



Southcentral Michigan Planning Council

300 South Westnedge Avenue · Kalamazoo, Michigan 49007

Phone: (269) 385-0409 · Fax: (269) 343-3308 · Email: info@smpcregion3.org

Board Meeting Agenda

MEETING DATE: Tuesday, November 7, 2017
MEETING TIME: 11:30 am
MEETING LOCATION: Calhoun County Administration Building, Lower Level Conference Room
315 W Green Street, Marshall, MI

1. **Call to Order**
2. **Member Present/Introductions**
3. **Members Excused**
4. **Action: Approval of the Agenda**
5. **Action: Approval of the Minutes**
6. **Citizen Comments**
7. **Financial Report**
 - a. Monthly Financial Report Presented at meeting
8. **Transportation/KATS Items**
 - a. Monthly Report Presented at the meeting
9. **Discussion/Action: Zoning Services contract with Albion**
 - a. Take action on the contract with Albion
 - b. Take action on the contract with Northeast Michigan Council of Governments
10. **Discussion: Update from the SMPC Sponsored Retirement Account Committee**
 - a. Review of discussions and actions to date
11. **Discussion: Regional Prosperity Initiative**
 - a. Update on Regional Prosperity Meetings and Activities
12. **Staff Report/Other:**
 - a. Homer Township
 - b. Next Workshop
13. **Board Member Comments**
14. **Action: Adjournment**

Next Meeting: December 5 in Kalamazoo



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Board Meeting Minutes

MEETING DATE: Tuesday, October 3, 2017
MEETING TIME: 11:30 am
MEETING LOCATION: St. Joseph County Administration Building
125 W Main Street, Centreville, MI

1. Call to Order

- a. The meeting was called to order at 11:46 am.

2. Member Present/Introductions

- a. Baker, Bomba, Carahaly, Frisbie, Hazelbaker, Kale, McGraw, and Pangle were present.

3. Members Excused

- a. No members were excused.

4. Action: Approval of the Agenda

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

5. *Election of Officers*

- a. Baker asked for volunteers for the officer positions including Chair. Baker noted that his job is increasingly demanding and would entertain a replacement for the Chair position. Carahaly stated that he was willing to take over as Chair. Baker stated that he was willing to replace Carahaly as Vice Chair. Hazelbaker noted that he was willing to remain Secretary and McGraw was willing to take on the Treasurer position.
- b. Kale made a motion to nominate the following slate of officers:
 - Chair - Carahaly
 - Vice Chair - Baker
 - Secretary - Hazelbaker
 - Treasurer – McGraw
 - i. Hazelbaker seconded the motion.
 - ii. **The motion carried.**

6. Action: Approval of the Minutes

- a. Baker made a motion to approve the minutes with one spelling correction.
 - i. Hazelbaker seconded the motion.
 - ii. **The motion carried.**

7. Citizen Comments

- a. No comments made.

8. Financial Report

- a. Monthly Financial Report Presented at meeting.
 - i. The board discussed the expenses to-date. Staff explained that expenditures outpaced revenues in a couple of categories due to one-time projects.
- b. FY 2018 Budget
 - i. Adams led a discussion around the budget. Adams explained that the budget anticipates a deficit due to one-time expenses. The board suggested that staff adjust the budget to reflect a transfer of reserve funds to balance the budget.

- ii. McGraw made a motion to approve the amended budget.
 - 1) Pangle seconded the motion.
 - 2) **The motion carried.**

9. Transportation/KATS Items

- a. Monthly Report Presented at the meeting
 - i. Fred Nagler presented the KATS monthly report. He noted that KATS staff conducted work related to the coordinated mobility plan for the prosperity region, coordinated a meeting for the regional safety plan, asset management record review, and attended the Michigan Association of Planning Conference. Adams asked Nagler about the plan for the Rural Task Force, Nagler noted that KATS plan to conduct the RTF meetings before the end of the year. The Board had a few questions about the activities and RTF process.
- b. Estimated September Amounts
 - i. Adams noted that staff submitted an estimate for expenses anticipated in September. This was an informational item.
- c. Project Authorizations for FY 2018
 - i. Adams presented project authorizations from MDOT. These authorizations allow SMPC to conduct activities on behalf of MDOT in FY 2018. Adams noted that the funding amount was the same as FY 2017 but less than what staff requested.

