



Southcentral Michigan Planning Council

300 South Westnedge Avenue · Kalamazoo, Michigan 49007

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

July Board Meeting Agenda

MEETING DATE: Tuesday, July 7, 2015
MEETING TIME: 2:00 pm
MEETING LOCATION: St. Joseph County Courthouse – History Room (3rd Floor)
125 W Main St, Centreville, MI 49032

1. **Call to Order**
2. **Members Excused**
3. **Action: Approval of the Agenda**
4. **Action: Approval of the Minutes**
5. **Citizen Comments**
6. **Reimbursements and Invoices**
 - a. None
7. **Treasurer's Report**
 - a. Provided at meeting
8. **Transportation/KATS Items**
 - a. Monthly Report Presented at the meeting
 - b. **Action:** FY 2016 Regional Work Program
9. **Discussion: Regional Prosperity Initiative**
 - a. Update on Regional Prosperity Meetings
10. **Discussion: Water Trails**
 - a. Update on Water Trails
11. **Action: Pennfield Township Recreation Plan**
 - a. Take action on the proposed agreement between SMPC and Pennfield Township
12. **Staff Report/Other:**
 - a. Homer Township
 - b. St. Joseph County
13. **Board Member Comments**
14. **Action: Adjournment**

Next Meeting: August 4th at the Calhoun County Administration Building
315 W Green Street, Marshall, MI 49068



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May Board Meeting Minutes

MEETING DATE: Tuesday, May 5, 2015
MEETING TIME: 2:00 pm
MEETING LOCATION: The Gilmore Car Museum
6865 W Hickory Rd, Hickory Corners, MI 49060

1. **Call to Order**
2. **Members Excused:** Dunn, Reid
3. **Members Present:** Amos, Baker, Byrnes, Frantz, Geiger, Hazelbaker, Huffman, Robey, Seyburn, Shaffer, Wheat
4. **Action: Approval of the Agenda**
 - a. Shaffer made a motion to approve the agenda.
 - i. Huffman seconded the motion.
 - ii. **The motion carried.**
5. **Action: Approval of the Minutes**
 - a. Baker made a motion to approve the agenda.
 - i. Hazelbaker seconded the motion.
 - ii. **The motion carried.**
6. **Citizen Comments**
 - a. None made.
7. **Reimbursements and Invoices**
 - a. None
8. **Treasurer's Report**
 - a. Staff provided the Treasurer's Report. Staff also outlined the new format for the monthly statements. The board had a few changes they would like to see to the statement format. Staff will incorporate the desired changes for the next meeting.
 - b. Byrnes made a motion to approve the agenda.
 - i. Robey seconded the motion.
 - ii. **The motion carried.**
9. **Transportation/KATS Items**
 - a. KATS Staff gave a written and oral report of activities conducted during April. KATS Staff noted that the organization hired a new staff person to replace the previous planner.
 - b. The board had some questions about the PASER ratings.
 - c. A brief discussion about Calhoun County historic data occurred.
 - d. A question about a planning workshop was raised. Several board members helped to provide input.
10. **Discussion: Regional Prosperity Initiative**
 - a. Staff gave an update on the Regional Prosperity Initiative in Region 8. The update included details about the newly created subcommittee structure and information about their meeting.
 - b. Staff also noted that the next two meetings and recent subcommittee meeting had a focus on education. Staff also performed, in conjunction with the Southwest Michigan Planning Commission, completed an inventory and survey of educational entities in the region.
 - c. Byrnes also provided an update on Region 4.
 - i. The group is about to perform an analysis of the Muskegon's deep water port.
 - ii. The group recently launched their website.

11. Action/Discussion: Continued Organizational Discussion

- a. Staff led the board through information on potential services offered by SMPC. The information now includes more detail about the services offered and general cost estimate.
- b. Questions about municipal bidding processes spurred brief discussion.
- c. Members of the board thought it would make sense to upload an abbreviated version of the information to the SMPC website and create a flyer to help disseminate the information.
- d. Members of the board felt that SMPC could find a niche in recreation plans or grant writing/administration.
- e. A board member raised the point that the current staffing level might not allow SMPC to take on too many project simultaneously.
- f. Staff also updated the board on the effort to secure assistance with marketing from WMU.

12. Discussion/Action: Water Trails

- a. Staff felt that the creation of a water trail through SMPC could help the organization gain notoriety.
- b. Staff led the board through the materials provided in the packet related to water trails.
- c. The board discussed the water trail idea.
 - i. Funding came up in the discussion and staff noted that this project should be funding neutral.
- d. The board was generally supportive and through the project would be a great benefit to the region. It also connects a number of the communities in the region.

