



Southcentral Michigan Planning Council

300 South Westnedge Avenue · Kalamazoo, Michigan 49007

Phone: (269) 385-0409 · Fax: (269) 343-3308 · Email: adams@upjohn.org

Board Meeting Agenda

MEETING DATE: Monday, March 14, 2016
MEETING TIME: 11:30 am
MEETING LOCATION: St. Joseph County Administration Building
125 West Main Street, Centreville, MI 49032

1. **Call to Order**
2. **Members Excused**
3. **Election of Chair**
 - a. The board needs to elect a Chair since Barry County is no longer a member and Geiger resigned
4. **Action: Approval of the Agenda**
5. **Action: Approval of the Minutes**
6. **Citizen Comments**
7. **Treasurer's Report**
 - a. Provided in Packet
8. **Transportation/KATS Items**
 - a. Monthly Report Presented at the meeting
9. **Discussion: Regional Prosperity Initiative**
 - a. Update on Regional Prosperity Meetings
10. **Discussion/Action: The Charter Township of Kalamazoo**
 - a. Review and act on a contract for professional services
 - b. Hiring Committee
11. **Discussion/Action: Update from the SMPC Sponsored Retirement Account Committee**
 - a. Review of discussions and actions
12. **Staff Report/Other:**
 - a. Barry County Resolution
 - b. Homer Township Master Plan
 - c. Fabius Township Master Plan Survey
 - d. St. Joseph County/Constantine Planning Workshop
13. **Board Member Comments**
14. **Action: Adjournment**

Next Meeting: May 3, 2016
W.E. Upjohn Institute
300 South Westnedge Ave, Kalamazoo, MI 49007



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Board Meeting Minutes

MEETING DATE: Tuesday, February 2, 2016
MEETING TIME: 11:30 am
MEETING LOCATION: Coldwater Municipal Building
One Grand Street, Coldwater, MI 49036

1. Call to Order

- a. The meeting was called to order at 11:32 am.

2. Attendance

- a. Members Present
 - i. Keith Baker, Robin Baker, Carahaly, Geiger, Hazelbaker, and Reid
- b. Members Excused
 - i. Dunn and Seyburn

3. Action: Approval of the Agenda

- a. Reid made a motion to approve the agenda as presented.
 - i. Hazelbaker seconded the motion.
 - ii. **The motion carried.**

4. Action: Approval of the Minutes

- a. Keith Baker made a motion to approve the agenda as amended.
 - i. Reid seconded the motion.
 - ii. **The motion carried.**

5. Citizen Comments

- a. No comments were made.

6. Invoices

- a. None

7. Treasurer's Report

- a. Provided in Packet
 - i. Adams explained the newer format of the Treasurer's Report
 1. The board felt that the report would look better with alternating columns for each project
 - ii. On the whole, the board liked the new format.

8. Transportation/KATS Items

- a. KATS staff outlined their activities for the previous month. That work included:
 - i. Extensive work with the rural task force and the administration of that program
 - ii. Gearing up for the asset management work
 - iii. Beginning to help organize a regional transportation safety plan at the request of MDOT

9. Discussion: Regional Prosperity Initiative

- a. Staff gave an overview of the program for the benefit of the new members.
- b. Staff also described the agenda for the February meeting and outlined some the activities anticipated at that meeting.
- c. Staff gave an overview of the funding to each RPI region to date.

- i. Staff noted that the committee will need to reevaluate its priorities in light of the reduced funding.
- ii. The board discussed the reduced funding and potential strategies going forward

10. Discussion/Action: SMPC Sponsored Retirement Account

- a. The board discussed the SMPC sponsored retirement account. Staff gave an extensive review of the accounts and organizational staffing.
- b. Geiger, acting as the chair, appointed Keith Baker, Carahaly, and Seyburn to a committee to review information relevant to the retirement accounts.

11. Discussion: Promotional Materials

- a. Staff presented a brochure and logo. Staff prepared the brochure and the Barry County Chamber of Commerce prepared the logo.
- b. The board made a few comments about the brochure and logo. Staff will make the revisions and present at a future meeting.

12. Discussion/Action: Barry County

- a. The Board discussed the move of Barry County and its implication on the region. Geiger noted that Barry County wished to move its membership at the start of March.
- b. The Board reviewed a Resolution of Membership Status Change and made a couple of edits.
 - i. Keith Baker made a motion to approve the resolution as amended.
 1. Reid seconded the motion.
 2. **The motion carried.**
- c. The board thanked Geiger for his leadership in the region.

