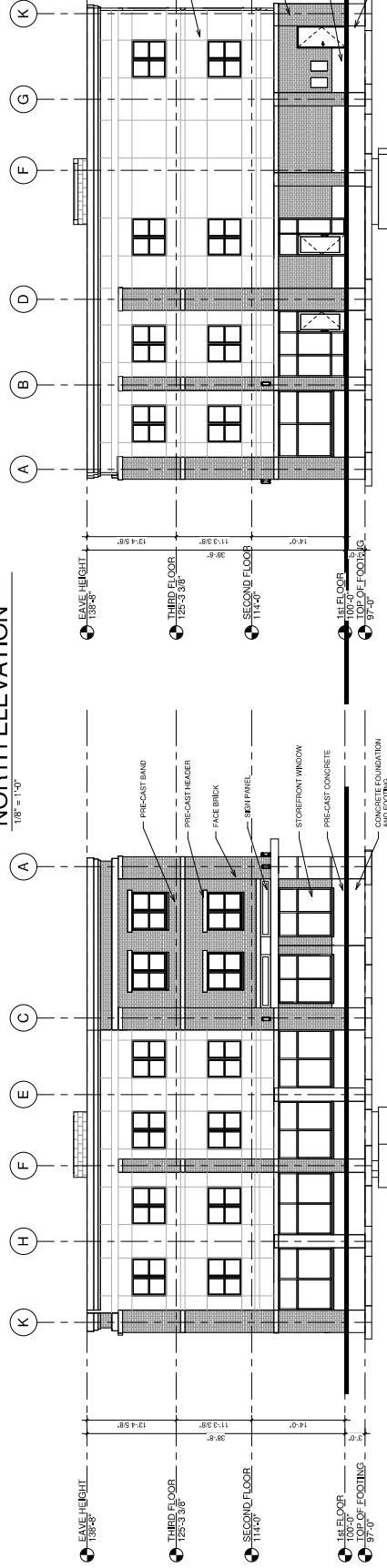
Approved BRA TIF Request

Appendix 7

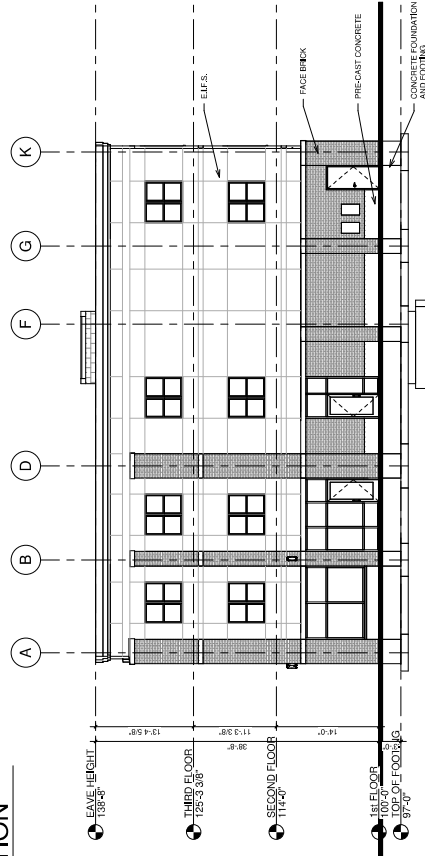