13. Discussion: Gilmore Car Museum Wastewater Project

- a. Byrnes outlined the water treatment needs of the Museum.
 - i. The board provided some feedback and brainstormed some ways to help move the project forward.

14. Action/Discussion: By-Law Review

- a. Staff led a continuation of the by-law discussion from April. Staff outlined the suggested alterations to the by-laws.
- b. The board noted a couple of typographical and grammatical changes needed.
- c. Baker made a motion to approve the by-laws as amended.
 - i. Frantz seconded the motion.
 - ii. **A roll call vote was taken and the motion carried.**

15. Staff Report/Other:

- a. Staff gave an update on the planning services rendered to St. Joseph County. The board had a question about the type of services rendered; staff mentioned that they rendered ordinance review to the planning commission. A brief discussion ensued.

16. Board Member Comments

- a. Some board members thanked the Gilmore Car Museum for hosting the meeting.

17. Action: Adjournment

- a. Huffman made a motion to adjourn the meeting.
 - i. Frantz seconded the motion.
 - ii. **The motion carried.**

FY 2015 SMPC Budget Statement

4-29-15 - Through March 2015

Expenditures	YTD	Budget Remain	Revenue	YTD	Budget Remain
Salary & Benefits (85%)	\$ 67,150	\$ 24,102	\$ 43,048	\$ -	\$ -
Phone, Printing, Etc	\$ -	\$ 111	\$ (111)	\$ -	\$ -
Travel	\$ 4,000	\$ 1,230	\$ 2,770	\$ -	\$ -
Training	\$ 2,000	\$ -	\$ 2,000	\$ -	\$ -
<i>Personnel Total</i>	<i>\$ 73,150</i>	<i>\$ 25,443</i>	<i>\$ 47,707</i>	<i>\$ -</i>	<i>\$ -</i>
Dues and Subscriptions	\$ 2,500	\$ -	\$ 2,500	\$ 16,500	\$ 19,500
Transportation Contractual	\$ 101,000	\$ 23,094	\$ 77,906	\$ 106,000	\$ 23,094
EDA (CEDs)	\$ 30,000	\$ -	\$ 30,000	\$ 40,000	\$ -
Regional Prosperity	\$ -	\$ 8,774	\$ (8,774)	\$ 30,000	\$ 3,807
Technical Assistance	\$ -	\$ -	\$ -	\$ 5,000	\$ 480
KCBRA/Kal County	\$ -	\$ 6,276	\$ (6,276)	\$ 10,000	\$ 6,276
Other Grant Programs	\$ -	\$ -	\$ -	\$ -	\$ -
<i>Program Total</i>	<i>\$ 133,500</i>	<i>\$ 38,145</i>	<i>\$ 95,355</i>	<i>\$ 207,500</i>	<i>\$ 53,157</i>
Overall Totals	\$ 206,650	\$ 63,587	\$ 143,063	\$ 207,500	\$ 53,157

2014 Fund Balance **\$ 63,000**
Carryover Forward **\$ 63,850**

	County Dues	Received	Budget Remaning
Barry	\$ -	\$ 3,000	
Branch	\$ 3,000	\$ 3,000	
Calhoun	\$ 4,500	\$ 4,500	
Kalamazoo	\$ 6,000	\$ 6,000	
St Joseph	\$ 3,000	\$ 3,000	
Total	\$ 16,500	\$ 19,500	\$ (3,000)

FTEs Total
 Director \$ 79,000

Category	Tasks
General	Administration: SMPC Correspondence, meeting attendance and prep
Dues and Subscriptions	MAR
Transportation Contractual	Website, meeting time, trails
Economic Development/EDA	CEDS Updates, Planning
Regional Prosperity	Meeting attendance, communication, required work
Technical Assistance	Contract management, work performed, Economic Development plans
KCBRA/Kal County	Technical assistance/staffing - *Needs further development

FY 2016 Regional Transportation Planning Work Program

Region 3 Southcentral Michigan Planning Council



Approved:

Southcentral Michigan Planning Council

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Kalamazoo, MI 49007
269-385-0409

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FY 2016 Regional Transportation Planning Work Program
Region 3
Southcentral Michigan Planning Council

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FY 2016 Regional Transportation Planning Work Program Region 3 Southcentral Michigan Planning Council

INTRODUCTION

The Michigan Department of Transportation (MDOT) recognizes the importance of the state-local partnership in delivering a safe and efficient transportation system. The Regional Transportation Planning Program (RTPP) was created by the MDOT Bureau of Transportation Planning (BTP) in 1974 in order to contract various planning services to be performed by the State Planning and Development Regions to assist BTP and local units of government.

