



CITY OF ZEELAND
City Council Work-Study Session
Agenda
City Hall – Council Chambers, 2nd Floor, 21 South Elm
May 18, 2026, 6:00 p.m.

DISCUSSION ITEMS:

1. Lakeshore Advantage Update
2. BPW SCADA Refresh Switch Award
3. 17 E Main Brownfield Plan Amendment #1 Resolution
4. JR Automation Brownfield Plan Resolution
5. BL 196 Beautification Plan Update
6. Collection of Unpaid Special Assessment Ordinance Amendment
7. Mural Package Award
8. 1st CRC Parking Easement Amendment
9. 2nd Reformed Parking Easement Amendment

UPCOMING BUSINESS:

OLD BUSINESS:

- Vacancies on Boards/Commissions:
- Board of Construction Appeals (1)
 - Brownfield Redevelopment Authority (1)
 - Nominating Commission (5)

ANNOUNCEMENTS:



CITY OF ZEELAND
City Council Regular Meeting
Agenda
City Hall – Council Chambers, 2nd Floor, 21 South Elm
May 18, 2026, 7:00 p.m.

CALL TO ORDER:

Invocation – Pastor Eric Barnes – Second Reformed Church
Pledge of Allegiance to the Flag
Excuse absent members (by motion and reason)
Approve additions/deletions to the Agenda
Consent Agenda (page 2)
Public Comment/Visitors
Communications
City Manager's Report

PUBLIC HEARING:

- **7:10 P.M. – 17 E Main Brownfield Plan Amendment #1**
- **7:15 P.M. – JR Automation Brownfield Plan**

ACTION ITEMS:

1. 17 E Main Brownfield Plan Amendment #1 Resolution
2. JR Automation Brownfield Plan Resolution
3. BPW SCADA Refresh Switch Award
4. Collection of Unpaid Special Assessment Ordinance Amendment
5. Visser Artwork License Agreement
6. Krista Arendsen Artwork Agreement
7. 1st CRC Parking Easement Amendment
8. 2nd Reformed Parking Easement Amendment

REPORTS FROM CITY COUNCIL MEMBERS

ANNOUNCEMENTS

CONSENT AGENDA

All items listed on the consent agenda are considered to be routine and will be enacted by one motion with a roll call vote. There will be no separate discussion of these matters unless a council member, a member of the administrative staff or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately in its normal sequence on the regular agenda.

1. Approve minutes of the City Council Work Study of May 4, 2026.
2. Approve minutes of the Regular City Council meeting of May 4, 2026.
3. Receive for information draft minutes of April 21, 2026, Board of Zoning Appeals meeting.
4. Receive for information draft minutes of May 7, 2026, Planning Commission meeting.
5. Receive for information **UPDATED** draft minutes of May 12, 2026, Board of Public Works meeting.
6. Ratify BPW Action #26.029 – Approve Cash Disbursements and Recommended Cash Transfers
7. **Ratify BPW Action #26.030 – Approve American Public Power Association DEED Grant Award – GIS Intern**
8. Ratify BPW Action #26.031 – Approve Power Plant Units 9 & 10 Motor Control Center Replacement Project
9. Ratify BPW Action #26.032 – Approve BPW Admin Office Overhead Door Replacement
10. Ratify BPW Action #26.033 – Approve Fiscal Year 26-27 Wage Scales and Wage Implementation Plan

Council Meeting
Common Council
May 4, 2026

The regular meeting of the Common Council was held at 21 S. Elm Street, Zeeland, MI 49464 on Monday, May 4, 2026. Mayor VanDorp called the meeting to order at 7:00 P.M.

PRESENT: Councilmembers - Mayor VanDorp, Mayor Pro-Tern Gruppen, Timmer, Lam, Langeland, Perkins, Bult
ABSENT: None

Staff Present: City Attorney Jim Donkersloot, City Manager Tim Klunder, Asst City Manager/Finance Director Kevin Plockmeyer, Fire/Rescue Chief Brad Deppe, Fire/Rescue Deputy Chief Mitch Harsevoort, and City Clerk Kristi DeVerney

The Invocation was offered by Pastor Jon Bosma from Bethel Christian Reformed Church. The Pledge of Allegiance to the Flag

Consent Agenda

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

1. Approve minutes of the City Council Work Study of April 20, 2026.
2. Approve minutes of the Regular City Council meeting of April 20, 2026.
3. Receive for information draft minutes of April 16, 2026, Planning Commission meeting.
4. Receive for information draft minutes of April 24, 2026, Clean Water Plant Tech Committee meeting.

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

Communications

- Zeeland Fire Rescue 2025 Annual Report

City Managers Report

City Manager Klunder reported:

Citizen's Academy – The Citizen's Academy will participate in week 4 of this year's academy on Wednesday, May 6 @ 5:45 p.m. The week 4 session will focus on our Public Safety Teams. They will meet at the Public Safety Building – 29 W. Main.

Planning Commission – The Planning Commission will hold their regular monthly meeting on Thursday, May 7 @ 5:45 p.m. Items on the agenda include a recommendation to vacate a portion of N. Division, north of E. Main. The Commission will also "kick-off" the Master Plan update.

Mead Johnson Site Plan – The Planning Commission will hold a special meeting on Monday, May 11 @ 6 p.m. at the Howard Miller Library/Community Center to review the site plan submittal from Mead Johnson.

Creekside Apartments – If Creekside Apartments seek to rebuild the building that was damaged by a fire, it would be eligible for Brownfield incentives. They would need to meet the eligibility criteria for having some of the units meet the income guidelines, but housing is now an eligible activity for Brownfield incentives.

Oath of Office

City Clerk DeVerney administered the Oath of Office to Fire/Rescue Chief Brad Deppe.

Public Hearing 7:15 p.m. – FY 2026/2027 Budget Hearing

Motion was made by Councilmember Timmer and Supported by Councilmember Bult to have Mayor VanDorp call the Public Hearing to order at 7:15 p.m. Motion carried. All voting aye.

Assistant City Manager/Finance Director Plockmeyer gave a power point presentation explaining the proposed budget revenues by source, a comparison to last year's revenue, increase in tax revenue, expenditures by function, and comparison to last year's expenditures and contingencies. Councilmembers expressed their gratitude for all the work that was put into the budget process by Plockmeyer and his staff.

Motion was made by Mayor Pro-Tem Gruppen and Supported by Councilmember Timmer to close the Public Hearing for the FY 26/27 Budget at 7:23 p.m. Motion carried. All voting aye.

Action Items

26.067 Snowmelt Operations Special Assessment Resolution #5

Motion was made by Mayor Pro-Tem Gruppen and Supported by Councilmember Timmer to adopt Snowmelt Special Assessment District Resolution No. 5 which adopts Special Assessment Roll No. 2026-1-SM for the operation and maintenance of a snowmelt system.

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

26.068 National Day of Prayer

Motion was made by Councilmember Timmer and Supported by Councilmember Bult to proclaim Thursday, May 7, 2026, as National Day of Prayer in the City of Zeeland, and to also allow signs for the event on City property.

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

26.069 303 E Main Ave RFP

Motion was made by Councilmember Lam and Supported by Councilmember Timmer to endorse the release of the 303 E Main Request for Proposals (RFP) and the proposed review process.

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

26.070 Downtown Parking Report 2026

Motion was made by Councilmember Langeland and Supported by Councilmember Lam to accept the Downtown Zeeland Parking Assistance Report (2026) and direct staff to proceed with implementation planning.

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

26.071 Fiscal Year 2027 Budget Resolution

Motion was made by Councilmember Perkins and Supported by Councilmember Langeland to approve the resolution to adopt the Fiscal Year 2027 Budget as presented.

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

26.072 Fiscal Year 2027 Rates and Fees Schedule Resolution

Motion was made by Councilmember Bult and Supported by Councilmember Lam to approve the resolution to adopt the Fiscal Year 2027 Rates and Fees Schedule as presented.

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

26.073 Water Utility Fee Schedule Resolution

Motion was made by Mayor Pro-Tem Gruppen and Supported by Councilmember Lam to adopt the updated Water Utility Fee Schedule, with an effective date of July 1, 2026.

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

26.074 Electric Utility Fee Schedule Resolution

Motion was made by Councilmember Timmer and Supported by Councilmember Lam to adopt the updated Electric Utility Fee Schedule, with an effective date of July 1, 2026.

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

26.075 FY 26-27 Wage Scales and Wage Implementation Plan

Motion was made by Councilmember Lam and Supported by Councilmember Bult to approve the FY 26-27 wage scale and the wage implementation plan to ensure that employees serving the City of Zeeland are compensated fairly and competitively.

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

26.076 City Manager Klunder Reappointment

Motion was made by Mayor VanDorp and Supported by Councilmember Langeland to appoint Timothy Klunder to the position of City Manager/City Superintendent subject to the terms of the City's original Employment Agreement with him, except as his compensation shall be amended at the time the compensation for all City employees is adjusted. Continuation in this office may be reviewed at any time and will be done so at least once per year.

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

26.077 Fire/Rescue Chief Deppe Reappointment

Motion was made by Mayor VanDorp and Supported by Councilmember Lam to appoint Brad Deppe to the position of Fire-Rescue Chief. Continuation in this office may be reviewed at any time and will be done so at least once per year.

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

26.078 Police Chief / Health Officer Jungel Reappointment

Motion was made by Mayor VanDorp and Supported by Councilmember Bult to appoint Timothy Jungel to the position of Police Chief/Health Officer. Continuation in this office may be reviewed at any time and will be done so at least once per year.

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

26.079 Treasurer / Finance Director and Assistant City Manager Plockmeyer Reappointment

Motion was made by Councilmember Langeland and Supported by Councilmember Lam to appoint Kevin Plockmeyer to the position of Treasurer/Finance Director and Assistant City Manager. Continuation in this office may be reviewed at any time and will be done so at least once per year.

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

26.080 Community Development Director / Assessor Maday Reappointment

Motion was made by Councilmember Perkins and Supported by Councilmember Timmer to appoint Timothy Maday to the position of Community Development Director/Assessor. Continuation in this office may be reviewed at any time and will be done so at least once per year.

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

26.081 City Clerk DeVerney Reappointment

Motion was made by Councilmember Bult and Supported by Councilmember Lam to appoint Kristi DeVerney to the position of City Clerk. Continuation in this office may be reviewed at any time and will be done so at least once per year.

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

26.082 Library / Community Center Director Hanson Reappointment

Motion was made by Mayor Pro-Tem Gruppen and Supported by Councilmember Bult to appoint Amanda Hanson to the position of Library/Community Center Director. Continuation in this office may be reviewed at any time and will be done so at least once per year.

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

26.083 City Attorney Donkersloot Reappointment

Motion was made by Councilmember Timmer and Supported by Councilmember Lam to appoint James Donkersloot to the position of City Attorney. Continuation in this office may be reviewed at any time and will be done so at least once per year.

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

26.084 BPW Utilities Manager / General Manager Reappointment

Motion was made by Councilmember Lam and Supported by Mayor Pro-Tem Gruppen to appoint Andrew Boatright to the position of BPW Utilities Manager/General Manager. Continuation in this office may be reviewed at any time and will be done so at least once per year.

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

26.085 Board of Construction Appeals Reappointment

Motion was made by Councilmember Langeland and Supported by Councilmember Perkins to reappoint Paul DeBoer to a 3-year term on the Board of Construction Appeals with said term expiring May 6, 2029.

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

26.086 Board of Zoning Appeals Reappointment

Motion was made by Councilmember Perkins and Supported by Mayor Pro-Tem Gruppen to reappoint Paul DeBoer to a 3-year term on the Board of Zoning Appeals with said term expiring May 4, 2029.

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

Reports from City Council Members

Mayor Pro-Tem Gruppen updated the City Council on the parade route for Memorial Day due to the construction on Church Street. Because the Memorial Day ceremony cannot be in the same location this year, they're hoping to honor the veterans at Second Reformed Church after the parade.

Mayor Pro-Tem Gruppen stated utility boxes have been damaged in her neighborhood and wanting to hold utility companies accountable for the cleanup before giving new permits.

On Central and Lee, barricades have been put up around the six-foot-deep sink hole under the asphalt. Charter or AT&T are aware of the situation. Councilmembers were appreciative for the fast response to keep the residents safe.

There being no further business, motion was made by Councilmember Timmer and Supported by Councilmember Langeland to adjourn the meeting at 7:45 P.M. Motion carried. All voting aye.

Mayor Richard Van Dorp III

City Clerk Kristi DeVerney

MEMORANDUM OF-STUDY SESSION
Zeeland City Hall Council Chambers Monday, May 4, 2026
5:45 P.M.

Mayor Pro-Tem Gruppen called the Study Session to order at 5:47 P.M.

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

ABSENT: None

Staff Present: City Attorney Jim Donkersloot, City Manager Tim Klunder, Asst City Manager/Finance Director Kevin Plockmeyer, Community Development Director Tim Maday, Marketing Director Abby deRoo, and City Clerk Kristi DeVerney

Snowmelt Special Assessment roll and Resolution No. 5

ACM Plockmeyer noted, at the City Council meeting on April 20, 2026, they held a public hearing to allow property owners to comment on the proposed operation and maintenance special assessment for the snowmelt system. No public comments were received either at the meeting or by other means.

Staff recommend approval of the special assessment per the resolution.

Endorsement of 303 E Main RFP

Marketing Director deRoo noted staff has prepared a Request for proposals (RFP) for the redevelopment of the City-owned property located at 303 E Main Avenue. The site occupies a prominent corner at Main Avenue and Centennial Street and represents a key gateway opportunity for continued investment and redevelopment within Zeeland's downtown district. Surrounded by the recent development of the Sligh Building to the east, the CitySide Middle School Property to the south and the development of the Generational Wealth Management corner to the southwest, the 303 E. Main property demands a high-profile, high-design development to tie these sites together and bridge the third and fourth blocks of downtown.

The intent of the RFP is to solicit development proposals for a high-quality, multi-story, mixed-use building that will contribute to downtown vitality, expand commercial opportunities, and introduce new residential and/or office space.

Staff are hopeful that the RFP process will identify a qualified development partner to redevelop the property in alignment with the Downtown Vision Plan and the City's broader economic development goals.

The RFP outlines a clear vision for redevelopment of the site, including:

- Development of a 2–3 story (up to 45') mixed-use building with active ground-floor commercial space and upper-floor residential or office uses.
- High-quality architectural design using durable materials and strong pedestrian orientation along Main Avenue.
- Integration with the surrounding downtown context and support continued downtown growth and walkability.
- Inclusion of a 600 sq. ft. space to accommodate the City's downtown snowmelt boiler system.
- Consideration of potential assemblage with adjacent properties, as available, to support a more impactful redevelopment opportunity.

The proposed process is as follows:

1. City Council Endorsement – Staff is seeking City Council’s endorsement to release the RFP.
2. RFP Distribution – Upon endorsement, the RFP will be distributed to targeted developers, posted on the City’s website, and shared with interested parties.
3. Proposal Review – Staff will review submitted proposals based on development experience, financial capacity, and alignment with City goals.
4. Board and Commission Review – The strongest proposal(s) will be forwarded to the Shopping Area Redevelopment Board (SARB) and Planning Commission for review and recommendation.
5. City Council Approval – Final developer selection and any associated agreements will be brought before City Council for consideration and approval.

The timeline for the RFP process is as follows:

- RFP Release (anticipated): May 2026
- Proposal Deadline: June 30, 2026
- Evaluation Period: July 2026

Updates will be provided throughout the process concerning a recommended development partner. If a suitable proposal is not received, this opportunity can be tabled until more favorable economic conditions surface or until a shift in vision is identified.

Mayor Pro-Tem Gruppen had concerns about the adjacent property owners being pressured into selling their properties. Community Development Director/Assessor Maday read the letter that was sent to the adjacent property owners explaining there may be developers contacting them. Those property owners have many options including continuing to live on their property, selling their property to developers, or selling their property to other residents.

Staff recommend City Council endorse the release of the 303 E Main Request for Proposals (RFP) and the proposed review process as outlined.

Downtown Parking Report 2026

Marketing Director deRoo stated that downtown Zeeland continues to experience reinvestment and growth, maintaining an effective and sustainable parking system is essential. In partnership with an informal Parking Working Group—comprised of members of the Shopping Area Redevelopment Board (SARB) and Planning Commission—City staff engaged parking consultant Rob Bacigalupi, AICP (Mission North, LLC), to evaluate current conditions and provide recommendations for future parking strategies following several recent City-initiated parking changes.

The intent was to validate current approaches and identify any overlooked opportunities. The report affirms that Zeeland provides a high level of parking service while also highlighting increasing demand driven by new development and downtown activity. Rather than identifying a single solution, the study emphasizes that long-term success will depend on continued proactive management and incremental

improvements aligned with the Downtown Vision Plan and broader community goals.

The report, dated March 16, 2026, has been reviewed by SARB and the Planning Commission and outlines the following recommended actions:

- Quick Actions, including improved signage and enforcement in municipal lots, targeted supply enhancements for unrestricted parking, and on-street striping to improve efficiency and encourage appropriate use.
- Midterm Strategies, such as exploring a residential permit program, assessing long-term management and fiscal capacity, and considering tools to charge for parking, like special assessments or payment-in-lieu-of-parking for new developments.
- Longer-Term Planning, including consolidation of parking assets and conducting a parking deck feasibility study to proactively plan for future growth.

From a downtown vitality and economic development standpoint, the Parking Working Group, SARB, Planning Commission, and staff believe these recommendations align with broader community goals and will continue to strengthen downtown. The report reinforces that long-term success will come through thoughtful management, education, enforcement, and strategic investment—not a single dramatic change.

Staff recommend City Council accept the Downtown Zeeland Parking Assistance Report (2026) and direct staff to proceed with implementation planning.

National Day of Prayer

The National Day of Prayer was created in 1952 by a joint Resolution of Congress and signed into law by President Harry S. Truman and in 1988, the law was unanimously amended by both the House and Senate and signed into law by President Ronald Reagan on Thursday, May 5, 1988, designating the first Thursday of May as a day of national prayer.

Staff recommend proclaiming Thursday, May 7, 2026, as National Day of Prayer in the City of Zeeland, and to also allow signs for the event on City property.

FY 2026/2027 Budget Resolution

ACM Plockmeyer noted in early May, each year, City Council holds a budget hearing to set its course for the next Fiscal Year. At Monday night's meeting, we will hold a public hearing for the Fiscal Year 2027 Budget. City Council will have the opportunity to approve it and the Fiscal Year 2027 Rates and Fees Schedule.

Staff recommend approving the resolution to adopt the Fiscal Year 2027 Budget and approve the resolution to adopt the Fiscal Year 2027 Rates and Fees Schedule.

Water and Electric Utility Fees Schedule Revisions

ACM Plockmeyer stated the resolutions propose updates to the Zeeland Board of Public Works (ZBPW) Water and Electric Utility Fee Schedules. These updates are intended to ensure that fees and charges associated with utility services remain aligned with the actual cost of providing service, while

maintaining fairness, transparency, and long-term financial stability.

As outlined in the resolutions, these fees are designed to recover costs associated with infrastructure investment, system maintenance, operations, and customer service activities, while allocating those costs equitably among system users.

Going forward, staff intend to incorporate a review of Water and Electric Utility Fees and Charges into the annual fiscal year budget development process. The Board of Commissioners approved these resolutions for City Council adoption at their April 14, 2026, regular meeting.

Staff recommend that City Council adopt the updated Water and Electric Utility Fee Schedule Resolutions, with an effective date of July 1, 2026.

FY 26-27 Wage Scales and Wage Implementation Plan

The Personnel Committee unanimously recommended that the city approve the proposed FY 26/27 wage scales (salary ranges) and the implementation plan associated with the wage scales. These plans were subsequently presented to City Council for information at their April 20, 2026, work/study session.

For FY 26–27, we performed an internal wage survey and assessment for each non-union job title. Market data was gathered from local, regional, and statewide municipalities, utilities, and similar private-sector organizations. This data established updated midpoints for each position, ensuring that the City’s wage scales remain fair, competitive, and aligned with the labor market.

Survey Results

- Movement from current FY 25–26 midpoints ranged from -30% to +24%.
- For midpoints lower than current FY 25–26 rates, no changes are recommended.
- For midpoints that increased, corresponding wage scale adjustments are recommended.
- A revised wage progression grid, removing the 3% across-the-board increase, is also recommended.

To ensure adjustments to wages in FY 26/27 are applied consistently, we propose the following implementation approach (per employee).

1. When applicable, a team member’s wage will increase by the greater of:
 - (a) the percent increase in their wage scale midpoint, or
 - (b) the calculated wage-scale penetration point (based on twenty years of service).

As in 2022, this movement is capped at 1% per year of service in the current position.

2. A performance adjustment will be applied (if eligible) according to the updated wage progression grid as of July 1, 2026.
3. For team members with at least one year of service in their current position who, after applying adjustments #1 and #2, would receive less than a 3% increase, a retention adjustment of 2%–3% will be provided (unless performance is unacceptable):
 - (a) Team members above the maximum of their pay scale will receive a one-time payment equal to 2% of base salary after July 1, 2026. This payment will not be

added to base wages.

(b) Team members whose pay falls within their pay scale will receive a 3% increase to base wages.

4. Any retention adjustment above 3% follows the Management Discretionary Policy.

The applicable provisions of the City's Salary Increase Plan (Appendix C of the Employee Handbook) for adjustments outlined in #3 and #4 above states "for team members Special compensation exceptions may occur based on exceptional performance over an extended period of service, a high desire of management to retain the employee, possession of special certifications and/or qualifications beyond the requirements of the position that are of value to the City, or a limited availability of workers in the appropriate labor market possessing the necessary skills and abilities for the position." "Advancement of an employee above the increases listed in the updated annual wage increase chart would be at the discretion of the City Manager or BPW General Manager. The total dollars available for these purposes in a given fiscal year would be determined by the Personnel Committee and approved by the BPW Board and/or by the City Council during the budget approval process." The dollar amounts projected under provisions #3 and #4 of this implementation approach are estimated at \$40,500 for the city and \$12,500 for the BPW and they have been included in the FY 26/27 budget.

If the recommended implementation plan is approved, it will result in projected overall wage increases (for existing team members) reflecting both wage scale adjustments and performance adjustments—of roughly 5% for FY 26–27. This percentage increase amount generates projected dollar amounts that are within the overall wage budgets (including proposed new positions) in the FY 26/27 budget.

Consistent with the recommendation of the Personnel Committee, city leadership recommends that City Council moves to approve the FY 26–27 wage scale and the wage implementation plan outlined above to ensure that employees serving the City of Zeeland are compensated fairly and competitively.

Staff Annual Appointments

City Manager Klunder noted, according to the City Charter, City Council needs to consider the reappointment of several positions within the City of Zeeland on an annual basis. With the advice and approval of the City Council, the Mayor appoints the Police Chief/Health Officer and Fire Chief. City Council appoints the City Manager on an annual basis.

In addition to the City Charter, the City Manager Ordinance calls for the City Manager to "recommend the reappointment, termination, and hiring of all employees, including department heads, in accordance with and subject to the personnel policies and the charter of the city (Sec. 2-85(7))." The annual appointments for department heads are as follows:

Kevin Plockmeyer	Treasurer/Finance Director and Assistant City Manager
Timothy Maday	Community Development Director/Assessor
DeVerney	City Clerk
Amanda Hanson	Library/Community Center Director

Per City Charter provision 7.3, City Council appoints the City Attorney. The proposed resolution recommends to reappoint Jim Donkersloot as the City Attorney.

The Board of Public Works makes a recommendation regarding the appointment of its General Manager. The Board is recommending the reappointment of Andrew Boatright to the position of BPW General Manager and Utilities Manager.

Reappointment to Board of Construction Appeals

The term of Paul DeBoer, on the Board of Construction Appeals, expires on May 6, 2026.

Staff recommend reappointing Paul DeBoer to a 3-year term on the Board of Construction Appeals with said term expiring May 6, 2029.

Reappointment to Board of Construction Appeals

The term of Paul DeBoer, on the Board of Zoning Appeals, expires on May 4, 2026.

Staff recommend reappointing Paul DeBoer to a 3-year term on the Board of Zoning Appeals with said term expiring May 4, 2029.

Closed Session

Motion was made by Councilmember Timmer and supported by Councilmember Langeland to enter into Closed Session at 6:37 P.M. for purposes of reviewing pending litigation. Motion carried by all voting aye.

City Council reconvened from Closed Session at 6:49 p.m.

There being no further items to discuss, Work Study was adjourned at 6:49 P.M.

Kristi DeVerney, City Clerk



**CITY OF ZEELAND
ZONING BOARD OF APPEALS MEETING MINUTES
COUNCIL CHAMBERS
21 SOUTH ELM STREET
APRIL 21ST 2026
6:00 PM**

The meeting was called to order at 6:00 PM

Present: Board Members Linda Mergener, Dave Stegink, Paul DeBoer, Lara Kovacs, and Scott Bartolomei.

Absent: Board Member Rebecca Perkins.

Also Present: Zoning Administrator Timothy Maday, City Attorney Jim Donkersloot, and Recording Secretary Nadine Garza

Board members recited the Pledge of Allegiance.

Public Hearing for Dimensional Variance Request at 113 S Centennial St. – Blair Dewitt

Maday reviewed the application for a dimensional/non-use variance for 113 S. Centennial St, Zeeland, MI. He explained that the subject parcel is an R-1 zoned interior lot measuring approximately 56.6 feet in width and 106 feet in depth, totaling 6,012 square feet, which is below the minimum lot width and area required in the R-1 district. The property currently contains a single-family dwelling, a 216-square-foot detached garage, and a 96-square-foot detached accessory building. Both accessory structures are considered nonconforming due to insufficient setbacks.

He noted that the applicant is proposing to demolish the existing nonconforming accessory structures and construct a new attached breezeway and single-stall garage on the rear (east) side of the dwelling.

Maday further explained that the City's R-1 district regulations require that when a garage or other structure is attached to the principal dwelling, it must meet the required setbacks for the principal building, including a minimum side yard setback of 10 feet and a rear yard setback of 25 feet. As proposed, the attached garage and breezeway would not meet these requirements, and the applicant is therefore requesting dimensional variances.

He also reviewed Section 3.201(8) of Volume II of the Zeeland City Code, which provides a narrow lot provision for parcels less than 70 feet in width. As the subject parcel is approximately 56.6 feet wide, this provision applies and allows for the construction of a connector structure and garage under reduced setback conditions, provided specific criteria are met. He noted that the proposed breezeway/connector structure meets the minimum required 7-foot side yard setback under this provision. However, the proposed attached garage would be set back 2 feet from the side property line, where a minimum of 3 feet is required, resulting in a 1-foot side yard variance request. Additionally, the proposed rear yard setback does not meet the required standard, necessitating further variance consideration.

Maday outlined the criteria for consideration of a dimensional/non-use variance, including the requirement to demonstrate practical difficulty. He reviewed relevant staff comments, including the parcel's substandard size, limitations in constructing an attached garage in compliance with current setback requirements, and submitted support from adjacent property owners. He also advised that the Board must determine whether the request meets the required standards and

take action in the form of a motion to approve or deny the application, with three affirmative votes required for approval.

Kovacs questioned whether the existing structure on the property qualifies as a single-stall garage. Maday stated that it is a single-stall garage.

Jim DeWitt of Hamilton, MI, explained that his daughter was unable to attend the meeting due to illness and that he would be representing her and her application for a dimensional/non-use variance for 113 S. Centennial Street.

- Moved by Mergener, supported by Stegink, to enter the application into the meeting minutes as part of the official record. All voted aye. Motion carried unanimously by voice vote.

DeWitt explained that his daughter is proposing to construct a garage with an attached breezeway to the home at 113 S. Centennial Street. He noted that the current placement of the house on the lot presents challenges when considering additions or modifications. DeWitt stated that they explored the option of constructing on the north side of the lot; however, this was not a feasible solution.

DeWitt further explained that the enclosed breezeway connecting the garage to the dwelling would provide convenient access from the vehicle to the home, particularly when carrying children or groceries. He also noted that the existing garage is not large enough to accommodate their sedan and has instead been used for storage since purchasing the property a few years ago.

Bartolomei questioned why the north side of the home was not considered a feasible option. DeWitt responded that relocating the driveway to the north side would require new concrete and the relocation of the air conditioning unit currently located on that side of the home, making the project not financially practical. He added that he believes his daughter would be unlikely to recoup the cost of the garage if the home were sold in the future.

Members discussed alternative approaches with DeWitt. Kovacs suggested that reorienting the garage so the doors face south could allow the applicant to meet setback requirements while still achieving their goal. However, DeWitt noted that a covered porch currently occupies that area, and that a large tree would need to be removed for this option to be feasible.

Mergener commented that if the proposed garage were shifted slightly to the north, it could provide additional room to reorient the garage so the doors face south. DeWitt responded that this option would significantly reduce the property's green space and eliminate an area currently used for outdoor seating, which the family considers a valuable and usable outdoor space.

- 6:25 PM Motion to close public hearing made by Mergener. Supported by Stegink. All voted aye. Motion carried unanimously by voice vote.

Members then reviewed the following submitted application:

1. That there are exceptional or extraordinary circumstances or conditions that apply to the property in question (Sec. 2.205 b 1)."

DeBoer noted that the property is a nonconforming lot, meaning it does not meet current zoning standards for new lots due to its dimensions. He explained that the lot is relatively shallow; At

approximately 15–16% shorter than other standard lots on the block, and stated that these conditions contribute to a hardship for the applicant.

Kovacs noted that the lot provides very limited options due to its smaller size and existing conditions, describing it as a unique and restrictive property given its narrow width and shallow depth; factors that cannot be changed.

DeBoer added that the proposal appears to be a practical improvement to the site rather than something excessive. He noted that the existing garage is not currently usable for vehicle storage and is instead being used for general storage.

Stegink commented that if the applicant were to consider a detached garage, it would comply with setbacks and all requirements. However, he understands the reasoning behind wanting to enclose a passageway between the home and proposed garage.

Bartolomei confirmed that it does not meet the current standards and requirements due to it being an attached structure.

"2. That if a variance is not granted, the applicant will be unable to enjoy substantial property rights and privileges similar to those possessed by others in the same zoning district and vicinity."

Maday noted that from a staff standpoint that based on a review of the survey and the location of the existing dwelling on the parcel, staff have not identified a location where an attached garage could be constructed in full compliance with applicable setback requirements. As a result, the ability to construct an attached garage on the property may be limited in comparison to other properties in the same zoning district that are able to accommodate attached garages in compliance with ordinance standards.

Mergener advised that the Board would be granting a large variance for the attached garage, noting that many properties throughout the City do not have attached garages. She added that the applicant could still meet the basic requirements by constructing a detached garage rather than an attached one.

Bartolomei confirmed that the property could be used in accordance with the ordinance with only a one-foot adjustment, provided the garage is constructed as a detached structure. All members agreed.

"3. Is there evidence that the reason(s) for this variance request goes beyond the possibility of increased financial return for the applicant?"

All members collectively agreed that there would be no significant financial gain to the applicant if the variance were granted.

"4. Will granting this variance be significantly detrimental to your adjacent neighbors and surrounding neighborhood?"

Kovacs commented that the neighborhood reflects a mix of bungalow-style homes and that the proposed project, if approved, would not negatively impact the overall character of the area. She noted that the proposal is modest in scale and appropriately reflects the limitations of the lot. She also observed that, given the narrow driveways and the addition of an attached garage, green space can be reduced quickly, which could otherwise lead to the need for additional variances. Overall, she expressed that the proposal, as presented, would not negatively impact the neighborhood.

"5. Will granting this variance harm the intent and purpose of this Ordinance?"

Mergener stated that the ordinance requirements could be met if the applicant chooses not to attach the garage. She noted that the intent of the ordinance is to provide clear standards for development, and that those standards could be satisfied with this application if a one-foot adjustment is granted and the garage is constructed as a detached structure.

Because the application proposes an attached garage, Mergener expressed concern that the Board would be overlooking a viable option to comply with the ordinance.

DeBoer commented in disagreement, stating that while he understands the purpose and intent of the ordinance and its guidelines, this is a modest and straightforward request. He noted that the proposal does not appear to harm the intent of the ordinance or negatively impact surrounding property owners. He further explained that ordinances are generally written with standard-sized lots in mind, and because this parcel is nonconforming, strict application of those standards does not necessarily align with the intent of the ordinance. Therefore, there would be no harm.

DeWitt noted that constructing a detached garage would consume a significant portion of the available green space and would create challenges when accessing and exiting the garage and driveway.