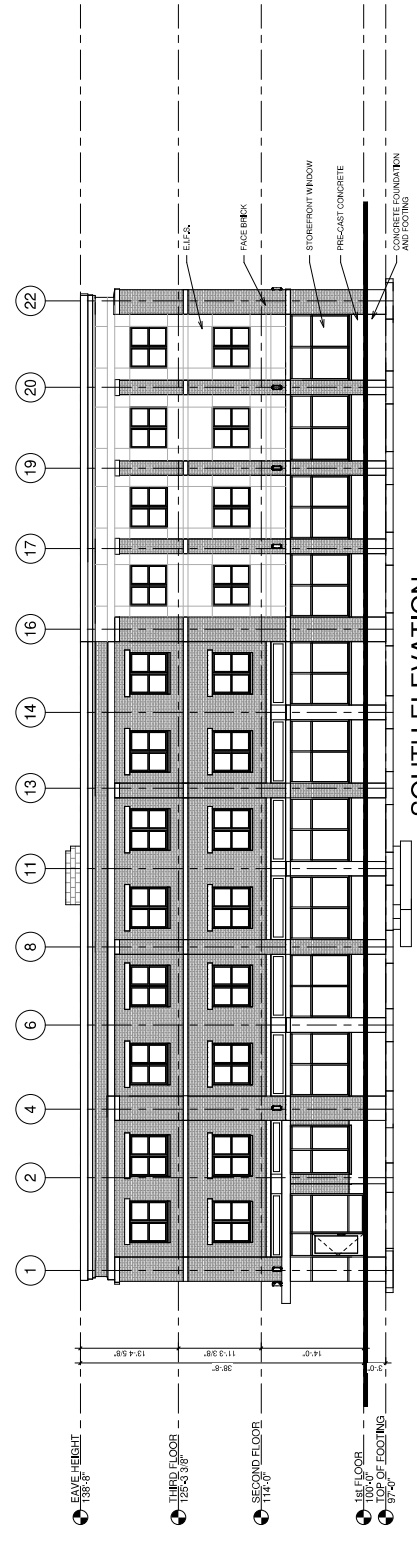
NORTH ELEVATION
 1/8" = 1'-0"



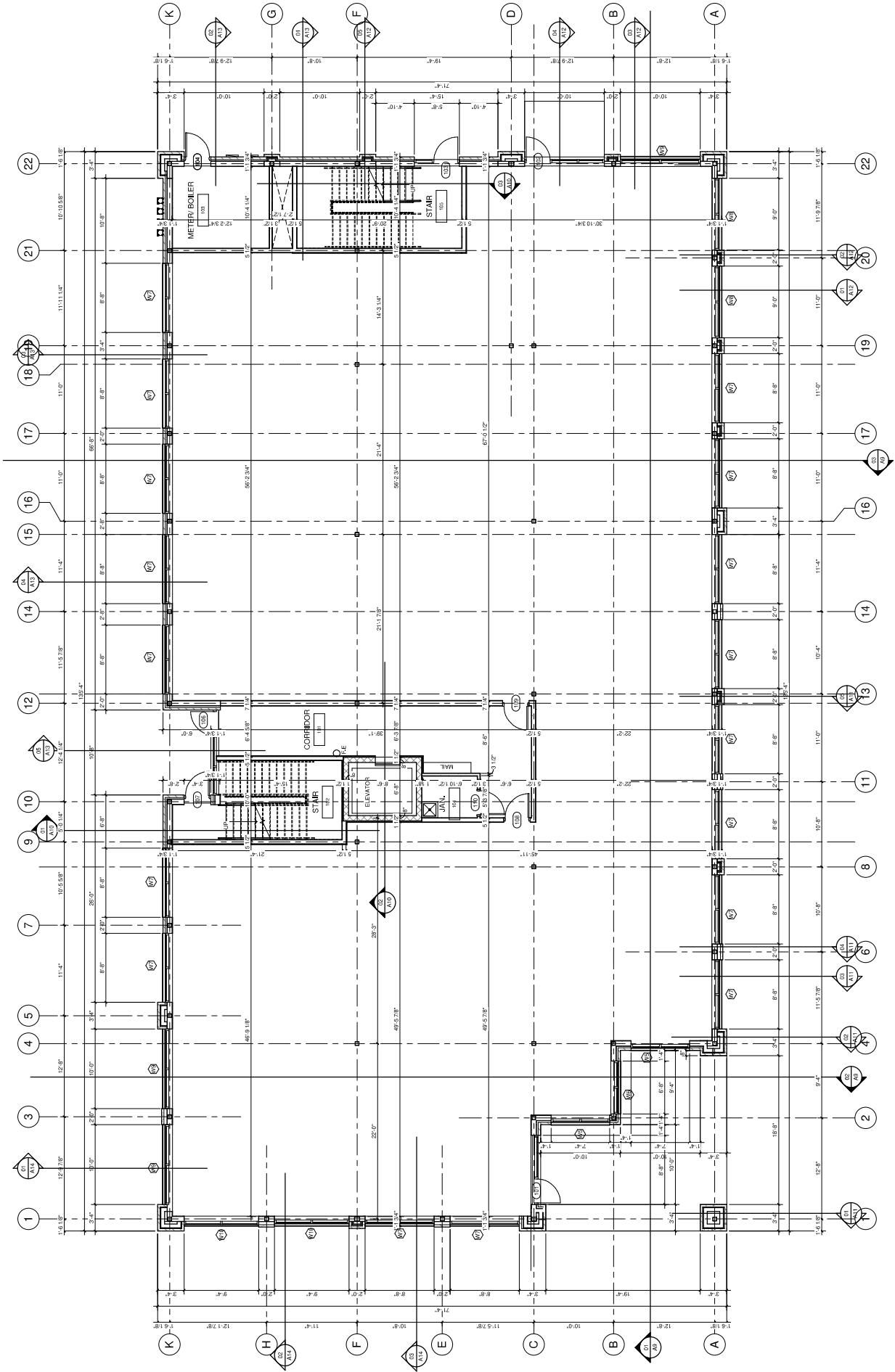
WEST ELEVATION
 1/8" = 1'-0"