The RTPP requires each participating regional planning agency to have an approved annual work program in accordance with a three-year Master Agreement. The scope of work identified in the annual work program includes specific activities identified to assist MDOT and local communities. In previous years the basic work program contained the following work elements: Administration, Technical Assistance to MDOT, Highway Performance Management System, Public Involvement, and Local Technical Assistance.

The FY 2016 work program addressed the federal Moving Ahead for Progress in the 21st Century (MAP-21) intent that local officials are involved with MDOT's Statewide Transportation Planning process, since the regional planning agencies represent local units of government throughout the entire state.

For FY 2016, the work program for the Planning Regions continues to have a budget of \$488,800 for the basic work elements of the work program. However, for FY 2016 BTP has also allocated part of the State Planning and Research (SPR) Program funding to provide annual transportation technical assistance for non-metropolitan areas of the state. In FY 2016, each of the regional planning agencies, with exception of SEMCOG, will receive \$19,000 from the FY 2016 SPR program to assist MDOT by:

- Improving public involvement and the consultation process in non-metropolitan areas of the state.
- Managing the Rural Task Force and Small Urban Program process.
- Providing interagency coordination and public involvement for air quality conformity in non-attainment areas for ozone and PM2.5.

SOUTHCENTRAL MICHIGAN PLANNING COMMISSION FY 2016 PROGRAM

The SMPC entered into an agreement with the Kalamazoo Area Transportation Study (KATS) to provide staffing for the Transportation Program for FYs 2016 and 2017. SMPC and KATS

will work to provide technical support to MDOT and the various agencies within the Region 3 area during FY 2016 (ending September 30, 2016).

Lee Adams of the W.E. Upjohn Institute is serving as the Region Director at the time of this work program's adoption.

FY 2016 BUDGET

The following is the estimated budget for FY 2016 utilizing the services of the Kalamazoo Area Transportation Study, the consulting agency for SMPC. For FY 2016, the budget was based on:

- \$19,000 in State Planning and Research (SPR) Program funds;
- \$34,000 in Michigan Transportation Fund (MTF) Program funds; and
- \$53,000 in Transportation Asset Management funding (MTF).

The indirect and fringe rates used to develop the FY 2016 Regional Transportation Planning Work Program for work activities performed by KATS staff are those that are part of the Kalamazoo Area Transportation Study's FY 2016 Unified Planning Work Program (UPWP). For work completed by SMPC staff, independent rates have been established. The rates have been approved by the Michigan Department of Transportation as well as the Federal Highway Administration and Federal Transit Administration. The RTPP uses estimates based on the percentage of the program for each RTPP work code.

BUDGET TABLE

**FY 2016 Regional Transportation Planning Work Program
Region 3 - Southcentral Michigan Planning Council**

WORK ELEMENT	PROJECT	SALARY	FRINGE	INDIRECT	OTHER	TOTAL MTF FUNDS	TOTAL SPR FUNDS	TOTAL	HOURS
3101	Program Management	\$5,563.01	\$2,450.50	\$1,833.49	\$1,000.00	\$10,847.00		\$10,847.00	158
3102	Technical Assistance to MDOT	\$3,389.67	\$1,493.15	\$1,117.19		\$6,000.00		\$6,000.00	160
3103	Technical Assistance to Member Agencies	\$6,530.75	\$2,876.80	\$2,152.45		\$11,560.00		\$11,560.00	295
3104	Management of Rural Task Force Process and Small Urban Program Process	\$9,063.40	\$3,992.43	\$2,987.17			\$16,043.00	\$16,043.00	410
3105	Public Involvement and Consultation Process for Non-Metropolitan Areas	\$1,408.97	\$620.65	\$464.38			\$2,494.00	\$2,494.00	65
3106	Public Involvement for Air Quality Conformity	\$261.57	\$115.22	\$86.21			\$463.00	\$463.00	10
3107	Access Management	\$285.86	\$125.92	\$94.22		\$506.00		\$506.00	10
3108	Byway Program	\$1,103.90	\$486.27	\$363.83		\$1,954.00		\$1,954.00	52
3109	Non-Motorized Mapping and Investment Plan	\$896.00	\$394.69	\$295.31		\$1,586.00		\$1,586.00	42
3110	Rural Safety Planning	\$873.97	\$384.98	\$288.05		\$1,547.00		\$1,547.00	41
3111	Asset Management	\$26,269.90	\$11,571.89	\$8,658.20	\$6,500.00	\$53,000.00		\$53,000.00	1,048
TOTALS		\$55,647.00	\$24,512.50	\$18,340.49	\$7,500.00	\$87,000.00	\$19,000.00	\$106,000.00	2,291

* Funds classified as other have been set aside for work completed by the Region Director and Local Agencies.