Maday added that, when considering the intent of the ordinance, factors such as light, ventilation, and spacing are often central to setback requirements. He explained that these standards are intended to ensure adequate light and airflow between structures, which are key considerations when evaluating setback-related variances.

"6. Has the immediate practical difficulty been caused by anything the applicant him- or herself has done?"

DeBoer questioned whether the home had been purchased within the past two years and if no alterations had been made since that time. DeWitt confirmed.

Maday noted for the members that two trees are not shown on the current drawing submitted with the application, which are located directly in an area where the Board had hypothetically discussed reorienting the garage to reduce the need for a variance.

Donkersloot noted that staff had sent notice to surrounding property owners within 305 feet of 113 S. Centennial Street, informing them of that evening's public hearing. He stated that no members of the public appeared in opposition to the application. Maday also referenced a petition of support submitted by neighboring property owners, indicating support for the application and proposed project.

Stegink referenced the recently constructed garage at 15 S. Wall Street, noting that a large two-stall detached garage was built at that location along the rear property line. He stated that a detached garage may be the best option for the applicant in order to remain in compliance with the ordinance.

DeWitt responded that shifting the proposed garage further north and to the rear would result in the removal of trees that are valued and used by both his daughter and neighboring property owners. He added that while it is generally easier to meet ordinance requirements on a conforming lot, the smaller size of this nonconforming parcel makes compliance more challenging, which is the basis for the variance request.

Motion 2026.02

Moved by DeBoer to approve the dimensional variance application for 113 S Centennial St seeking reduced setbacks for an attached garage and breezeway structure, citing the following findings in support of the variance:

1. The property has an unusual shape and physical characteristics that create a practical difficulty, specifically due to the smaller, nonconforming lot size.
 - a. There is an extraordinary situation related to the land, building, or structure, due to the limited dimensions of the parcel.
 - b. There is unusual use or development of immediately adjoining properties that contributes to the uniqueness of the situation.
2. The applicant would be unable to enjoy substantial property rights and privileges similar to those of other properties in the same zoning district and vicinity, given the smaller-than-standard lot size because owners of standard-sized lots can construct such structures.
3. The request is not driven by the possibility of increased financial return.
4. The variance would not be significantly detrimental to adjacent properties or the surrounding neighborhood.
5. The variance would not harm the intent and purpose of the ordinance.
6. The practical difficulty has not been caused by any action of the applicant as the arrangement existed prior to their purchase.

Supported by Stegink

Ayes: DeBoer

Nays: Mergener, Stegink, Bartolomei, Kovacs

Absent: Perkins.

Motion fails.

Bartolomei addressed DeWitt, stating that while the Board would like to grant the variance, they are obligated to apply the criteria outlined in the ordinance. He noted that the option to construct a detached garage remains available without the need for a variance.

Stegink recommended that the proposed garage be moved straight back and constructed three feet from the lot line as a detached structure.

DeWitt acknowledged the Board's decision, noting that exceptions have been made in the past. He concluded by stating that he understood the position the Board must take and expressed appreciation for their time and consideration of the application.

Kovacs stated that, due to the limitations of the lot, the Board is unable to grant the requested variance. She referenced the criterion regarding whether the applicant is afforded the same privileges as others in the neighborhood, noting that existing conditions on the property cannot be changed. Based on this, she concluded that the variance could not be supported.

-Moved by Stegink, supported by Mergener to approve the minutes of the February 17th, 2026 Zoning Board of Appeals Meeting. All voted aye. Motion carried unanimously by voice vote.

Additional Items

Maday noted that the City has received a site plan for the proposed modernization project at Mead Johnson, located at 725 E. Main Avenue, and indicated that the Board will likely see a

variance application related to this project in the near future. He added that the project must still undergo site plan review.

Maday explained that, while the Zoning Board of Appeals would typically review such an application first, staff; After consulting with Paul LeBlanc of PLB Planning, staff decided to reverse the order of review due to the scale of the project and anticipated public interest. This approach is intended to allow for a more comprehensive site plan review and provide an opportunity for public input.

-7:12 PM Moved by Stegink, supported by Mergener to adjourn. All voted aye. Motion carried unanimously by voice vote

Submitted by,

Nadine Garza
Recording Secretary

DRAFT



**CITY OF ZEELAND
PLANNING COMMISSION MEETING MINUTES
CITY HALL – 21 S ELM ST
MAY 7TH, 2026
5:45 PM**

-5:45 PM – Chairman Elhart called the meeting to order and requested a roll call of Planning Commissioners.

Present: Commissioners CJ Otteman, Rebecca Perkins, Daniel Klompmaker, Rick VanDorp, Tim Klunder and Chairman Bill Elhart.

Absent: Commissioners Bob Blanton and Sheri Holstege.

Also Present: City Attorney Jim Donkersloot, Zoning Administrator Timothy Maday, Master Plan Planning Consultant from Williams and Works Tanya DeOliveira, and Recording Secretary Nadine Garza.

- Moved by Klompmaker, Supported by Klunder to excuse absent members. Motion carried unanimously by voice vote.

Maday noted that Commissioner Cooper's term has recently expired and that she has advised she will not be seeking reappointment. He further reported that the City has released the RFP for 303 E. Main Avenue, formerly the "Main Street Auto" building, and noted that at least one prospective developer is hoping to submit an application.

Maday also shared that the projects at 17 E. Main Avenue are beginning to wrap up, with El Rancho currently awaiting its liquor license approval from the State, the beauty salon preparing to open, and a small retailer anticipated to occupy the remaining available space.

Request to vacate North Division St – Mead Johnson & Company, LLC

Maday stated that the Commission took action at its previous meeting directing the City Attorney to draft a resolution for the vacation of North Division Street. He further explained that, if adopted by the Commission, the resolution would then be forwarded to City Council for consideration.

Maday also noted that the City's traffic engineer did not identify any concerns with vacating the street, as North Division Street is bordered by properties owned by Mead Johnson & Company, LLC.

Motion 2026.06

Moved by Klompmaker to adopt the resolution recommending the vacation of North Division St. as requested by Mead Johnson & Company, LLC.

Supported by Perkins

Roll Call Vote on Motion 2026.06

Ayes: Otteman, Perkins, Klompmaker, VanDorp, Klunder and Chairman Bill Elhart.

Nays: None.

Absent: Blanton and Holstege.

Motion Passes.

Maday noted that staff had no new updates regarding roadside food stands.

He then introduced the City's new Master Plan planning consultant from Williams & Works, Tanya DeOliveria. Madya explained that Tanya will serve as the primary contact and lead consultant for the City's Master Plan rewrite. He also noted that she is currently leading Zeeland Township's Master Plan rewrite.

Tanya introduced herself and expressed her enthusiasm for working with the City of Zeeland on the project. She shared her strong ties to West Michigan and explained that the purpose of the meeting was to review the project timeline, provide an overview of the process, and gather feedback from Commissioners regarding their goals, priorities, and concerns for the Master Plan update.

Additionally, Tanya designated Tim Maday as the staff liaison who will coordinate communication between herself and the Planning Commission throughout the process. She then provided an overview of the Master Plan rewrite process, noting that completion of the project could take approximately 18 months. She explained that the timeline reflects the extensive review process with the Planning Commission, required public review periods pursuant to state statute, and the number of goals and objectives the City hopes to accomplish through the updated Master Plan.

Tanya added that her goal is to keep the project moving efficiently by meeting once per month or less, while also noting that the timeline remains flexible if Commissioners require additional time to review or discuss certain topics. She explained that she, along with another planner, will be responsible for preparing draft chapters of the Master Plan. These draft chapters will first be submitted to Tim and then included in the Planning Commission packets distributed the week prior to regularly scheduled meetings.

Tanya also reviewed what Commissioners can expect to see within the draft chapters and explained that Commissioners will have the opportunity to review the materials, provide comments, and discuss the information during their regular Planning Commission meetings.

Furthermore, Tanya highlighted that community engagement efforts will begin in the fall. She explained that this phase of the process will provide Commissioners with the opportunity to engage with, listen to, and communicate directly with members of the community. She noted that the City has elected to conduct an online survey, which will be reviewed by Commissioners prior to being distributed to the public.

Additionally, Tanya stated that two visioning workshops will be held as part of the engagement process. Commissioners will be responsible for determining which topics will be discussed and identifying who should be invited to participate in one or both meetings, whether stakeholders, residents, or members of the general public.

Once the engagement activities are completed, a draft report summarizing the findings will be prepared and incorporated into the Master Plan appendix. Tanya then continued reviewing the project timeline and procedural steps with the Commissioners. She also assured the Commission

that she and her team will ensure the Master Plan process and documentation remain in compliance with all applicable state requirements and the City's zoning code.

Once Tanya and her team have compiled all necessary information, they will prepare a formal draft document for the Planning Commission's review. If approved by the Planning Commission, the draft Master Plan will then be recommended to City Council for approval to release the document for the required sixty-three (63) day public review period.

Tanya further explained the review process to the Commissioners, noting that following the public comment period, the Planning Commission will have an additional opportunity to review the material and consider any feedback received from the public. The Commission will then conduct a final review of the Master Plan prior to making a recommendation to City Council for final adoption.

Maday noted that staff is supportive of Tanya's role with the City and emphasized the importance of creating a strong future land use map that clearly reflects the City's long-term vision, especially in areas where land use interpretations have varied throughout the community.

Tanya added that Zeeland Township is currently going through a similar Master Plan update process and expressed interest in exploring potential opportunities for collaboration with the City. She noted that there may be mutual benefits from both a land use and planning perspective if the two communities work together on certain aspects of the process. Tanya explained that any future collaboration would ultimately be determined by both municipalities, including what that partnership may look like moving forward.

Commissioners discussed a previous time when the City and Zeeland Township met annually to discuss shared topics and planning efforts. Over time, however, the meetings became lengthy and less productive, which eventually led to them no longer taking place. Commissioners expressed interest in restarting those conversations with Zeeland Township moving forward. They also discussed the possibility of reaching out to other neighboring municipalities to see if there may be interest in similar collaborative partnerships or ongoing planning discussions. Tanya confirmed that she would work with staff to help facilitate future conversations between the municipalities.

Tanya asked Commissioners to share any major concerns, challenges, opportunities, or goals they hope to address or explore throughout the Master Plan process.

Otteman noted his interest in the upcoming community workshops, explaining that he is eager to hear the public's vision for the Master Plan and see how those perspectives align with the vision of the Commission and the City.

Elhart added that he hopes the updated Master Plan will serve as a useful tool for staff moving forward. He also emphasized the importance of staff involvement throughout the process and expressed that he values staff input and perspective. Tanya and Maday confirmed that staff will remain actively involved in supporting both the Commission and the Master Plan process. Maday also noted that Abby DeRoo, Marketing Director and Shopping Area Redevelopment Board Staff Liaison, will be involved in the process as well, but was unable to attend the meeting due to a scheduling conflict.

Tanya also discussed the "Implementation Chapter," which is included at the end of the Master Plan process. She explained that throughout the process, she will be taking note of the topics, priorities, and concerns identified by Commissioners, including areas they feel should be addressed or explored further. These items will ultimately be incorporated into the Implementation Chapter as a type of action-oriented "to do list" intended to clearly outline the goals and priorities the Commission envisions for the future of the City of Zeeland.

Elhart noted that he would like to ensure the Zeeland Board of Public Works, along with the Zeeland Police and Fire Departments, have an opportunity to review the Master Plan and provide input throughout the process so that all departments are aligned in their understanding and goals.

Klompmaker then discussed how transitions between different land uses can sometimes create tension within neighborhoods, particularly when there is a lack of clear buffering or boundaries between use types. He further noted that he believes one of the Commission's current priorities is finding ways to create strong compatibility between neighboring land uses while continuing to address the ongoing need for housing. Klompmaker emphasized the importance of being intentional throughout the planning process and ensuring the City remains committed to the plans and goals it establishes.

Staff and Commissioners discussed their excitement about the opportunity to collaborate with Zeeland Township and the potential benefits such a partnership could bring to both communities. The discussion included how working together may be especially valuable as much of the City of Zeeland is already developed, creating an opportunity to think more collaboratively about future planning efforts and shared goals.

VanDorp questioned whether there may be an opportunity to involve Zeeland Public Schools, as well as Zeeland Christian Schools, in the Master Plan process. Tanya responded that the community engagement phase would be a great opportunity for Commissioners to utilize their connections within the community and noted that it would be appropriate for the Commission to reach out to the schools to inform them about the Master Plan rewrite and encourage their participation and input.

Additionally, Tanya mentioned that staff had been provided with a formal distribution list, which may already include the schools. She further explained that some communities have partnered with local schools to help promote community surveys and encourage greater public participation throughout the planning process.

Perkins added that she agreed housing and land use are among the most important topics for the Commission to focus on and emphasized how impactful the Master Plan process can be for shaping the future of the community.

Commissioners then discussed a desire to explore the possibility of installing a pedestrian bridge over the I-96 Business Loop. Maday noted that staff is currently working collaboratively with the MACC (Macatawa Area Coordinating Council) and members of the community on related discussions and planning efforts. He added that he would follow up with Tanya further regarding the topic.

Commissioners and Tanya then revisited discussion surrounding how the Master Plan and future land use map had been interpreted over the past year, noting that they had heard and observed many differing interpretations throughout the community. Tanya explained that the Master Plan rewrite process will include multiple opportunities for review and input from both the Planning Commission and the public. She added that the process presents a valuable opportunity to help realign community understanding, expectations, and long-term goals between residents and the City.

Tanya concluded by outlining her next steps related to research and data collection, noting that the information gathered would be brought back to the Commission for future review and discussion. She again reminded Commissioners to direct any comments, questions, or concerns through Maday, who will coordinate communication and forward information to her as needed. Tanya also expressed her excitement about working with the Commission throughout the process and helping develop a Master Plan that will serve as a valuable resource for both the City and its residents.

Maday reminded Commissioners of the upcoming special Planning Commission meeting scheduled for Monday, May 11, 2026, at 6:00 p.m. The meeting will be held at the Howard Miller Community Center, Les Hoogland Banquet Room, located at 14 S. Church St., Zeeland, MI 49464, to review the site plan application submitted by Mead Johnson & Company, LLC.

-Motion by Klompmaker to approve the Planning Commission meeting minutes from the February 5, 2026 meeting. Supported by Perkins. Motion carried unanimously by voice vote.

6:52 PM – Moved by Klompmaker, supported by Perkins, to adjourn. Motion carried unanimously by voice vote.

Nadine Garza
Recording Secretary

Regular Meeting
Board of Public Works
Water Warehouse
May 12, 2026

The regular meeting of the Board of Public Works Commission was held at the BPW Water Warehouse, 330 E. Washington, Tuesday, May 12, 2026. Chairperson Boerman called the meeting to order at 3:30 p.m.

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

ABSENT: Commissioners – Walters

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

Guests: Power Plant Employee Josh Mulder, Lakeshore Advantage Director of Business Retention & Attraction Ryan Ferrier

Motion was made by Commissioner Cooney and seconded by Commissioner Query to approve the minutes of April 14, 2026, Regular Meeting. Motion carried. All voting aye.

Public Comment

None.

Safety Minute

Don't overload your home caused by electrical failure or malfunction.

Lakeshore Advantage Update

Ryan Ferrier, Director of Business Retention & Attraction, gave an update on Lakeshore Advantage's Core Focus which includes the following:

- Grow – Includes primary employer retention, attraction, expansion assistance
- Plan – Includes entrepreneurial development & startup support
- Solve – Includes Strategic Initiatives & Long-Term Planning

Board members encouraged Lakeshore Advantage to communicate with the Career Line Tech Center future engineers as the pool for engineers is getting slim.

26.029 Approve Cash Disbursements and Recommended Cash Transfers

Motion was made by Commissioner Query and seconded by Commissioner VanAst to approve the March 2026 cash disbursements and the regular monthly transfers for the month of February 2026 as follows:

Cash and Investments as of: March 31, 2026

	<u>Electric</u>	<u>Water</u>
Receiving	\$ 4,122,358	\$ 533,043
Accumulated Debt Service (In Receiving Fund)	-	-
Plant Improvements and Contingencies	12,631,784	12,166,419
Bond and Interest Payment Reserve*	-	-
Totals	\$ 16,754,142	\$ 12,699,462

*Reserve required per electric and water revenue bond ordinances.

Recommended Transfers for the Month:

March-26

	<u>Electric</u>	<u>Water</u>
Receiving	(380,045)	(60,900)
Accumulated Debt Service	-	-
Plant Improvements and Contingency	322,400	60,900
General Fund (per charter provision)	57,645	-

Notes on Recommended Transfers:

1. The annual operating transfer for FY 25-26 from the Electric Fund to the General Fund is a combination of 1% of net fixed assets as of June 30, 2024, and 1% of gross sales, less sales tax, for the year ended June 30, 2024, less any franchise payments. The annual operating transfer is divided into twelve monthly payments.
2. Assumed carrying amounts (minimum) in Receiving accounts are established at approximately 10% of budgeted operating expenses, before depreciation.

Electric = 10% of \$ 37,423,451 or approximately \$ 3,742,345

Water = 10% of \$ 4,721,757 or approximately \$ 472,176

3. Further surpluses of \$322,400 in the Electric Fund and \$60,900 in the Water Fund are recommended for transfer to the Plant Improvements and Contingencies Reserve.

Motion carried. All voting aye.

Accounting, Finance & Customer Service Report

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

March 2026 Customer Metrics

- Overdue/Disconnect Notices = 217
- Active Accounts = 8,018
- Total Bills Sent = 8,087
- Paperless Bills = 2,818
- Pre-Authorized Payment Customers = 2,231
- Invoice Cloud = 3,116
 - Credit Card = 2,332
 - EFT = 784

February 2026 Customer Metrics

- Overdue/Disconnect Notices = 223
- Active Accounts = 8,002
- Total Bills Sent = 8,034
- Paperless Bills = 2,783
- Pre-Authorized Payment Customers = 2,258
- Invoice Cloud = 3,132
 - Credit Card = 2,351
 - EFT = 781

C&I Electric Meter Read Dates – We are continuing to move our C&I meters to an end of month billing date. We are hoping to have all the customers transitioned by the end of the month of May.

MPIA Insurance Renewals – We are continuing to work with Ken Bush on our 2027 Insurance Renewals through MPIA. As we have previously discussed with the Board, we are working with Ken to make sure we have the proper coverages for both the BPW and City recognizing that our structure is a bit different than that of Grand Haven Board of Light and Power.

Sprypoint – We are continuing to work through a few outstanding issues with the Sprypoint system, but overall, we feel that the transition has been a success. During the month of June, we will start to develop the backup for the monthly billing process as we only have one person on staff that can perform the billing functions for the organization. We feel that this is a vulnerability and we were waiting until we felt confident in the Sprypoint system before developing this internal backup. UFS is still working through the Electric Budget but, at first glance, did not identify any red flags. We will continue to update the Board on any future feedback from UFS.

Water Department Report

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

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

Transmission & Distribution Department Projects Update

Electrical Transmission & Distribution Manager Coots updated the Board on current activities including:

- City of Zeeland CWP Transformer Replacement
- Fairview Circuit Breaker Replacement
- City Undergrounding Projects
- Residential Subdivision Projects
- Outage Statistics

26.030 American Public Power Association DEED Grant Award – GIS Intern

Staff recommended that the \$4,000 plus up to \$1,000 in travel funds, to attend an applicable conference grant offered by the American Public Power Association's (APPA) Demonstration of Energy & Efficiency Developments (DEED) program, be accepted by the Board which it was. All voting aye.

Power Production and Buildings & Grounds Department Report

Power Supply & Market Operations Manager/Utilities Manager Designee Mulder updated the Board on activities, current operations status, and projects which include:

- Operations & Power Supply – March 2026
- Renewable Energy Credits (RECS): March 2026
- Projects & Department Updates
 - o Integrated Resource Plan (IRP) Update & Stakeholder Engagement Project
 - o MPPA BTMG Initiative
 - o Power Plant Natural Gas Main Replacement Project
 - o New Electric System Operator
 - o Seasonal Buildings & Grounds Staff
 - o Other Project – Capital Improvement Projects & Initiatives
- Buildings & Grounds
 - o BPW Office Remodel & Expansion Project
 - o General Facilities Work

26.031 Power Plant Units 9 & 10 Motor Control Center Replacement Project

The proposed project consists of replacing the Motor Control Centers (MCCs) for Units 9 and 10. The MCCs were installed with each generating unit, in 1971 for Unit 9 and 1974 for Unit 10. Replacement parts for these MCCs are becoming difficult to source, and the existing equipment does not provide the same level of safety

as modern gear. The proposed project includes replacement of the MCCs for both Units 9 and 10 in FY2027, whereas our CIP budget plan anticipated completing engineering in FY2026, Unit 9 in FY2027, Unit 10 in FY2028, and Unit 11 in FY2030. After meeting with contractors and discussing the project internally, staff determined that extensive engineering was not required, as this is primarily a like-for-kind replacement. Based on the bids received and the interconnected nature of Units 9 & 10, staff believe it is prudent to combine that work into a single project to avoid material cost escalation. There is presently less urgency regarding Unit 11 as it is the newest and upgrading the MCCs for Units 9 and 10 will provide an assortment of spare parts.

Description:

The scope of work includes removal and disposal of the existing MCCs, installation of the new MCCs, reconnection of the wiring for each motor controller, and replacement of the power distribution panel mounted adjacent to Unit 9 MCC. The incoming power for MCC 9 and 10 are presently connected to a common bus, so shutting down one MCC impacts both. Staff would like to install a main breaker in each MCC so that each generating unit can be independently isolated for maintenance activities. A quote to replace Unit 11 MCC was also requested for future planning purposes.

Bidder Name	Quote	Meets Specification	Comments
Parkway Electric	Unit 9: \$105,257 Unit 10: \$61,860 TOTAL: \$174,685 Factory startup included	Yes	Factory startup services included in price. Unit 11: \$88,555 will have a 15-30% increase if done later due to expected material cost increases.
Polarity Electric	Unit 9: \$94,785 Unit 10: \$58,270 TOTAL: \$153,055 Factory startup <i>NOT</i> included Est. \$168,975 w/ factory startup	Yes	Factory startup services quoted as optional \$23,880 for 3 MCCs (estimated at \$7,960 per MCC). Unit 11: \$77,115 will have a 13-26% increase if done later due to expected material cost increases. RECOMMENDATION
Town & Country Electric	No Bid		

Staff do not believe the additional cost for factory startup services (*estimated at \$7,960 per MCC*) is necessary based on the simplicity of the equipment, hard-wired NEMA motor starters. Staff recommend deferring that optional service to reduce costs.

Motion was made by Commissioner Cooney and seconded by Commissioner VanAst to approve awarding a contract totaling \$153,055.00 to Polarity Electric for the material and labor associated with the replacement of the two (2) Motor Control Centers serving Units 9 and 10, including the addition of a main breaker in each MCC and replacement of the power distribution panel adjacent to Unit 9 MCC. Staff further request including a contingency allowance of \$15,000 (approximately 10%), resulting in a total project budget of \$168.055.00.

Furthermore, staff recommend that a budget amendment of \$83,055.00 be made to the FY2027 CIP budget, increasing the total to \$168,055.00 to allow both MCC replacements to be completed concurrently rather than separately as outlined in the current six-year CIP plan. The requested budget remains below the combined total of \$185,000.00 previously budgeted for this scope of work stretching across FY2026 (\$25,000.00), FY2027 (\$85,000.00), and FY2028 (\$75,000.00).

As part of the BPW Office expansion and remodel project, staff identified the need to replace the seven (7) overhead garage doors that provide access to the warehouse truck bays, as the lower panels are exhibiting various levels of corrosion. Staff originally included funding for this expenditure during preparation of the project budget; however, it was removed from the final project scope because the need was not considered urgent. Staff anticipated that, if the overall project remained within or below budget, this expense could later be funded through a portion of the project contingency. As construction nears completion, staff anticipate the project will finish within budget, which is why this is being pursued at this time.

Quotes were requested from local commercial overhead door contractors, the results are summarized below.

Bidder	Bid Specifications	Bidder Location	Bid Amount	Notes
Compaan Door & Operator	Material & Installation for (7) Insulated Overhead Doors & Windows Removal & Disposal	Holland, MI	\$28,033.00	Recommendation Low Bidder Meets Requirements
Overhead Door Company of Grand Rapids	Material & Installation for (7) Insulated Overhead Doors with Windows Removal & Disposal	Grand Rapids, MI	\$46,090.78	Meets Requirements

As shown in the table above, the low bidder was Compaan Door and Operator of Holland. Although both proposals met the project requirements; the price spread was significant (\$18,057.78). Compaan Door previously furnished and installed the overhead doors at the BPW's North Warehouse, and the proposed doors are the same make and series. Staff are satisfied with the appearance and performance of those doors.

The approved project budget is \$2,750,000, which includes \$240,035 in contingency. Based on current projections, staff anticipate that approximately \$100,000 of that contingency will be expended on the project including the \$28,033 cost to replace the (7) overhead doors, resulting in an overall project cost of \$2,610,000.

Motion was made by Commissioner Query and seconded by Commissioner Cooney to approve awarding a contract in the amount of \$28,033.00 to Compaan Door and Operator for labor, material, replacement, and disposal of the seven (7) existing overhead garage doors located at the BPW Administrative Office warehouse truck bays. All voting aye.

If approved, this expenditure will be allocated against the BPW Administrative Office Expansion & Renovation project contingency, consistent with the approved amended project budget, and allocated on a 75%/25% basis between the Electric and Water Departments. No additional budget amendments are requested at this time.

Other BPW Business

On April 16, 2026, the Personnel Committee unanimously recommended that the City approve the proposed FY 26/27 wage scales (salary ranges) and the implementation plan associated with the wage scales. These plans were subsequently presented to City Council for information at their April 20, 2026, work/study session.

At Monday's meeting, staff requested that City Council approve the FY 26/27 wage scales and the wage implementation plan outlined.

As a reminder, for FY 26–27 we performed an internal wage survey and assessment for each non-union job title. Market data was gathered from local, regional, and statewide municipalities, utilities, and similar private-sector organizations. This data established updated midpoints for each position, ensuring that the City's wage scales remain fair, competitive, and aligned with the labor market.

Survey Results

- Movement from current FY 25–26 midpoints ranged from -30% to +24%.
- For midpoints lower than current FY 25–26 rates, no changes are recommended.
- For midpoints that increased, corresponding wage scale adjustments are recommended.
- A revised wage progression grid, removing the 3% across-the-board increase, is also recommended.

To ensure adjustments to wages in FY 26/27 are applied consistently, we propose the following implementation approach (per employee).

1. When applicable, a team member's wage will increase by the greater of:
 - (a) the percent increase in their wage scale midpoint, or
 - (b) the calculated wage-scale penetration point (based on twenty years of service).

As in 2022, this movement is capped at 1% per year of service in the current position.

2. A performance adjustment will be applied (if eligible) according to the updated wage progression grid as of July 1, 2026.
3. For team members with at least one year of service in their current position who, after applying adjustments #1 and #2, would receive less than a 3% increase, a retention adjustment of 2%–3% will be provided (unless performance is unacceptable):
 - (a) Team members above the maximum of their pay scale will receive a one-time payment equal to 2% of base salary after July 1, 2026. This payment will not be added to base wages.
 - (b) Team members whose pay falls within their pay scale will receive a 3% increase to base wages.
4. Any retention adjustment above 3% follows the Management Discretionary Policy.

The applicable provisions of the City's Salary Increase Plan (Appendix C of the Employee Handbook) for adjustments outlined in #3 and #4 above states *"for team members Special compensation exceptions may occur based on exceptional performance over an extended period of service, a high desire of management to retain the employee, possession of special certifications and/or qualifications beyond the requirements of the position that are of value to the City, or a limited availability of workers in the appropriate labor market possessing the necessary skills and abilities for the position."* *"Advancement of an employee above the increases listed in the updated annual wage increase chart would be at the discretion of the City Manager or BPW General Manager. The total dollars available for these purposes in a given fiscal year would be determined by the Personnel Committee and approved by the BPW Board and/or by the City Council during the budget approval process."* The dollar amounts projected under provisions #3 and #4 of this implementation approach are estimated at \$40,500 for the city and \$12,500 for the BPW and they have been included in the FY 26/27 budget.

If the recommended implementation plan is approved, it will result in projected overall wage increases (for existing team members) reflecting both wage scale adjustments and performance adjustments—of roughly 5% for FY 26–27. A summary of the combined changes from the previous fiscal year for existing employees are attached. This percentage increase amount generates projected dollar amounts that are within the overall wage budgets (including proposed new positions) in the FY 26/27 budget.

Consistent with the recommendation of the Personnel Committee, city leadership recommends that City Council moves to approve the FY 26–27 wage scale and the wage implementation plan outlined above to ensure that employees serving the City of Zeeland are compensated fairly and competitively.

Motion was made by Commissioner Query and seconded by Commissioner VanAst to approve Fiscal Year 2026-2027 Wage Scales and Wage Implementation Plan as presented. All voting aye.

Informational – 2026 Community Grant Applications

Board members were presented with a Community Grant Overview for 2026. The Board was reminded that the grant is up to \$25,000. They will review and discuss at a future meeting.

Informational Memo: BPW IRP and MPPA Behind-The-Meter Generation Project Update

The following provides a summary of the BPW's ongoing initiative to evaluate our long-term power supply portfolio planning and the future of on-system generation.

BPW Integrated Resource Plan (IRP) Update Over the past year, the Zeeland Board of Public Works (BPW) has engaged nFront Consulting to update the power supply portion of our Integrated Resource Plan (IRP) and facilitate a stakeholder engagement process. The purpose of the IRP was to evaluate resource options that most effectively meet customer needs while balancing critical objectives, including system reliability, economics, regulatory compliance, and responsible implementation of sustainability initiatives. The culmination of these efforts is summarized in nFront's final report, which was recently received by staff and is presently under review. As anticipated, the IRP identified the need for additional capacity in the coming years due to anticipated economic load growth and customer expansions, increasing from 30 MW in 2030 to as much as 125 MW by 2050 with the anticipated retirements of existing generation resources. While those findings were not unexpected, determining the most effective strategy for addressing these open capacity positions remains paramount.

nFront's evaluation provided the following general conclusions and near-term actions:

- Zeeland's open capacity positions provide flexibility to shift strategy as economics and policies evolve.
- Participation in larger, shared thermal generating resources is the key driver of economic value.
 - Prioritize participation in these resources as early as possible
 - Make near-term decisions that preserve future ability to participate
 - The IRP modeled a scenario whereby participation is not available until 2035, as anticipated.
- Reliance **exclusively** on local generation is consistently identified as the higher cost portfolio strategy.
 - Local generation provides the greatest level of local control, but results in the highest overall system costs and is less responsive to changes in load growth and other future conditions.
- Power supply portfolios designed to fully meet the renewable and clean-energy requirements of PA235 result in an estimated 30-40% increased cost over the 2026-2050 study period.
- Delaying aggressive implementation of PA235 may provide the lowest incremental cost exposure, particularly given the uncertainty of its future implementation.

Staff intend to release the final report on or before June 5, 2026, and are planning a special meeting in mid-June of the BPW Board and City Council for staff and nFront to present the report and facilitate a discussion regarding the findings and next steps.

In addition to these efforts, BPW staff have already initiated a preliminary environmental assessment of several sites, kicked off a generation interconnection study, and have discussed fuel supply and the necessary infrastructure upgrade costs with SEMCO, our natural gas local distribution company (LDC).

MPPA Behind-The-Meter Generation Project Update The Michigan Public Power Agency (MPPA) strategic behind-the-meter generation (BTMG) initiative has been in process for over a year and has been discussed at prior Board meetings and as part of the BPW's IRP update initiative. Zeeland has been actively participating in these discussions as a potential project participant, and host site should this endeavor move forward. MPPA's power supply planning models forecast a capacity shortfall in the

amount of power supply resources required to meet customer demand beginning in 2030. This coincides with Zeeland's open capacity position, but is true for MPPA Members as a whole, with an estimated 215MW of capacity that must be filled by 2035. Historically, MPPA has been able to purchase capacity from other power supply resource owners, but as load grows and power supply resources are retired, purchasing capacity has become increasingly difficult and costly. Michigan law requires that electric utilities, including MPPA on behalf of its members, submit an annual compliance filing with the State demonstrating that sufficient power supply resources have been secured to meet the projected needs of its customers' four years into the future. With new power supply resources requiring 3-5 years to study, procure, permit, finance, deliver, and construct, MPPA must execute a decision to develop new power supply resources by the first quarter of 2027 in order to have resources built and operational by 2030.