13. Action: Election of Chair

- a. This item was tabled until the March meeting.

14. Staff Report/Other:

- a. Staff noted that SMPC is conducting survey work on behalf of Fabius Township. The survey is to be mailed out just before March 1st.
- b. Reid noted that Kalamazoo Township is in need of a part-time planner/zoning administrator. Reid and staff have had conversations about SMPC providing staffing for Kalamazoo Township.
 - i. The board was interested in this arrangement because it will enable the Institute to hire additional staff and increase SMPC's ability and capacity to offer similar services to other municipalities.
 - ii. Kalamazoo Township is looking to act on a contract in early February.
 - iii. The board wanted to express their support for the contract so they decided to approve the contract "in spirit".
 - iv. Hazelbaker made a motion to approve a contract with Kalamazoo Township "in spirit" for a part-time planner/zoning administrator.
 1. Keith Baker seconded
 2. Reid abstained.
 3. **The motion carried**

15. Board Member Comments

- a. Carahaly was curious if SMPC took stances on legislation. Staff noted that the Michigan Association of Regions (MAR) can take stances on behalf of regions. The board was satisfied funneling our positions through MAR.
 - i. The board discussed Historic Preservation legislation in the Michigan State Legislature

16. Action: Adjournment

- a. The meeting was adjourned at 1:14 pm

Next Meeting: March 1, 2016
St. Joseph County Building
125 W Main Street, Centreville, MI 49032

W.E. Upjohn Institute for Employment Research

Projects 34050, 34051, 34052, 34053

SouthCentral Michigan Planning Council

	34050 Fiscal YTD 2016	<i>34050 SMPC General Budget</i>	34051 Fiscal YTD 2016	<i>34051 SMPC RPI Budget</i>	34052 Fiscal YTD 2016	<i>34052 SMPC Plan Budget</i>	34053 Fiscal YTD 2016	<i>34053 SMPC Transp Budget</i>	Total FY 2016 To Date	<i>Total SMPC Budget</i>
Wages	1,900.02		5,410.54		5,949.30		715.41		13,975.27	
Fringe	766.43		2,192.81		2,443.30		291.05		5,693.59	
Wages & Fringe	2,666.45	<i>25,000.00</i>	7,603.35	<i>25,000.00</i>	8,392.60	<i>10,000.00</i>	1,006.46	<i>3,500.00</i>	19,668.86	<i>63,500.00</i>
<i>Incumbrances</i>									-	
?									-	
?									-	
Training	-	1,250.00	-	-	-	-	-	-	-	1,250.00
MI Assoc of Region Dues	960.00	960.00	-	-	-	-	-	-	960.00	960.00
Computer Charges	-	-	-	-	-	-	-	-	-	-
SMPC Liability Insurance	-	2,100.00	-	-	-	-	-	-	-	2,100.00
Consulting - KATS	-	-	-	-	-	5,000.00	17,656.22	101,000.00	17,656.22	106,000.00
Copies/Duplicating	-	25.00	-	100.00	-	100.00	-	25.00	-	250.00
Postage	0.98	15.00	1.20	-	1.20	-	-	-	3.38	15.00
Supplies - Office	-	100.00	-	-	-	-	-	-	-	100.00
Telephone	2.44	25.00	4.55	50.00	3.14	50.00	0.10	25.00	10.23	150.00
Software - License/Supplie	-	250.00	-	-	-	-	-	-	-	250.00
Web Site Hosting	-	-	-	-	-	-	-	-	-	-
Travel Reimbursement	-	-	-	-	-	-	-	-	-	-
Travel	329.73	1,500.00	171.62	750.00	496.19	250.00	25.65	200.00	1,023.19	2,700.00
Other Expense	1,293.15	<i>6,225.00</i>	177.37	<i>900.00</i>	500.53	<i>5,400.00</i>	17,681.97	<i>101,250.00</i>	19,653.02	<i>113,775.00</i>
Total Expense	3,959.60	<i>31,225.00</i>	7,780.72	<i>25,900.00</i>	8,893.13	<i>15,400.00</i>	18,688.43	<i>104,750.00</i>	39,321.88	<i>177,275.00</i>
Billings 34050 or 34051	16,500.00		-						16,500.00	-
<i>Homer 24020 34052</i>	-		-		-		-		-	-
<i>Penn 24021 34052</i>	-		-		-		-		-	-
<i>St Joe 24022 34052</i>	-		-		-		-		-	-
<i>Trans Z6 34053</i>	-		-		-		7,152.76		7,152.76	
<i>Trans Z7 34053</i>	-		-		-		2,193.60		2,193.60	
<i>Trans Z8 34053</i>	-		-		-		8,309.86		8,309.86	
<i>Trans Other 34053</i>	-		-		-		-		-	
Total Billings	16,500.00	16,500.00	-	35,900.00	-	20,000.00	17,656.22	106,000.00	34,156.22	178,400.00
Expense	3,959.60	31,225.00	1,079.88	25,900.00	8,893.13	15,400.00	18,688.43	104,750.00	39,321.88	177,275.00
Net Income(Expense)	12,540.40	<i>(14,725.00)</i>	(1,079.88)	<i>10,000.00</i>	(8,893.13)	<i>4,600.00</i>	(18,688.43)	<i>1,250.00</i>	(22,821.88)	<i>1,125.00</i>
Billings	16,500.00	16,500.00	-	35,900.00	-	20,000.00	17,656.22	106,000.00	34,156.22	
Receivables	19,488.86		17,338.18		-		-		36,827.04	-
Acct.Rec.Balance	(2,988.86)	-	(17,338.18)	-	-	-	17,656.22	-	(2,670.82)	-