10. Discussion/Action: FY 2018 Meeting Schedule

- a. FY 2018 meeting schedule
 - i. Adams presented a proposed meeting schedule for FY 2018. The board noted a date mistake; staff will amend.
 - ii. Pangle made a motion to approve the FY 2018 Meeting Schedule.
 - 1) McGraw seconded the motion.
 - 2) **The motion carried.**

11. Discussion/Action: Approval of the Amended Bylaws

- a. Carahaly and Adams let the board through a review of the amended bylaws. The board discussed several points in the bylaws at length.
- b. McGraw made a motion to approve the amended bylaws.
 - i. Baker seconded the motion.
 - ii. **The motion carried.**
- c. McGraw asked staff to send a copy of the bylaws to each member County.
 - i. Baker asked staff to also send copies of the minutes to each county on a regular basis.

12. Discussion: Update from the SMPC Sponsored Retirement Account Committee

- a. Frisbie made a motion to enter a closed session to discuss pending litigation.
 - i. McGraw seconded the motion.
 - ii. **The motion carried.**
- b. McGraw made a motion to exit closed session.
 - i. Baker seconded the motion.
 - ii. **The motion carried.**

13. Discussion: Regional Prosperity Initiative

- a. Adams gave an update on activities conducted during the past month. The focus of the Southwest Michigan Prosperity Committee is to select a proposal to help further the goals and objectives of the Committee. A subcommittee also met to create a new logo and website for the Committee.
- b. Carahaly noted that the Committee's current webpage is hosted by SMPC.

14. Staff Report/Other:

- a. EDA

- i. Adams noted that he has not received a response from EDA. Staff will reach out to the US Representatives and Senators to discuss the application.
- b. MEDC/Albion
 - i. Adams gave an update on the proposed zoning work that SMPC will potentially conduct on behalf of MEDC. SMPC staff and Northeast Michigan Council of Governments staff will conduct the work. That would should begin in the next month or two.
- c. Sherman Township
 - i. Adams noted that he submitted a proposal for master planning services to Sherman Township.
- d. Homer Township
 - i. Adams noted that staff send the final version of the master plan to Township. Work should be completed.

15. Board Member Comments

- a. Carahaly noted that Kalamazoo County is ready to submit its proposed plan to affected jurisdictions.
- b. Hazelbaker noted that Branch County is keeping an eye on millage proposals because they are looking at proposing a millage for a new jail.
- c. Pangle noted that a few townships have seen increased interested in solar farms. Also, the Commission on Aging is purchasing a closed Holiday Inn and converting it to senior housing.
- d. Bomba said that Calhoun County is looking into updating a utility service master plan for the county. The County wants to help areas outside of Battle Creek, Marshall, and Albion since they do not have economic development representation.
- e. Kale said that Homer Village is looking to update its master plan and zoning code. Adams noted that he can help to a limited extent.

16. Action: Adjournment

- a. The meeting adjourned at 1:23 pm.

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF ALBION AND
THE SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

THIS CONTRACT is made and entered into this ___ day of _____, 20__, between the City of Albion, 112 West Cass Street, Albion, MI 49224 (hereinafter referred to as the “City”), and The Southcentral Michigan Planning Council, 300 South Westnedge Avenue, Kalamazoo, MI 49007 (hereinafter referred to as the “SMPC”).

WHEREAS, through the Redevelopment Ready Communities program (RRC), the City of Albion discovered the need to update its zoning ordinance.