MPPA believes that new power supply resources that provide high levels of reliability, such as natural gas fired generation and battery storage, are necessary to meet resource adequacy needs in 2030. As part of MPPA's strategic plan, a multi-year, phased strategic objective was established to explore and potentially develop power supply resources located in Member communities. MPPA endeavors to achieve lower costs and reduced financial risk by researching, planning, financing, and building projects collectively across multiple Member communities. MPPA has focused on siting resources in Member communities due to the following:

- **Resiliency:** Local resources improve Member's abilities to recover from unexpected events (i.e. outages)
- **Local Control:** Siting and operating power supply resources is challenging; executing those at the local level provide a host of advantages
- **Interconnection:** Connecting power supply to the transmission system is expensive, complex, and time consuming. Connecting to Member utilities systems as a behind-the-meter resource is far easier, less expensive, and much faster.
- **Execution Speed:** Coordinating development of a local power supply resource with local community stakeholders significantly reduce the timeline to build.
- **Cost:** Municipal electric utilities have lower costs compared to large investor-owned utilities. Locating resources in Member communities enable those utilities to fully leverage cost advantages.

An overview of MPPA's timeline for this initiative is as follows:

- **2025 (Completed):** Initial feasibility review of potential sites in interested Member communities
- **2026 (Phase 2):** Evaluate technologies and providers/developers; model site-specific costs, engage Member governing bodies
- **2027 (Phase 3, if approved):** Contracting, permitting, financing, and detailed development
- **2028-2029 (Phase 4, if approved):** Infrastructure upgrades and construction; resources are built and operational by 2030.

The next steps for Zeeland and other Members that have been identified as potential host communities are:

1. **Mid-2026:** Provide directional input (non-binding), on whether MPPA should continue advancing Phase 2 work for a local resource in our community
2. **End-2026 / Q1 2027:** Review MPPA's formal recommendations and determine whether moving forward with building a local power supply resource is in the best interest of our community.

Discussion Items

As BPW evaluates the challenges and opportunities associated with future resource planning, staff would like to initiate a conversation with the Board regarding the importance of on-system generation to the community, as well as the various ownership models that exist to facilitate that. Zeeland's electric load continues to grow and is forecasted to do so for years to come, and we have legacy assets that will also reach retirement during that time. While Zeeland is one of the few MPPA members with the capability to independently develop and operate onsystem generation, doing so exclusively at the local level to cover our entire needs poses concentration risk and would likely result in higher long-term ownership and operating costs as identified in the IRP.

With regards to ownership structure, three distinct ownership models are apparent although variations may be possible: locally owned (Zeeland), jointly owned, and MPPA-owned. A summary of these models is presented below.

Locally / Member-Owned

Zeeland would be the sole owner and off taker of the local generation project. Under this model, Zeeland would assume all costs and receive all associated benefits from the project and have full control for local reliability and distribution / transmission system planning needs. Zeeland would finance the resource, carry all associated debt, and be solely responsible for operating and maintaining the resource long-term. This approach is consistent with how Zeeland BPW operates its local generation portfolio today, where the utility owns, operates, and maintains generation assets located within the community to support reliability and peak demand needs. While this provides greater local control, it also creates increased risk compared to a jointly owned project as a greater concentration of generation assets would be located on our system.

Joint Ownership (i.e. Tenants in Common)

MPPA and Zeeland would each own a portion of a local generation project; Zeeland would own a percentage share of the host project and MPPA would own the remaining share. Under this model, Zeeland would receive the costs and benefits associated with our share of the project, while retaining control of the entire generation project for local reliability and distribution / transmission system planning needs. MPPA and Zeeland would collaborate regarding who performs operations and maintenance, or contract directly with a vendor for those services. Under this model, both MPPA and Zeeland would each issue debt for our percentage shares of the project, which would likely result in higher borrowing costs than an MPPA owned asset. This model would also create additional administrative complexity compared to a member-owned or MPPA-owned asset, resulting in higher administrative costs for both parties. Like a locally owned project, this model creates additional concentration risk compared to an MPPA-owned project, as a larger portion of BPW's capacity would come from a single local generation project. Variations of this ownership model are possible, including increased separation between Zeeland and MPPA-owned assets.

MPPA-Owned

MPPA would own and finance the local generation project sited in Zeeland, along with several similar projects sited in other Member communities. Under this model, all participating generation projects would be aggregated into a master MPPA asset project. All participating Members would have an entitlement offtake percentage from the project, receiving that offtake from all local generation projects. Under this model, Zeeland would have control of the generation project for local reliability and distribution & transmission system planning needs, although we would not directly own the facility. MPPA would be responsible for operations and maintenance, although the specific implementation details need to be determined. MPPA would finance the resource and carry all associated debt, likely enabling lower-cost financing than the other models. This model also creates reduced concentration risk, as multiple MPPA members will be participating in a host member project, enabling a larger project to be built than Zeeland might otherwise build on our own. A variation to this ownership structure might include a host participant receiving a larger portion of their project offtake from the local project built in their community, although that increases concentration risk and complicates the joint-ownership structure.

Key discussion topics include the advantages and disadvantages of these ownership models and the importance to the community of directly owning versus having the right to operate on-system generation.

Upcoming Events

- Next Regular ZBPW Board Meeting, Tuesday, June 9, 2026, 3:30 p.m., Water Warehouse Meeting Space, 330 E. Washington Ave, Zeeland
- MPPA Stakeholders Meeting, Thursday, May 14, 12:00 noon to 6:30 p.m., Frederik Meijer Gardens
- MPPA Spring Board of Directors Meeting, Wednesday, May 20, 1:00 p.m., Grand Haven Board of Light and Power, 1700 Eaton Dr, Grand Haven
- Joint meeting with ZBPW Board and City Council, June 11, 2026, 6:00 p.m., Howard Miller Library

Motion was made and supported that the regular meeting adjourned at 6:43 p.m. Motion carried. All voting aye.

Kristi DeVerney, City Clerk

DRAFT



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

CITY COUNCIL MEMORANDUM

TO: Mayor Richard Van Dorp III and City Councilmembers

FROM: Tim Klunder, City Manager

SUBJECT: City Manager's Report – May 18 CC Agenda

DATE: May 13, 2026

CC: City Management Team

Mead Johnson Site Plan Review – The Planning Commission held their site plan review of the Mead Johnson site plan on Monday, May 11 @ at the Howard Miller Library/Community Center. Approximately 27 people attended the meeting. Next step is for our administrative team to draft a resolution of approval for the site plan with appropriate conditions. We heard a number of those requested conditions at Monday's meeting. We (along with the Planning Commission) will now determine the appropriateness/legal ability of including them as a condition of site plan approval. Overall, our administrative team's impression was that the meeting went very well. Respectful, thoughtful, and a desire to do what is best for the City of Zeeland. Citizens that spoke shared that while they were against the rezoning of properties, it happened, they are over it, and now they want what works best for the neighborhood, Mead Johnson and the city. We desire the same! Tentative plan is to bring the proposed site plan approval resolution to the Planning Commission meeting on June 4, 2026. Should that be approved, additional items to be completed are variance requests and development agreements (utilities, Bethel Park space, playground relocation) to name a few. Please note that City Council will be involved with the development agreements (approval body).

BPW Integrated Resource Plan (IRP) – We have confirmed a **joint work/study session of City Council and the Board of Public Works Commissioners for Thursday, June 11 @ 6 p.m. at the Howard Miller Library/Community Center's West Activity Room.** The joint meeting of the City Council and Board of Commissioners will focus on the findings of the Zeeland BPW's 2026 Integrated Resource Plan (IRP). Discussion will include BPW's long-term electric

FEEL THE ZEEL



generation needs, projected capacity shortfalls beginning around 2030, regulatory requirements, and a summary of the available options to address those needs. The meeting will emphasize the importance of securing reliable future capacity resources to support continued load growth, maintain system reliability, and preserve flexibility as market and regulatory conditions evolve. The meeting will also review how participation in the Michigan Public Power Agency's (MPPA) behind-the-meter generation initiative could provide a practical pathway for addressing these future needs through locally sited generation resources that enhance resiliency, reduce transmission constraints, and support long-term resource adequacy goals. The BPW Board and administrative team look forward to sharing this information with City Council – no decisions will be requested that evening.

Tax Incentive Committee – Our tax incentive committee will meet at 5:30 p.m. on Monday, May 18 to review a tax abatement application from JR Automation. The committee will meet in the 2nd floor breakroom of City Hall.

Citizen's Academy – The Academy will have their final department presentation on Wednesday, May 20 @ 5:45 p.m. The session will focus on Community Development and our Marketing Department. The session will start in the Council Chambers. We are currently planning to hold the “graduation ceremony” at the June 1, 2026, City Council work/study session.

Library Advisory Board – Our Library Advisory Board will meet at 4:30 p.m. on Tuesday, May 19 at the Library/Community Center. Their agenda is attached.

Should you have any questions or concerns with any of the material contained herein, or any other city related matter, please do not hesitate to call upon me. Thank you.

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

Timothy R. Klunder, City Manager

Howard Miller Library and Community Center Director's Report

April 2026

Library Events and Programming Highlights

Community/Adult Events

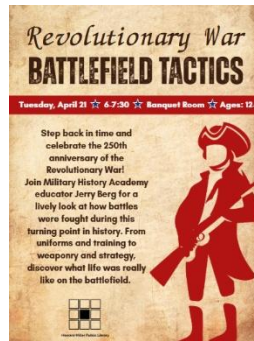


Figure 1: Revolutionary War Battlefield Tactics with Jerry Berg

- Hosted the monthly OAISD Monday Movie for special needs adults with 43 in attendance on April 27.
- 17 adult and teen patrons participated in the Battlefield Tactics program with local educator, Jerry Berg, on April 21.
- 5 adult patrons were able to attend our rescheduled MSU Extension program, Caring for the Caregiver on April 30.

Youth and Family Programs



Figure 2: April 30 Sleepy Storytime

- We ended our season of Preschool Storytimes with Mrs. Russell with a sleepytime event on April 30.

- We will take the month of May off from Storytimes to prepare for Summer Reading and to offer field trip visits to local area elementary and preschools.
- 3 Spring preschool field trip visits were hosted for young students with 63 visitors attending.
- Hosted Alex Thomas and Friends puppet show over Spring Break for families and 174 patrons attended.
- Hosted a Spring Break Cookies and Coloring drop in event with 81 friends in attendance.

Staff Highlights

- April 19-25 was National Library Appreciation Week and the Library Advisory Board members sponsored a brunch for library staff on April 23.
- The library was awarded a grant for \$1,059 through the Public Library Services Grant Program to fund a new juvenile literacy kit collection, Grow A Reader Early Literacy Kit. Funding is provided in part by the Institute of Museum and Library Services through the Library of Michigan. Kit contents will be purchased and assembled through the month of June and we hope to have 6 new kits ready for circulation as of July 1.

Strategic Plan and Support Goals Update - 2026

City of Zeeland Strategic Action Plan – Proposed Library Support Goals

Goal 1: Train staff in the use of Library IQ, an online collection management tool that integrates with our current Integrated Library System (ILS) to provide real time circulation and cataloging information.

- Status: Ongoing.
- Outcome Indicator:
 - 3 of 12 training modules completed by purchasing staff

Goal 2: Complete sound-absorption installation project for library to treat acoustic issues

- Status: Ongoing
- Outcome Indicators:
 - No additional progress this month. Waiting on budget approval by City Council in May.

Goal 3: Digitize library registration cards and Library of Things waivers.

- Status: Rolled out new Registration Forms and scanning has begun.
- Outcome Indicators:
 - Lynel Danckaert has begun scanning the library registration cards. Letter “A” is complete.

Goal 4: Work toward meeting website compliance with WCAG 2.2 AA accessibility standards mandated for April 2027.

- Status: Ongoing – Audit activities have begun. Remediation efforts have begun.
- Outcome Indicators:
 - The deadline for compliance has been postponed until April 2028 for communities the size of Zeeland.
 - Still working through possible remediation options.
 - Scheduled time with IT in May to discuss best practices for both the City and Library websites.

Update on HML Strategic Plan Goals

Goal 1: Strengthen community engagement through robust core services

- Outcome Indicators:
 - WCAG 2.2 AA compliance updates to website.

Goal 2: Enhance library spaces and operations for maximized usage

- Outcome Indicators:
 - Acoustic testing by ABD Engineering completed in January 2026.
 - Amanda Hanson is drafting an RFP with Ben Kiewiet and Kevin Plockmeyer to solicit bids from contractors to perform the sound remediation recommendations made in the findings report from ABD Engineering.

Goal Area 3: Prioritize organizational culture and staff development

- Outcome Indicators:
 - In April, 3 staff members participated in 3 separate webinars for professional development.

Looking Forward

- SRP beginning June 1!

By the Numbers

HML By the Numbers – April 2026

	April		
	2026	2025	% Change
Visitors	8,762	9,225	-5%
Curbside Delivery	5	16	-69%
Digital Downloads	6,852	7,363	-7%
Physical Items (Circulation)	26,792	29,535	-9%
Computer Sessions	381	385	-1%

Figure 3: Table showing a decrease in visitors, curbside deliveries, and digital computer sessions and an increase in digital downloads and physical items in circulation

Program Attendance Summary

Children’s Programs:

- 12 Programs – 517 Participants

Teen Programs:

- 1 Programs – 2 Participants

Adult Programs:

- 3 Programs – 65 Participants

Fieldtrip Programs:

- 3 Programs – 44 Participants

Passive Programs:

- 0 Programs

Howard Miller Community Center Usage Statistics – April 2026

Number of events:

- 38 Events

Fee-exempt events:

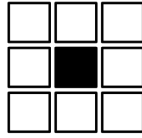
- 12 Events with fee-exempt room usage

Estimated attendees:

- 1,527 Attendees
 - Estimate based on what event organizers reported – some events do not report attendees

Community Center Events/Updates:

- None



Howard Miller Public Library

Library Advisory Board Meeting

May 19, 2026

4:30 p.m.

West Activity Room - Community Center

Meeting Schedule

- I. Call to Order
- II. Approval of Minutes for meeting on March 17, 2026
(Motion and approval)
- III. Director's Report
(Informational)
- IV. Board Comment
- V. Old Business
 - a. Recap for Staff Appreciation brunch on 4/23
- VI. New Business
 - a. Approval of Library Services Contract Addendum for Blendon Township
(Motion and approval)
- VII. Public Comment
- VIII. Board Comment
- IX. Adjournment

Next Regularly Scheduled Meeting

Tuesday September 15, 2026, at 4:30 p.m.

West Activity Room – Community Center

Supporting Documents

Howard Miller Library Advisory Board

UNAPPROVED Meeting Minutes for March 17, 2026

Attendance:

Present: Amanda Hanson (staff), Mary Wilkos (Chair), Terry Allen, Josh Eggleston, Lynette Lam, MaryBeth Timmer, Barb Danenberg

Absent: Alison Reese

Meeting called to order 4:30pm

Minutes from the January 20th meeting were approved as written.
M-Mary Wilkos, S-MaryBeth Timmer - Passed unanimously.

Director's Report:

- In February, the library hosted a Couples Cupcake Decorating program with 10 attendees and a Winter Olympics reading challenge where 164 signed up and 96 completed 300 minutes of reading. The monthly OAISD Monday Movie for special needs adults attracted 39 attendees.
- On National Take Your Child to the Library Day (February 7), 42 patrons participated in a self-paced scavenger hunt. The teen hangout room on the Zeeland Public School half-day (February 26) had 128 attendees. Additionally, weekly Lego Club sessions were offered, and one school/homeschool field trip brought in 17 students.
- Lauren Bosma resigned as a Library Page due to health reasons.
- Peter Smedley joined the new part-time Library Page on February 26.
- Amanda Hanson met with City administrators regarding the FY 2026-2027 budget.

Board Comment:

- None.

Old Business:

- Library Staff Appreciation Week – April 19-25, Board sponsored meal April 23rd
 - Hashbrown Casserole-Barb
 - Fruit & Donuts (Friday)-Lynette
 - Sausage-Mary Wilkos

- Coffee Cake-MaryBeth
- Donuts/Cinnamon Rolls-Alison

Meeting adjourned at 5:00pm

Next Regularly Scheduled Meeting:

April 21, 2026 @ 4:30pm

FIRST AMENDMENT TO LIBRARY SERVICES AGREEMENT

THIS FIRST AMENDMENT TO LIBRARY SERVICES AGREEMENT (the "First Amendment") is entered by and between BLENDON TOWNSHIP, a Michigan general law township ("Blendon"), CITY OF ZEELAND, a Michigan municipal corporation ("Zeeland"), and the CITY OF HUDSONVILLE, a Michigan municipal corporation ("Hudsonville") (collectively, the "Parties").

RECITALS

- A. The Parties are parties to a Library Service Agreement, dated July 1, 2014 ("Agreement"), by which Zeeland has agreed to provide library services to Blendon residents at the Howard Miller Library, and Hudsonville has agreed to provide library services to Blendon residents at the Gary Byker Memorial Library of Hudsonville.
- B. Consistent with the Agreement, Blendon has agreed to timely transfer to (a) Zeeland 48% of the Blendon Library Millage it levies and collects during the term of the Agreement and (b) Hudsonville 52% of the Blendon Library Millage it levies and collects during the term of the Agreement.
- C. Authorization for the Blendon Library Millage expired with the December 2025 tax levy, such that Blendon will need to place a proposition for a renewal and increase of the Blendon Library Millage on the ballot on a 2026 regular election date.
- D. The term of the Agreement ends June 30, 2026.
- E. The Parties have determined that they should conditionally extend the Agreement before Blendon places a proposition for a renewal of the Blendon Library Millage on the ballot, so that a situation does not arise by which Blendon could end up with a millage authorization for library services without an assured library agreement with Zeeland and Hudsonville.
- F. The Parties have further determined that the Agreement should be amended to reflect that the Blendon Library Millage, and any fines and state aid, should be allocated between Hudsonville and Zeeland in proportion to the taxable value within the Zeeland and Hudsonville School District respectively.
- G. Section 7 of the Agreement provides that it may be amended only by written agreement signed by the Parties.
- H. Capitalized terms not otherwise defined in this First Amendment shall have the meaning provided in the Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Conditional Extension of Term of Agreement.** The term of the Agreement, as stated in Section 5 thereof, is extended until December 31, 2026. Blendon shall provide additional payment to Hudsonville and Zeeland for the services provided between July 1, 2026 and December 31, 2026 (the “Additional Payment”) no later than July 1, 2026. The Additional Payment shall be an amount equal to fifty percent (50%) of the revenue generated by the levy of the Blendon Library Millage at the December 2025 levy. The Additional Payment will be allocated between Hudsonville and Zeeland consistent with allocation methodology of Section 3 of the Agreement as modified by this First Amendment. Blendon agrees that it will present a ballot proposal seeking renewal and increase of the Blendon Library Millage, for twelve years, at no less than .3 mills at an election in 2026. If the Blendon electors approve the renewal proposition, the term of the Agreement will automatically be extended until December 31, 2038 (the “Conditional Extension Term”); and, conversely, if the renewal proposition is not approved by the Blendon electors, the Agreement will automatically terminate on December 31, 2026. If the Blendon Library Millage is authorized by the voters, Blendon Township shall properly certify the Blendon Library Millage for levy and collection in each year in which this Agreement is in effect at the maximum levy allowed by law. If the Blendon Library Millage is not certified for levy and collection at the maximum levy allowed by law each year that this Agreement is in effect or the Blendon Library Millage otherwise is not levied in Blendon Township for any reason each year, this Agreement will automatically terminate on December 31 of the then current year. Notwithstanding anything in this Agreement to the contrary, the provision of library services to Blendon Township residents automatically terminates if this Agreement is not in effect.

2. **Amendment of Section 2 of Agreement.** Commencing with the effective date of the First Amendment, Section 2 of the Agreement is hereby amended so as to read in its entirety as follows:

Section 2. Sharing of Fines and State Aid. Blendon shall distribute to Zeeland and Hudsonville the penal fines and State aid that it is entitled to receive related to the provision of library services allocated based on the same formula as the distribution of the Blendon Library Millage under Section 3 within sixty (60) days of receipt of the same from the State of Michigan.

3. **Amendment of Section 3 of Agreement.** Section 3 of the Agreement is hereby amended so as to read in its entirety as follows:

Section 3. Blendon Library Millage. Beginning in 2027 with the December 2026 levy of the Blendon Library Millage and continuing for each levy thereafter during the term of this Agreement, by March 31 of each year, Blendon shall transfer to Hudsonville the proceeds of the Blendon Library Millage in proportion to the taxable value of property that is located within the Township and that is within the boundaries of the Hudsonville School District and shall transfer to Zeeland the proceeds of the Blendon Library Millage in proportion to the taxable

value of property that is located within the Township and that within the boundaries of the Zeeland School District, as such taxable values existed for the immediately preceding tax year, as finally equalized and certified for ad valorem taxation purposes. Blendon shall provide Zeeland and Hudsonville a copy of the standard warrant report of each parcel on or prior to March 31 of each year. On or before May 31 of each year, Blendon shall transfer to Hudsonville and Zeeland, respectively, any additional proceeds attributable to delinquent taxes collected for the same levy year, allocated in the same proportion as set forth above.

4. **Deletion of Section 4 of Agreement.** Section 4 of the Agreement is hereby deleted in its entirety.

5. **Effectiveness; Effective Date.** This First Amendment shall not become effective unless and until it has been executed by all Parties and shall be effective as of the date of the last signature affixed hereto (the "Effective Date"). No obligations arising under this First Amendment shall be binding prior to the Effective Date.

6. **Ratification.** The Parties hereby ratify the Agreement as modified by this First Amendment.

7. **Counterparts.** This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted by facsimile, electronic mail in portable document format (PDF), or by other electronic means shall be deemed valid and binding to the same extent as original signatures.

WHEREAS, the Parties hereto have caused this First Amendment to be signed by their respective authorized representatives on the dates indicated below:

BLENDON TOWNSHIP

Dated: _____, 2026

By: _____
Don Vander Kuyl, Supervisor

Dated: _____, 2026

By: _____
Robin Overway, Clerk

[signatures continue on next page]

CITY OF ZEELAND

Dated: _____, 2026

By: _____
Richard J. Van Dorp III, Mayor

Dated: _____, 2026

By: _____
Kristi DeVerney, Clerk

CITY OF HUDSONVILLE

Dated: _____, 2026

By: _____
Mark Northrup, Mayor

Dated: _____, 2026

By: _____
Jill Gruppen, Clerk

JAMES A. DONKERSLOOT
Attorney at Law

132 E. MAIN AVENUE
P.O. Box 230
ZEELAND, MICHIGAN 49464

TELEPHONE (616) 772-9000
FAX (616) 772-1212
jdonkersloot@donkerslootlaw.com

MEMO

March 24, 2026

TO: Amanda Hanson, Director

RE: Blendon Township First Amendment to Library Services Agreement

Dear Amanda:

I have had the opportunity to review the First Amendment to the Library Services Agreement with Blendon Township. Please ensure that you are satisfied with its terms.

Please note that Section 4 of the original Library Services Agreement provided for periodic adjustments to the percentage of taxes that were to be allocated either to Zeeland or to the Gary Byker Memorial Library. It is my understanding that the parties are now willing to use a fixed percentage of the taxes that are to be allocated to each community. If the Zeeland Library Board and the Zeeland City Council are in agreement to utilize a fixed allocated percentage for each community, then upon approval of the Council, the Amendment may be accepted and signed.

From a formatting perspective, I recommend that the signatures of the three communities be placed on three separate pages. This formatting change will aid in the timely signing of the Amendment. If you have any questions, please feel free to contact me.

Sincerely,



James A. Donkersloot
Zeeland City Attorney

JAD/njk



LAKESHORE ADVANTAGE

May 14, 2026

Tim Kludder, City Manager
City of Zeeland
21 S. Elm St.
Zeeland, MI, 49464

Dear Tim,

On behalf of Lakeshore Advantage, we are honored to serve as the City of Zeeland's contracted economic development support organization. We look forward to sharing our annual investor update with the City Council and continuing to build on our partnership.

Our mission is to grow a vibrant economy where current and future generations want to live and work. We advance that mission by securing and strengthening our primary employers—those that export goods and services beyond the region. By engaging regularly with local businesses and serving as a trusted extension of their teams, we help them overcome challenges and capture new opportunities. Our work is guided by our region's GPS: **Grow**, **Plan**, and **Solve** for a bright economic future.

GROW

Primary employers, including manufacturers and technology companies, are the backbone of our regional economy. They create jobs for residents, strengthen the tax base, and support local retailers, suppliers, and service providers.

- Our Lakeshore region is home to more than **700 primary employers**.
- The City of Zeeland has **61 primary employers**.
- This year, we engaged **25 of those employers through 137 interactions**.
- We supported **two expansion projects** that generated more than **\$74.8 million in private investment**, created **160 new jobs**, and retained **454 positions**.

PLAN

We cultivate a strong entrepreneurial ecosystem to help seed the region's primary employers of tomorrow. Through **SURGE** and our entrepreneurial network, we support scalable, growth-oriented companies that can anchor the future economy—while expanding opportunity for emerging talent.

Last year, we helped our startups raise **\$4.8 million in capital**, which includes Venture Capital, Angel Funds, Bank Loans, Federal Funding, MEDC Funds, New Sales, and Owner Investment.

Startups and ecosystem partners from the City of Zeeland include:

Lakeshore Advantage

65 E. 7th Street
Holland, MI 49423

p 616.772.5226
www.lakeshoreadvantage.com



LAKESHORE ADVANTAGE

- [G3 Acoustics](#) – an engineering consulting firm that has developed speaker-less audio solutions for air, land, and water.
- [Sasquatch Ventures](#) – a marketing consulting firm that helps young brands with messaging, strategy and content.
- [Reinforce Advertising](#) – an advertising consulting firm rooted in analytics that help elevate brands for growth.
- [Revolin Sports](#) – an innovative pickleball paddle local manufacturer striving for renewable and sustainable products.

SOLVE

Talent has been the **number one** barrier to business growth for more than a decade. In response, Lakeshore Advantage is strengthening our regional attraction and retention efforts—beginning by listening to the next generation of professionals.

- The Lakeshore Next Gen Talent Council convened, including 17 emerging professionals (ages 20–35) from 14 companies, representing in-demand roles such as engineering, skilled trades, IT professionals, and maintenance technicians.
- There is both City of Zeeland employer and resident representation.

We are committed to ensuring primary employers in Allegan County and Ottawa County have the resources and support they need to grow and thrive.

We are grateful to serve as an extension of the City of Zeeland’s team—supporting primary employers of all sizes by removing barriers to growth and helping create diverse, high-quality job opportunities for area residents. If you have questions about our work or impact, please contact me.

Sincerely,

Jennifer Owens, President
CC: Lindsay Maunz

Lakeshore Advantage

65 E. 7th Street
Holland, MI 49423

p 616.772.5226
www.lakeshoreadvantage.com



Business Support Activities

The Lakeshore Advantage team has worked to support business expansion projects, startup growth, and forward action on long-term strategic growth. Here's that work in numbers so far this year:

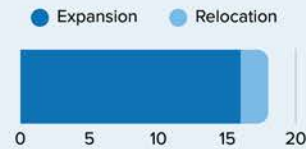
Business Expansions

4
expansions won

630
new and retained jobs

\$654M
private investment

18 additional expansion projects in the pipeline, representing:



346
new jobs

\$369K - \$838M+
private investment projected per project

935
retained jobs

Expansion Spotlight:



Supported by strategic infrastructure improvements, fairlife LLC is investing \$650 million to expand its Coopersville facility. The company is adding 150 jobs and increasing production capacity.

This project strengthens the region's agribusiness cluster, supports local supply chains, and reinforces the Lakeshore as a competitive hub for food production and manufacturing growth. After a year of intensive coordination—dozens of interactions with local, state, and company partners—this project was secured from out-of-state competition.

Entrepreneurship

37 product and tech startups supported

\$1.3M startup capital raised

Talent Development & Workforce Housing

42 HR leaders engaged, sharing best practices

19 workforce housing projects

2 workforce housing education sessions



Business Retention Insights:

Lakeshore Advantage staff interview primary employer executives to understand opportunities and barriers to growth in the region. From October 2025 - March 2026 we interviewed 67 employers.

Here's what they're reporting:

Plans to Expand



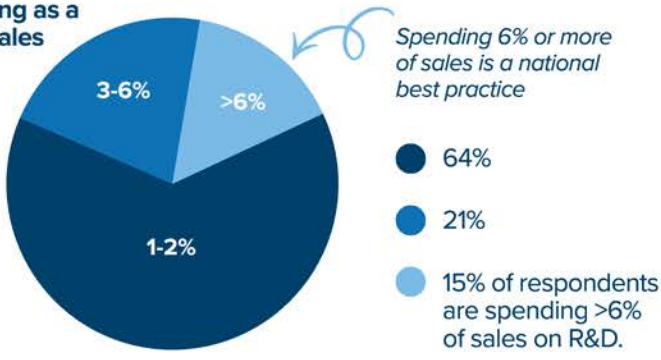
33% plan to expand in the next three years

consistent with last year, moderate decline compared to prior years

Innovation



R&D spending as a percent of sales



Talent



experiencing recruitment issues
steady compared to last year

Quick Poll: AI Adoption Trends

68 responses from 62 organizations:

- **87%** of respondents report using AI in at least one core department.
- AI is reshaping hiring for **67.6%** of organizations, most commonly through transforming job roles rather than reducing headcount.



CITY COUNCIL MEMORANDUM

TO: Mayor VanDorp and City Council Members
FROM: Tim Maloney, IT Director
SUBJECT: Board of Public Works SCADA Switch Refresh
DATE: May 13, 2026
CC: City Council Work Study and Action Items March 18, 2026

Background:

Zeeland Board of Public Works SCADA (Supervisory Control and Data Acquisition) networks provide the communication infrastructure used to monitor and support critical utility operations. The BPW SCADA network switches included in this request are scheduled for replacement as part of the City's normal infrastructure lifecycle planning.

Because this infrastructure supports security-sensitive operational technology systems, the specific switch and fiber module models have been intentionally omitted from this public memorandum.

This request is being presented to City Council before BPW Board consideration due to current equipment lead times. Any purchase authorized by City Council will remain contingent upon BPW Board approval, and a separate memorandum will be provided to the BPW Board for its review and consideration.

Proposal:

It is proposed that the City purchase replacement network switches and related fiber connectivity modules for the BPW SCADA network. The replacement equipment will maintain consistency with the City and BPW's existing SCADA network standards and allow staff to continue using a common platform for configuration, monitoring, troubleshooting, and support.

The proposed purchase includes the following equipment:

Description	Cost	Qty	Total
Network switches	\$1405.00	10	\$14,050.00
Fiber modules	\$355.00	20	\$7,100.00

A 5% contingency is recommended to address potential pricing changes, shipping costs, or related procurement adjustments prior to final purchase:

Description	Total
5% contingency	\$1,057.50
Total not-to-exceed	\$22,207.50

Capital funds in the amount of \$36,000 were previously requested and allocated for the BPW SCADA switch refresh. The proposed purchase, including contingency, remains within the approved capital allocation.

Express Systems and Peripherals Inc. is recommended as the sole source vendor for this purchase. The equipment must remain consistent with existing SCADA network standards, management practices, configuration requirements, and operational support needs. For this reason, staff recommends that the formal three-bid process be waived in accordance with the City's purchasing policy and that Express Systems and Peripherals Inc. be treated as the sole source vendor for this procurement.

Recommendation:

It is recommended that City Council approve the purchase of replacement BPW SCADA network switches and related fiber modules from Express Systems and Peripherals Inc. in an amount not to exceed \$22,207.50, which includes a 5% contingency, using previously approved capital funds.

This approval shall be contingent upon subsequent approval by the BPW Board.

Suggested Motion:

Motion to approve the purchase of replacement BPW SCADA network switches and related fiber modules from Express Systems and Peripherals Inc. in an amount not to exceed \$22,207.50, waive the formal three-bid process, authorize the purchase as a sole source procurement, and make the purchase contingent upon approval by the BPW Board.



