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**Charter Township of Kalamazoo  
Brownfield Authority  
Minutes of a Regular Meeting  
January 7, 2016**

A meeting of the Charter Township of Kalamazoo Brownfield Authority was held on January 7, 2016 at the Township Hall commencing at 8:45 p.m.

**Present were:**

Charles Rothrock  
Sarah Milne  
Chairman Robert VanderKlok  
Henry Dingemans  
Robert Talbot  
Steve Leuty  
William Chapman

**Absent were:**

None.

Also present were Township Planning Consultant/Zoning Administrator Nathan Mehmed and Township Attorney Roxanne Seeber. There were no visitors.

**Set Agenda.**

Rothrock moved, supported by Milne to approve the agenda as submitted. The motion passed unanimously.

**Election of Officers**

VanderKlok remarked that the officers are usually consistent with those of the Planning Commission, although that was not a requirement. Rothrock moved, supported by Leuty to appoint the officers as follows:

Chairman-VanderKlok; Vice Chairman-Dingemans; Secretary- Talbot.

The motion passed unanimously.

**Discussion.**

VanderKlok indicated that he had invited Supervisor Reid and Treasurer Cochran to the meeting but neither was available. He gave a short history of the Brownfield Authority, indicating that a previous Township Supervisor Gary Cramer had championed the Township's brownfield redevelopment efforts. VanderKlok provided copies of a couple of brownfield redevelopment plans that had been adopted in the past. A subsequent supervisor, Terrie Mellinger, had not been as interested in brownfield redevelopment and, as a result, the importance of the Township's Brownfield Authority and activities had substantially diminished. As he understood the present situation, the County Brownfield Authority was to initiate brownfield redevelopment. If activities were to take place within Kalamazoo Township, the county was to send the matter to the Township's Brownfield Redevelopment Authority for a determination as to

1 whether the site was within the Township's Brownfield Redevelopment plan. If it was not, then the  
2 Township Brownfield Authority would consider amending its plan.

3  
4 VanderKlok provided his last known copy of a Township BRA Plan, indicating that it was dated  
5 2005. If the Township's Brownfield efforts were to continue, then the plan would most certainly need to  
6 be updated, he opined.

7  
8 VanderKlok voiced concern over a recent brownfield effort that the county had undertaken at the  
9 former Hi-Lo convenience store site. He had observed the Township Board approve the redevelopment  
10 plan when the Township BRA had not seen or heard of it. Part of the problem, he voiced, was that the  
11 county would then take the tax increment revenue before the township ever had a chance to get a portion  
12 or to attempt to recoup its costs.

13  
14 VanderKlok was dissatisfied with the Township's response to his inquiry. He was not sure if the  
15 Township's BRA was still functional. VanderKlok voiced concern over a couple of the county's  
16 redevelopment efforts, part of which were funded by tax increments. He cited the Goodwill Store site  
17 and stated that it does not appear that anything was done in order to remove the dilapidated building or  
18 parking lot. There had been no apparent efforts to obtain decontamination. The Goodwill property, he  
19 said, was not a taxable property prior to redevelopment. Thus, he reasoned, the county would get the  
20 entire amount of tax increment revenue. The property in question had a dry cleaning company as part  
21 of the Goodwill, Rothrock recalled.

22  
23 VanderKlok continued with an inquiry as to whether the Township BRA was still functional. If so,  
24 what is its charge? What is it supposed to do? He felt as though the Township's BRA had been left  
25 hanging for a number of years. Seeber indicated that it appeared that the Township could authorize the  
26 County BRA to undertake its activities. The Township could then enter into an intergovernmental  
27 agreement with the county. Upon inquiry, no one was aware as to whether there had been an agreement  
28 with the county or a resolution to provide that authority to the county. Rothrock recalled that over the  
29 years there had been three plans. Ken Dettloff had been the original author of the plans. There was also  
30 some kind of partnership to share the tax increments. Rothrock felt that there had been a considerable  
31 amount of Township money spent on the plans. Some of those administrative fees, at the very least,  
32 should be coming back to the Township.

33  
34 VanderKlok had been advised that the County BRA was only interested in "big" projects with at  
35 least a 25% investment return. Seeber inquired about an inventory. Rothrock and VanderKlok stated that  
36 it would be current only up to the 2005 plan; however, they could indicate what properties, if any, had  
37 been rehabilitated. VanderKlok indicated that the county appeared to be primarily concerned with the  
38 \$0 dollar value properties thus creating a larger return. Leuty recalled the Hi-Lo matter that had been  
39 approved by the Township Board. He was led to believe that the Township had given up its brownfield  
40 responsibilities to the County. However, if there were no numbers coming back from properties that were  
41 already on the list; then he was concerned. He thought that the county had purchased the Hi-Lo property  
42 on tax sale.

43  
44 VanderKlok thought that the Township had sold the Hi-Lo to the billiards company that was now  
45 operating there. Once the property was township-owned it was non-taxable. VanderKlok estimated  
46 that there was somewhere around \$400,000 lost in tax increment revenues all together, not to mention  
47 the costs to the Township to prepare and administer the brownfield redevelopment plans. Leuty indicated  
48 that he had made a call to Lotta Jarnfedlt at the county. He was hopeful that many of the Township BRA's

1 questions would be answered. Leuty had inquired as to whether Jarnfeldt had a copy of the agreement  
2 with the county. Rothrock recalled that at some point he had resigned from the County BRA. David  
3 Artley, who was formerly with the county had presented some kind of cooperative plan, he thought, but  
4 he was unsure as to whether there had been any follow through. Leuty, Rothrock and VanderKlok voiced  
5 a desire to determine how to get the whole process moving forward, in whatever mechanism it needed  
6 to, in order to remove some of the brownfields and blighted properties in the township. Leuty was unsure  
7 as to whether some bullying from the county had occurred in the past. In the end, he said, the goal was  
8 really to place these properties back onto the tax rolls and into productive use.

9  
10 VanderKlok indicated that the process for the billiards place should have been to send the matter  
11 to the Township BRA. He thought that the township may have had to spend some money, investigate  
12 and then determine whether the property should have been placed into the Township's Plan.

13  
14 VanderKlok and Rothrock indicated a desire to know what was going on with the former Goodwill  
15 site and where the tax money is going. There seemed to be a lack of communication on a lot of levels.  
16 The processes, they said, should be fully integrated in some fashion.

17  
18 VanderKlok provided his 2005 plan copy to Seeber for scanning and distribution. Seeber  
19 promised to notify VanderKlok when he could pick up the original. She said she will get into the firm's  
20 documents and see whether there were any other details available, including some kind of resolution or  
21 cooperative agreement with the county. Rothrock indicated that he may have some documents in his  
22 possession as well. Leuty will continue to follow his county leads. It is hoped that there can be some kind  
23 of a direction within the next 30 to 45 days.

24  
25 Rothrock moved, supported by Milne to adjourn the meeting at approximately 9:30 p.m. The  
26 motion passed unanimously.

27  
28 Date Minutes Prepared: January 13 2015

29 Date Minutes Approved: \_\_\_\_\_

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33 Robert Talbot, Secretary  
34 Kalamazoo Charter Township  
35 Brownfield Redevelopment Authority  
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