EAST ELEVATION
 1/8" = 1'-0"

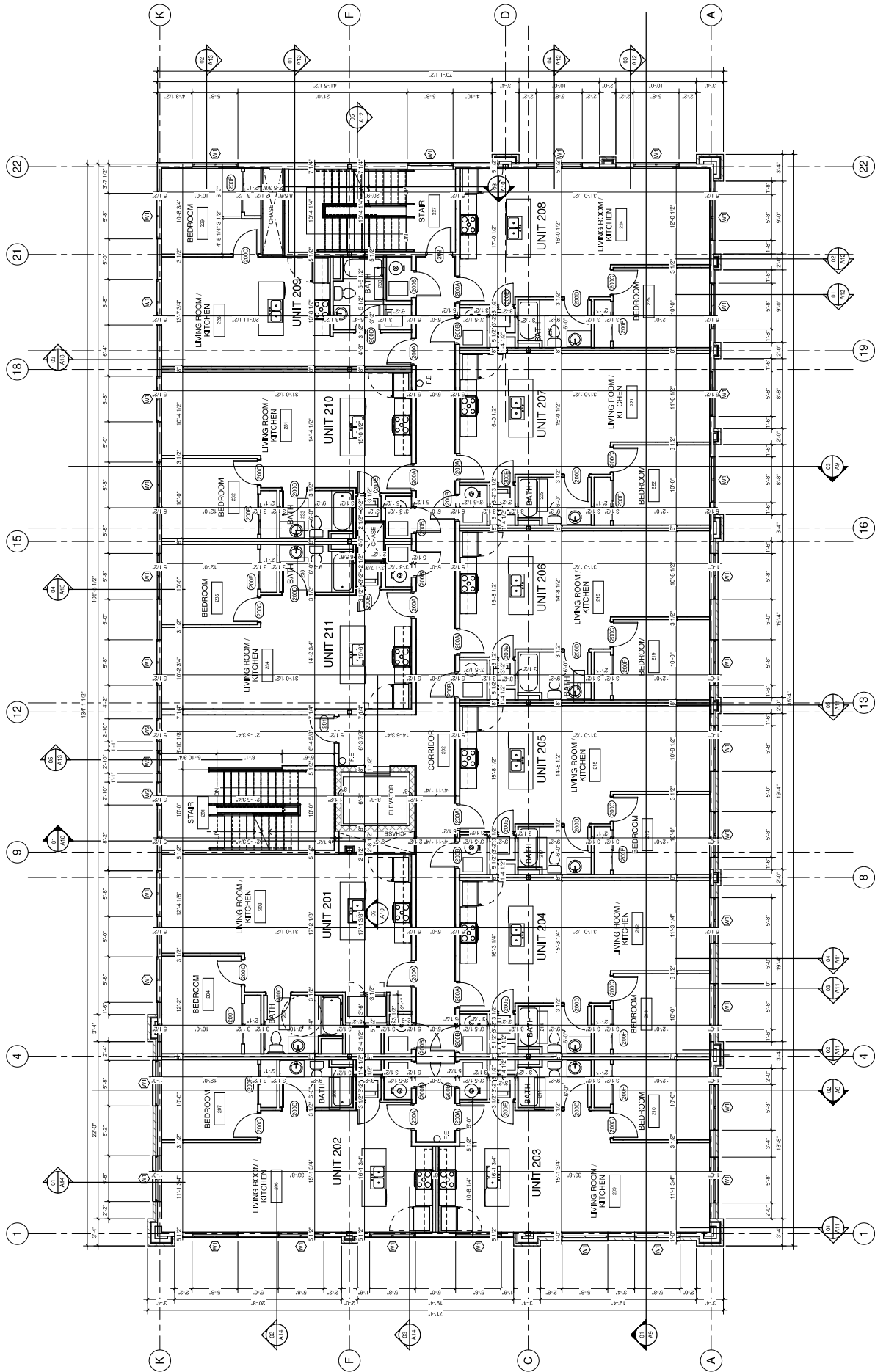


SOUTH ELEVATION