Tim Maloney, IT Director

**CITY OF ZEELAND
COUNTY OF OTTAWA, STATE OF MICHIGAN**

***Notice of Public Hearing regarding an Additional Amendment to the Brownfield Plan
of the City of Zeeland for the 17 E Main, LLC Project***

A public hearing will be held before the Zeeland City Council whose chambers are in the Zeeland City Hall at 21 South Elm Street, Zeeland, Michigan, and whose telephone number is (616) 772-6400 on:

**Monday, May 18, 2026
at 7:10 p.m.
In the Council Chambers**

in accordance with the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996 as amended MCL 125.2651 et. seq. ("Act 381").

The hearing is to consider an additional Brownfield Plan Amendment related to the 17 E Main, LLC Project. The additional Amendment applies to property located at 17 E. Main Avenue in the City of Zeeland, Michigan. The said parcel has the following Parcel ID Number: 70-17-18-356-063.

The additional Brownfield Plan Amendment and all information related to the project, including map and plats, are available for public inspection at the Zeeland City Community Development Department Office, at 21 South Elm Street, Zeeland, Michigan 49464, on weekdays between the hours of 8:30 a.m. and 4:30 p.m.

All aspects of the additional Brownfield Plan Amendment for 17 E Main, LLC are open for discussion at the hearing. All interested citizens shall have the right to be heard and shall have an opportunity to provide comments orally or in writing. Please forward all written comments to the Zeeland City Clerk at 21 South Elm, Zeeland, Michigan 49464.

The City of Zeeland will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing with a need for an accommodation being provided upon a notice to the City of Zeeland by the Monday preceding the meeting by 5:00 p.m. With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation. Individuals requiring auxiliary aids or services should contact the City of Zeeland by writing or calling the City Clerk's office (616) 772-6400.

Date: April 30, 2026

Kristi DeVerney, City Clerk



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

CITY COUNCIL MEMORANDUM

TO: Mayor Richard Van Dorp III and City Councilmembers

FROM: Tim Klunder, City Manager

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

DATE: May 15, 2026

CC: May 18th City Council Agenda

BACKGROUND: At the May 18, 2026, City Council meeting, City Council will hold a public hearing on a proposed amendment #1 to a previously approved (March 3, 2025) Brownfield Plan for 17 E. Main, LLC Redevelopment (Midwest Construction). Following said public hearing, City Council will be asked to approve the attached Resolution to approve the proposed amendment #1.

In essence, the plan amendment moves \$2,000,000 in tax increment funding (city's boilers) from the housing gap eligible activity, to the public infrastructure eligible activity. However, to provide some additional background and context around the public hearing and the proposed amendment request, please also find attached the Brownfield Redevelopment Authority's Resolution approving plan amendment #1, (2) a March 20, 2026, city memorandum to the Brownfield Redevelopment Authority regarding plan amendment #1, a February 23, 2026 memorandum from the Brownfield Authority's consultant (Fleis and VandenBrink) on plan amendment #1 (that memo provides a thorough overview of proposed amendment #1), and the memorandum from February 28, 2025 recommending approval of the original brownfield plan with the corresponding plan also attached.

As City Council will find in the attached documents, although the proposed amendment #1 is largely administrative in nature (it does not change the reimbursement amounts), it is recommended we follow an approval process like the original approval process. For comparison, the dollars associated with the Plan's funding are:

FEEL THE ZEEL



Eligible Activity	Original Plan	Amended Plan
Demolition (developer)	\$51,000	\$51,000
Infrastructure (developer)	\$239,500	\$239,500
Site Preparation (developer)	\$46,500	\$46,500
Addtnl Housing gap (dev)	\$262,000	\$262,000
Contingency (developer)	\$42,900	\$42,900
BRA Work Plan Prep (dev.)	\$15,000	\$15,000
BRA Plan Implement (dev.)	\$15,000	\$15,000
Addtnl Housing (city)	\$2,000,000	\$0
Infrastructure (city)	\$0	\$2,000,000
State BRA Fund (estimated)	\$214,115	\$214,115
City Admin. Fees (est.)	\$65,097	\$65,097

RECOMMENDATION: Our leadership team recommends that City Council approve the attached Resolution to amend the 17 E. Main Brownfield Plan (amendment #1) for the 17 E. Main, LLC Redevelopment project as presented.

A handwritten signature in black ink, appearing to read 'Timothy R. Klunder', is written over 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 May 18, 2026, at 7:00 o'clock p.m., Local Time.

PRESENT: Council Members _____

ABSENT: Council Members _____

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

WHEREAS, the 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 No. 1 to the 17 E. Main Brownfield Plan to the City of Zeeland Redevelopment Authority Brownfield Plan was received from 17 E Main, LLC. 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 22 residential 1-bedroom units, and the residential units. The said development is located at 17 E. Main Street in the City of Zeeland, Ottawa County, Michigan. For a copy of such Amendment No. 1, 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 and \$2,000,000 will be used for infrastructure improvements to support housing needs of the community;

AND WHEREAS, of the captured tax amount an annual administrative fee of 5% will be captured and it is estimated that a total of \$65,000 will be captured to reimburse the City of Zeeland Brownfield Redevelopment Authority for its administrative expenses and \$214,000 will be used for the State Brownfield Redevelopment Fund;

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 No. 1 to the 17 E. Main Brownfield Plan 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.

 Kristi DeVerney, City Clerk

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on May 18, 2026, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

 Kristi DeVerney, City Clerk

EXHIBIT A

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

**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 Vice Chairperson Beth Blanton, Andy Boatright, Tim Klunder, Tim Maday, and Jeff Roon

ABSENT: Members Mayor Rick VanDorp

The following preamble and resolution were offered by Member Klunder and supported by Member Maday:

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: Vice Chairperson Beth Blanton, Andy Boatright, Tim Klunder, Tim Maday, and Jeff Roon

ABSENT: Mayor Rick VanDorp

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.

Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance

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 Mayor Klynstra, VanDorp, Broersma, Kass, Timmer, Lam

ABSENT: Council Members Gruppen

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

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 Kass, Timmer, VanDorp, Lam, Broersma, Mayor Klynstra

NAYS: Council Members None

ABSENT: Council Members Gruppen

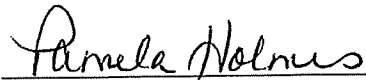
RESOLUTION DECLARED ADOPTED.



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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- III. SITE SPECIFIC PROVISIONS
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 - 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-l))

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-l) 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

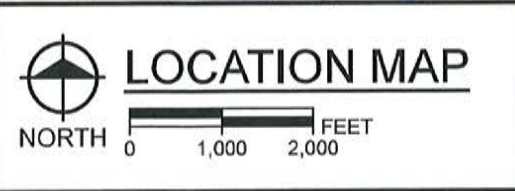
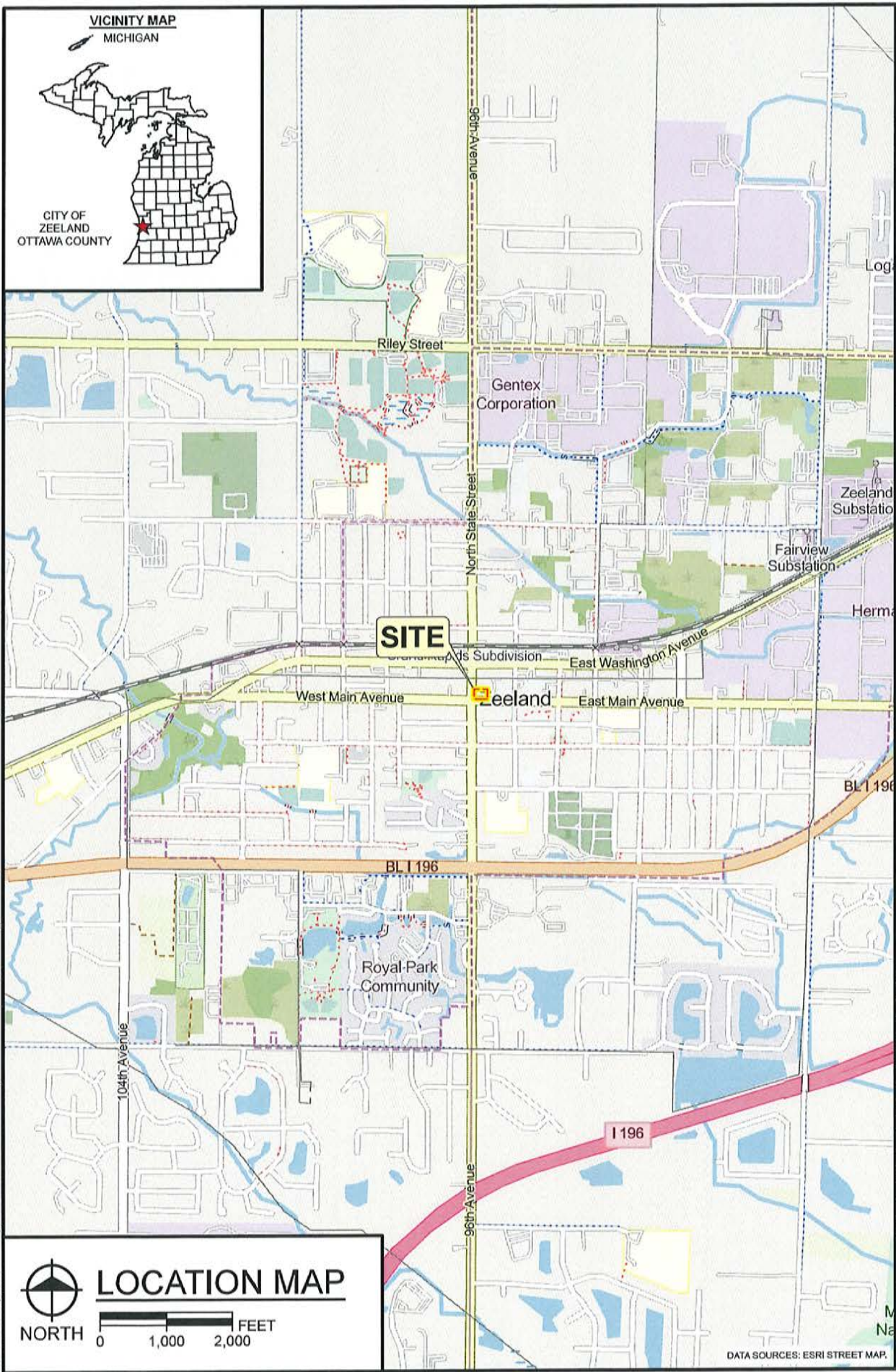
Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

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

Brownfield Plan

PROJECT NO.
240751

FIGURE NO.
1



PLOT INFO: \\corp.fishbeck.com\AIP\Projects\2024\240751\CAD\GIS\Pro\Brownfield Plan.aprx Layout: FIG01_Location Map Date: 4/23/2024 4:37 PM User: cboyce

DATA SOURCES: ESRI STREET MAP.

Figure 2

Site Map

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

	Plan Year									
	1	2	3	4	5	6	7	8	9	10
Estimated Taxable Value (TV) Increase Rate: 2%										
Calendar Year										
2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
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)	\$ 10,612	\$ 10,840	\$ 11,073	\$ 11,310	\$ 11,552	\$ 11,799	\$ 12,050	\$ 12,307	\$ 12,569	\$ 12,836
School Operating Tax	\$ 31,837	\$ 32,521	\$ 33,218	\$ 33,930	\$ 34,656	\$ 35,396	\$ 36,151	\$ 36,922	\$ 37,707	\$ 38,509
School Total	\$ 42,449	\$ 43,361	\$ 44,291	\$ 45,240	\$ 46,208	\$ 47,195	\$ 48,202	\$ 49,229	\$ 50,276	\$ 51,345
Local Capture										
	Millage Rate									
County Parks	\$ 559	\$ 571	\$ 584	\$ 596	\$ 609	\$ 622	\$ 635	\$ 649	\$ 663	\$ 677
County Roads	\$ 843	\$ 861	\$ 880	\$ 899	\$ 918	\$ 937	\$ 957	\$ 978	\$ 999	\$ 1,020
Mental Health	\$ 506	\$ 517	\$ 528	\$ 539	\$ 550	\$ 562	\$ 574	\$ 586	\$ 599	\$ 612
County E-911	\$ 742	\$ 758	\$ 774	\$ 791	\$ 808	\$ 825	\$ 843	\$ 860	\$ 879	\$ 897
Zeeland Operating	\$ 19,695	\$ 20,118	\$ 20,550	\$ 20,990	\$ 21,439	\$ 21,897	\$ 22,364	\$ 22,841	\$ 23,327	\$ 23,823
Zeeland Airport Authority	\$ 176	\$ 179	\$ 183	\$ 187	\$ 191	\$ 195	\$ 199	\$ 204	\$ 208	\$ 212
Zeeland School B&S	\$ 1,734	\$ 1,771	\$ 1,809	\$ 1,848	\$ 1,887	\$ 1,928	\$ 1,969	\$ 2,011	\$ 2,053	\$ 2,097
Zeeland School Rec	\$ 884	\$ 903	\$ 923	\$ 942	\$ 963	\$ 983	\$ 1,004	\$ 1,026	\$ 1,047	\$ 1,070
Ottawa County ISD	\$ 10,886	\$ 11,120	\$ 11,358	\$ 11,601	\$ 11,850	\$ 12,103	\$ 12,361	\$ 12,624	\$ 12,893	\$ 13,167
County Operating	\$ 6,898	\$ 7,046	\$ 7,197	\$ 7,351	\$ 7,509	\$ 7,669	\$ 7,833	\$ 8,000	\$ 8,170	\$ 8,344
Local Total	\$ 42,923	\$ 43,845	\$ 44,785	\$ 45,745	\$ 46,724	\$ 47,722	\$ 48,740	\$ 49,778	\$ 50,838	\$ 51,918
Non-Capturable Millages										
	Millage Rate									
Zeeland School Debt	\$ 13,177	\$ 13,460	\$ 13,749	\$ 14,043	\$ 14,344	\$ 14,650	\$ 14,963	\$ 15,281	\$ 15,607	\$ 15,938
Total Non-Capturable Taxes	\$ 13,177	\$ 13,460	\$ 13,749	\$ 14,043	\$ 14,344	\$ 14,650	\$ 14,963	\$ 15,281	\$ 15,607	\$ 15,938
Total Tax Increment 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

¹Assumes 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 2 of 3

	11	12	13	14	15	16	17	18	19	20	21	22
Estimated Taxable Value (TV) Increase Rate:												
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	\$ 770
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	\$ 267
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	\$ 1,346
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	\$ 10,499
Local Total	24.2679	\$ 53,020	\$ 54,144	\$ 55,291	\$ 56,461	\$ 57,653	\$ 58,870	\$ 60,111	\$ 61,377	\$ 62,669	\$ 63,986	\$ 65,329
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	\$ 20,055
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	\$ 20,055
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

¹Assumes 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 2 - Estimate of Total Incremental Taxes Available for Capture
 17 E Main, LLC Redevelopment

	23	24	25	26	27	28	29	30	TOTAL
Estimated Taxable Value (TV) Increase Rate:									
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	\$ 131,300
Estimated New TV	\$ 2,937,361	\$ 2,996,109	\$ 3,056,031	\$ 3,117,151	\$ 3,179,494	\$ 3,243,064	\$ 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									
	Millage Rate								
State Education Tax (SET)	6.00000	17,189	17,548	17,915	18,289	18,671	19,060	19,457	438,842
School Operating Tax	18.00000	50,509	51,567	52,645	53,745	54,867	56,012	57,180	1,316,526
School Total	24.00000	67,345	69,755	70,194	71,660	73,157	74,683	76,240	1,755,368
Local Capture									
	Millage Rate								
County Parks	0.31630	888	906	925	944	964	984	1,005	23,134
County Roads	0.47670	1,338	1,366	1,394	1,423	1,453	1,483	1,514	34,866
Mental Health	0.28590	802	819	836	854	871	890	908	20,911
County E-911	0.41950	1,177	1,202	1,227	1,253	1,279	1,305	1,333	30,682
Zeeland Operating	11.13540	31,247	31,901	32,568	33,249	33,943	34,651	35,373	814,447
Zeeland Airport Authority	0.09930	279	284	290	296	303	309	315	7,263
Zeeland School B&S	0.98020	2,751	2,808	2,867	2,927	2,988	3,050	3,114	71,692
Zeeland School Rec	0.50000	1,403	1,432	1,462	1,493	1,524	1,556	1,588	36,570
Ottawa County ISD	6.15460	17,270	17,632	18,001	18,377	18,760	19,152	19,551	450,150
County Operating	3.90000	10,944	11,173	11,406	11,645	11,888	12,136	12,389	285,247
Local Total	24.2679	68,097	69,523	70,977	72,460	73,973	75,516	77,091	1,774,963
Non-Capturable Millages									
	Millage Rate								
Zeeland School Debt	7.45000	20,905	21,343	21,789	22,245	22,709	23,183	23,666	544,896
Total Non-Capturable Taxes	7.45000	20,905	21,343	21,789	22,245	22,709	23,183	23,666	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

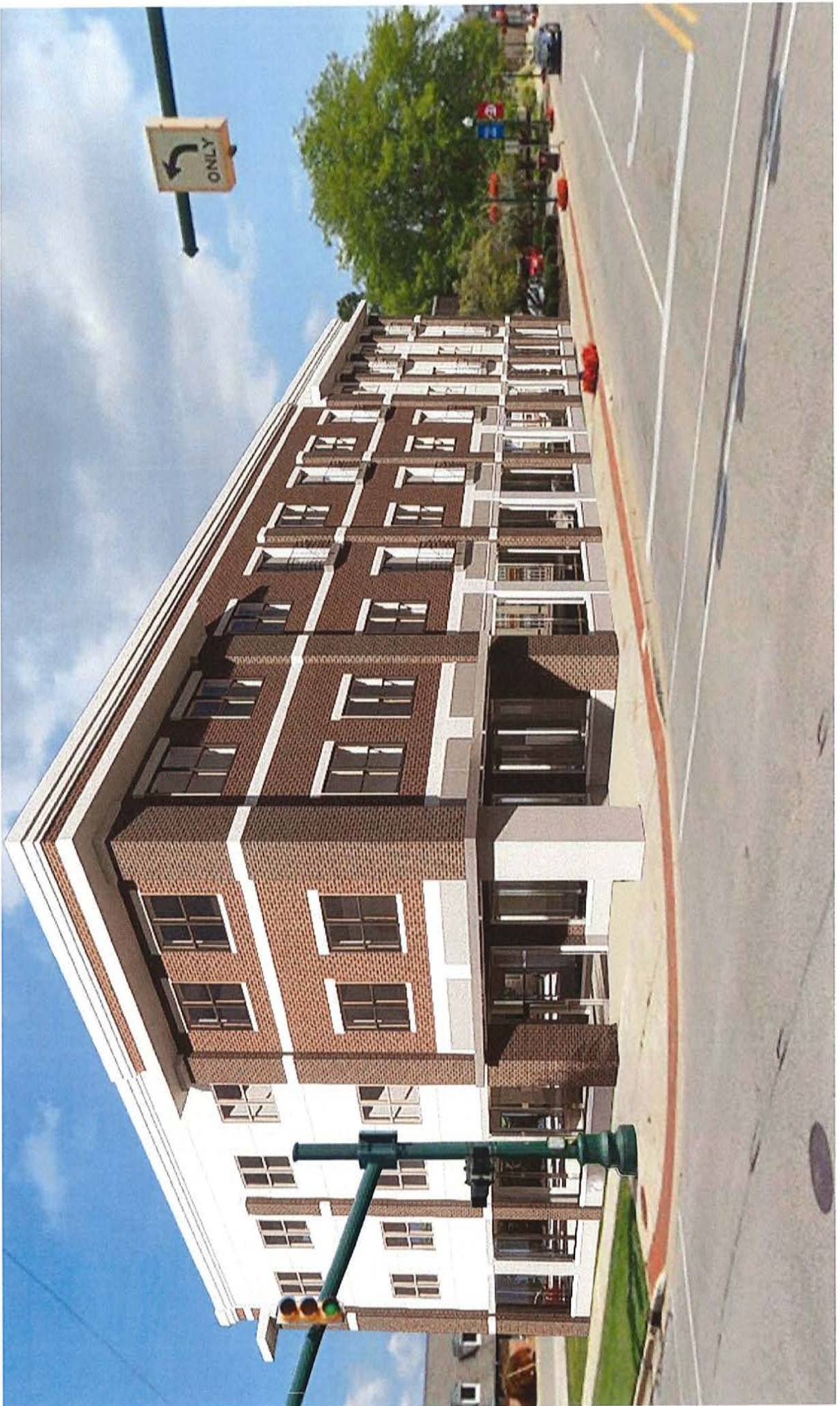
BF Plan # of Years

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)	\$ -

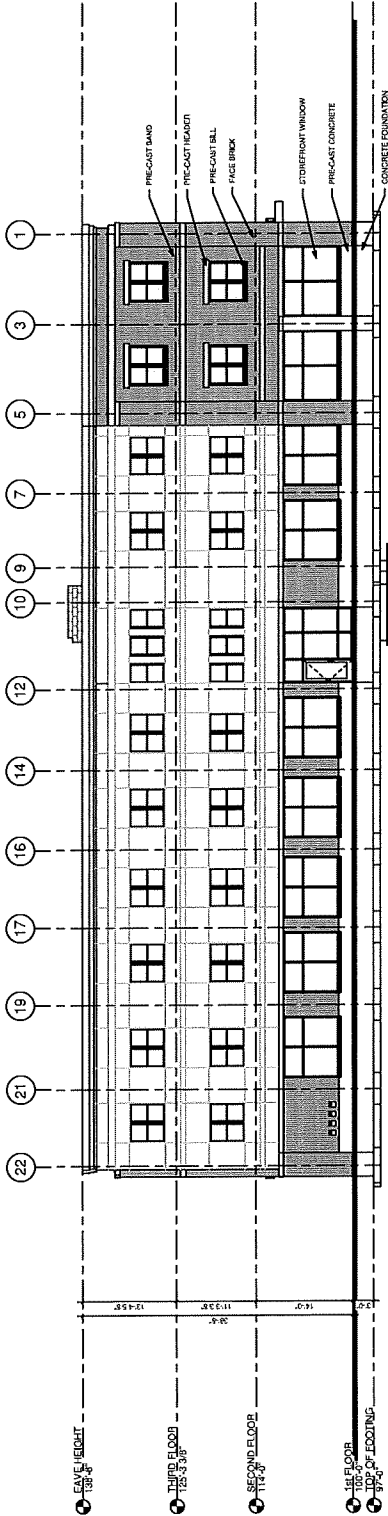
TOTAL Housing Subsidy

Approved BRA TIF Request

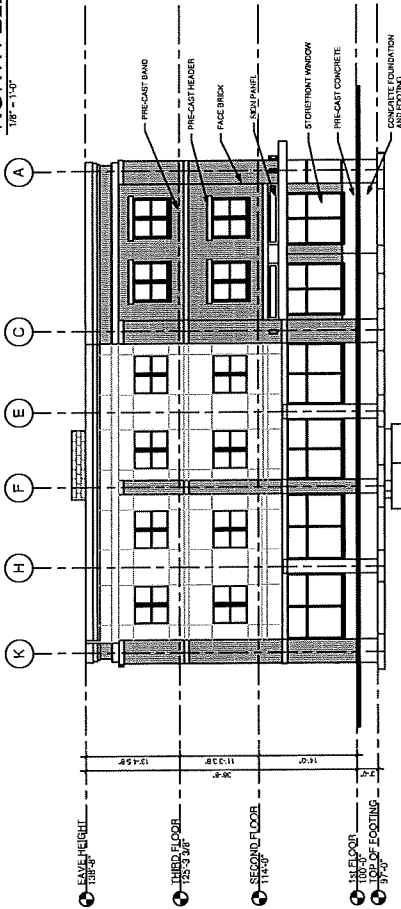
Appendix 7



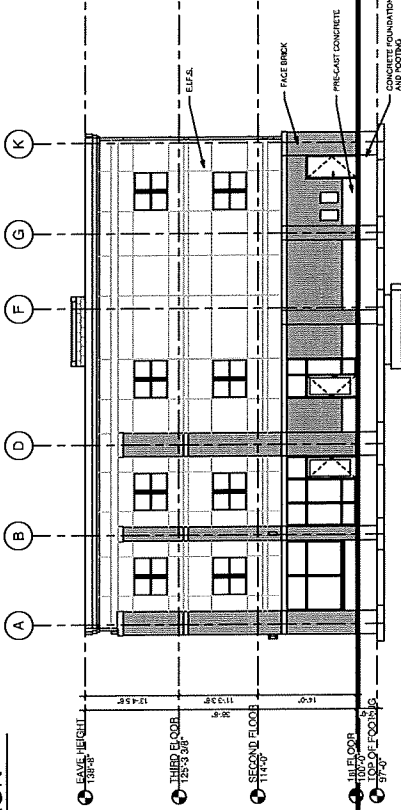
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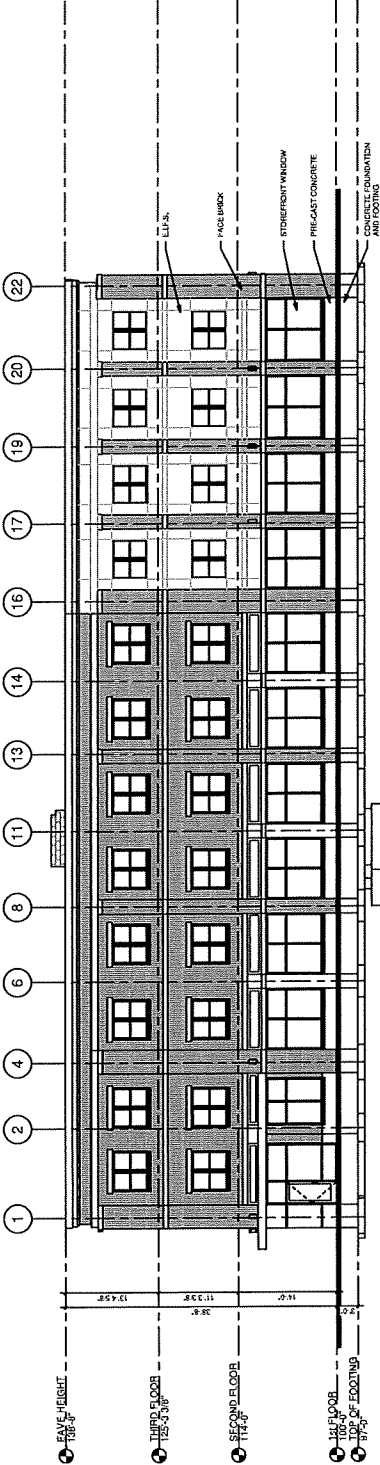
NORTH ELEVATION
 1/8" = 1'-0"



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



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



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

SVB RECKLEY ARCHITECTS
 75 EAST HIGHLAND AVENUE
 HIGHLAND MICHIGAN 49730
 PHONE 616-424-7410

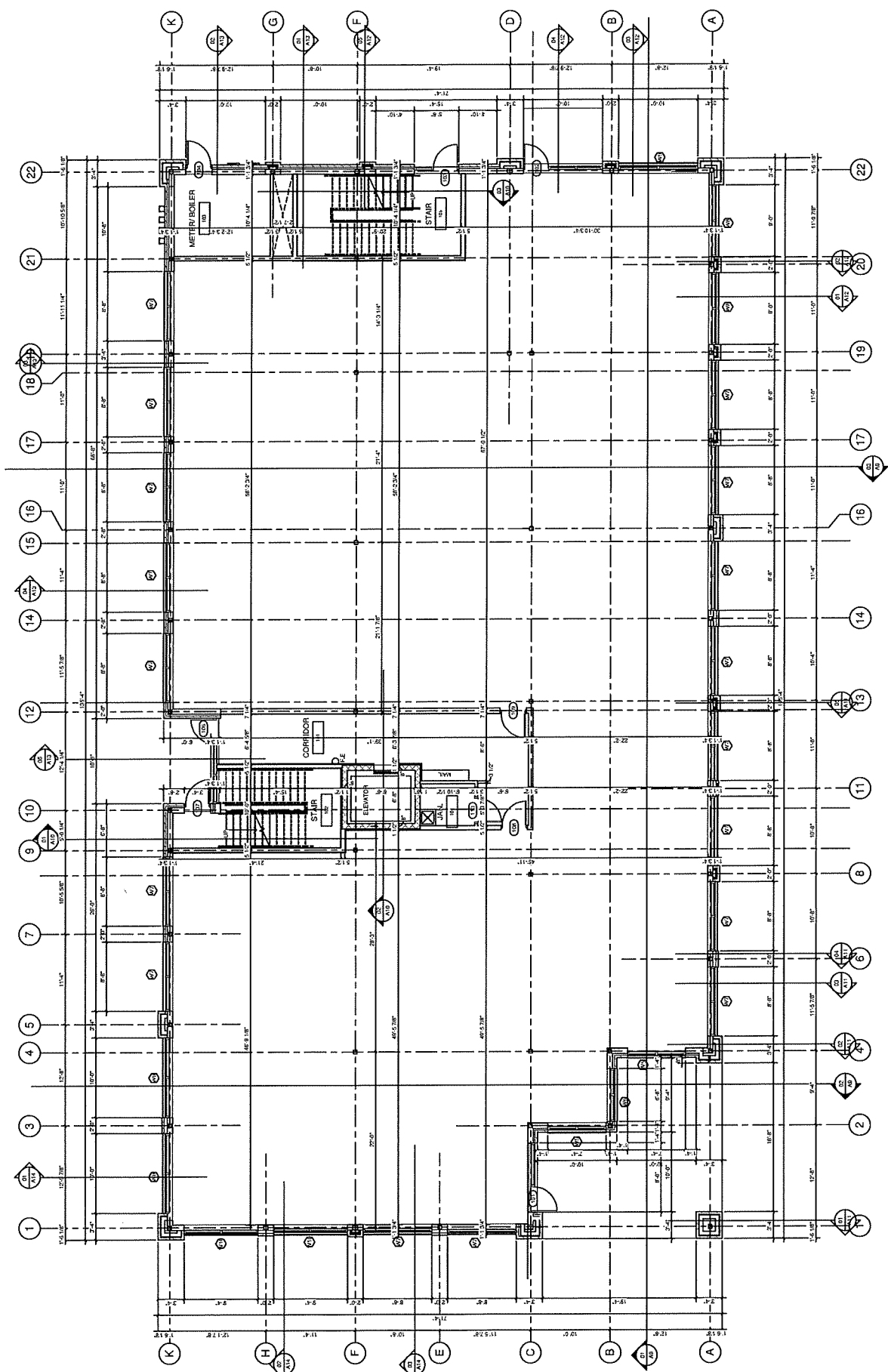
START PROJECT: 01/2022
 END PROJECT: 01/2022
 BID SET: 01/2022
 PERIODIC: 01/2022
 PRINT: 01/2022

PROJECT:

NEW MULTI USE BUILDING FOR:
ZEELAND MUD
 ZEELAND MICHIGAN

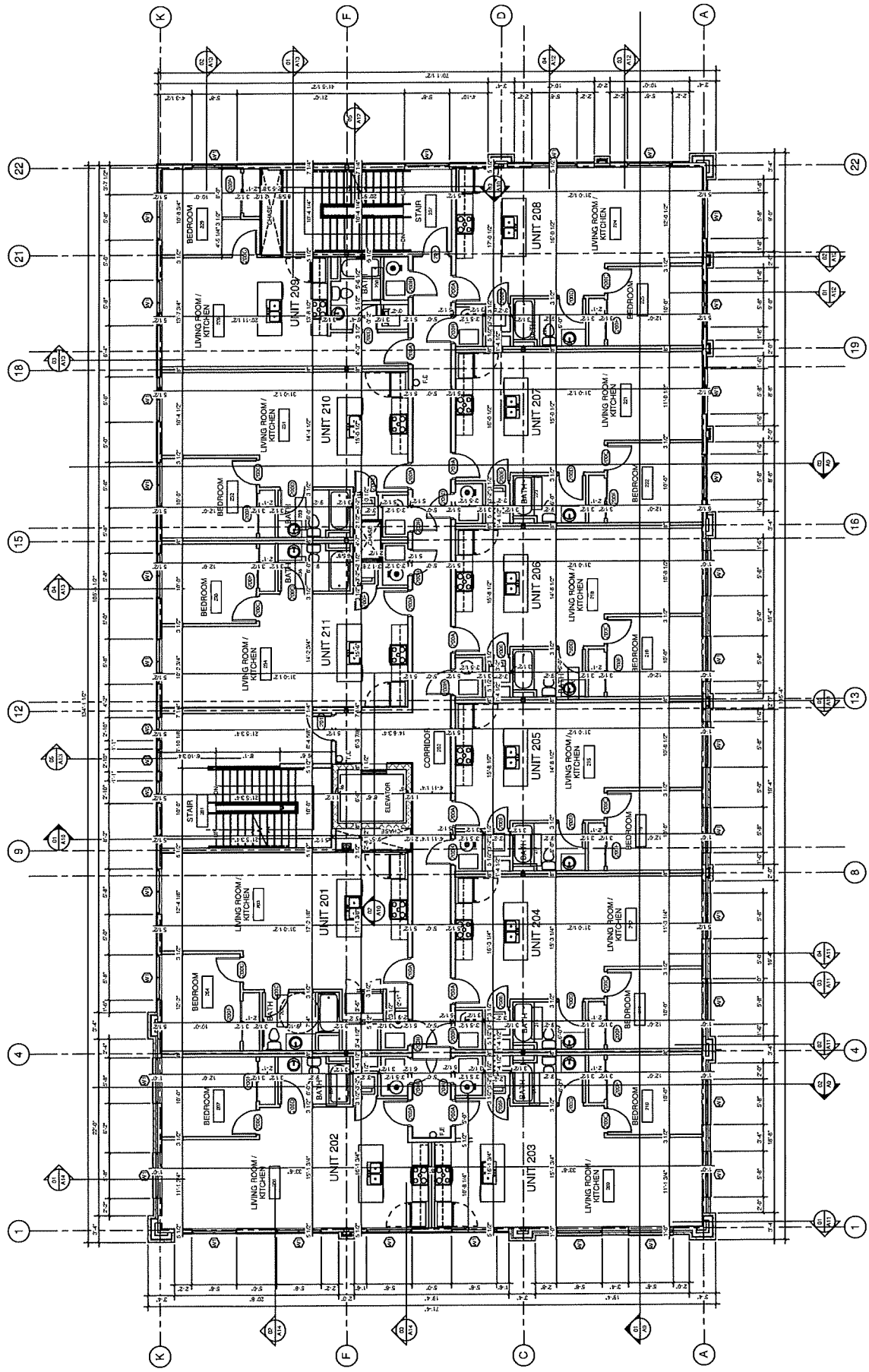
DRAWN BY: E.B.W.
 PROJECT NO.: 240270
 PLOT: 02/22/2024

SHEET NO. **A2**
 FLOOR PLAN



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

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

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SVB - RECKLEY ARCHITECTS
 PHONE 818-347-1110
 75 EAST 8TH STREET SUITE 200
 HOLLAND MICHIGAN 49423

CLIENT PROJECT
 01/20/2020
 TBD SCL
 01/20/2020
 TBD SCL
 TBD SCL
 TBD SCL

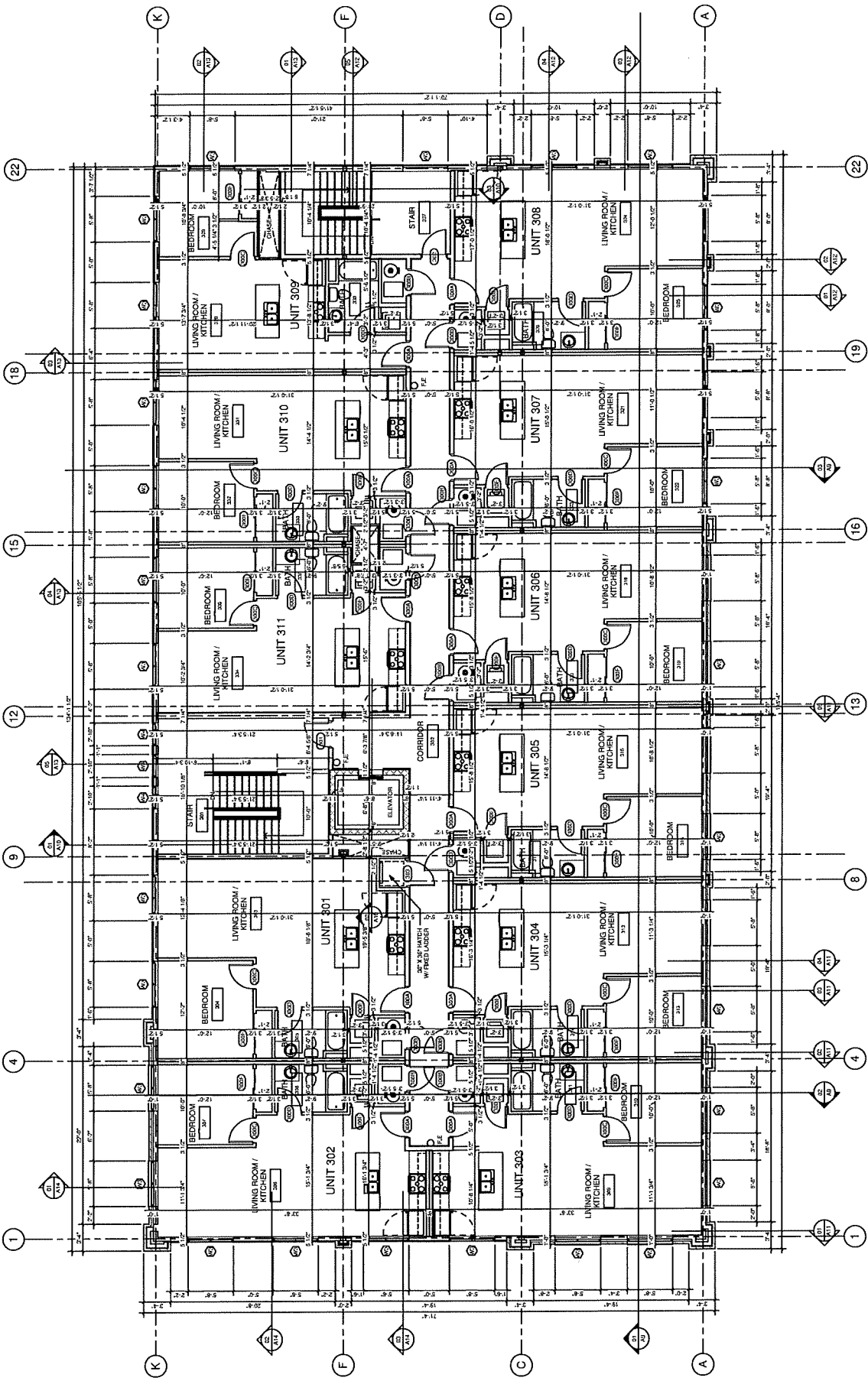
NEW MULTIFAMILY BUILDING FOR:
ZEELAND MUD
 ZEELAND MICHIGAN

DRAWN BY:
 E.E.W.
PROJECT NO.:
 2412573
PLOT:
 02/25/2024

SHEET NO.:
A4
 OF 10
 10/25/2024

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

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**CITY OF ZEELAND
COUNTY OF OTTAWA, STATE OF MICHIGAN**

***Notice of Public Hearing regarding an Amendment to the Brownfield Plan
of the City of Zeeland for a JR Automation Technologies, LLC Project***

A public hearing will be held before the Zeeland City Council whose chambers are in the Zeeland City Hall at 21 S. Elm Street, Zeeland, Michigan, and whose telephone number is (616) 772-6400 on:

**Monday, May 18, 2026
at 7:15 p.m.
In the Council Chambers**

in accordance with the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996 as amended MCL 125.2651 et. seq. ("Act 381").

The hearing is to consider a Brownfield Plan Amendment related to the JR Automation Technologies, LLC Project. The Amendment applies to property located at 800 E. Riley Street in the City of Zeeland, Michigan. The said parcel has the following Parcel ID Number: 70-17-17-101-030.

The Brownfield Plan Amendment and all information related to the project, including map and plats, are available for public inspection at the Zeeland City Community Development Department Office, at 21 S. Elm Street, Zeeland, Michigan 49464, on weekdays between the hours of 8:30 a.m. and 4:30 p.m.

All aspects of the Brownfield Plan Amendment for JR Automation Technologies, LLC are open for discussion at the hearing. All interested citizens shall have the right to be heard and shall have an opportunity to provide comments orally or in writing. Please forward all written comments to the Zeeland City Clerk at 21 S. Elm Street, Zeeland, Michigan 49464.

The City of Zeeland will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing with a need for an accommodation being provided upon a notice to the City of Zeeland by the Monday preceding the meeting by 5:00 p.m. With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation. Individuals requiring auxiliary aids or services should contact the City of Zeeland by writing or calling the City Clerk's office (616) 772-6400.

Date: April 30, 2026

Kristi DeVerney, City Clerk



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

CITY COUNCIL MEMORANDUM

TO: Mayor Richard Van Dorp III and City Councilmembers

FROM: Tim Klunder, City Manager

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

DATE: May 15, 2026

CC: May 18th City Council Agenda

BACKGROUND: City Council will hold a public hearing at Monday's meeting to consider a Brownfield Plan Amendment to approve a brownfield plan for JR Automation Technologies, LLC at 800 E. Riley. City Council's public hearing follows action by the City's Brownfield Redevelopment Authority's approval of the plan amendment at their March 31, 2026, meeting. Following the public hearing, City Council will then be able to consider approval of the plan amendment for JR Automation. A Resolution considering the approval is attached.

As a reminder, the city has one brownfield plan which we amend for site-specific projects. For some context around the proposed plan amendment and public hearing on Monday evening, in addition to the proposed May 18, 2026 resolution of approval, please also find attached the March 31, 2026 resolution from the Brownfield Redevelopment Authority approving JR Automation's plan amendment, a March 20, 2026, city memorandum to the Brownfield Redevelopment Authority regarding the plan amendment, a February 16, 2026 memorandum from the Brownfield Authority's consultant (Fleis and VandenBrink) on the plan amendment, and the February 11, 2026 brownfield plan amendment submitted by JR Automation to the city.

City Council will find detailed information within the various attachments regarding the proposed brownfield plan amendment. Specifically, the memorandum from Fleis and VandenBrink provides a thorough overview of the proposed project and thus I will not reiterate that information within this cover memo. However, a few items of additional note for City Council's information are:

FEEL THE ZEEL



-
- As noted in the plan and FVB’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 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.
 - Estimated calculations of the tax incentives are consistent with the provisions in the City’s Brownfield Tax Increment Financing Policy and 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 City Council approve the Brownfield Plan Amendment for 800 E. Riley, the next step will be to approve a reimbursement agreement (sample in the Brownfield Plan) between the Brownfield Authority/City and developer before any tax reimbursements are made.

RECOMMENDATION: Our leadership team recommends that City Council approve the attached resolution to amend the City’s Brownfield Plan to include the 800 E. Riley project as outlined in the attached plan amendment.

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

Timothy R. Klunder, City Manager

RESOLUTION

(Approving JR Automation Technologies, 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 May 18, 2026, at 7:00 o'clock p.m., Local Time.

PRESENT: Council Members _____

ABSENT: Council Members _____

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

WHEREAS, the 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 JR Automation Technologies, LLC for a blighted site located at 800 E. Riley 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 site has been declared to be a blighted as defined by MCL 125.2652(c) and is therefore an eligible property as defined by MCL 125.2652(p);

AND WHEREAS, the Amendment includes the use of Tax Increment Financing to capture taxes for a maximum of 21 years from the 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, of the total amount of taxes captured for this project a maximum of \$4,101,975 will be used to reimburse the applicant for eligible activities and \$8,531,000 will be used to reimburse the City of Zeeland eligible activities;

AND WHEREAS, of the captured tax amount an annual administrative fee of 5% will be captured and it is estimated that a total of \$685,932 over the life of the plan will be captured for administrative expenses;

AND WHEREAS, the Amendment complies with all requirements set forth in Act 381;

AND WHEREAS, the Amendment will provide for the redevelopment of a blighted site 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 JR Automation Technologies, 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.

Kristi DeVerney, City Clerk

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of a Resolution adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on May 18, 2026, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Kristi DeVerney, City Clerk

EXHIBIT A

**THE BROWNFIELD PLAN AMENDMENT
SUBMITTED BY JR AUTOMATION TECHNOLOGIES, LLC**



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 – 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

FEEL THE ZEEL



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

3960 Lucerne Dr. SE
 Grand Rapids, MI 49546
 P: 616.977.1000
 F: 616.977.1005
 www.fveng.com

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 \$685,932. 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 \$685,932.

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: alhavens



LEGEND

 Approximate Property Boundary



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

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
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
Plan 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	
Future Taxable Value	\$ 15,500,000	\$ 31,000,000	\$ 31,620,000	\$ 32,252,400	\$ 32,897,448	\$ 33,555,397	\$ 34,226,595	\$ 34,911,035	\$ 35,608,256	\$ 36,317,441	\$ 37,038,827	\$ 37,782,827	\$ 38,549,604	\$ 39,339,496	\$ 40,152,806	\$ 41,000,042	\$ 41,881,618	\$ 42,798,057	\$ 43,751,984	\$ 44,745,034	\$ 45,778,846	
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	\$ 40,328,990	\$ 41,146,976	\$ 41,981,415	\$ 42,832,842	\$ 43,700,692	\$ 44,586,204	
Local Capture	Millage Rate																					
11.1354	\$ 83,098	\$ 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	
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	
Zeeland School B&S	0.0931	\$ 14,822	\$ 30,215	\$ 30,831	\$ 31,459	\$ 32,099	\$ 32,753	\$ 33,423	\$ 34,109	\$ 34,811	\$ 35,529	\$ 36,261	\$ 37,007	\$ 37,768	\$ 38,544	\$ 39,335	\$ 40,141	\$ 40,963	\$ 41,801	\$ 42,655	\$ 43,526	
Zeeland School Rec	0.4955	\$ 7,410	\$ 15,106	\$ 15,414	\$ 15,728	\$ 16,048	\$ 16,375	\$ 16,708	\$ 17,048	\$ 17,395	\$ 17,748	\$ 18,107	\$ 18,472	\$ 18,843	\$ 19,219	\$ 19,601	\$ 20,000	\$ 20,414	\$ 20,844	\$ 21,281	\$ 21,734	
Ottawa ISO	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	
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	
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	\$ 12,500	\$ 12,756	\$ 13,014	\$ 13,278	\$ 13,547	
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	
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	
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	
Local Total	24.4092	\$ 281,210	\$ 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	
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	
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	
Total Tax Increment Revenue Available for Capture w/ Tax Abatement	\$ 140,605	\$ 371,126	\$ 378,893	\$ 386,611	\$ 394,483	\$ 402,513	\$ 410,704	\$ 419,058	\$ 427,580	\$ 436,272	\$ 445,137	\$ 454,181	\$ 463,409	\$ 472,827	\$ 482,436	\$ 492,245	\$ 502,254	\$ 512,473	\$ 522,902	\$ 533,551	\$ 544,430	

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	\$ 685,932
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
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Total Local Incremental Revenue	\$ 281,210	\$ 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	\$ 18,385,993
PA 198 Abatement	\$ 140,605	\$ 371,326	\$ 378,893	\$ 386,611	\$ 394,493	\$ 402,513	\$ 410,704	\$ 419,058	\$ 427,580	\$ 436,272	\$ 445,137	\$ 454,181	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BRA Administrative Fee (5%)	\$ 7,030	\$ 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	\$ 685,932
Local TRR Available for Reimbursement	\$ 133,575	\$ 352,759	\$ 359,948	\$ 367,280	\$ 374,759	\$ 382,388	\$ 390,169	\$ 398,105	\$ 406,201	\$ 414,458	\$ 422,881	\$ 431,472	\$ 440,469	\$ 449,845	\$ 459,578	\$ 469,663	\$ 479,999	\$ 490,586	\$ 501,423	\$ 512,510	\$ 523,800	\$ 13,032,699
Total Local TRR Available	\$ 133,575	\$ 352,759	\$ 359,948	\$ 367,280	\$ 374,759	\$ 382,388	\$ 390,169	\$ 398,105	\$ 406,201	\$ 414,458	\$ 422,881	\$ 431,472	\$ 440,469	\$ 449,845	\$ 459,578	\$ 469,663	\$ 479,999	\$ 490,586	\$ 501,423	\$ 512,510	\$ 523,800	\$ 15,163,748
DEVELOPER	Beginning Balance																					
Reimbursement Balance	\$ 4,101,975	\$ 3,981,758	\$ 3,664,274	\$ 3,340,321	\$ 3,009,769	\$ 2,672,486	\$ 2,328,337	\$ 1,977,185	\$ 1,618,890	\$ 1,253,309	\$ 880,297	\$ 499,705	\$ 111,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local-Only Costs	\$ 4,101,975	\$ 4,101,975	\$ 3,981,758	\$ 3,664,274	\$ 3,340,321	\$ 3,009,769	\$ 2,672,486	\$ 2,328,337	\$ 1,977,185	\$ 1,618,890	\$ 1,253,309	\$ 880,297	\$ 499,705	\$ 111,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 4,101,975	\$ 120,217	\$ 317,483	\$ 323,953	\$ 330,552	\$ 337,283	\$ 344,149	\$ 351,152	\$ 358,295	\$ 365,581	\$ 373,012	\$ 380,593	\$ 388,324	\$ 396,206	\$ 404,239	\$ 412,423	\$ 420,757	\$ 429,241	\$ 437,875	\$ 446,659	\$ 455,593	\$ 4,101,975
Total Local-Only Reimbursement Balance	\$ 3,981,758	\$ 3,664,274	\$ 3,340,321	\$ 3,009,769	\$ 2,672,486	\$ 2,328,337	\$ 1,977,185	\$ 1,618,890	\$ 1,253,309	\$ 880,297	\$ 499,705	\$ 111,380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,101,975
Total Annual Developer Reimbursement	\$ 120,217	\$ 317,483	\$ 323,953	\$ 330,552	\$ 337,283	\$ 344,149	\$ 351,152	\$ 358,295	\$ 365,581	\$ 373,012	\$ 380,593	\$ 388,324	\$ 396,206	\$ 404,239	\$ 412,423	\$ 420,757	\$ 429,241	\$ 437,875	\$ 446,659	\$ 455,593	\$ 464,576	\$ 4,101,975
CITY OF ZEELAND	Beginning Balance																					
Reimbursement Balance	\$ 8,531,000	\$ 8,517,643	\$ 8,482,367	\$ 8,446,372	\$ 8,409,644	\$ 8,372,168	\$ 8,333,929	\$ 8,294,912	\$ 8,255,102	\$ 8,214,482	\$ 8,173,036	\$ 8,130,748	\$ 8,087,601	\$ 7,318,512	\$ 6,420,168	\$ 5,303,589	\$ 4,568,413	\$ 3,614,266	\$ 2,640,770	\$ 1,647,538	\$ 634,174	\$ -
Local-Only Costs - Phase 1 Infrastructure	\$ 4,531,000	\$ 4,531,000	\$ 4,517,643	\$ 4,482,367	\$ 4,446,372	\$ 4,409,644	\$ 4,372,168	\$ 4,333,929	\$ 4,294,912	\$ 4,255,102	\$ 4,214,482	\$ 4,173,036	\$ 4,130,748	\$ 4,087,601	\$ 3,318,512	\$ 2,420,168	\$ 1,503,589	\$ 568,413				
Local Tax Reimbursement	\$ 4,531,000	\$ 13,357	\$ 35,276	\$ 35,995	\$ 36,728	\$ 37,476	\$ 38,239	\$ 39,017	\$ 39,811	\$ 40,620	\$ 41,446	\$ 42,288	\$ 43,147	\$ 769,088	\$ 898,345	\$ 915,578	\$ 935,176	\$ 968,413				\$ 4,531,000
Total Local-Only (Ph 1) Reimbursement Balance	\$ 4,517,643	\$ 4,482,367	\$ 4,446,372	\$ 4,409,644	\$ 4,372,168	\$ 4,333,929	\$ 4,294,912	\$ 4,255,102	\$ 4,214,482	\$ 4,173,036	\$ 4,130,748	\$ 4,087,601	\$ 3,318,512	\$ 2,420,168	\$ 1,503,589	\$ 568,413						\$ 4,531,000
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	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000
Local Tax Reimbursement	\$ 4,000,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000	\$ 4,000,000

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 _____

Notary Public County of _____, State of
Michigan

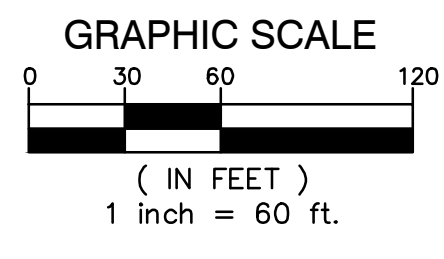
My Commission Expires: _____
Acting in the County of Ottawa

Upon Recording, Please forward to

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

ATTACHMENT A
SITE PLAN

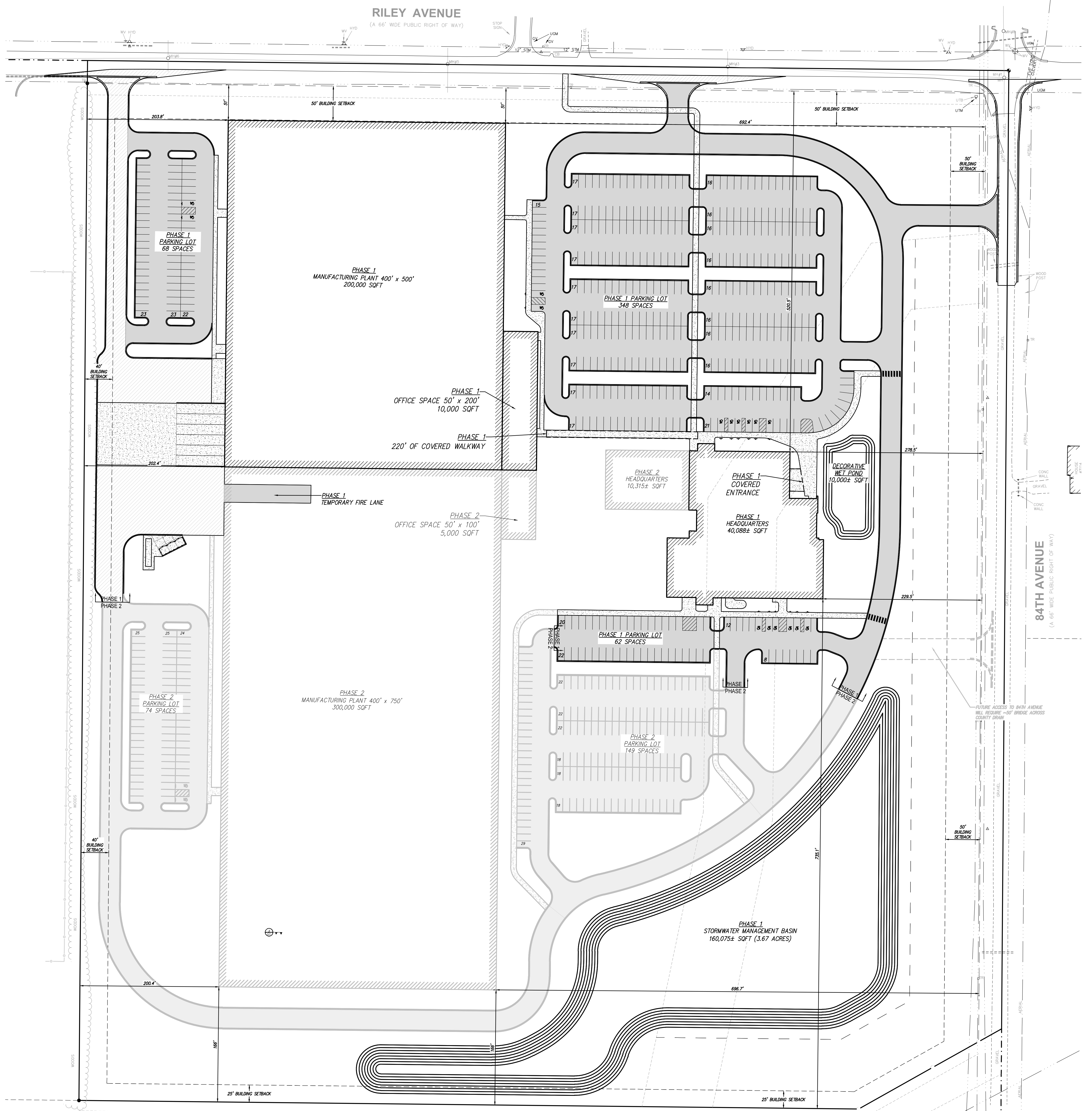
Appendix 4



LEGEND

---	PROPOSED WATER MAIN
---	PROPOSED SANITARY
---	PROPOSED STORM TOWER
---	PROPOSED GAS MAIN
---	PROPOSED ELECTRIC
---	PROPOSED HYDRANT
○	PROPOSED GATE
○	PROPOSED VALVE & WELL (VW)
○	PROPOSED TAPPING SLEEVE, VALVE & WELL (TSVW)
○	PROPOSED SAN MANHOLE (SM)
○	PROPOSED STORM MANHOLE (SM)
○	PROPOSED INLET (INL)
○	PROPOSED END SECTION (ES)
○	PROPOSED FIELD CATCH BASIN (FCB) W/ RESERVE COVER OR STANDING CIP W/ BAR GRATE COVER
■	STANDARD BITUMINOUS PAVEMENT
■	HEAVY-DUTY BITUMINOUS PAVEMENT
■	DEEP-STRENGTH BITUMINOUS PAVEMENT
■	CONCRETE PAVEMENT
■	CONCRETE SIDEWALK
■	MILL PAVEMENT
○	UTILITY CROSSING (SEE DATA TABLE)
○	STORM SEWER STRUCTURE
○	SANITARY STRUCTURE
○	WATER MAIN STRUCTURE
○	STRUCT. TYPE
○	STRUCT. NO.

811
 Know what's below.
 Call before you dig.
 PRIOR TO CONSTRUCTION, ALL LOCATIONS AND DEPTHS OF EXISTING UTILITIES ON CONFLICT WITH PROPOSED IMPROVEMENTS SHALL BE VERIFIED IN THE FIELD. CALL MISS DIG 3 WORKING DAYS PRIOR TO CONSTRUCTION.
UTILITY NOTE
 UTILITY INFORMATION ON THIS DRAWING MAY BE FROM INFORMATION DISCLOSED TO THIS FIRM BY THE VARIOUS UTILITY COMPANIES, CITY/STATE AGENCIES AND OTHER VARIOUS SOURCES. UNDERGROUND UTILITIES WHICH ARE ON PRIVATE PROPERTY ARE USUALLY NOT DEPICTED UNLESS A UTILITY COMPANY'S PUBLISHED PLANS, THEIR LOCATION, IF SHOWN, UPON THIS SUBJECT, ARE APPROPRIATED FROM FOUND PAINT MARKERS/STAKES, ETC. AS LOCATED BY THIS FIRM FROM SOURCES WHICH ARE UNKNOWN. NO GUARANTEE IS GIVEN AS TO THE COMPLETENESS OR ACCURACY THEREOF.
 COPYRIGHT © 2025 SPALDING DEDECKER ASSOCIATES, INC. THIS DRAWING AND THE SUBJECT MATTER CONTAINED THEREON IS PROPRIETARY AND IS NOT TO BE USED OR REPRODUCED WITHOUT WRITTEN PERMISSION OF SPALDING DEDECKER ASSOCIATES, INC.



PARKING SUMMARY

JR AUTOMATION PARKING NEEDS:

HQ Building:
 Phase 1 - Office - 1 Space/300 sft UFA = 32,805 sft/300 sft = 110 spaces
 Phase 2 - Office - 1 Space/300 sft UFA = 12,514 sft/300 sft = 42 spaces
 Total HQ Building Parking Required = 152 spaces

Manufacturing Plant:
 Phase 1 - Office - 1 Space/300 sft UFA = 8,287 sft/300 sft = 28 spaces
 Manufacturing - 1 space/1,000 sft GFA = 59,601 sft/1,000 sft = 60 spaces
 Warehousing - 1 spaces/2,000 sft GFA = 59,601 sft/2,000 sft = 30 spaces
 Total Phase 1 Plant Parking Required = 118 spaces
 Phase 2 - Office - 1 Space/300 sft UFA = 3,413 sft/300 sft = 12 spaces
 Manufacturing - 1 space/1,000 sft GFA = 148,949 sft/1,000 sft = 149 spaces
 Warehousing - 1 spaces/2,000 sft GFA = 148,949 sft/2,000 sft = 75 spaces
 Total Phase 2 Plant Parking Required = 236 spaces

Total Manufacturing Plant Parking Required = 354 spaces

Total Overall Site Parking Required = 354 spaces

Phase 1 Parking = 228 parking spaces
 Phase 2 Parking = 278 parking spaces

Total Parking Required = 506 parking spaces

Total Accessible Parking Spaces Required:
 500 to 1,000 Parking Spaces Requires 2% of Total Parking Number
 701 Spaces x 2% = 14.02 = 15 Accessible Spaces Req.

*PLUS VAN ACCESSIBLE PARKING SPACES
 1/6 of 15 Accessible Spaces = 1/6 * 15 = 2.5 = 3 Van Accessible Spaces Req.

PARKING PROVIDED:
 PHASE 1 = 478 PARKING SPACES
 PHASE 2 = 223 PARKING SPACES
TOTAL = 701 PARKING SPACES PROVIDED
WITH 18 TOTAL ACCESSIBLE PARKING SPACES WHICH INCLUDES 10 VAN ACCESSIBLE SPACES

OVERALL SITE PLAN

SECTION:
 TOWN: NORTH RANGE: EAST
 CITY OF ZEELAND

NO.	DATE	REVISION

VERIFY SCALES	
BAR IS ONE INCH ON ORIGINAL DRAWING	
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
DRAWN BY	DATE
S. MORRIS	00-00-00
DESIGNED BY	DATE
S. MORRIS	00-00-00
CHECKED BY	DATE
R. PAGE	
PROJECT MANAGER	BID PLAN DATE
R. PAGE	
DEPARTMENT MANAGER APPROVAL	DATE
T. SOVEL	
JOB NO.	DRAWING NO.
NP25030	
SCALE:	SHEET NO.
1" = 60'	C.10





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

INTEROFFICE MEMORANDUM

TO: Mayor VanDorp and City Council Members
FROM: Kevin Plockmeyer, ACM of Infrastructure/City Services and Finance
SUBJECT: BL-196 Beautification Plan Update
DATE: May 15, 2026
CC: City Council Work Study Items May 18, 2026

Background

Including in the 2026 Strategic Action Plan was the following goal related to the BL-196 Beautification Plan:

“By June 30, 2026, revisit our vision for the beatification of BL-196 and determine council’s desire to implement the vision.”

This memo summarizes the key timeline and decisions to date, the project cost picture, the MDOT constraints that shaped the concept, and a brief reflection and recommendation for how to proceed.

Summary of Timeline and Actions:

1. January 2020 — Council goal setting: corridor improvements and a BL-196 action step were adopted as Council priorities.
2. Summer–Fall 2020 — Consultant procured: master-plan scope (inventory, concepts, and MDOT coordination) authorized; consultant fee ~\$9,845.
3. 2021 — Inventory, concept development and MDOT coordination: concepts, plant lists and sketches prepared; MDOT met with staff and was generally receptive.
4. November 15, 2021 — Council work-study: conceptual plan and order-of-magnitude construction estimate (~\$1.1 million) presented.
5. 2022 — Regional coordination and MDOT reconstruction planning; December 2022 Council endorsement of the beautification concept and request that MDOT consider including elements in its reconstruction.
6. 2026 Strategic Action Plan — directs us to revisit the BL-196 beautification vision and determine Council’s desire to implement by June 30, 2026.

FEEL THE ZEEL



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MDOT constraints that shaped the concept and implementation risk

- Lighting is not permitted within the State right-of-way for this corridor; any lighting would need MDOT approval and likely be outside of the right-of-way.
- Trees and vertical architectural elements must be set back a minimum of 50 feet from the travel lane, significantly limiting locations for larger plantings and features.
- Low-growing shrubs and irrigation are possible but require MDOT approval and must meet maintenance and salt-tolerance requirements.

For City Council's reference, the conceptual plans have been attached to this memo.

Reflection and next steps

We worked closely with MDOT and pursued inclusion of our concept in the State reconstruction project. However, based on the final scope of MDOT's project, the full reconstruction did not occur in Zeeland in a manner that would allow our beautification plan to be incorporated as part of that work. As a result, the decision point before City Council now is whether there is a desire to pursue the BL-196 Beautification Plan outside of MDOT, knowing that the City would likely be responsible for the full cost of the project. At the current conceptual level, that cost is estimated at approximately \$1.1 million. Moving forward with the project would also mean weighing it against other competing capital improvement priorities, including park, street, facility, downtown, and other capital projects.