3101 - PROGRAM MANAGEMENT

SALARY	FRINGE	INDIRECT	OTHER	TOTAL	HOURS
\$5,563.00	\$2,451.00	\$1,833.00	\$1,000.00	\$10,847.00	158.00

Note: Funds classified as other have been set aside for work completed by the Region Director in the amount of \$1,000.

Objective

To manage MDOT Regional Transportation Planning Program (RTPP) in the Southcentral Michigan Planning Council - Region 3 area.

Activities

- Prepare and adopt annual work program.
- Prepare progress reports and invoices no less than quarterly.
- Ensure expenditures are well documented and cost effective.
- Prepare a Final Acceptance Report (FAR) on the status of the work activities and products, within ninety (90) days from the end of the fiscal year.
- Assist the auditors in carrying out general and specific audits of programs annually. Send such audit report to the Region Director
- Report activities to the Region 3 Board.

Products

- Annual Work Program
- Progress Reports with proper document
- Final Acceptance Report
- Year End Audit

3102 - TECHNICAL ASSISTANCE TO MDOT

SALARY	FRINGE	INDIRECT	OTHER	TOTAL	HOURS
\$3,389.67	\$1,493.15	\$1,117.19	\$0.00	\$6,000.00	160.00

Objectives

Assist in various tasks to update the State Long-Range Transportation Plan (MI Transportation Plan) and the State Transportation Improvement Program (STIP).

Assist in addressing specific department issues, such as transit, and project and program development issues.

Activities

- Assist in conducting transportation related workshops, including but not limited to, workshops for access management, Heritage Routes, non-motorized transportation, and safety for non-metropolitan area elected officials. Activities may include locating adequate facilities, registering participants, scheduling speakers and other related activities.
- Provide staffing and technical planning assistance in the area of transportation.
- Conduct transportation studies as needed.
- Assist in identifying transportation programs and projects as appropriate for the State Transportation Improvement Program and the State Long-Range Transportation Plan.
- As appropriate, assist the MDOT Bureau of Passenger Transportation in cooperation with local transit providers.
- Statewide Travel Demand Model:
 - a. Review and provide feedback on REMI socio-economic forecasting outputs and assist in reviewing and allocating data to statewide traffic zones.
 - b. Verify statewide model network inventories.
 - c. Provide traffic counts, as available, for model update not covered in acquiring traffic counts for the Highway Performance Monitoring System (HPMS).

- d. Coordinate the collection of items for HPMS for all non-trunkline samples, excluding traffic related data. In conjunction with MDOT's HPMS Coordinator, staff will review and update the HPMS database sample segments using MDOT supplied spreadsheets that contain only the data items needing to be updated for each sample.

Products

- HPMS Submission
- Meetings scheduled and attended
- Review materials

3103 - TECHNICAL ASSISTANCE TO MEMBER AGENCIES

SALARY	FRINGE	INDIRECT	OTHER	TOTAL	HOURS
\$6,530.75	\$2,876.80	\$2,152.45	\$0.00	\$11,560.00	295.00

Objective

Provide services to local transportation agencies to improve existing and new multi-modal transportation systems, and identify actions to improve the area's transportation system.

Activities

- Educate local units of government on the services that SMPC can provide.
- Assist local units of government in obtaining grant funds to improve existing and new multi-modal transportation systems, and identify actions to improve the area's transportation system.
- Assist local agencies seeking to improve and expand public transportation and to promote improved transportation systems for all modes.
- Coordinate planning to promote safety, livable communities and environmental sustainability.
- Work with local agencies to assess impacts of transportation on projected land uses in the region.
- Review traffic crash data.

Products

- Provide Region Director with a copy of any reports produced as a result of these activities.

3104 - MANAGEMENT OF THE RURAL TASK FORCE AND SMALL URBAN PROGRAM PROCESS

SALARY	FRINGE	INDIRECT	OTHER	TOTAL	HOURS
\$9,063.40	\$3,992.43	\$2,987.17	\$0.00	\$16,043.00	410.00

Objective

To assist MDOT in the management of the Rural Task Force (RTF) and Small Urban program meetings.

Activities

- Schedule, set-up and attend both local and regional RTF and Small Urban program meetings.
- Ensure a continuing, cooperative and comprehensive planning process is followed.
- Ensure the required public involvement and consultation process is completed, by providing citizens, affected public agencies, Tribal Governments, public transportation providers and other interested parties with notice and opportunity to comment on proposed transportation projects.
- Maintain records of the public involvement process. Advertise meetings at least two weeks prior to local and regional RTF meetings. Submit proof of consultation with local elected officials and stakeholders.
- Ensure the correct National Functional Classification System is identified and eligible work is submitted.
- Document meeting activities and submit all required documentation to MDOT.