 1/8" = 1'-0"



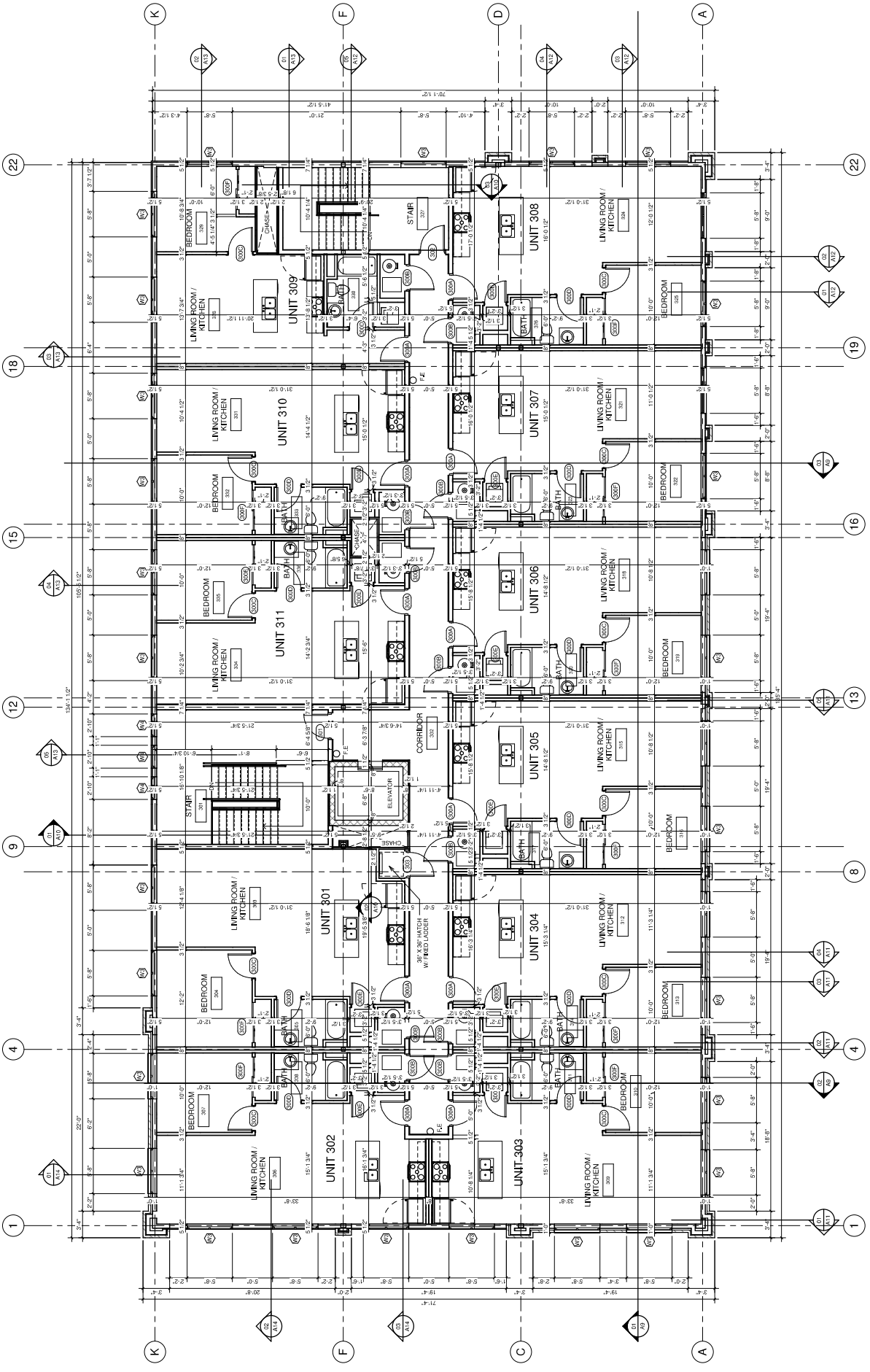
MAIN FLOOR PLAN
 3/16" = 1'-0"