Requested Council feedback

At this time, staff is not seeking formal Council action. Rather, we are seeking Council feedback as to whether this project remains a priority you would like staff to continue pursuing, and if so, how you would view it relative to the City's other capital improvement priorities. This feedback will help guide staff in determining whether to devote additional time and resources toward refining the project, identifying funding opportunities, and considering where it may fit within broader capital planning efforts.

Kevin Plockmeyer, ACM of Infrastructure/City Services and Finance



01 Privacy fencing along right of way to block views to residents. Open lawn area is in clear vision triangle for intersection.



02 Culvert under road for storm water drainage.



03 Open flat area that is fairly level to the road.



04 Edge connections along residential area varies. It includes evergreen trees, fencing, or natural landscape.



05 Box culvert allows drainage under the road.



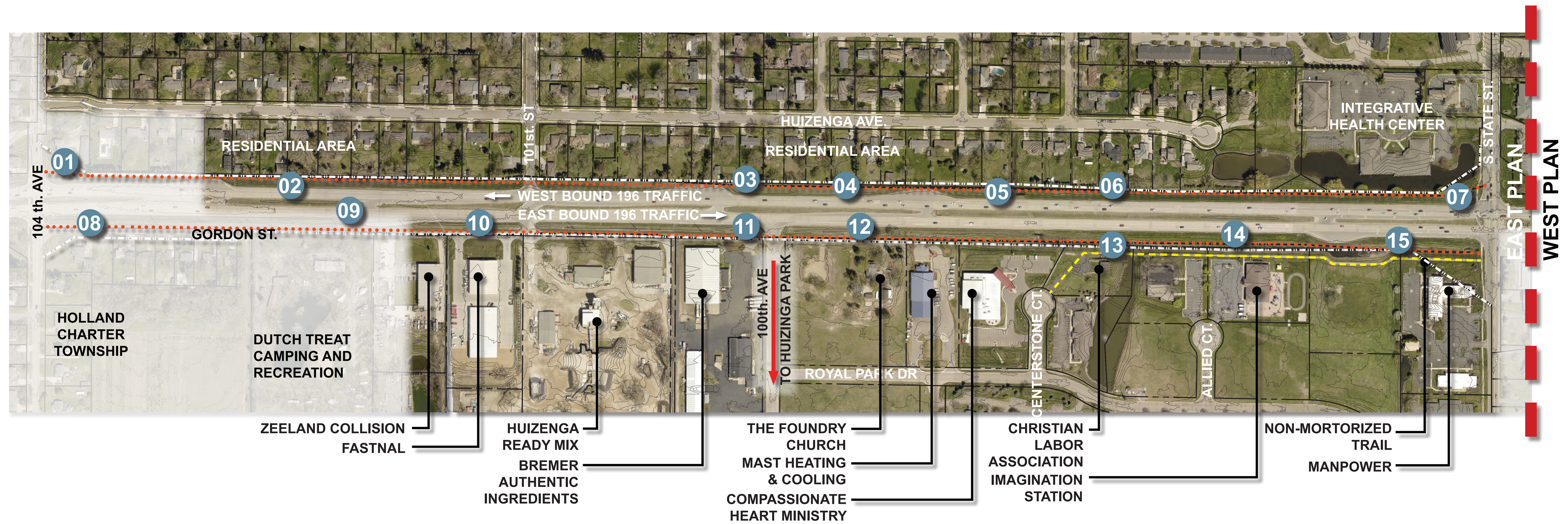
06 Road shoulder slopes steeply to edge of right of way.



07 View to pond is attractive, however, fencing collects unsightly debris.



08 View east showing utility poles and wire fencing.



09 Typical bump-out for turning trucks. Culvert shown here to allow for storm water drainage.



10 Drainage ditch between roads has vines and weeds that collect trash.



11 Large utility poles along the right of way.



12 Evergreen trees: these are some of the few inside of the right of way.



13 Culvert/bridge crossing at adjacent, non-motorized trail.



14 View across median showing flat and level mowed area.

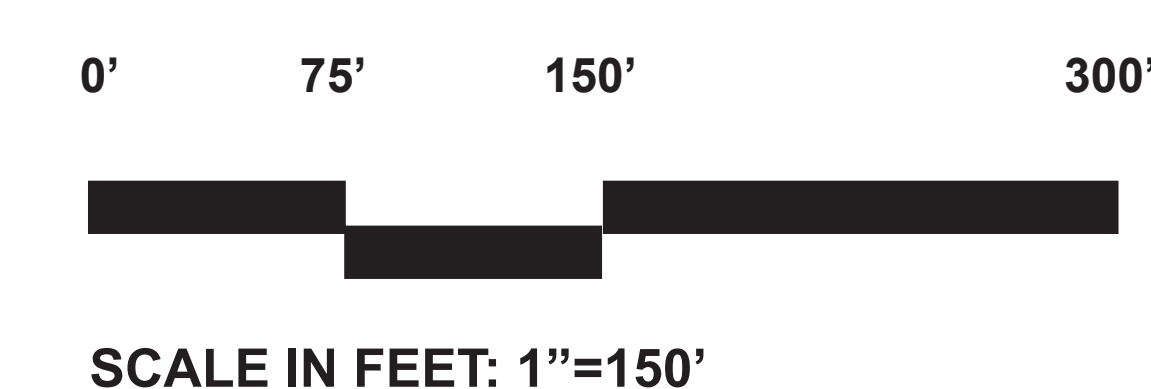


15 Wetland area along portion of right of way.

EXISTING CONDITIONS ANALYSIS - WEST

BUSINESS LOOP 196 MASTER PLAN

CITY OF ZEELAND, MICHIGAN



DATE
08.07.2021
PROJECT NO.
2103

- NON-MOTORIZED TRAIL ---
- 50' SET BACK LINE ---
- PROJECT BOUNDARY ---

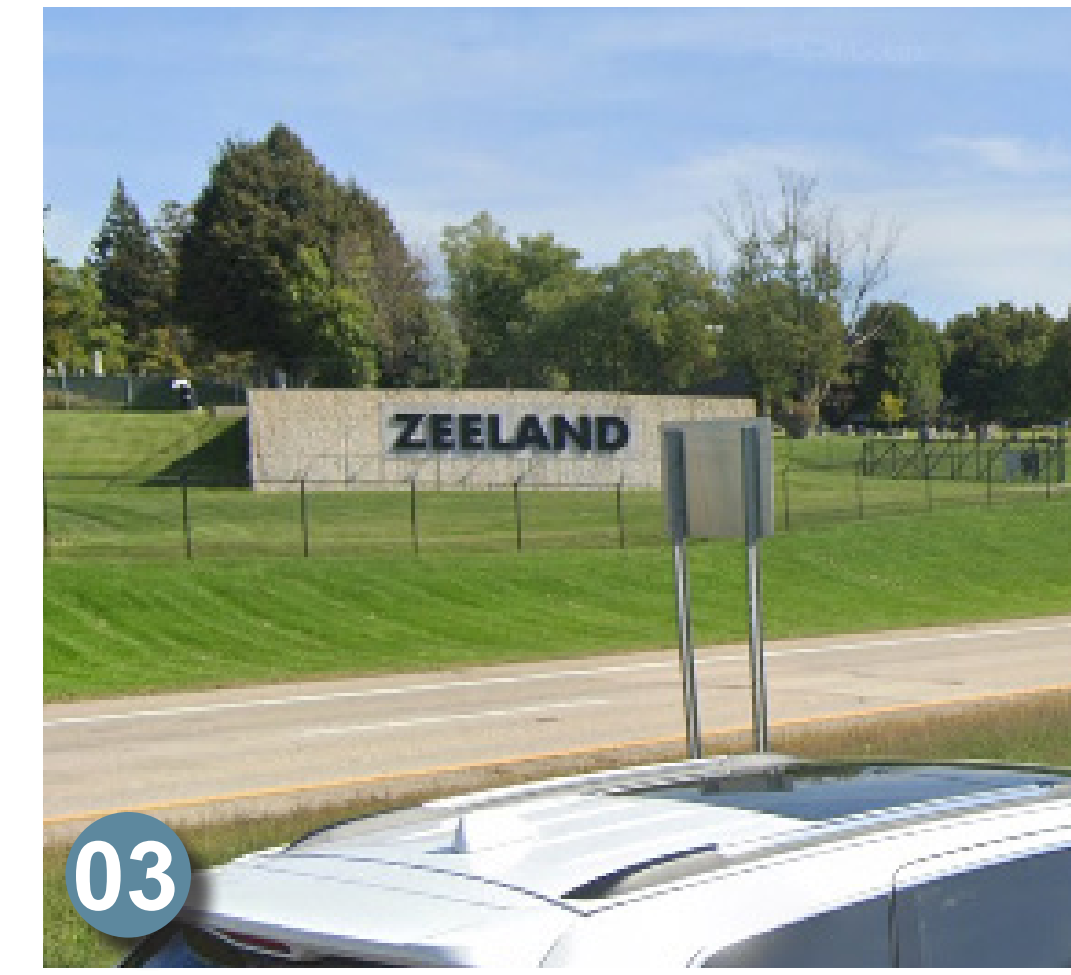




01 Small City of Zeeland sign along edge of right of way, outside of clear vision triangle.



02 Large, level, and open green areas in front of Burger King.



03 Large city sign is easily visible by fast moving traffic. Future improvement should not block sign.



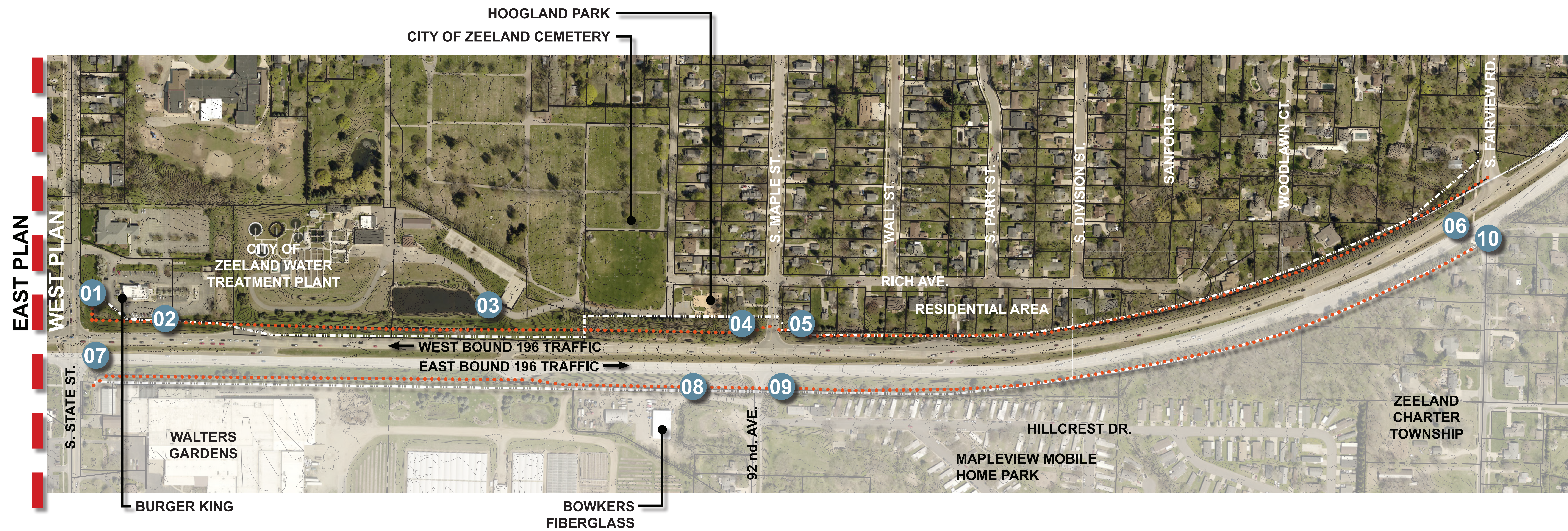
04 View looking West. Small green areas at intersection followed by heavily vegetated swale.



05 View looking East. Shows open and flat median with steep shoulders on North and South side of the road.



06 Sides of the road are heavily vegetated. Center median has slight swale. There is less signage in this area and there are no visible utilities.



07 View looking East down median. This portion of the median is relatively flat and open, except for signage. However, due to federal and MDOT standards, improvements are limited to low growing plant material and breakaway items.



08 Shoulder of road is steep and swale has wetland like plantings.

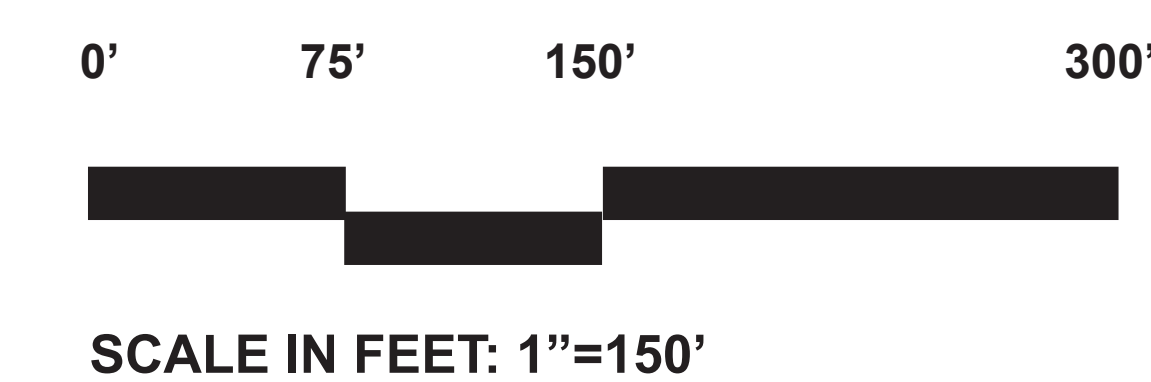


09 Grade along East bound 196 steeply slopes away from the road. Therefore, any future improvements would be below eye level.



10 View of the intersection with lighting and lots of directional signage.

EXISTING CONDITIONS ANALYSIS - EAST BUSINESS LOOP 196 MASTER PLAN CITY OF ZEELAND, MICHIGAN



DATE
08.07.2021
PROJECT NO.
2103

50' SET
BACK LINE
PROJECT
BOUNDARY



GRASSES



'BLUE DUNE' WILD RYE
Leymus arenarius 'Blue Dune'
Height: 2'-3'
Spacing: 1' o.c.



CREeping LILY-TURF
Liriope muscari 'Silver Sunproof'
Height: 8"-12"
Spacing: 10" o.c.



'LITTLE SPIRE' RUSSIAN SAGE
Perovskia atriplicifolia 'Little Spire'
Height: 2'
Spacing: 2' o.c.

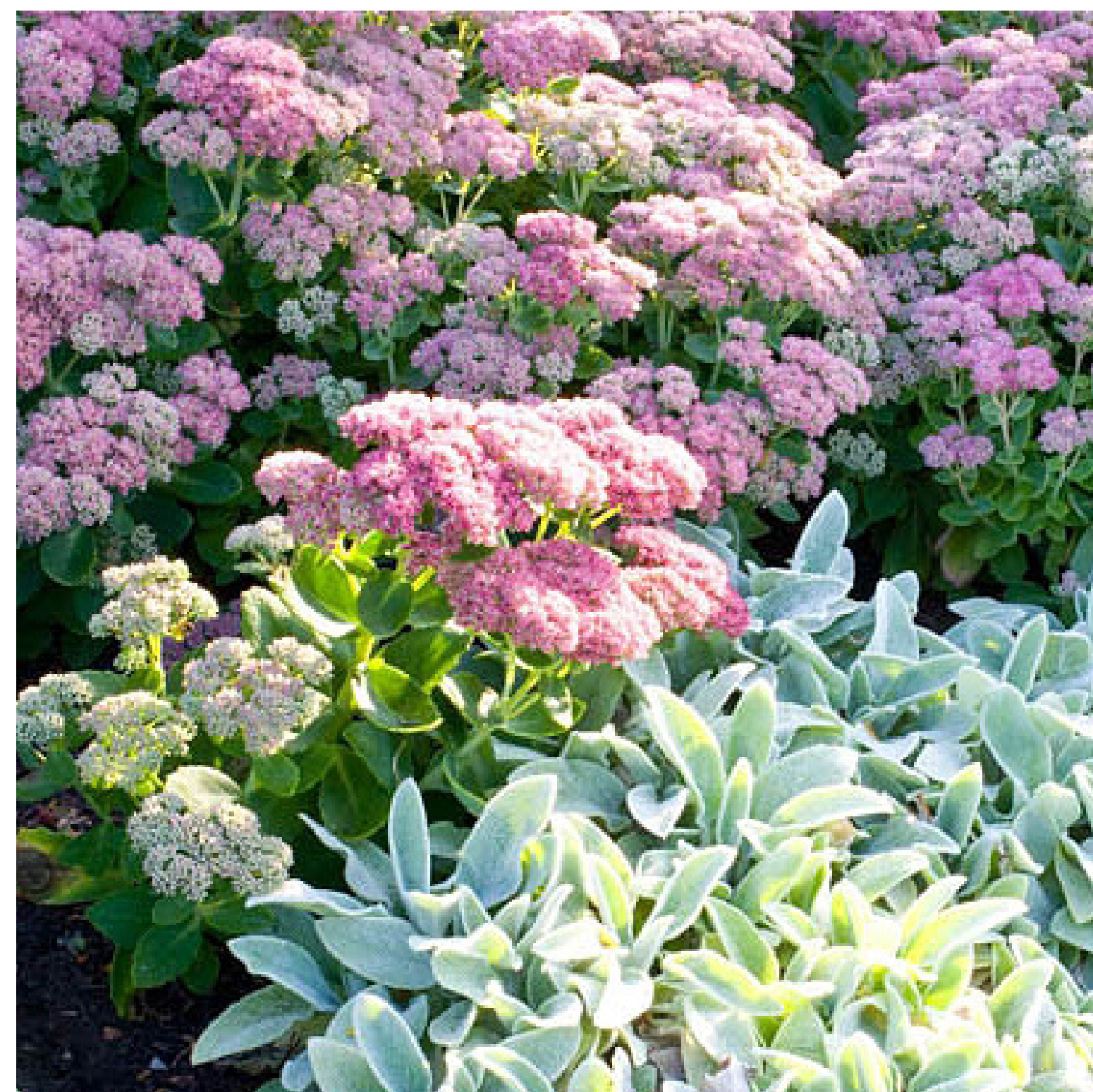


'SHENANDOAH' SWITCH GRASS
Panicum Vigatum 'Shanandoah'
Height: 3'
Spacing: 2'-6" o.c.

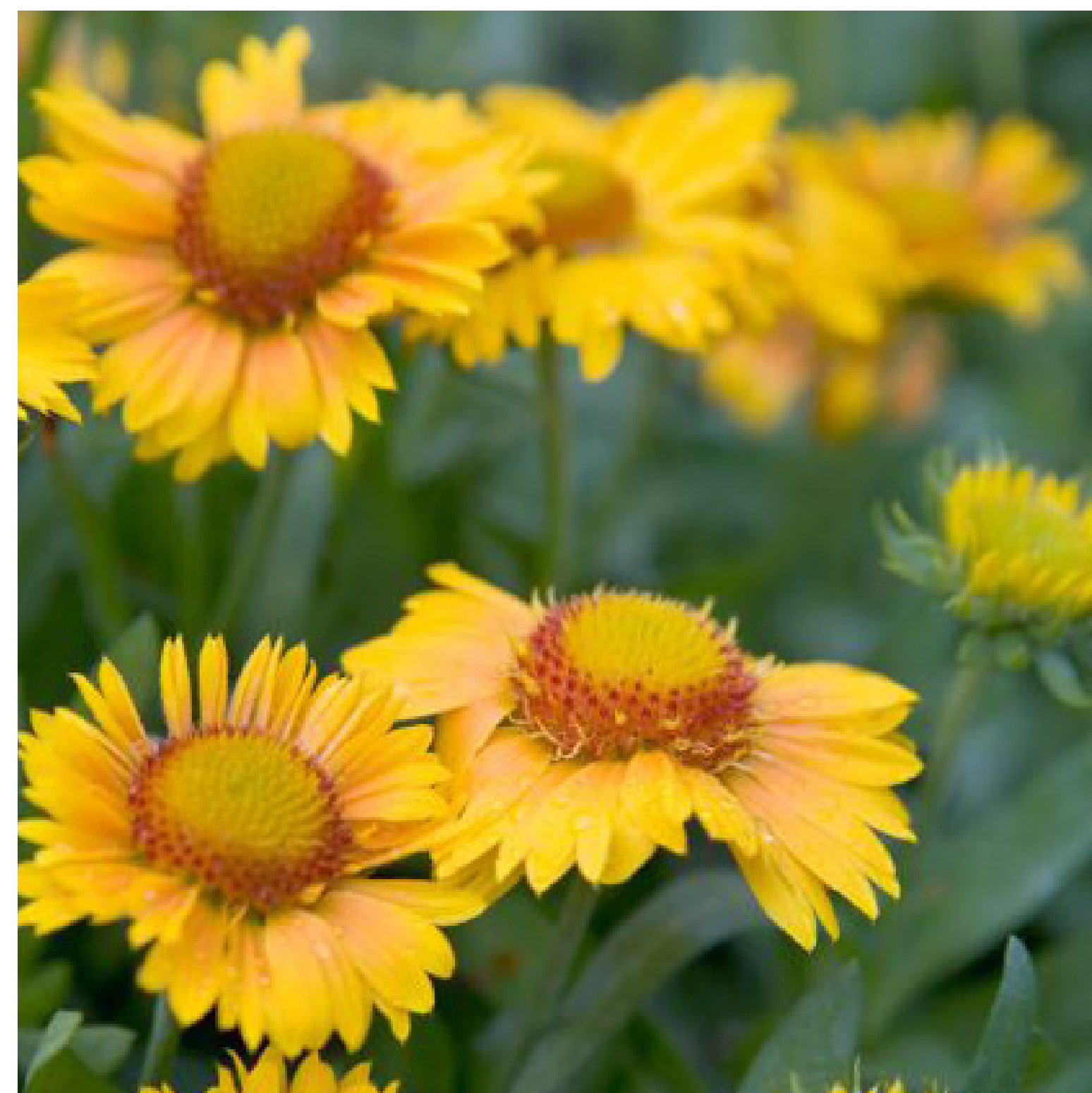


'HEAVY METAL' SWITCH GRASS
Panicum Vigatum 'Heavy Metal'
Height: 3'
Spacing: 2'-6" o.c.

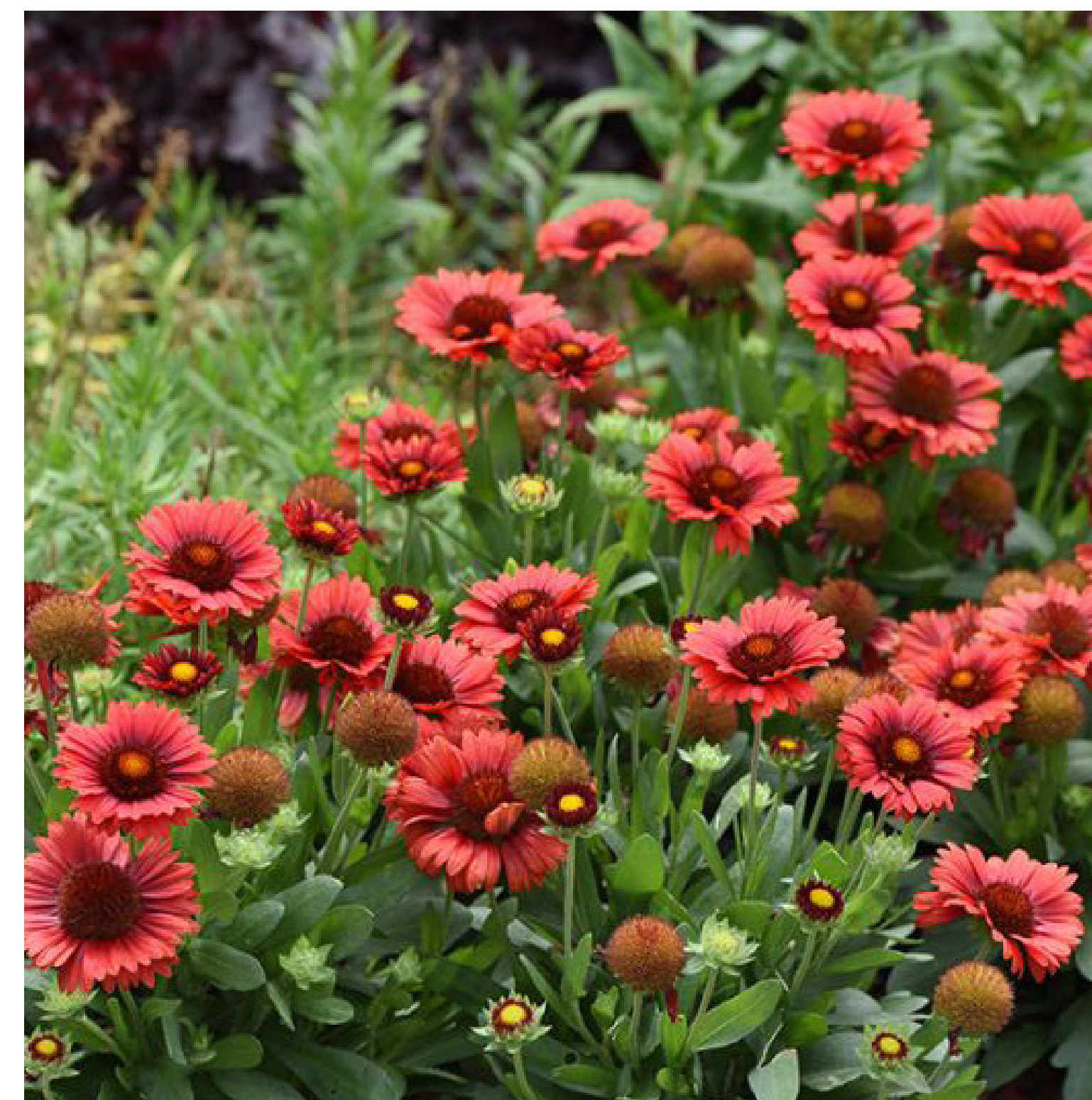
COLOR ACCENTS



'AUTUMN JOY' SEDUM
Sedum 'Autumn Joy'
Height: 14"-20"
Spacing: 10" o.c.



ARIZONA APRICOT BLANKET FLOWER
Gaillardia aristata 'Arizona Apricot'
Height: 10"
Spacing: 1' o.c.

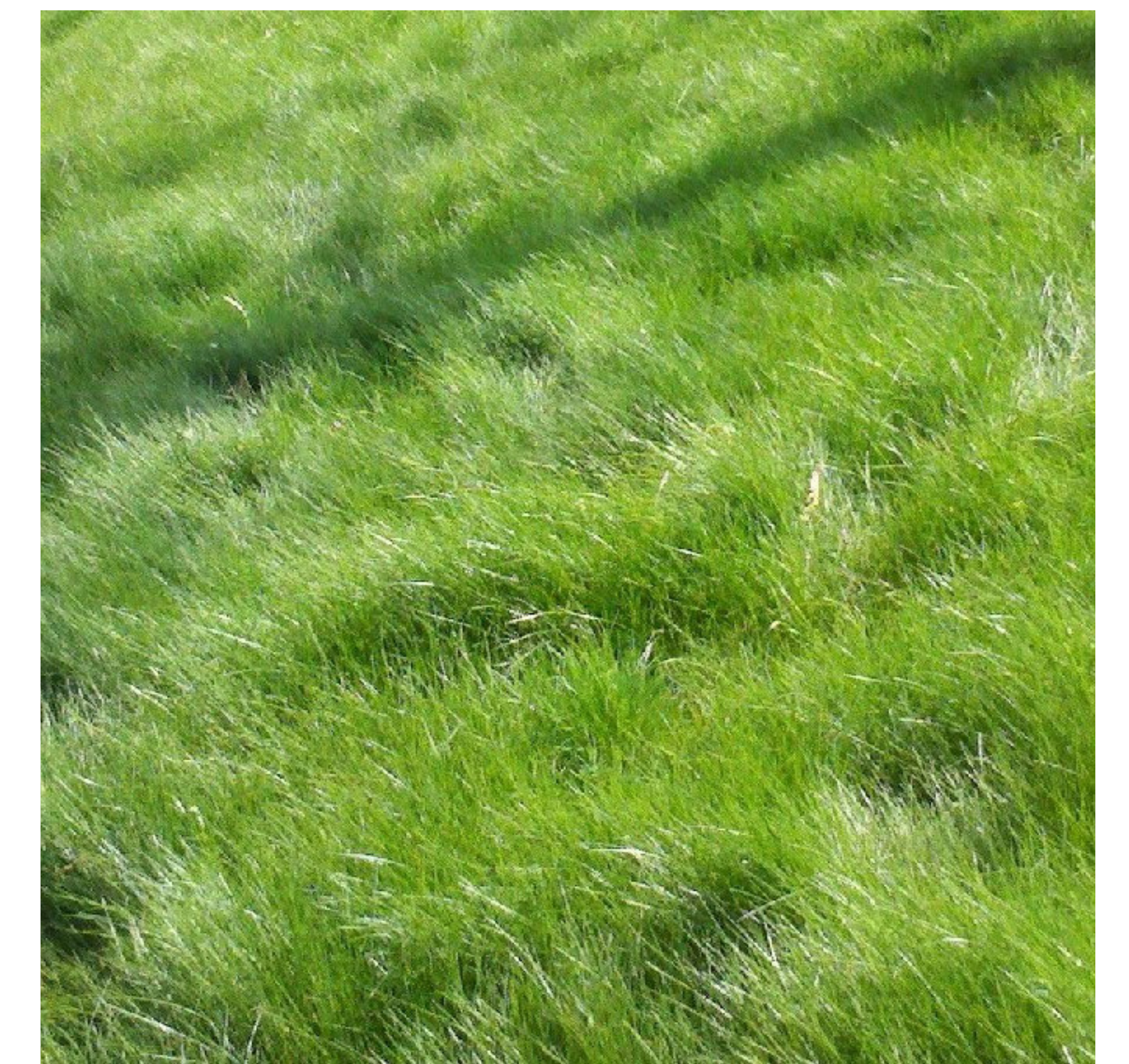


RED BLANKET FLOWER
Gaillardia aristata
Height: 1'
Spacing: 1' o.c.