Products

- Rural Task Force Project Spreadsheet and Information
- Rural Task Force and Small Urban Program documentation
- Bylaws for Rural Task Force Region 3

3105 - PUBLIC INVOLVEMENT AND CONSULTATION PROCESS FOR NON-METROPOLITAN AREAS

SALARY	FRINGE	INDIRECT	OTHER	TOTAL	HOURS
\$1,408.97	\$620.65	\$464.38	\$0.00	\$2,494.00	65.00

Objectives

To provide for non-metropolitan local official participation in the development of the State Long-Range Transportation Plan (LRTP) and the State Transportation Improvement Program (STIP).

To provide opportunities for the public to review and comment in the development of the LRTP and STIP.

To manage consultation with local elected officials, local officials with responsibility for transportation, public agencies, general public, Tribal Governments, businesses, and other organizations in accordance with the Statewide Planning Process Public Participation Plan.

Activities

- Work with MDOT on public involvement issues, including organizing meetings, focus groups and advisory committees.
- Maintenance of the SMPC website.
- Conduct local program meetings, ongoing communication, and technical assistance in non-metropolitan areas of the state that provide information on various state and federal programs.
- Document the RTF’s public involvement and consultation processes.
- Partner with MDOT to educate and train local officials with regard to state and federal funded programs, policies, applications, and other key information.
- Respond to requests from both the public and private sectors to provide information on state and federal transportation programs, projects, funding, and to gather information on local issues.
- Participate in statewide conferences, meetings, seminars, forums, and training sessions focused on state and federal programs available to local communities.

- Assist MDOT in keeping elected public officials, general public, local planning agencies, and Tribal Governments informed early of the list of projects in the Five-Year Program and of the investment strategies, funding assumptions, economic benefits and impacts on the various modes.

Products

- Documentation of public involvement and consultation activities and products
- Website updates

3106 - PUBLIC INVOLVEMENT FOR AIR QUALITY CONFORMITY

SALARY	FRINGE	INDIRECT	OTHER	TOTAL	HOURS
\$261.57	\$115.22	\$86.21	\$0.00	\$463.00	10.00

Objectives

To comply with the provisions of MAP-21 and the transportation conformity provisions of the Clean Air Act for non-attainment areas for ozone and particular matter (PM2.5).

To provide local interagency coordination in the transportation planning process.

To provide results and gain input for the air quality conformity process to all interested individuals, citizens, and organizations (public and private).

Activities

- Attend air quality training courses and seminars to become fluent in conformity/non-conformity regulations, language, and issues.
- Conduct and participate in interagency discussions and consultation at a statewide and/or region-wide level to discuss and evaluate attainment strategies pertaining to air quality conformity as part of the statewide transportation planning process.
- Inform the public of activities and opportunities for public involvement.
- Assistance and review of Congestion Mitigation Air Quality (CMAQ) projects for Calhoun County.

Products

- Congestion Mitigation Air Quality Program Applications
- Interagency Work Group

3107 - ACCESS MANAGEMENT

SALARY	FRINGE	INDIRECT	OTHER	TOTAL	HOURS
\$285.86	\$125.92	\$94.22	\$0.00	\$506.00	10.00

Objective

To assist in developing an Access Management training program for client communities. Assist in preparing Access Management plans and ordinances along major highway corridors.

Activities

- Develop and implement an educational program to educate client jurisdictions about what access management is and how it can benefit their community.
- Prioritize and select corridor locations within the region for the development of access management plans and ordinances. Location and prioritization of routes should be based on safety issues and opportunities to implement all or portions of the plan.
- Assist local communities in the process of adopting access management plans and ordinances. Assist road agencies, client communities and property owners, as required when road and utility projects provide plan implementation opportunities. Provide follow up to communities with existing access management plans and ordinances.

Products

- Provide local client communities with access management training materials and technical assistance.

3108 - BYWAY PROGRAM IMPLEMENTATION

SALARY	FRINGE	INDIRECT	OTHER	TOTAL	HOURS
\$1,103.90	\$486.27	\$363.83	\$0.00	\$1,954.00	52.00

Objective

Assist the I-69, BR-94, M-179 and US-12 Byway Committees in developing and administering their Corridor Management Plan (CMP). Serve as technical support staff to byway committees and central contact point for questions or concerns, research and apply for grants to fund projects contained in the CMP.