WHEREAS, the Michigan Economic Develop Corporation (MEDC) provides technical and financial assistance to local communities that make improvements based on the findings of the RCC self-assessment; and

WHEREAS, the SMPC assists the MEDC by providing assistance to communities in the RRC program; and

WHEREAS, the City does not have the required staff to update its Zoning Ordinance without entering in a contract for services; and

WHEREAS, the City finds the fees and work plan proposed by SMPC to be reasonable (exhibit A); and

WHEREAS, the City would like SMPC to provide the assistance necessary to update its zoning ordinance; and

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 City Council and limited by this contract, provide an update to the City Zoning Ordinance as proposed. Exhibit A contains a copy of the proposal supplied to the City.
2. Maintain regular communications with the Planning Commission through the City of Albion Planning Commission Chairperson or representatives as desired by the City.
3. Prepare draft Zoning Ordinance amendments, a compilation of draft chapters and graphics/maps reviewed by the Planning Commission, and present same to the Planning Commission at the public hearing identified above.

4. Submit invoices for duties performed as part of this contract in a timely manner. The compensation rate is detailed in Section III.
5. Provide electronic copies of the adopted Zoning Ordinance document and associated mapping/graphics to the Planning Commission. The Plan shall be provided in an editable Microsoft Office version, a pdf version, or other versions produced by SMPC.

SECTION II: THE CITY'S DUTIES

The City agrees to perform the following duties:

1. Authorize SMPC to conduct work related to the preparation of the City Zoning Ordinance update.
2. Maintain regular communications with SMPC staff.
3. Review draft plan language and graphics/maps in a timely manner and provide comments to SMPC.
4. Provide SMPC with, or facilitate the acquisition of, information on an as-needed basis.
5. Complete all public notices and affidavits for a zoning ordinance amendment, as required by state statute.
6. Secure a meeting place for the Planning Commission and City Commission public hearings on the Zoning Ordinance amendment.
7. Reimburse SMPC for duties performed as part of this contract in a timely manner. The compensation rate is detailed in Section III.
8. Distribute copies of the Zoning Ordinance as prepared by SMPC to members of the Planning Commission and City Council prior to respective public hearings.

SECTION III: COMPENSATION

SMPC shall be compensated for expenses associated with duties performed as part of this contract. SMPC will seek compensation from MEDC totaling \$15,400. SMPC will seek compensation from City totaling \$4,000. Total compensation shall not exceed \$19,400.

SECTION IV: RECOMMENDATIONS

The recommendations expressed by SMPC staff as part of this contract are not legally binding and subject to the approval of the local governing body. All recommendations will coincide with applicable state statutes.

SECTION IV: GENERAL TERMS AND CONDITIONS APPLICABLE TO BOTH PARTIES

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

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 City, 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 City 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 City, 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 City and its agents, employees, officers or representatives by common law, statute or court decision.

2. **ASSURANCES AGAINST DISCRIMINATION.** SMPC assures that it shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, creed, color, religion, national origin or ancestry, gender, age, marital status, height, weight or disability/handicap unrelated to the person's ability to perform the duties of a particular job or position. Breach of this provision shall constitute a material breach of this Contract and authorizes the City to, in its sole discretion, immediately terminate this Contract.

3. **DISPUTE RESOLUTION.** In the event a dispute arises between the City 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 City 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 held their final meeting to resolve the dispute. **THIS PARAGRAPH DOES NOT APPLY TO DISPUTES INVOLVING ACTS, CONDUCT, ERRORS, NEGLIGENCE OR OMISSIONS BY SMPC OR CITY 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 City and SMPC.

5. AMENDMENTS. Changes to this Contract will only be valid if they are in writing and signed by SMPC and the City.

6. NOTICES. Any Notice/Communication required, or permitted, under this Contract from one party to another, including SMPC's request for assistance from City 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:

Lee Adams, Director
300 South Westnedge Avenue
Kalamazoo, MI 49007
(269) 385-0409

CITY:

7. 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.

8. 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 Paragraph 7, SECTION IV of this CONTRACT. 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.

9. 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.

10. 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.

11. 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 Branch, Calhoun, Kalamazoo and St. Joseph Counties, Michigan.