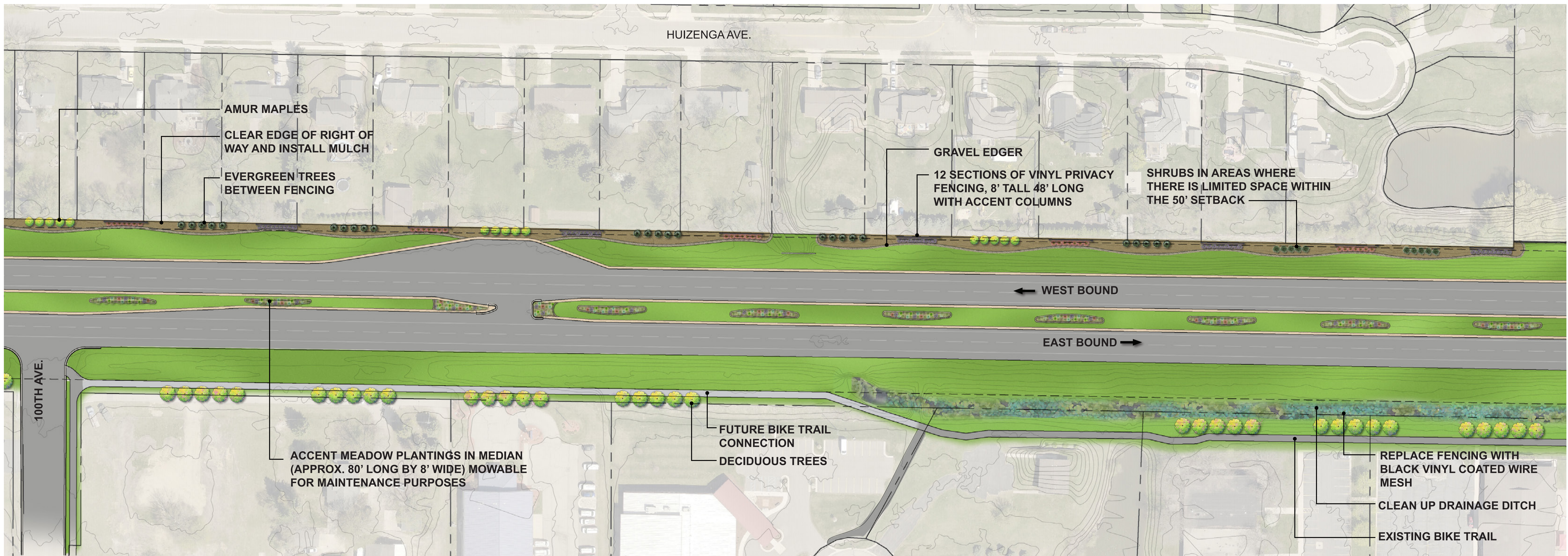


'STELLA DE 'ORO' DAYLILY
Hemerocallis 'Stella de 'Oro'
Height: 2'
Spacing: 10"

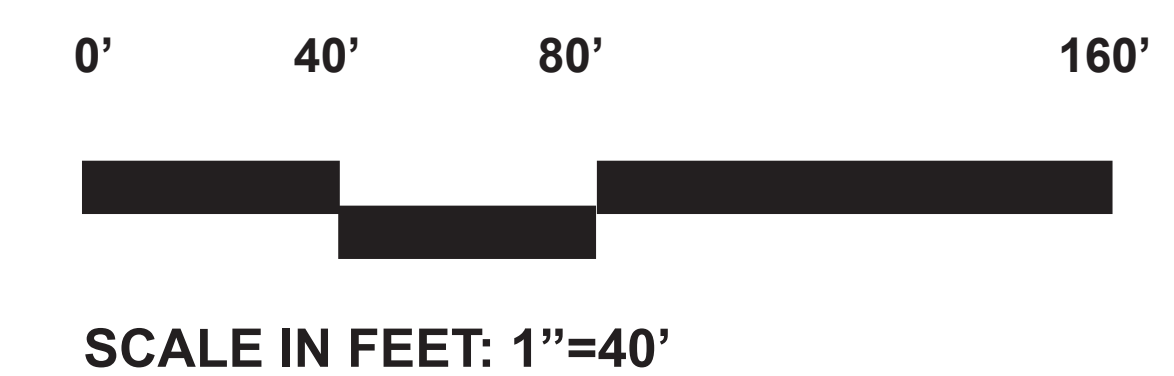
LAWN



NO MOW LAWN
Fine Fescue Grass Varieties
Height: 3" to 12"
Spacing: na

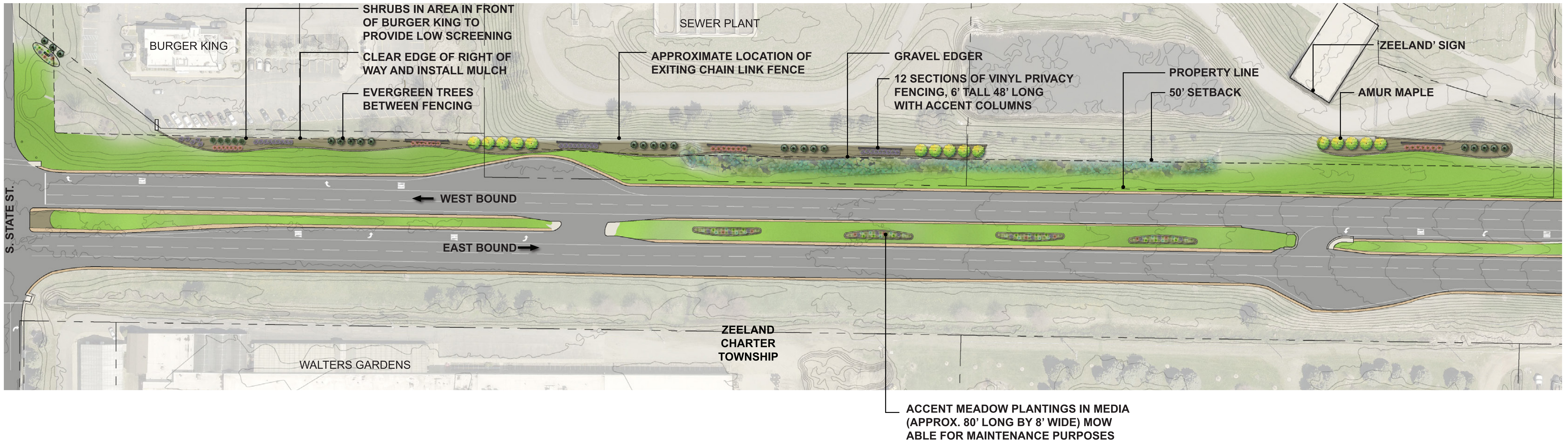


FOCUS AREA - PLAN ENLARGEMENT
BUSINESS LOOP 196 MASTER PLAN
 CITY OF ZEELAND, MICHIGAN

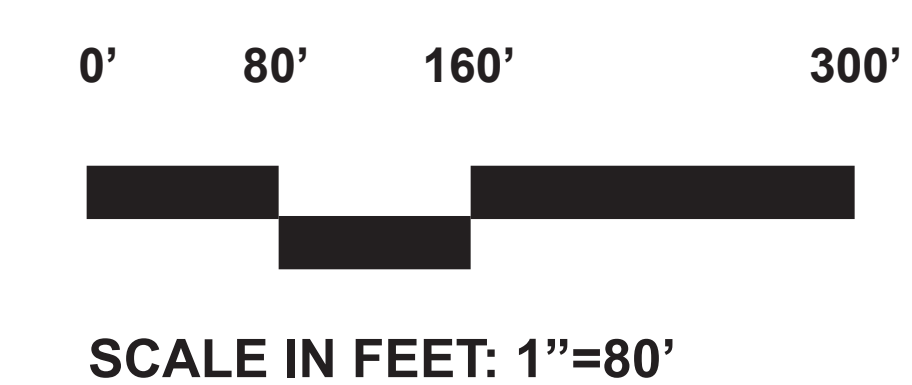


DATE
08.07.2021
PROJECT NO.
2103





CONCEPT SKETCH - EAST
BUSINESS LOOP 196 MASTER PLAN
 CITY OF ZEELAND, MICHIGAN



DATE
 08.07.2021
 PROJECT NO.
 2103





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

INTEROFFICE MEMORANDUM

TO: Mayor Van Dorp and City Council Members

FROM: Kevin Plockmeyer, ACM of Infrastructure/City Services and Finance

SUBJECT: Special Assessment Collection Ordinance

DATE: May 15, 2026

CC: City Council Work Study and Action Items May 18, 2026

The City of Zeeland is very fortunate to have a tax base that overwhelmingly pays its tax bills on time and experiences a delinquency rate of less than 0.1 percent. That being said, the City does experience occasional delinquencies.

One area in which the City is endeavoring to provide additional means of collection is unpaid special assessments. The City currently has a few outstanding special assessment installments, totaling less than \$1,000, that were not originally included on a winter or summer tax bill and remain unpaid. The City has contacted the affected property owners, but payment has not yet been received or otherwise resolved.

The proposed ordinance would amend the City Code to establish additional procedures for collecting unpaid special assessment installments. Specifically, the ordinance would allow an unpaid special assessment installment to be placed on the real property tax bill associated with the benefited parcel. The ordinance also provides that a service fee equal to the greater of \$25 or 5 percent of the unpaid installment may be added to the tax bill. If the tax bill remains unpaid, the amount would ultimately be collected by the Ottawa County Treasurer in accordance with applicable state law.

As noted above, the City has very few instances in which it struggles to collect taxes or special assessments. However, adoption of this ordinance would provide the City with an additional means to collect unpaid special assessment installments when voluntary payment efforts are unsuccessful.

FEEL THE ZEEL



Recommendation: City Council adopt an ordinance amending the City Code to allow unpaid special assessment installments to be placed on the associated parcel's real property tax bill for collection.

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

Kevin Plockmeyer, ACM of City Services/Infrastructure and Finance

CITY OF ZEELAND

ORDINANCE NO. _____

(An ordinance to adopt Section 2.340 and to add such section to
Volume I of The Code of the City of Zeeland, Michigan)

Portions of minutes of a Regular Meeting of the City Council of the City of Zeeland, County of
Ottawa, Michigan, held in the Zeeland City Hall in said City on «input», 2026, at 7:00 o'clock P.M., Local
Time.

PRESENT: Council Members _____

ABSENT: Council Members _____

The following preamble and ordinance were offered by Council Member _____
and supported by Council Member _____:

WHEREAS, the City of Zeeland levies special assessments for improvements which benefit
property owners;

AND WHEREAS, there are times when special assessments are not paid on or before their due
dates and it is necessary for the City of Zeeland to adopt procedures for the collection of unpaid special
assessment installments;

AND WHEREAS, Zeeland City Charter Section 14.25 permits the City to adopt additional
procedures to collect unpaid special assessments;

AND WHEREAS, the collection of unpaid special assessment installments will benefit the general
public since it is inequitable for the public to bear the burden and pay the costs of a benefit which was for
an improvement for which a property owner received a special benefit.

THE CITY OF ZEELAND ORDAINS.

Section 1. That Section 2-340 of Volume I of The Code of the City of Zeeland, Michigan be adopted so as to read in its entirety as follows:

“Sec. 2-340. - Special assessment alternative collection procedures.

If a special assessment installment has not been paid, on or before its due date, then one or more of the following procedures may be utilized to collect an unpaid special assessment installment:

- (a) An unpaid special assessment installment may be added to a real property tax bill for a parcel. In addition to adding the unpaid special assessment installment to a tax bill, the greater of twenty-five (\$25.00) dollars or five (5%) percent of the unpaid special assessment installment shall be added to the tax bill as a service fee because of the delinquent payment. In the event that a tax bill with an unpaid special assessment is not paid, then such billing shall be collected by the Ottawa County Treasurer in accordance with the provisions of state law which govern the collection of an unpaid tax bill.
- (b) If there is an unpaid special assessment installment, the City shall have the right to collect such unpaid special assessment installment by offsetting such charge against any amount which the City owes to a property owner as the result of an obligation of the City to such property owner. For example, if the City is obligated to pay a lease payment for a parking lot, the City may offset and deduct the unpaid special assessment installment from a lease payment.
- (c) The City may take other legal actions to collect an unpaid special assessment installment as may be authorized by the City Treasurer and the City Attorney.”

Section 2. All Ordinances or parts thereof in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

Section 3. This Ordinance shall take effect immediately upon publication thereof and is hereby declared to be an Emergency Ordinance.

This Ordinance is hereby adopted on the ____ day of _____, 2026, at a Regular Meeting of the Zeeland City Council, with the following vote:

AYES: Council Members _____

NAYS: Council Members _____

ABSENT: Council Members _____

CITY OF ZEELAND

By: _____
Richard J. Van Dorp III, Mayor

By: _____
Kristi DeVerney, Clerk

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. _____ which was duly adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on _____, 2026, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act. I hereby certify that the above Ordinance known as Ordinance No. _____ or a summary of such Ordinance was published in the Zeeland Record on the _____ day of _____, 2026.

Kristi DeVerney, City Clerk

CITY OF ZEELAND

ORDINANCE NO. _____

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ABSENT: Council Members _____

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AND WHEREAS, Zeeland City Charter Section 14.25 permits the City to adopt additional
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- (c) The City may take other legal actions to collect an unpaid special assessment installment as may be authorized by the City Treasurer and the City Attorney.”

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AYES: Council Members _____

NAYS: Council Members _____

ABSENT: Council Members _____

CITY OF ZEELAND

By: _____
Richard J. Van Dorp III, Mayor

By: _____
Kristi DeVerney, Clerk

CERTIFICATE

I hereby certify that the foregoing constitutes a true and complete copy of Ordinance No. _____ which was duly adopted by the City Council of the City of Zeeland, County of Ottawa, Michigan, at a Regular Meeting held on _____, 2026, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act. I hereby certify that the above Ordinance known as Ordinance No. _____ or a summary of such Ordinance was published in the Zeeland Record on the _____ day of _____, 2026.

Kristi DeVerney, City Clerk



CITY COUNCIL MEMORANDUM

TO: Mayor Van Dorp and Zeeland City Council

CC: Tim Klunder, City Manager

FROM: Abby deRoo, City Marketing Director

SUBJECT: 2026 Mural Project

DATE: May 15, 2026

As part of the continued effort to expand permanent public art throughout downtown Zeeland, the Marketing Department issued a call for artists for a second round of downtown murals. This opportunity generated strong interest from the artistic community, resulting in eighteen submissions for two potential mural locations from many talented artists. After careful review and evaluation of the submissions, the Marketing Department identified two finalists whose artistic styles and concepts most effectively reflected the character and vision of downtown Zeeland. (Details regarding the second finalist will be presented at a future council meeting as final proposal details are still being refined.) After reviewing all submissions, staff recommends selecting local artist Krista Arendsen for the mural installation planned for 122 E. Main Avenue. Krista previously completed Zeeland's inaugural downtown mural project, and the City remains enthusiastically pleased with the final result. Through that successful experience, the Marketing Department has developed strong confidence in Krista's artistic ability, professionalism, collaborative approach, and understanding of Zeeland's community character. Additionally, property owner, Greg Visser, has strong confidence in Krista's ability and an affection for her artistic portfolio and style. Therefore, we feel this artist/property combination is the right fit.

Krista has provided four preliminary pencil sketch concepts for the proposed mural. Similar to the process utilized during the first mural project, these conceptual sketches are intended to establish the artistic direction and overall style of the mural while still allowing flexibility throughout the creative process. These sketches are not to be interpreted as final designs but rather an artistic direction for the project. The Marketing Department is very comfortable continuing this collaborative approach and will work closely with Krista to identify and refine a final version that is most fitting for the location and representative of the Zeeland community. The Marketing team and property owner will also collaborate with the artist on the final color palette selection to ensure the artwork complements both the mural design and surrounding downtown environment.

The proposed mural will be installed on the east and south-facing brick walls at 122 E. Main Avenue. To facilitate this project, the City Attorney has prepared two agreements for City Council consideration and approval:

- 2026 Visser Artwork License Agreement between the City of Zeeland and Zeeland Hardware Etc., LLC, property owner of 122 E. Main Avenue
- 2026 Artwork Agreement between the City of Zeeland and Krista Arendsen/Art by Krista

The Artwork Agreement outlines the scope of work, project timeline, ownership rights, insurance requirements, and compensation structure for the mural installation. The License Agreement authorizes the City to utilize the building walls for installation and long-term display of the public artwork. This recommendation follows a similar process used during the City's first mural project in 2023, which resulted in a successful and well-received public art installation.

The City of Zeeland has budgeted \$25,000 in the 2025-2026 FY budget for this round of downtown murals. The proposal from Krista Arendsen/Art by Krista will use approximately \$14,500. The second mural that is being pursued (and will come before Council for review at a later date) is suggested to use the balance of the allocated budget.

Recommendation:

Staff recommends that City Council approve the 2026 Visser Artwork License Agreement between the City of Zeeland and Zeeland Hardware Etc., LLC.

Staff recommends that City Council approve the 2026 Artwork Agreement between the City of Zeeland and Krista Arendsen/Art by Krista.



Abigail deRoo, City Marketing Director



Tim Klunder, City Manager

MURAL LICENSE AGREEMENT

THIS MURAL LICENSE AGREEMENT is made between Zeeland Hardware Etc., LLC, a Michigan limited liability company, whose 331 E. Central Avenue, Zeeland, Michigan 49464 (hereinafter referred to as the “Grantor”), and the City of Zeeland, a Michigan municipal corporation, whose address is 21 S. Elm Street, Zeeland, Michigan 49464 (hereinafter referred to as “Zeeland”).

RECITALS

- A. Grantor owns property (hereinafter sometimes referred to as the “Subject Property”) situated in the City of Zeeland and this property is commonly referred to as 122 E. Main Avenue, Zeeland, Michigan 49464.
- B. Zeeland wishes to use the rear East wall and rear South wall of the Subject Property for purposes of installation of an art project (mural) to extend public art into Zeeland.
- C. The Grantor is willing to grant to Zeeland a license to use the said walls of the Subject Property for purposes of the installation of such a project.

In exchange for and in consideration of the covenants herein contained, the parties agree as follows:

1. **Grant of License.** The Grantor grants to Zeeland a license and Zeeland accepts the grant of a license to use a portion of the rear East wall and rear South wall of the Subject Property subject to the terms and conditions which are set forth herein. The Subject Property is legally described as follows:

Lot 42 of Zeeland Assessors Plat No. 1, Except that part lying South of a line described as follows: Beginning at the Northeast corner of the South 35.23 feet of Lot 41, said plat; thence Northeasterly to a point on the East line of said Lot 42 being 54.80 feet North of the Southeast corner thereof, according to the plat thereof recorded in Liber 23 of Plats, Page 4, Ottawa County Records, City of Zeeland, Ottawa County, Michigan: PPN: 70-17-19-102-032.

2. **Term.** The term of this License shall commence on August 22, 2026, and shall terminate on August 21, 2036.

3. **Use.** The Subject Property shall be used by Zeeland for the sole purpose of installation of an art project. The exact placement of the project shall be with the Grantor's written consent, provided that such consent shall not be unreasonably withheld. The art on the Subject Property will reflect the character, culture and history of Zeeland. The art project must be approved in advance by Zeeland and by the Grantor so as to ensure appropriate thematic and other relationships with the surrounding environment.

4. **Consideration.** It is hereby agreed that the City shall not be required to pay any monetary consideration to the Grantor for this license since the Grantor shall have the benefit of the said mural being present on the Subject Property.

5. **Grantor's Responsibilities.**

- A. The Grantor commits that it and its successors will not paint over, destroy, or alter the art project for no less than ten (10) years from the installation of the art project. In addition, the Grantor will not alter the building or obscure the art project for no less than ten (10) years from the installation of the project. This requirement may be waived if the Grantor submits a letter of request to Zeeland that provides legitimate proof that the Grantor must expand or remodel the building prior to the termination date of this license.
- B. Zeeland agrees that it is responsible for the maintenance of the art project during its lifetime, which shall be for no less than ten (10) years.
- C. The Grantor agrees to allow images of the completed art projects to be placed on Zeeland's website, to be reproduced in publicity material, to be used as images in videos, and to be promoted in ways that increase the destination appeal of Zeeland.

6. **Quiet Enjoyment.** If Zeeland performs and complies with all of the covenants and agreements which are to be performed on its part, the Grantor covenants and agrees that Zeeland shall have peaceful and quiet enjoyment of the Subject Property.

7. **Assignment and Sub-Licensing.** This License shall not be assigned or sublicensed by Zeeland to any person or business entity without the prior written consent of the Grantor. This License shall run with the land for the term of this License and shall be binding on the Grantor and on any successors in interest until the expiration of the term.

8. **Acceptance of Premises.** Except as otherwise agreed in writing, at the time of the installation of the art project, the act of Zeeland in taking possession of the West wall of the Subject Premises shall constitute acceptance of the same by Zeeland on an "as is" basis and acknowledgment by Zeeland that such premises was in a satisfactory and acceptable condition on the possession date.

9. **Compliance With Law.** Zeeland shall comply with and observe all laws, ordinances, rules, regulations and orders of all public authorities in connection with its activities on the Subject Property.

10. **Public Liability and Indemnity.** Zeeland shall indemnify and save harmless the Grantor and its employees and agents from any liability for loss, damage, injury or other casualty to persons or property caused or occasioned by or arising from any act, use, occupancy or negligence by or of Zeeland and any of its agents, servants, visitors, licensees or employees, occurring during the installation of the Art. In case any action or proceeding is brought against Grantor or any of its employees or agents by reason of any such claim, Zeeland, on timely notice from the Grantor, shall resist or defend such action or proceeding by counsel employed by Zeeland which shall include the taking of all permissible appeals, unless full release of the Grantor and its employees or agents is obtained by way of settlement or compromise at the expense of Zeeland or its insurance carrier.

11. **Casualty.** In the event of damage to or destruction of the Subject Property by fire, storm or any other casualty or accident, this License shall terminate. In no event shall the Grantor be responsible for loss or damage to improvements or personal property owned by Zeeland or placed on the Subject Property by Zeeland, which are caused by fire, theft, loss, vandalism or other casualty.

12. **Notices.** No waiver or notice shall be effective unless in writing. All notices, consents, waivers and other communications required or permitted by this License Agreement shall be in writing or in electronic form as hereafter provided and shall be deemed given to a party when (a) delivered by personal service; (b) sent by email with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail return receipt requested, in each case to the attention of the person who signed this License Agreement. Any party to this License Agreement may give a written notice of a change of its address to the other party to this License Agreement.

13. **No Waiver.** The failure of either party to enforce any covenant or condition of this License Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this License. No provision of this License shall be deemed to have been waived unless such waiver shall be in writing.

14. **Memorandum.** At the request of either party, a memorandum giving notice of this License may be recorded in the Office of the Ottawa County Register of Deeds.

15. **Successors and Assigns.** This License Agreement shall inure to the benefit of and be binding upon the parties hereto and their representatives, successors and assigns, as the case may be; provided, however, that Zeeland may not assign this License, except as provided above.

16. **Title.** Zeeland acknowledges that the Grantor is the owner of the Subject Property and that Zeeland has a License to use such premises according to the terms of this Agreement and no other rights therein.

17. **Laws.** This License shall be interpreted and enforced by the laws of the State of Michigan.

18. **Severability.** If any provision of this License Agreement or its application to any person or circumstance is, for any reason and to any extent, invalid or unenforceable, the remainder of this License Agreement and the application of the provision to other persons or circumstances shall not be affected by it, but rather shall be enforced to the greatest extent permitted by law.

19. **Captions.** Any section titles or captions contained in this License Agreement are for convenience only and shall not be deemed part of the context of this License Agreement.

20. **Modifying the Agreement.** This License Agreement may be modified only by a written agreement which is signed by both parties.

21. **Counterparts.** This License Agreement may be executed in multiple counterparts, and each shall be deemed to be an original.

22. **Effect.** The undersigned hereby acknowledge that they have authority and have been authorized to sign this License Agreement by the respective parties.

23. **Entire Agreement.** This is the entire License Agreement between the Grantor and Zeeland.

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



PUBLIC ARTWORK AGREEMENT

THIS AGREEMENT is entered into this 22nd day of May, 2026, by and between the City of Zeeland, a Michigan municipal corporation, whose address is 21 S. Elm Street, Zeeland, Michigan 49464, (hereinafter referred to as the “City”), and Krista Arendsen whose address is 671 Bosma Avenue, Holland, Michigan 49424 (hereinafter sometimes referred to as “the Artist”).

RECITALS

- A. The City has decided to incorporate works of art throughout the City; and
- B. The Artist has submitted a proposal which is set forth on Exhibit A, and the City has selected its proposal (the “Project”); and
- C. The parties wish to memorialize their understandings about the Project in a binding contract.

NOW THEREFORE, in consideration of the promises and obligations set forth below, the parties agree as follows:

1. Scope of the Work.

Artist must furnish all of the materials and perform all of the work for the Project as shown on the drawings as described in the specifications attached hereto as Exhibit A and incorporated by reference into this Agreement. The Project consists in general terms the design, fabrication and installation of the Project. The Artist’s work must be of high quality, in compliance with generally accepted standards of workmanship, and in conformity with this Agreement.

The City agrees to provide the items and/or services as shown on the attached Exhibit B, and incorporated by referenced into this Agreement.

2. Protection, Prevention of Site Access and Risk.

The Artist must use reasonable efforts at all times to safely guard the Project, the property on which the Project will be installed and the adjacent property (the "Subject Property"), including underground utilities, from damage, injury or loss in connection with the Project. Artist shall take such precautionary measures as are reasonably necessary to protect persons, property and the work done under this Agreement.

During installation of the Project, Artist shall clean up the site at reasonable intervals and at other times when directed by the City. At all times while finish work is being performed, the site shall be kept clean, free from dust, construction debris and trash. Directly upon completion of the Project, Artist shall remove from the site all equipment and any waste materials not previously disposed of so as to leave the site thoroughly clean and ready for the City's final inspection.

The Artist must protect the Project and related materials from damage due to the nature of the work, the elements, carelessness of the Artist, or from any cause until the completion and acceptance of the Project by the City. The Artist assumes all risks of loss or damages under this Agreement arising out of the nature of the work, the elements, carelessness of the Artist, or from any other causes which may be encountered in the performance of the work, until final acceptance of the Project by the City, except losses or damages proximately caused by the City, its employees, agents or other contractors.

3. Time of Completion and Formal Acceptance.

The Project shall be fully completed and installed by Artist within six weeks from the date in which the Artist has access to the prepped site. Unless delays are caused by the City, or by events beyond the control of both parties, at which time the completion date may be amended. Any extensions of time must be agreed to in writing by both parties.

The Artist must notify the City when the Project is fully installed and complete. Upon inspection, the City will formally accept the Project as completed. If the City does not consider the Project to be completed due to unresolved issues or defects, the City shall describe the outstanding issues or defects and the time frame in which the Artist must then cure such defects before the City will accept the Project.

4. City Representative.

The City will designate its project representative who will make all necessary and proper decisions with reference to the Project within the scope of his or her authority. Artist must direct all requests for clarification or instruction to the City's representatives. Abby deRoo and Kerri VanDorp are the City's representatives to the Project.

5. Design and Construction Fee.

The total design and construction fee paid by the City to Artist under this Agreement will be fourteen thousand five hundred (\$14,500) dollars, plus or minus ten (10%) percent of such base contract

amount based upon the time which is spent or the materials which are utilized. Such consideration is based on the specifications that were provided by the Artist as shown on Exhibit A. The fee includes the costs for all design work, materials, labor, insurance, equipment rentals, delivery and installation of the Project.

6. Payment Schedule and Terms.

Payment shall occur as follows:

- 50% upon the signing of this Agreement (\$7,250); and,
- 50% upon the installation and acceptance of the Project by the City (the balance of the project consideration).

Invoices shall be submitted by the Artist to the City for each payment and payment shall be made within 30 days of receipt. Artist shall pay all subcontractors promptly.

The City will not make the final payment until the Project has been completed and accepted and until it has accepted maintenance instructions for the Project.

7. Ownership and Rights Related to the Project.

7.1. Ownership. Ownership of the Project shall pass to the City upon Final Acceptance. Artist shall confirm in writing that ownership of the work belongs to the City. Artist hereby irrevocably assigns, conveys and otherwise transfers to the City and its respective successors and assigns title to the Project.

7.2. Reproduction. In view of the intention that the Project in its final dimensions shall be unique, Artist shall not make any additional exact duplicate reproduction of the final Project, nor shall Artist grant permission to others to do so except with the written permission of the City. Artist hereby grants to the City an irrevocable license to make two-dimensional reproductions of the Project for non-commercial purposes, including, but not limited to, reproductions which may be used in advertising, brochures, media publicity, and catalogues or other similar publications. The Artist, however, may use photographic reproductions of the Project in its portfolio, in critical and scholarly writings, or for non-commercial purposes, including reproductions in advertising brochures, media publicity, and catalogues or other similar publications.

7.3. Copyright Notice. The Artist shall place a copyright notice on the Project that informs the public that a work is protected by copyright, identifies the copyright owner, and shows the year of first publication.

7.4. Registration. If the copyright is registered with the U.S. Copyright Office, the Artist shall provide the City with a copy of the application for registration, the registration number, and the effective date of the registration.

7.5. Rights Under the Visual Artists' Rights Act. To the extent the uses, modification, destruction or removal of the Project under this Agreement affects any rights that Artist may have under the provisions of federal or state law, including the 1990 Visual Artists' Rights Act under 17 U.S.C §106A(a) and §113, the Artist hereby knowingly waives any rights provided by those laws.

8. Maintenance, Repairs and Restoration.

8.1. Maintenance. The City recognizes that maintenance of the Project on a regular basis is essential to the integrity of the Project. The City will be solely obliged to maintain the Project after Final Acceptance. The City shall nonetheless have the right to determine, in its sole discretion, when and if maintenance, repairs, and restoration to the Project will be made.

8.2. Removal, Relocation, or Destruction. Nothing in this Agreement shall preclude any right of the City, in its sole discretion, to remove the Project from the public display.

9. Warranties.

9.1. Uniqueness. The Artist represents and warrants to the City that the Project is artistically unique and agrees not to create or be involved in the creation of an identical artwork within 100 miles of the City. Additionally, Artist represents and warrants that:

- A. The Project is solely the result of the artistic effort of the Artist;
- B. Except as otherwise disclosed in writing to the City prior to the time of execution hereof, the Project is unique and original and does not infringe upon any copyright and any other property or personal right;
- C. Neither the Project delivered hereunder, nor a duplicate thereof, has been accepted for sale elsewhere; and
- D. The Project is free and clear of any liens or claims or encumbrances from any source whatsoever.

The Artist shall defend and indemnify the City if a third party asserts a copyright infringement or claim involving the Project.

9.2. Workmanship. Artist warrants to City that all work performed will be performed in a good workmanship like manner.

9.3. Materials. The Project, as fabricated and executed, will use materials that are of good quality, fit for the selected purpose, within manufacturer tolerances and warranties, and free from all faults and defects not inherent in the quality required.

9.4. Defects & Deficiencies. Any work or material that is found to be defective or deficient within one year of acceptance of the Project shall be corrected or repaired by the Artist, without cost to City. Such correction or repair shall be made after the receipt of a written notice from the City unless the City has previously issued a Change Order accepting the defect or deficiency or if the City is the cause of the defect or deficiency. If the City asks Artist to repair damage caused to the Project not related to the

design, workmanship, or materials, for example by vandalism, collision, extreme environment conditions, or other unforeseeable causes, the City will reimburse Artist for reasonable material and labor costs for such repairs.

This warranty and guarantee exclude any responsibility on the part of Artist to remedy any defect or deficiency if such defect is caused by any abuse, misuse, or failure to properly maintain the Project by the City and or if the defect is the result of changes or modifications that were not performed by the Artist.

In the event of an alteration or damage to the Project, whether intentional or accidental, the Artist shall have the right to disclaim authorship of the Project. Upon written request of the Artist to the City, the City shall remove the identification signature at its own expense.

10. Indemnification.

The Artist shall defend, release, indemnify and save and hold harmless the City from any and all claims, demands, suits, liabilities, actions, causes of action, or legal or equitable proceedings of any kind or nature, including worker's compensation claims of or by anyone whomsoever to the extent that such claims, losses, damages, or expenses are caused by the Artist's intentional or negligent acts, errors, or omissions, including acts or omissions of the Artist or their officers, employees, representatives, suppliers, invitees, licensees, sub-contractors, contractors, and agents.

Provided, however, the Artist need not indemnify and save harmless the City, its officers, agents, and employees from damages proximately resulting from the negligence of the City's officers, agents, and employees. This indemnity clause shall also cover the City's reasonable defense costs in the event that the City, in its sole discretion, elects to provide its own defense. The insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the Artist under the terms of the Agreement. The Artist shall procure and maintain at its own expense and cost any additional kinds and amounts of insurance that in their judgment may be necessary for their proper protection in the prosecution of the services hereunder. This indemnity clause shall survive termination of this Agreement.

11. Insurance.

Artist agrees to procure and maintain in force during the installation of the Art, at its own cost, the following minimum coverages:

- A. Worker's Compensation and Employers' Liability

- B. Commercial General Liability
 - i. Bodily Injury & Property Damage General Aggregate Limit \$1,000,000
 - ii. Personal & Advertising Injury Limit \$1,000,000
 - iii. Each Occurrence Limit \$1,000,000

The policy shall be on an Occurrence Form and shall include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage.

All insurance policies (except Worker's Compensation) shall include the City of Zeeland as an additional insured.

Artist, or Artist's insurance broker, shall notify the City of any cancellation or reduction in coverage or limits of any insurance within seven (7) days of receipt of insurer's notification to that effect. The Artist shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

12. Termination/Default.

A. Termination. The City may terminate this Agreement by giving no less than fourteen (14) days written notice to the Artist. In such event, the City will compensate Artist for all services performed and materials provided or procured to the date Artist receives the notice of termination, together with reasonable expenses, unless the parties agree otherwise in writing.

B. Default. Each and every term and condition of this Agreement is deemed to be a material element of this Agreement. If either party fails or refuses to perform according to the terms of this Agreement, it may be declared in default thereof. A declaration of default by either party must be made in writing to the other party, describe how the allegedly defaulting party has failed to perform according to the terms of this Agreement, and shall provide an opportunity for consultation with the other party to review what steps may be necessary to cure the default.