Activities

- Assist the byway committee in applying for grant funds to implement action items identified in the Corridor Management Plan.
- Assist in preparing corridor management plans.
- Attend byway committee meetings.
- Attend conferences, workshops and seminars.
- Assist in the review and update of existing Corridor Management Plans.
- Assist the Southwest Michigan Planning Commission (region 4) and Region 2 Planning Commission in the implementation of the US-12 Byway Corridor Management Plan.
- Distribute Statewide Byway maps, brochures, pamphlets, web site and other promotional/educational material to constituents.

Products

- Corridor Management Plans containing improvement, protection and economic development strategies for the region byways.
- Provide MDOT with a copy of any reports (excluding grant applications) as a result of this activity, or a copy of cover letters for products submitted to others.

3109 - NON-MOTORIZED MAPPING AND INVESTMENT PLAN

SALARY	FRINGE	INDIRECT	OTHER	TOTAL	HOURS
\$896.00	\$394.69	\$295.31	\$0.00	\$1,586.00	42.00

Objective

Facilitate the process of completing non-motorized planning efforts for the State of Michigan by MDOT region.

Activities

- Collect information to match the data fields in MDOT's Transportation Management System (TMS) Program.
- Develop and implement aspects of a non-motorized investment plan to identify needed projects and project elements, prioritizing those projects, and determining the optimum funding arrangements for the projects within each region.
- Promote the consideration of bicycle and pedestrian facilities in the overall transportation planning activities.
- Garner input from stakeholders and general public.

Products

- Maintenance and enhancement of current Southwest Michigan Non-Motorized Plan and Map.
- Public involvement and assistance.

3110 - RURAL SAFETY PLANNING

SALARY	FRINGE	INDIRECT	OTHER	TOTAL	HOURS
\$873.97	\$384.98	\$288.05	\$0.00	\$1,547.00	41.00

Objective

Assist in conducting rural safety planning forums to increase or create awareness for safety, and encourage formation of cross-discipline safety partnerships at the local level.

Determine areas of safety risks (i.e., behavioral, structural) and schedule workshops to educate constituents in mitigating these risks, if appropriate.

Activities

- Assist in conducting Rural Safety Forums on a biannual basis. These forums will include emergency, enforcement, education, and engineering personnel as well as, other interested parties.
- Schedule specific safety workshops as appropriate.
- Update and maintain a list of safety advocates and their contact information.
- Create partnerships that promote safety as an integral part of the planning and project development process.
- Create mailing lists identifying safety groups and individuals as outlined in the MDOT Safety Forum Guidelines

Projects

- Documentation of Rural Safety Planning activities
- List of safety advocates and groups

3111 - ASSET MANAGEMENT

SALARY	FRINGE	INDIRECT	OTHER	TOTAL	HOURS
\$26,269.90	\$11,571.89	\$8,658.20	\$6,500.00	\$53,000.00	1048.00

Note: Funds classified as other have been set aside for eligible work completed by the Region Director in the amount of \$2,000 and \$4,500 for local agencies.

Objective

Assist in collecting and analyzing the data as part of the Michigan Department of Transportation's Transportation Asset Management Program.

Assist and train local units of government in Asset Management principles and the use of PASER data.

Activities

- Attendance at training seminar(s) on the use of PASER and data reporting.
- Participation as part of a 3-person team that will rate the federal aid eligible roads in the Region 3 non-urban area (50% of federal aid roads for FY 2016).
- Provide results of the PASER ratings to local agencies for review.
- Public display of PASER ratings on website or through other public means.
- Transmit PASER ratings along with other roadway data to MDOT.
- Provide technical assistance to local agencies during the development of Local Asset Management Plans.
- Monitor and report to the Asset Management Council the status of projects awarded through Internet Reporting Tool (IRT).
- Analyze data and develop road preservation scenarios.

Projects

- PASER data collected on federal-aid eligible roads in region.
- Asset Management Council PASER report.
- Project Status Reports in Internet Reporting Tool

APPENDICES

Southcentral Michigan Planning Council Board

Southcentral Michigan Planning Council Staff and Contact Information

Kalamazoo Area Transportation Study Staff and Contact Information

APPENDIX A: SOUTHCENTRAL MICHIGAN PLANNING COUNCIL BOARD

Barry County:

Valerie Byrnes	valerie@mibarry.com
Ben Geiger	bgeiger@barrycounty.org

Branch County:

Keith Baker	Kbaker@coldwater.org
Randall Hazelbaker	rhazelbaker@countyofbranch.com

Calhoun County:

Kathy-Sue Dunn	kdunn@atlassalesinc.com
Jan Frantz	frantz@bcunlimited.org
Jim Robey	jrobey@southwestmichiganfirst.com

Kalamazoo County:

Joel Amos	joelamos@hotmail.com
Ron Reid	reidre@ktwp.org
Lowell Seyburn	lseyburn@seyburnlaw.com
Tom Wheat	twheat@preinnewhof.com