SIGNATURE SECTION

For: SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

By: _____

*Keith Baker

Date:

Its: Chairperson

For: City of Albion

By: _____

*

Date:

Its:

Exhibit A

Proposal for the Development of a Zoning Ordinance for the City of Albion

Introduction

Through the Redevelopment Ready Communities program (RRC), the City of Albion (Albion) discover the need to update its zoning ordinance. The Michigan Economic Develop Corporation (MEDC) provides technical and financial assistance to local communities that make improvements based on the findings of the RCC self-assessment. The Southcentral Michigan Planning Council (SMPC) assists the MEDC by providing assistance to communities in the RRC program. Albion would like SMPC to provide the assistance necessary to update its zoning ordinance.

Project Team

Lee Adams, Director of SMPC, will serve as the main point of contact, *Denise Cline* will serve as project manager and lead planner, and *Patrick Hudson* will serve as assistant planner.

- Lee has assisted dozens of local units of government with updates to their zoning ordinances and master plans. Lee has also assisted many communities with economic development planning, recreation planning, and policy development. Lee holds a Master's of Urban and Regional Planning degree and Graduate Certificate of Real Estate Development from the University of Michigan.
- Denise Cline has assisted many communities with updates and rewrites of zoning ordinances as well as providing technical assistance on the topics of community planning, map design, and tourism marketing. Denise holds a Master's of Physical Geography as well as certificates in Geographic information Systems and Watershed Management. Denise is on loan to SMPC from the Northeast Michigan Council of Governments.
- Patrick has a wealth of experiences as a planner; he has assisted over 20 municipalities create or update master plans. Patrick is also a soil erosion expert, certified flood plain manager, and expert in local history.

Methodology

SMPC will meet with the Albion Planning Commission during their regularly scheduled meetings and use their input and feedback to develop chapters of the ordinance between the meetings. Typically, nine or 10 Planning Commission meetings are needed to work through all topics in the typical zoning ordinance. SMPC will want the Planning Commission to take a holistic view of the city and the priorities it wants to set through the zoning ordinance. To that end, SMPC and the Planning Commission will work through the following topics: purpose and authority, definitions, general provisions, district regulations, site plan review and special land uses, supplemental regulations, zoning board of appeals, administration, adoption and amendments, zoning map. If the Planning Commission feels the need to add additional topics or want a more throughout examination of a specific topic, SMPC may request additional time

and resources. Time will also be devoted to exploring the interactive features of the zoning ordinance and reviewing the ordinance as a whole.

Items needed from the Township to conduct the update:

- Existing zoning ordinance and map (GIS compatible format)
- City-wide parcel data
- Electronic version of the City's master plan
- Any recently completed surveys or strategic planning documents
- Other items as determined through the planning process

Timeline

Depending on the availability of the Planning Commission, the project should last 10 to 12 months.

Cost

The cost to complete the zoning ordinance update is **\$19,400**. Costs are itemized below:

1. Meetings with the Planning Commission and related expenses - **\$4,500**
2. Development of the chapters of the zoning ordinance - **\$12,000**
 - a. Purpose and authority - \$75
 - b. Definitions - \$1,050
 - c. General provisions – \$2,100
 - d. District regulations - \$3,000
 - e. Site plan review and special land uses - \$525
 - f. Supplemental regulations \$1,575
 - g. Zoning board of appeals - \$525
 - h. Administration - \$525
 - i. Adoption and amendments - \$525
 - j. Zoning map - \$1,050
 - k. Development of interactive features - \$1,050
3. Project administration, printing, and other costs - \$2,900