C. Remedies Upon Default. If one party declares the other in default of this Agreement and performance is possible, the allegedly defaulting party will have a period of fourteen (14) days within which to cure the default. If the allegedly defaulting party fails to correct the default or timely performance is not possible, the party declaring default may elect to: (1) immediately terminate the Agreement; (2) treat the Agreement as continuing and require specific performance; and/or (3) avail itself of any other remedy at law or equity. If either party elects to terminate the agreement for default, termination will be effective upon the mailing, by the terminating party, of written notice of termination to the defaulting party and the City will compensate the Artist for all services performed and materials provided or procured in accordance with the terms of this Agreement up to the point of termination. Artist will deliver or otherwise make available all design plans, sketches, fabrications, or other materials that the Artist may have created or purchased in performance of the Agreement up to the point of termination.

13. Miscellaneous Provisions.

A. Assignment. Artist understands that the City enters into this Agreement based on the special abilities of Artist and that the City considers this Agreement to be an agreement for personal services. Accordingly, Artist may neither assign any responsibility nor delegate any duties arising under

this Agreement without prior written consent of the City; with the exception that the Artist may have assistance for such items as measuring, painting infill, site set up and site monitoring.

B. Independent Contractor. Artist is an independent contractor. The Artist shall not be deemed to be, nor shall Artist represent itself as being an employee or partner of the City. No employee or officer of the City shall supervise the Artist. The Artist is not entitled to worker's compensation benefits and is obligated to directly pay federal and state income tax on the consideration which is earned under this Agreement.

C. License and Business. The Artist must hold, in the Artist's name, all necessary licenses and permits to perform the work. The Artist must have full authority to do business in the State of Michigan and have a designated place of business for making and accepting communications with or from the City. The Artist must maintain a current address and telephone number with the City throughout the term of this Agreement.

D. Notices. No waiver or notice shall be effective unless in writing. All notices, consents, waivers and other communications required or permitted by this License Agreement shall be in writing or in electronic form as hereafter provided and shall be deemed given to a party when (a) delivered by personal service; (b) sent by email with confirmation of transmission by the transmitting equipment; or (c) received or rejected by the addressee, if sent by certified mail return receipt requested, in each case to the attention of the person who signed this License Agreement. Any party to this License Agreement may give a written notice of a change of its address to the other party to this License Agreement.

E. Governing Law. This Agreement is governed by the laws of the State of Michigan.

F. Authority. Artist warrants that the individual executing this Agreement is properly authorized to bind the Artist to this Agreement.

G. Headings. The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

H. Severability. If any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law or the State of Michigan, the validity of the remaining portions or provisions shall be unaffected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

I. Disputes. The parties agree to use the principles of collaboration and cooperation, to identify and engage in measures to prevent and resolve potential sources of conflict before they escalate into disputes, claims or legal actions. The Parties agree that any and all claims, controversies, breaches or disputes arising from or related to this Agreement, including those pertaining to the formation, construction, performance, applicability, interpretation, or enforceability of this Agreement is subject to a requirement to mediation in Michigan prior to filing any lawsuit.

J. Entire Agreement. This document constitutes the entire agreement between the parties and supersedes all prior understandings and discussions. This Agreement may only be modified in writing by an amendment signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ARTIST:

CITY OF ZEELAND

Krista Arendsen

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

By: _____
Krisi DeVerney, Its City Clerk

EXHIBIT A

Art Specifications
Estimate

Service Provider: **Art By Krista**
Krista Arendsen
671 Bosma Ave.
Holland, MI 49424
kkarendsen@gmail.com
(616) 566-5073

Date 6/8/26

Customer: City of Zeeland
21 S. Elm Street
Zeeland, MI 49464

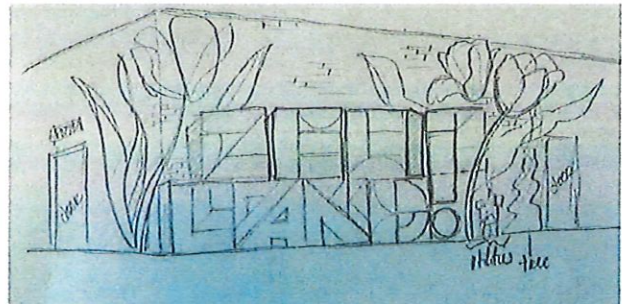
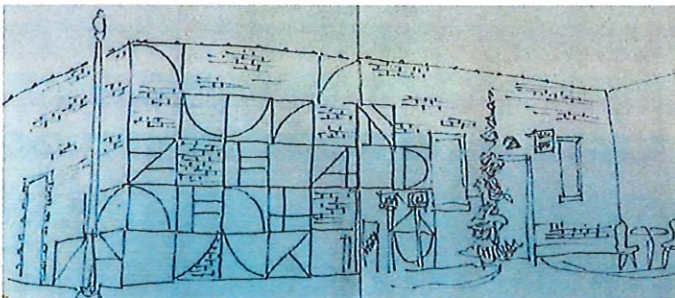
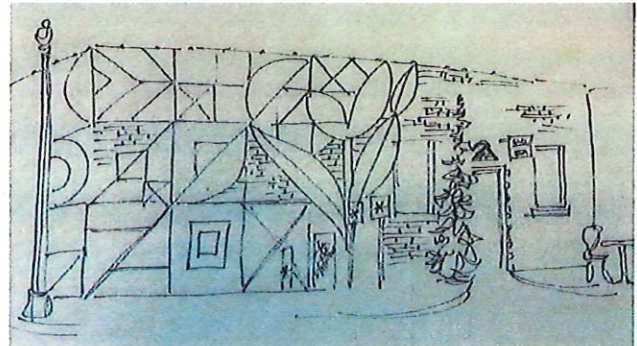
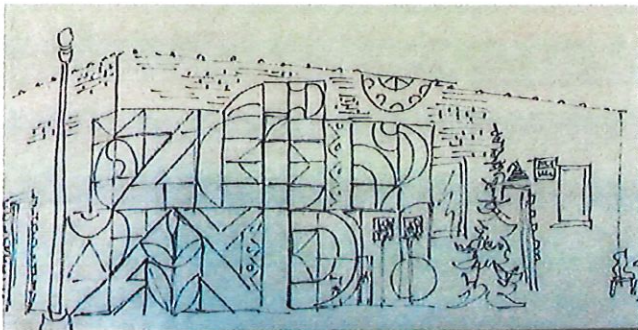
Project: Zeeland2 Mural

Original mural artwork painted on east and south facing brick wall at 122 E. Main Ave, Zeeland.
Size approximately 350 sq ft.

Price

\$14,500 +/-10%

The concept is a display of vibrant modern design, reflecting Zeeland's continual growth and advancement of creativity, flexibility and ingenuity through shape and color. Final design and color selection to be made by City of Zeeland Marketing Department prior to painting.



Authorized Signature:


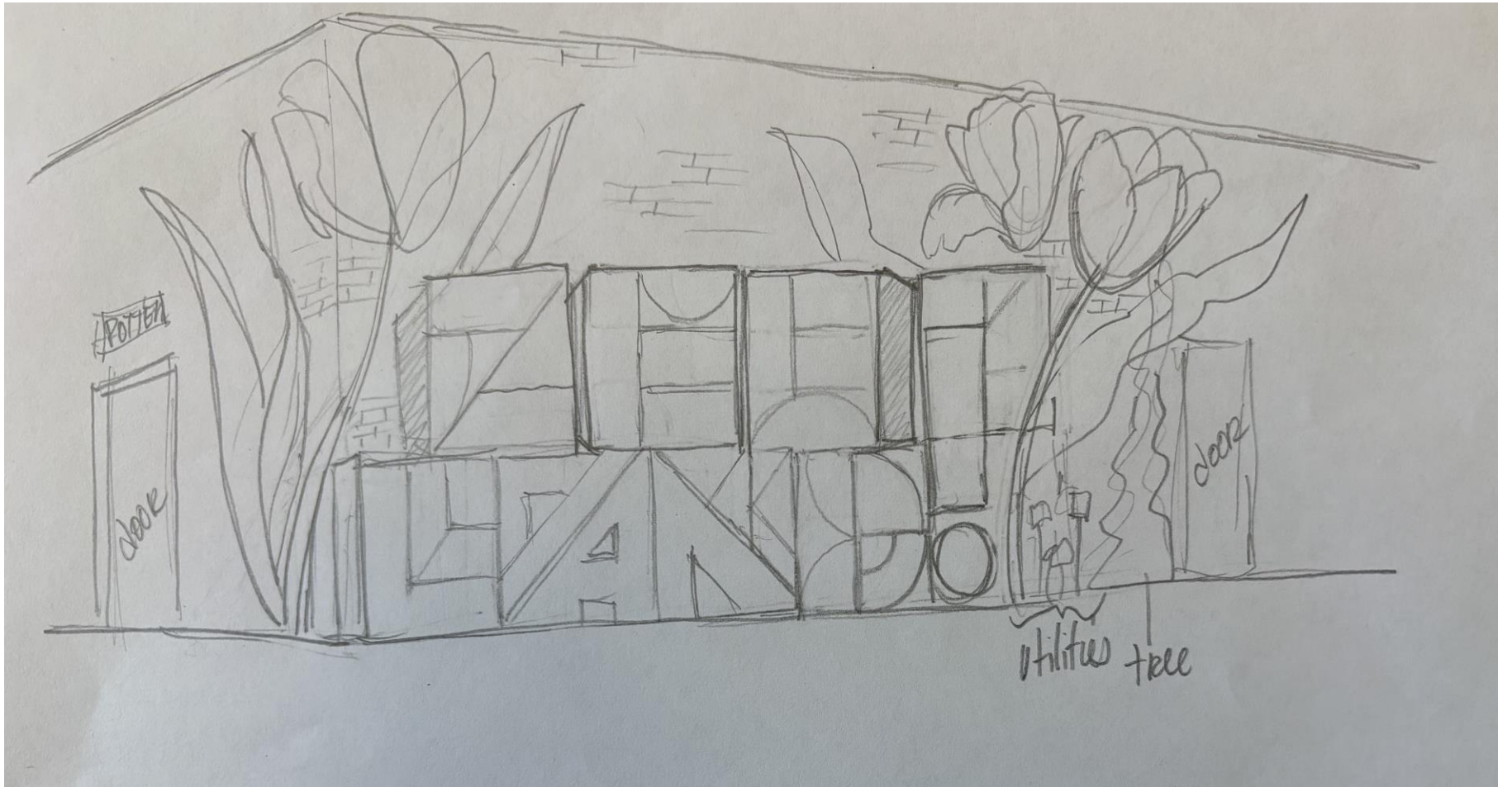

Krista Arendsen

EXHIBIT B

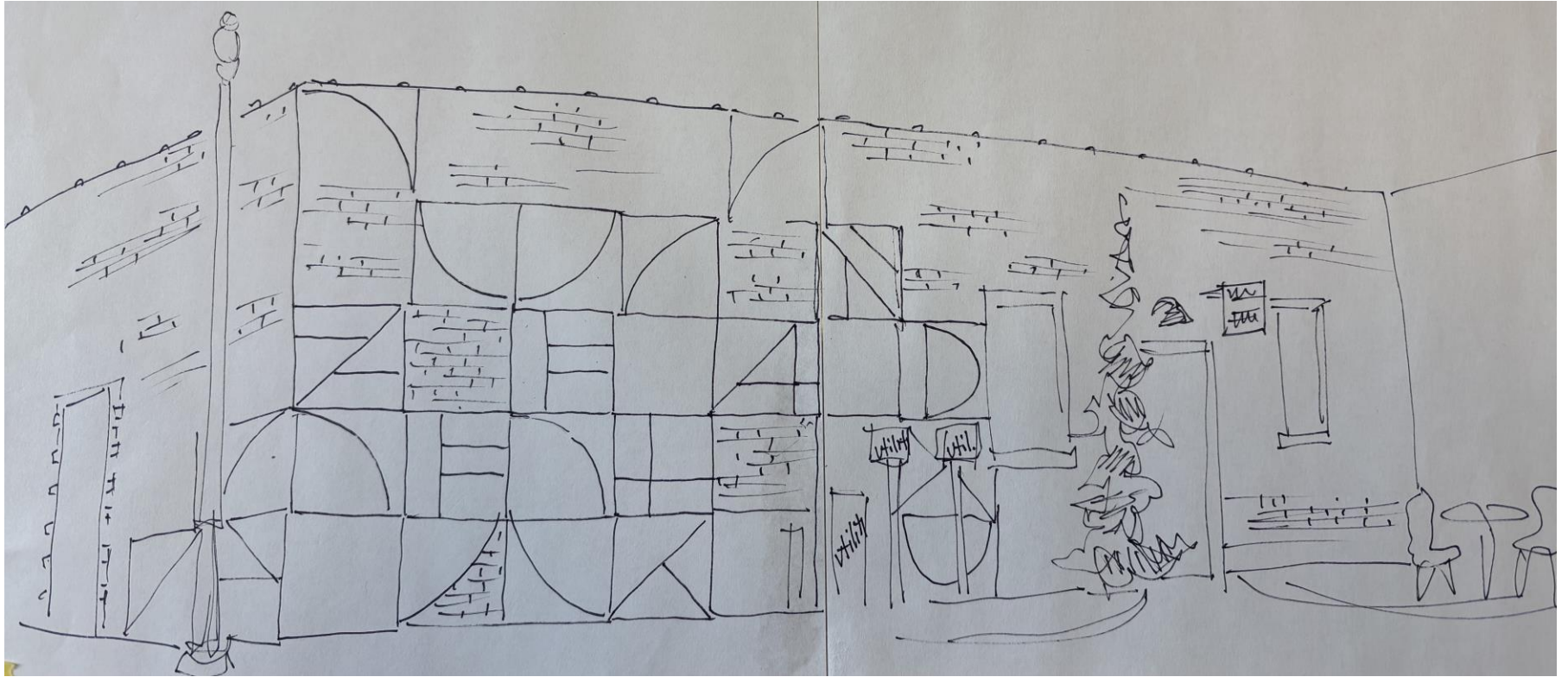
Services to be Provided by the City

The services to be provided by the City of Zeeland are as follows:

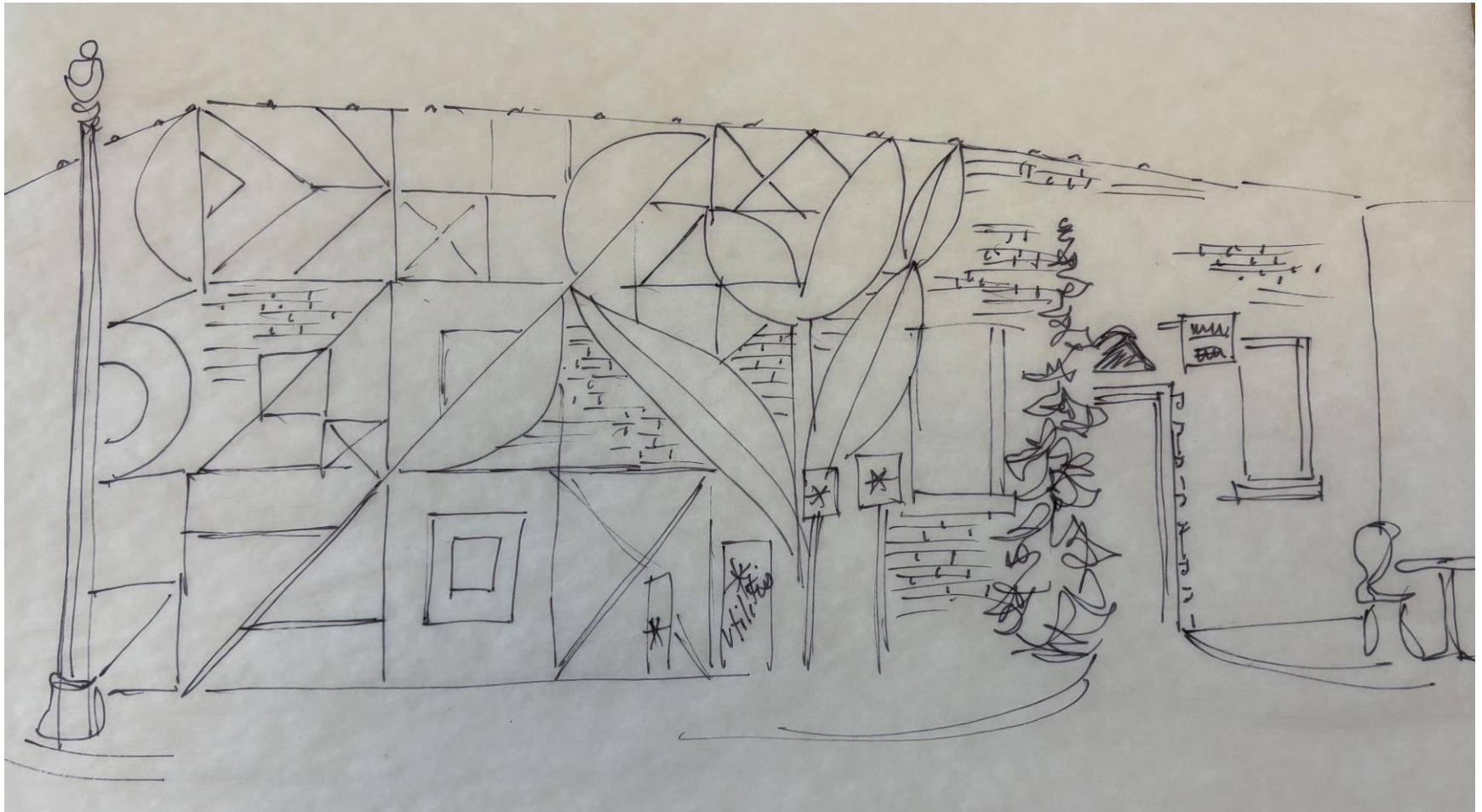
1. Preparation of the wall at 122 E. Main for painting– including cleaning and any brick/mortar repair, if needed
2. Provide barricades/cones to block off the project site
3. Provide a water source
4. Provide a water drain



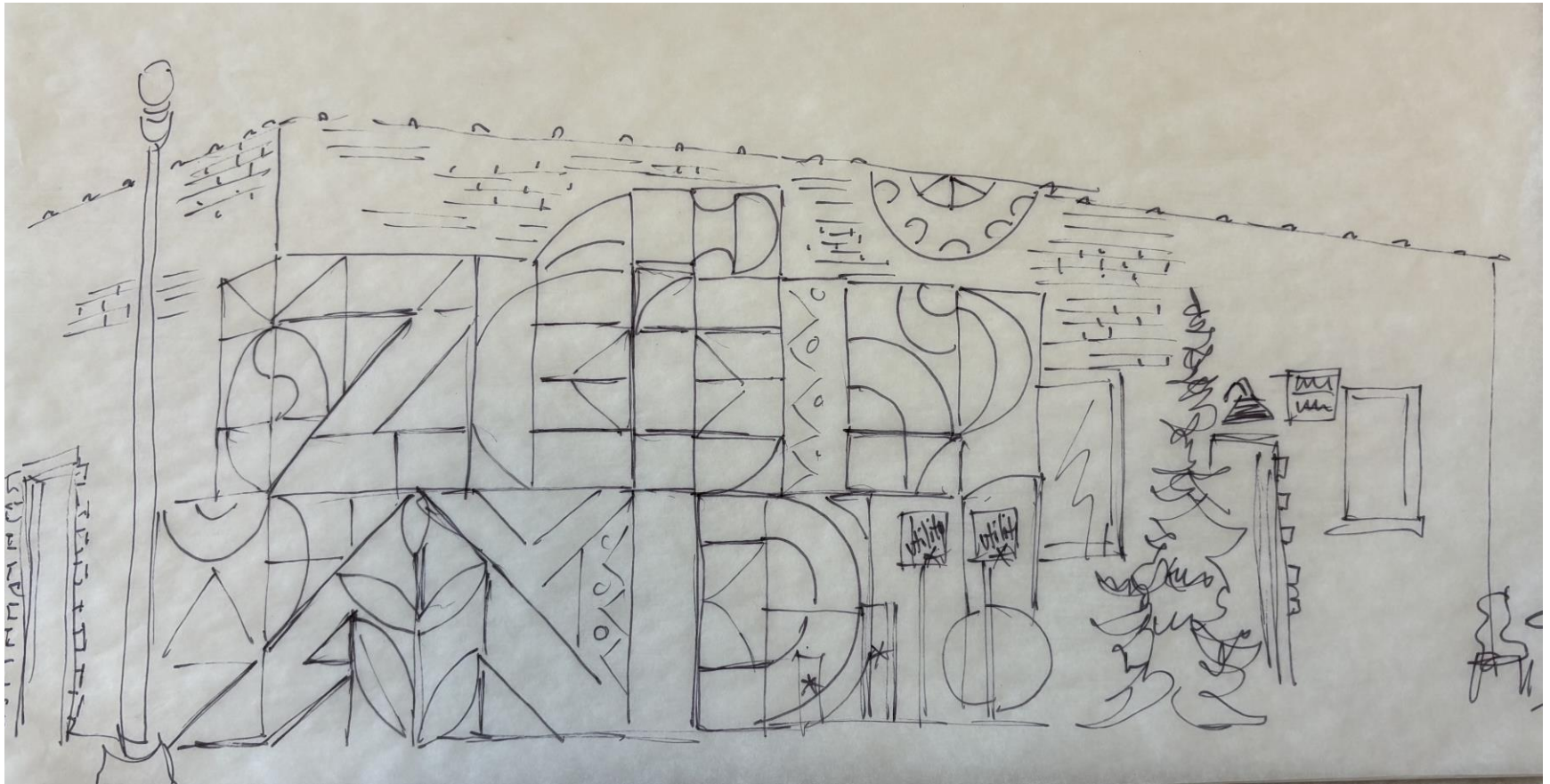
OPTION 1



OPTION 2



OPTION 3



OPTION 4



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

CITY COUNCIL MEMORANDUM

TO: Mayor Richard Van Dorp III and City Councilmembers

FROM: Tim Klunder, City Manager

SUBJECT: Easement Addendum – First Christian Reformed Church Parking Lot Easement

DATE: May 15, 2026

CC: May 18th Council Agenda

BACKGROUND: The city has had a long-term lease with First Christian Reformed Church for public use of its parking lot exclusive of Sundays and overnight use. The “current” agreement dates to 2022 at which time the city made a capital contribution to the repaving of the parking lot and agreed to split the snowplowing cost and future parking lot maintenance cost (years 11 – 20). The current term of the easement is through 2042.

During the summer of 2025 the city implemented a plan to better utilize municipal parking lots (north and south) for customer parking. One of the efforts has been to limit parking in the north and south lots during the weekdays to a 4-hour time limit. This effort naturally “pushed” vehicles to the outer lots that we have easements for – including the church lots.

As a result of the increased use on church lots, we initially had a re-evaluation request of our easement with North Street CRC by their leadership. (Side note, we have agreed in concept to an amended easement agreement with North Street CRC and that should be coming to City Council soon.) While those discussions were ongoing, we felt we should proactively look at amending our easement with First CRC and 2nd Reformed (separate recommendation for easement amendment included on Monday’s agenda for 2nd Reformed).

The proposed easement amendment (attached) for First CRC would now have the city pay 85% of the snowplowing cost and future maintenance cost (years 11 – 20 of the agreement). Currently the agreement notes splitting those costs. As a reminder, the city previously made

FEEL THE ZEEL



a capital contribution to the repaving of the lot (2022) and pays for a portion of the maintenance of the lot, thus this funding model will remain in the agreement versus a lease rate per spot.

From a dollar perspective, this past winter under the split formula we would pay \$2,006.25 and under the proposed formula we would pay \$3,410.60. A difference of \$1,404.35. For reference, the 85% is based on the city's use of the parking lot six out of seven days of the week. The church appreciates the city's acknowledgement of greater use of their parking lot with this proposed amendment.

RECOMMENDATION: Our city leadership team recommends that City Council move to approve the Easement Addendum to the First Christian Reformed Church/City of Zeeland parking lot agreement as attached hereto.

Timothy R. Klunder, City Manager

FIRST LEASE ADDENDUM

First Christian Reformed Church/City of Zeeland (For a Parking Lot Lease)

NOW COMES, First Christian Reformed Church of Zeeland, a Michigan ecclesiastical corporation, whose address is 15 S. Church Street, Zeeland, Michigan 49464, hereinafter referred to as the "1st CRC", and the City of Zeeland, a Michigan municipal corporation, whose address is 21 S. Elm Street, Zeeland, Michigan 49464, hereinafter referred to as the "City", and state:

Recitals

WHEREAS, the 1st CRC and the City have agreed upon the terms of a Parking Lot Lease Addendum ("Addendum")

NOW, THEREFORE, THE 1ST CRC AND THE CITY AGREE AS FOLLOWS:

1. Section 4 Amendment. Section 4 of the original Parking Lot Lease with the City is hereby amended to read in its entirety as follows:

"4. Snow Plowing. The City shall be liable for 85% and the 1st CRC shall be liable for 15% of the cost of snow plowing the three lots. (All snow plowing of other driveways, other handicapped parking areas, and the sidewalks on the 1st CRC property shall be cleared by the 1st CRC at its expense.) The 1st CRC shall supply a snow storage area on its property for the piles of snow for snow from the three parking lots. The City hereby agrees to haul away the snow from the snow piles from the lots which it is leasing during the term of the Lease or during any extension thereof, and the City shall be liable for the cost of such snow removal. This snow removal shall only be provided on days of the week during which City personnel and equipment are available for snow removal."

2. Section 6 Amendment. Section 6 of the original Parking Lot Lease with the City is hereby amended to read in its entirety as follows:

"6. Other Maintenance. The City agrees to repair damage to the 1st CRC parking lot that was done during snow plowing and removal. The 1st CRC shall perform all other routine and necessary maintenance on the parking lot, including re-striping, re-sealing, and pavement repairs during the first ten years of the lease. For years 11 - 20, the City shall be liable for 85% and the 1st CRC shall be liable for 15% of such routine parking lot maintenance."

3. Miscellaneous. The captions of this Addendum are for convenience only and shall not be used to construe or limit the intent of a paragraph. This Addendum shall be executed in two or more counterparts, and each counterpart shall be deemed to be an original.

4. Effect. This Addendum is an amendment to the Parking Lot Lease Easement which was signed by the 1st CRC on May 20, 2022. This Addendum and the original Parking Lot Lease Easement shall be binding upon the parties and upon their successors and assigns. For a copy of the original Parking Lot Lease, see the attached Exhibit A. The said Parking Lot Lease as it has been amended shall be interpreted in accordance with the laws for the State of Michigan.

IN WITNESS THEREOF, on the ____ day of April, 2026.

1st CRC
FIRST CHRISTIAN REFORMED CHURCH OF ZEELAND

By: _____

Its

By: _____

Its

IN WITNESS THEREOF, on the ____ day of April, 2026.

CITY:
CITY OF ZEELAND

By: _____

Richard J. Van Dorp III
Its Mayor

By: _____

Kristi DeVerney
Its Clerk

EXHIBIT A

PARKING LOT LEASE DATED May 20, 2022



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

CITY COUNCIL MEMORANDUM

TO: Mayor Richard Van Dorp III and City Councilmembers

FROM: Tim Klunder, City Manager

SUBJECT: Third Easement Addendum – Second Reformed Church Parking Lot Easement

DATE: May 15, 2026

CC: May 18th Council Agenda

BACKGROUND: The city has had a long-term lease with Second Reformed Church for public use of its parking lot exclusive of Sundays and overnight use. The “current” agreement dates to 2004. It has since been amended for (1) the church coordinated the snowplowing for a period – the city’s contractor once again maintains at the current time and (2) we made an additional capital contribution to reconstruct the lot in 2018 (an initial capital contribution was made in 2004) extending the term of the easement to 2034.

During the summer of 2025 the city implemented a plan to better utilize municipal parking lots (north and south) for customer parking. One of the efforts has been to limit parking in the north and south lots during the weekdays to a 4-hour time limit. This effort naturally “pushed” vehicles to the outer lots that we have easements for – including the church lots.

As a result of the increased use on church lots, we initially had a re-evaluation request of our easement with North Street CRC by their leadership. (Side note, we have agreed in concept to an amended easement agreement with North Street CRC and that should be coming to City Council soon.) While those discussions were ongoing, we felt we should proactively look at amending our easement with 2nd Reformed and 1st CRC (separate recommendation for easement amendment included on Monday’s agenda for 1st CRC).

The proposed easement amendment (attached) for 2nd Reformed would now have the city pay 85% of the snowplowing cost and maintenance cost (current agreement splits those

FEEL THE ZEEL



costs). As a reminder, the city has previously made capital contributions to the reconstruction of the lot and pays for a portion of the maintenance of the lot, thus this funding model will remain in the agreement versus a lease rate per spot.

From a dollar perspective, this past winter under the split formula we would pay \$1,734.38 and under the proposed formula we would pay \$2,948.44. A difference of \$1,214.06. For reference, the 85% is based on the city's use of the parking lot six out of seven days of the week. The church appreciates the city's acknowledgement of greater use of their parking lot with this proposed amendment.

RECOMMENDATION: Our city leadership team recommends that City Council move to approve the Third Easement Addendum to the Second Reformed Church/City of Zeeland parking lot agreement as attached hereto.

Timothy R. Klunder, City Manager

THIRD EASEMENT ADDENDUM
Second Reformed Church/City of Zeeland
(For a Parking Lot)

NOW COMES, Second Reformed Church, a Michigan Ecclesiastical Corporation, whose address is 225 E. Central Avenue, Zeeland, Michigan 49464, hereinafter referred to as the “Church”, and the City of Zeeland, a Michigan Municipal Corporation, whose address is 21 S. Elm Street, Zeeland, Michigan 49464, hereinafter referred to as the “City”, and state:

Recitals

WHEREAS, the parties signed an easement and amendments to such easement which permits the City to use the parking lot for public parking until July 21, 2034;

AND WHEREAS, the parties desire to sign a third amendment to their parking easement agreement so as to provide that the City shall be liable for 85% of the snow plowing and the routine maintenance costs of such parking lot because of the increase in the public’s utilizing the said parking lot.

NOW, THEREFORE, THE CHURCH AND THE CITY AGREE AS FOLLOWS:

1. Section 5 Amendment. Section 5 of the original easement for the City is hereby amended to read in its entirety as follows:

“5. Snow Plowing. The City shall snow plot the parking lot and the City shall be liable for 85% and the Church shall be liable for 15% of the cost of snow plowing the lot. The snow plowing shall be performed in the same manner and under the same standards that the City plows its remaining lots. The Church shall supply a snow storage area on its property for the piles of snow from the parking lot. The City hereby agrees to haul away the snow from the snow piles from the lot which it is leasing during the term of the lease or during any extension thereof, and the City shall be liable for the cost of such snow removal. This snow removal shall only be provided on days of the week during which City personnel and equipment are available for snow removal. The City shall not be liable to plow snow under the canopy of the Church.”

2. Section 6 Amendment. Section 6 of the original easement for the City is hereby amended to read in its entirety as follows:

“6. Other Maintenance. The City shall be liable for 85% and the Church shall be liable for 15% of the routine maintenance costs of the parking lot during the term of the easement. Any damage done to the parking lot as a result of snow plowing, snow removal or other permitted uses is to be repaired by the respective party responsible for such damage.”

3. Miscellaneous. The captions of this Third Easement Addendum are for convenience only and shall not be used to construe or limit the intent of a paragraph. This Third Easement Addendum shall be executed in two or more counterparts, and each counterpart shall be deemed to be an original.

4. Effect. This Third Easement Addendum is an amendment to the Easement which was signed by the parties in July, 2004. This Third Easement Addendum, the Second Easement Addendum, the First Easement Addendum and the original Easement shall be binding upon the parties, and upon their successors and assigns. For a copy of the original Easement and its First and Second Easement Addendums, see the attached Exhibit A. The said Easement as it has been amended shall be interpreted in accordance with the laws for the State of Michigan.

IN WITNESS THEREOF, on the ____ day of April, 2026.

CHURCH:
SECOND REFORMED CHURCH

By: _____

Its President

By: _____

Its Vice President

IN WITNESS THEREOF, on the ____ day of April, 2026.

CITY:
CITY OF ZEELAND

By: _____

Richard J. Van Dorp III
Its Mayor

By: _____

Kristi DeVerney
Its Clerk

EXHIBIT A

Easement dated July 21, 2004

and

First Easement Addendum dated March 23, 2010

Second Easement Addendum dated August 23, 2018