	Staff Hours	Staff Hours	Staff Hours	Staff Hours	Total Staff Hours Fiscal YTD
Eberts	-	-	-	-	-
Lee Adams	53.50	151.00	164.00	22.00	390.50
Bommersbach	-	-	-	-	-
Molhoek	-	-	-	-	-
	-	-	-	-	-
	-	-	-	-	-
Total Hours	53.50	151.00	164.00	22.00	390.50

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN
THE CHARTER TOWNSHIP OF KALAMAZOO
AND THE SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

THIS CONTRACT is made and entered into this ___ day of _____, 2016, between the Charter Township of Kalamazoo, 1720 Riverview Drive, Kalamazoo, Michigan 49004 (hereinafter referred to as the "Township"), and The Southcentral Michigan Planning Council, 300 South Westnedge Avenue, Kalamazoo, MI 49007 (hereinafter referred to as the "SMPC").

WHEREAS, the Township desires to utilize the services of a Planner/Zoning Administrator; and

WHEREAS, the Township does not have a Planner/Zoning Administrator on staff; and

WHEREAS, the Township has, up to the effective date of this document, contracted with another organization to provide a Planner/Zoning Administrator; and

WHEREAS, the a core mission of SMPC is to provide planning services to local units of government with its region; and

WHEREAS, SMPC has the expertise to assist the Township with its need for a Planner/Zoning Administrator.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Contract, the parties agree as follows:

SECTION I. SMPC DUTIES

SMPC agrees to perform the following duties:

1. As directed and approved by the Township Board and limited by this contract, provide a dedicated staff member to serve as the Township's Planner/Zoning Administrator. SMPC will provide a staff member who meets its requirements for a Planner/Zoning Administrator.
2. Perform the duties of the Planner/Zoning Administrator on such days and hours as shall be mutually agreed upon and directed by Township staff and this contract. Duties include, but are not limited to, the following:
 - a. Works with Township Officials to implement the Township's vision as outlined in the Master Plan and Zoning Ordinance.
 - b. Coordinates the site plan review process, prepares reports, attends and serves as staff liaison to the Planning Commission and Zoning Board of Appeals meetings.
 - c. Oversees the administration of zoning regulations, including review of sign permits or other administrative approvals. Answers public questions and reviews development plans.

- d. Coordinates planning functions with contractors, engineers and other stakeholders - both internal and external to ensure compliance with, among other things, the Master Plan and Zoning Ordinance.
 - e. Assists with reviewing topographical and site location plans, zoning amendments, special exception use permits, and subdivision (plats) and site condominium projects. The primary function is to ensure compliance with Township requirements.
 - f. Researches and drafts reports, ordinances, grants and correspondence pertaining to planning and zoning issues. Gathers and assembles necessary data in support of Township's vision as outlined in the Master Plan.
 - g. Inspects developments for compliance with approved site plans as part of the certification for occupancy process.
 - h. Performs on-site investigations of properties as they relate to zoning, planning and property development.
 - i. Assists in preparing and implementing the master plan, zoning changes, citizen's petitions, and related land use proposals.
 - j. Explains, interprets and provides guidance regarding all applicable planning and zoning issues to architects, engineers, contractors, developers, property owners, the public and Township officials. Provides assistance, responds to requests, and resolves complaints.
 - k. Prepares meeting agendas, maps, charts, graphs, and various technical and compliance reports.
 - l. Works in conjunction with Township Ordinance Enforcement Officer to investigate citizen complaints and various ordinance violations and issues warning letters as needed.
 - m. Offers guidance to the Township Ordinance Enforcement Officer in the course of those assigned duties.
 - n. Maintains cooperative relationships with peer agencies and other governmental units to coordinate the planning and zoning functions. Keeps abreast of professional developments in the fields of planning and zoning and attends conferences, workshops, and seminars as appropriate.
 - o. Provide specialized planning services as requested. (e.g. Parks and Recreation, Non-motorized, Community Development, Tax Incremental Financing Authorities)
 - p. Performs related work as required.
3. Consult with Township when hiring personnel who may perform the duties of the Township Planner/Zoning Administrator.
 4. Submit monthly invoices for staff time related to the duties of the Planner/Zoning Administrator. Invoice will include a brief description of activities conducted on behalf of the Township, the number of hours (rounded to the nearest quarter hour) of applicable time dedicated to the duties of the Planner/Zoning Administrator.
 5. Conduct monthly reviews of work performed with Township staff.