Respectfully submitted,

Lee Adams, Director
Southcentral Michigan Planning Council

**REGIONAL PLANNING AGENCIES STAFF & RESOURCE SHARING AGREEMENT
2017**

I. INTRODUCTION

- a. The intent of this agreement is to promote collaboration for staff resources within (between and amongst) the 14 State Designated Regional Planning Agencies (RPA) throughout the State of Michigan. The collaborations will allow capacity for services that enhance opportunities for RPA's and provide primarily short-term staffing needs, however long-term staffing can also be provided upon agreement. Staff will be housed at their respective workplace and through remote technology/access provide the regional partner with enhanced staffing capacity.
- b. This Agreement between the Southcentral Michigan Planning Council (SMPCSMPC) and the Northeast Michigan Council of Governments (NEMCOG) is entered into for the purpose of delineating the respective roles, responsibilities, costs and resources regarding the Services to be provided to the requesting RPA. SMPCSMPC and NEMCOG may be referred to collectively as "Parties."
- c. This Agreement may be evaluated periodically, and upon reasonable notification to the other Party may be amended to achieve the objectives of the Work Program. Any amendment or modifications will be executed in writing, subject to approval of each Party, and signed by an authorized official.
- d. It is hereby understood that each Party agrees that it will comply with the terms of this Agreement.

II. DUTIES AND RESPONSIBILITIES OF (RPA SERVICE PROVIDER)

- a. NEMCOG agrees to provide 210 hours to SMPC for the term of this Agreement to perform City of Albion Zoning services (see attached detailed work plan).
- b. Employee(s) will be available to complete work in the agreed upon timeframe.
- c. The NEMCOG will provide an Employee(s) qualified to provide such services.
- d. The NEMCOG will be responsible for the compensation and benefits of Employee(s), including all applicable payroll taxes, workers' compensation premiums, and unemployment insurance premiums.
- e. The SMPC will provide reimbursement for all travel or other related expenses incurred by Employee(s), in accordance with NEMCOG travel and reimbursement policies invoiced on a monthly basis.
- f. Employee(s) is an employee of NEMCOG and is at all times subject to the NEMCOG policies, procedures, and practices.

III. DUTIES AND RESPONSIBILITIES OF ENTITY IN NEED OF STAFF/RESOURCES

- a. SMPC agrees to provide all applicable materials, contact information for project work.

- b. SMPC agrees to pay all costs associated with the project totaling a not-to-exceed amount of \$18,740.
- c. Pay monthly invoices detailing work performed, hours expended and ancillary associated costs.
- d. SMPC agrees to provide reimbursement of Invoice(s) within 60 days of receipt of Invoice. If payment is not forthcoming, RPA Service Provider may immediately discontinue services, after notification is made to RPA receiving service.

IV. PERSONNEL PRACTICES

- a. In the event the Employee resigns or is terminated from employment, the NEMCOG may offer a replacement Employee.
- b. In the event of concern with shared employee, the Party will notify RPA Executive Director to determine course of action.
- c. In the event a replacement Employee is not able to be provided, this Agreement would be immediately terminated.

V. TERMINATION

- a. This Agreement becomes effective from the date it is signed by all Parties and shall continue in effect for eighteen (18) months unless otherwise terminated by the Parties. Following the initial term, this Agreement may be renewed for successive six-months terms upon written agreement of both Parties.
- b. This Agreement may be terminated by either Party, without cause, upon written notice given to the other Party 30 days prior to the effective date of termination.
- c. In the event that the State Government, or any State official, commission, authority, body or employee or the federal government (a) takes any legislative or administrative action which fails to provide, terminates, or reduces the funding necessary for this Agreement, or (b) takes any legislative or administrative action, which is unrelated to the source of funding for this Agreement, but which impacts Parties ability to fund and administer this Agreement, provided, however, that in the event such action results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of notice (30 days prior to the termination date, preferred but not required).

VI. TERM OF AGREEMENT

- a. This agreement takes effect on through.
- b. Renewal of agreement may be made effective upon by both parties.

VII. AUTHORIZED SIGNATURES

In witness thereof, the parties sign their names as evidence of their approval of this Memorandum of Understanding.

For the Northeast Michigan Council of Governments

Diane Rekowski

10/27/17

By: Diane Rekowski
Its: Executive Director

Date

For the Southcentral Michigan Planning Council

By: Vince Carahaly
Its: Chairperson

Date