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SECOND FLOOR
 3/16" = 1'-0"

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THIRD FLOOR
 3/16" = 1'-0"

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**RESOLUTION APPROVING AN AMENDMENT
TO THE
BROWNFIELD PLAN FOR 17 E MAIN, LLC**

City of Zeeland
Brownfield Redevelopment Authority

Minutes of a regular meeting of the Board of the City of Zeeland Brownfield Redevelopment Authority, County of Ottawa, State of Michigan, held in the City Hall on the 31st day of March, 2026, at 4:00 o'clock p.m., prevailing Eastern Time.

PRESENT: Members _____

ABSENT: Members _____

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, a Brownfield Plan was approved for 17 E Main, LLC by the Zeeland City Council on March 3, 2025 and it now proposed that such plan be amended to provide that certain costs be reclassified as being public infrastructure eligible activities;

AND WHEREAS, the proposed amendment to the March 3, 2025 Plan has been prepared pursuant to Act 381, Public Acts of Michigan, 1996 ("Act 381"), copies of which are on file with the Secretary of the City of Zeeland Brownfield Redevelopment Authority (the "Authority");

AND WHEREAS, the Authority is authorized to approve amendments to the Brownfield Plan and recommend amendments for approval to the City of Zeeland, County of Ottawa, State of Michigan (the "City").

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. Approval of Amended Brownfield Plan. The Board hereby adopts and approves the attached amended Brownfield Plan for 17 E Main, LLC and recommends the approval of the amendment to the Brownfield Plan by the City Council of the City.

2. Deliver Resolution and Amended Brownfield Plan to City. The Secretary of the Authority is directed to deliver a certified copy of this resolution and the amended Brownfield Plan to the City Clerk.

3. Disclaimer. By adoption of this resolution and approval of the amended Brownfield Plan, the Authority assumes no obligation or liability to the owner, developer or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this resolution and the amended Brownfield Plan. The Authority makes no guarantees or representations as to the determinations of the appropriate state officials regarding the ability of the owner, developer or lessor as to the ability of the Authority to capture tax increment revenues from the State and local school district taxes for the Amended Brownfield Plan, if applicable.

4. Repealer. All resolutions and parts of resolution in conflict with the provisions of this resolution are hereby repealed or amended to the extent of such conflict.

AYES: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

Timothy Klunder, Secretary

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of the City of Zeeland Brownfield Redevelopment Authority, County of Ottawa, State of Michigan, at a regular meeting held on March 31, 2026, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Timothy Klunder, Secretary