SECTION II: THE TOWNSHIP'S DUTIES

The Township agrees to perform the following duties:

1. On a bi-weekly basis, provide direction to SMPC regarding the required duties of the Planner/Zoning Administrator.
2. Provide SMPC with notice when Township desires changes to the duties performed by Planner/Zoning Administrator.
3. Provide input on the hiring process of SMPC personnel dedicated to serve as Planner/Zoning Administrator for the Township.
4. Review and process invoices from SMPC in a timely manner. Provide feedback as necessary.
5. Conduct monthly reviews of work performed with SMPC staff and provide feedback as necessary.

SECTION III: COMPENSATION

SMPC shall be compensated for expenses associated with duties performed as part of this contract. Township will reimburse SMPC at a rate not to exceed \$40 per hour of work devoted to this project. Township shall reimburse SMPC any and all direct associated costs associated with this project; these costs include, but not limited to, the following: travel expenses, printing expenses, and telecommunication expenses. SMPC will submit invoices on a monthly basis.

SECTION IV: TERM

This contract will expire on December 31, 2018. Either or both parties may terminate the contract prior to the expiration date with no less than ninety (90) days notice.

SECTION V: RECOMMENDATIONS

The recommendations expressed by SMPC staff during the performance of duties under this contract are not legally binding and are subject to the approval of the Township. Furthermore, all recommendations will coincide with all applicable local ordinances and state, and federal statutes.

SECTION VI: GENERAL TERMS AND CONDITIONS APPLICABLE TO BOTH PARTIES

The following duties and responsibilities apply equally to SMPC and the Township unless the language of the provision clearly indicates that it applies only to SMPC or the Township.

1. **INDEMNITY.** SMPC agrees to indemnify and hold harmless (to the extent of the liability which SMPC assumes under Section IV, Paragraph 1 of this contract) the Township, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of SMPC, its agents, employees, officers, or representatives, in performing this contract. The Township agrees to indemnify and hold harmless SMPC, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of the Township, its agents, employees, officers, contracting consultants, or representatives, in performing this contract; provided that nothing herein contained in this Contract constitutes, nor shall be construed, as a waiver of any governmental immunity that has been provided to the Township and its agents, employees, officers or representatives by common law, statute or court decision.

2. **ASSURANCES AGAINST DISCRIMINATION.** In accordance with the United States Constitution and all Federal legislation and regulations, the Michigan Constitution; all State laws and regulations; and Township ordinances governing fair employment practices and equal employment opportunity, SMPC shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, sex, age, religion, national origin, height, weight, marital status, familial status, veteran status, citizenship, handicap/disability, gender identity, sexual orientation, genetic information, or as otherwise in accordance with all Federal or State law, or local regulations. Further, the company will, in all advertisements for employment, identify itself as an Equal Opportunity Employer.

3. **DISPUTE RESOLUTION.** In the event a dispute arises between the Township and SMPC concerning the performance of this Contract, the parties agree to meet, and negotiate in good faith, in order to attempt to resolve the dispute. Said meeting shall take place within thirty (30) days after one party sends the other party written notice identifying the cause or reason for the dispute and requesting a meeting. The Township and SMPC agree that neither party will file any lawsuit for the purpose of resolving a dispute, or exercise its right to terminate the Contract, until sixty (60) days after the date on which the parties hold their final meeting to resolve the dispute. **THIS PARAGRAPH DOES NOT APPLY TO DISPUTES INVOLVING ACTS, CONDUCT, ERRORS, NEGLIGENCE OR OMISSIONS BY SMPC OR TOWNSHIP THAT ARE IDENTIFIED IN THIS CONTRACT AS CONSTITUTING A MATERIAL BREACH OF THIS CONTRACT.**

4. **RELATIONSHIP BETWEEN THE PARTIES.** This Contract shall not be construed to establish any employer/employee, master/servant, or principal/agent, relationship between the Township and SMPC.