St Joseph County:

Rick Shaffer	repshaffer@comcast.net
<i>Vacancy</i>	

APPENDIX B: SOUTHCENTRAL MICHIGAN PLANNING COUNCIL STAFF AND CONTACT INFORMATION

Lee Adams
SMPC Director
adams@upjohn.org

Website
www.smpcregion3.org

Mailing Address and Phone Number:

300 South Westnedge Ave
Kalamazoo, MI 49007
269-385-0409

APPENDIX C: KALAMAZOO AREA TRANSPORTATION STUDY STAFF AND CONTACT INFORMATION

Jonathan Start
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Kalamazoo Area Transportation Study
5220 Lovers Lane, Suite 110
Portage, MI 49002
(269) 343-0766

AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN PENNFIELD CHARTER TOWNSHIP AND THE SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

THIS AGREEMENT is made and entered into this ____ day of _____, 2015, between the Charter Township of Pennfield, a municipal corporation organized and existing under the laws of the State of Michigan, 20260 Capital Avenue NE, Battle Creek, Michigan 49017 (hereinafter referred to as the “Township”), and The Southcentral Michigan Planning Council, 300 South Westnedge Avenue, Kalamazoo, Michigan 49007 (hereinafter referred to as the “SMPC”).

Recitals

- A. The Township has created and adopted a Master Plan pursuant to the Michigan Planning Enabling Act (2008 PA 33, as amended).
- B. The Township now wishes to create a Recreation Plan to supplement the current Master Plan pursuant to the Michigan Planning Enabling Act (2008 PA 33, as amended), more specifically MCL 125.3807(2)(d)(vii).
- C. The Township does not have the required staff to create a Recreation Plan without entering into a contract for services.
- D. SMPC has the expertise to assist the Township in creating the Township’s Recreation Plan.
- E. The Township has adopted a Resolution awarding a contract to SMPC.

NOW, THEREFORE, in consideration of the matters described above and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

**Section 1
Authority**

1.0 This Agreement is entered into pursuant to authority granted by the Michigan Charter Township Act (MCL 42.1 et seq.).

**Section 2
Purpose**

2.0 This Agreement provides for SMPC to provide to the Township the necessary services and expertise required to create a 5-year Recreation Plan for the Township. Such services shall be provided pursuant to the terms, conditions and limitations set forth in this Agreement.

**Section 3
SMPC Obligations**

SMPC agrees to perform the following obligations:

3.0 As directed and approved by the Township Board and Township Planning Commission and limited by this contract, SMPC shall provide a 5-year Recreation Plan to the Township.

3.1 SMPC shall draft all public notices and affidavits for the Township's use in complying with any and all statutory requirements for the adoption of a 5-year Recreation Plan as a supplement to the Township's Master Plan.

3.2 SMPC shall attend, as needed, Township Planning Commission and Township Board meetings to stay fully informed and knowledgeable on relevant Township matters affecting the accuracy and creation of the 5-year Township Recreation Plan.

3.3 SMPC shall maintain regular communications with Township Clerk or Township Supervisor.

3.4 SMPC shall submit invoices for services performed as part of this Agreement to the Township on a monthly basis. All invoices shall be credited toward the Agreement price as stated in Section 5.

Section 4 Township Obligations

The Township agrees to perform the following obligations:

4.0 The Township shall authorize SMPC to conduct work related to the preparation of the 5-year Township Recreation Plan.

4.1 The Township shall maintain regular communications with SMPC staff.

4.2 The Township shall review Recreation Plan draft language, graphics and maps in a timely manner and provide comments and feedback to SMPC.

4.3 The Township shall provide SMPC with or facilitate the acquisition of information necessary for the completion of the 5-year Recreation Plan.

4.4 The Township shall post all public notices for creation and adoption of the 5-year Recreation Plan as a supplement to the Master Plan, as required by statute.

4.5 The Township shall compensate SMPC for services performed as a part of this Agreement according to the terms stated in Section 5.

Section 5 Compensation

5.0 The Township shall pay to SMPC the total sum of SIX THOUSAND DOLLARS

(\$6,000.00) for services rendered in accordance with this Agreement. Payments shall be made as work progresses. SMPC shall submit monthly invoices to the Township evidencing services performed and expenses incurred. SMPC may submit invoices as a request for additional compensation above the stated Agreement price. The Township, in the Township's sole discretion, may grant any additional compensation for services rendered by SMPC not to exceed FIVE HUNDRED DOLLARS (\$500.00). In determining whether additional compensation shall be awarded, the Township shall consider any and all clerical tasks the Township was unable to provide.