5. AMENDMENTS. Changes to this Contract will only be valid if they are in writing and signed by an authorized agent of SMPC and the Township.

6. TERMINATION. This contract will terminate on the expiration date. Either or both parties may, through notice, terminate this contract prior to the expiration date. Notice of termination must precede termination by at least ninety (90) days.

7. NOTICES. Any Notice/Communication required, or permitted, under this Contract from one party to another, including SMPC's request for assistance from Township personnel/officials in carrying out Consultant's duties under this Contract, shall be deemed effective if the party sending the Notice/Communication hand delivers the Notice or communication to the other Party or if the Party sends the Notice/Communication through first class mail to the other Party. The Parties agree that Notices and Communications should be sent to the Parties at the following addresses:

SMPC:
Chairperson
c/o Ben Geiger
300 South Westnedge Avenue
Kalamazoo, MI 49007
(269) 385-0409

TOWNSHIP:
Supervisor
c/o Ronald E. Reid
1720 Riverview Drive
Kalamazoo, MI 49004
(269) 381-8080

8. SEVERABILITY. If a court of competent jurisdiction declares any part, portion or provision of this Contract invalid, unconstitutional or unenforceable, the remaining parts, portions and provisions of this Contract shall remain in full force and effect.

9. ENTIRE CONTRACT. This Contract constitutes the entire Agreement between the Parties with respect to the subject matter identified in the Contract, and no modification or revision to the Contract shall have any force and effect unless it complies with the provisions of VI 5. The failure of any Party to insist on the strict performance of any condition, promise, agreement, or undertaking set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or undertaking at a future time.

10. HEADINGS. The Titles of the Sections and Paragraphs of this Contract are provided for reference purposes only. If any discrepancy or disagreement exists between a Title and the text of the section or paragraph, the text shall control.

11. SIGNATURES. The individual or officer who signs this Contract certifies through his/her signature that he/she is authorized to sign this Contract on behalf of the entity that he/she represents.

12. GOVERNING LAW. This Contract shall be governed, and interpreted in accordance with, the laws of the State of Michigan. The parties agree that any action to enforce this Contract

may be brought in any state or federal court that possesses subject matter jurisdiction and is located in, or whose district includes Barry, Branch, Calhoun, Kalamazoo and St. Joseph Counties, Michigan.

SIGNATURE SECTION

For: SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

By: _____

Date: _____

*(Print name)

Its: Chairperson

For: CHARTER TOWNSHIP OF KALAMAZOO

By: Ronald E. Reid

Date: 09 February 2016

Ronald E. Reid

Its: Supervisor



Southcentral Michigan Planning Council

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RESOLUTION

RESOLUTION HONORING AND THANKING BARRY COUNTY AND ITS REPRESENTATIVE FOR CONTINUED SUPPORT

WHEREAS, Region 3 was created as the Southcentral Michigan Planning and Development Council ("SMPC") on June 13, 1973, pursuant to P.A. 281 of 1945; and

WHEREAS, Region 3 includes the counties of Barry, Branch, Calhoun, Kalamazoo, and St. Joseph; and

WHEREAS, Barry County has supported SMPC since its reorganization; and

WHEREAS, Barry County has appointed responsible, dedicated, and knowledgeable board members to the SMPC Board; and

WHEREAS, Barry County appointed Ben Geiger; Geiger held a position on the board since its reorganization and served as a benefit to the organization through his leadership and dedication as Chairperson for two terms; and

WHEREAS, Barry County appointed Valarie Byrnes; Byrnes held a position on the board from its first full board meeting (January, 2013) until recently; Valerie provided invaluable expertise and a unique perspective to the Board; and

WHEREAS, The SMPC Board has resolved to support the secession of Barry County; and

WHEREAS, Barry County has formally joined the West Michigan Regional Planning Commission (Region 8).

THEREFORE, BE IT RESOLVED that the SMPC Board formally acknowledges its appreciation of Barry County, Ben Geiger, and Valarie Byrnes and their year of dedication to the region.

MOVED BY: _____

SECONDED BY: _____

RESOLVED ON THE FIRST DAY OF MARCH, 2016

Chairperson

Date