Section 6 Recommendations

6.0 The recommendations expressed by SMPC staff as part of the 5-year Recreation Plan are not legally binding and are subject to the approval of the local governing body. Furthermore, all recommendations will comply with the Michigan Planning Enabling Act (2008 PA 33, as amended).

Section 7 Duration

7.0 SMPC shall complete and submit to the Township the completed 5-year Recreation Plan no later than November 30, 2015. The completion date shall be determined as the date the completed 5-year Recreation Plan is received by the Township. If SMPC fails to deliver the completed 5-year Recreation Plan to the Township on or before November 30, 2015, the Township shall be entitled to a daily credit of \$100.00 towards the stated Agreement price in Section 5. The Township shall allow for an extension of the November 30, 2015, completion date when circumstances beyond the control of SMPC result in forced delays. Any such extension shall be for the same duration as the forced delay.

Section 8 Indemnity

8.0 The Township agrees to indemnify, defend and save SMPC harmless from all claims, demands, suits, actions, or proceedings of any kind, expenses including attorney fees, judgments, penalties, fines and amounts paid in settlement in any way resulting from or arising out of the Township's actions or omissions in performing its obligations under this Agreement. In case of any action or proceeding brought against SMPC, its agents, employees, officers or representatives, by reason of such claim, suit, action or demand, upon prompt notice from SMPC, the Township covenants to defend such action or proceeding by counsel that is reasonably satisfactory to SMPC or as any insurance policy may provide.

8.1 SMPC agrees to indemnify, defend and save the Township harmless from all claims, demands, suits, actions, or proceedings of any kind, expenses including attorney fees, judgments, penalties, fines and amounts paid in settlement in any way resulting from or arising out of SMPC's actions or omissions in performing its obligations under this Agreement. In case of any action or proceeding brought against the Township, its agents, employees, officers or representatives, by reason of such claim, suit, action or demand, upon prompt notice from the Township, SMPC

covenants to defend such action or proceeding by counsel that is reasonably satisfactory to the Township or as any insurance policy may provide.

Section 9
Assurances against Discrimination

9.0 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 or 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 Agreement and authorizes the Township, in the Township's sole discretion, to terminate the Agreement immediately.

Section 10
Dispute Resolution

10.0 In the event a dispute arises between the Township and SMPC regarding the performance of this Agreement, the parties shall 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 Agreement, 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 THE TOWNSHIP THAT ARE IDENTIFIED IN THIS AGREEMENT AS CONSTITUTING A MATERIAL BREACH OF THIS AGREEMENT.

Section 11
Relationship between the Parties

11.0 This Agreement shall not be construed to establish any employer/employee, master/servant, or principal/agent relationship between the Township and SMPC.

Section 12
Amendments

12.0 This Agreement shall not be amended except by an instrument in writing executed by the parties and attached to this Agreement.

Section 13
Notices

13.0 All notices or demands required to be given shall be in writing and either delivered by hand or sent by first class mail, postage prepaid, through the United States Postal Service, addressed to the party to be affected as follows:

Charter Township of Pennfield
Attention: Township Supervisor
20260 Capital Avenue NE
Battle Creek, Michigan 49017
(269) 968-8549

Southcentral Michigan Planning Council
Attention: Lee Adams, Director
300 South Westnedge Avenue
Kalamazoo, Michigan 49007
(269) 385-0409

Section 14 Severability

14.0 The terms and provision of this Agreement shall be deemed separable, and if any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provisions to the person(s) or circumstance(s) other than those as to which it is invalid or unenforceable, shall be affected thereby and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

Section 15 Entire Agreement

15.0 This Agreement constitutes the entire agreement of the parties and no representation, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

Section 16 Headings

16.0 The titles and headings of the sections and paragraphs of this Agreement are provided for reference purposes only and shall not be used to construe the meaning of the section or paragraph it identifies. If any discrepancy or disagreement exists between a title or heading and the text of the section or paragraph, the text of the section or paragraph shall control.

Section 17 Signatures

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

Section 18
Governing Law

18.0 This Agreement shall be governed, and interpreted in accordance with, the laws of the State of Michigan. The parties agree that any action to enforce this Agreement shall be brought in any state or federal court that possesses proper jurisdiction and is located in, or whose district includes Calhoun County, Michigan.

IN WITNESS THEREOF, the parties have executed this Agreement on the date and year first above written with full authority to enter into and perform the services contained in this Agreement.

CHARTER TOWNSHIP OF PENNFIELD
Calhoun County, Michigan

SOUTHCENTRAL MICHIGAN
PLANNING COUNCIL

By: _____
Rob Behnke,
Township Supervisor

By: _____
Ben Geiger,
Chairperson