



# Southcentral Michigan Planning Council

300 South Westnedge Avenue · Kalamazoo, Michigan 49007

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

## Board Meeting Agenda

**MEETING DATE:** Tuesday, September 5, 2017  
**MEETING TIME:** 11:30 am  
**MEETING LOCATION:** Coldwater City Hall  
1 Grand St, Coldwater, 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. Presented at meeting
8. **Transportation/KATS Items**
  - a. Monthly Report Presented at the meeting
  - b. KATS Invoices for July
    - i. Z10 – \$1,953.50
    - ii. Z11 – \$3,931.63
    - iii. Z12 – \$5,324.25
    - iv. **Total: \$11,209.38**
9. **Discussion/Action:** Partnership with the W.E. Upjohn Institute
  - a. Extend the contractual relationship with the W.E. Upjohn Institute
10. **Discussion/Action:** Review of By-Laws
  - a. Review proposed changes to the by-laws
11. **Discussion:** Update from the SMPC Sponsored Retirement Account Committee
  - a. Review of discussions and actions to date
12. **Discussion:** Regional Prosperity Initiative
  - a. Update on Regional Prosperity Meetings and Activities
13. **Staff Report/Other:**
  - a. EDA
  - b. MEDC
  - c. Albion
14. **Board Member Comments**
15. **Action:** Adjournment

***Next Meeting: October 3 in Centreville***



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## Board Meeting Minutes

**MEETING DATE:** Tuesday, August 1, 2017  
**MEETING TIME:** 11:30 am  
**MEETING LOCATION:** W.E. Upjohn Institute  
300 South Westnedge Ave, Kalamazoo, MI

### 1. Call to Order

- a. The meeting was called to order at 11:33 am.

### 2. Members Present

- a. Carahaly, Frisbie, Hazelbaker, Kale, McGraw, Pangle, Seyburn

### 3. Members Excused

- a. Baker was excused from the meeting.

### 4. Action: Approval of the Agenda

- a. *Kale make a motion to approve the agenda as presented.*
  - i. The motion was seconded by Pangle.
  - ii. **The motion carried.**

### 5. Action: Approval of the Minutes

- a. *Pangle make a motion to approve the minutes as presented.*
  - i. The motion was seconded by Frisbie.
  - ii. **The motion carried.**

### 6. Citizen Comments

- a. None made.

### 7. Financial Report

- a. Staff presented the monthly financial report at meeting. The board had a few questions about the fund balance and the amount of legal expenses and staff time devoted to the retirement account investigation.

### 8. Transportation/KATS Items

- a. KATS staff provided a written and verbal report of activities conducted on behalf of SMPC since May.
  - i. The bulk of the work was related to conducting PASER ratings and entering them into the state database.
  - ii. Staff administered the coordination of project prioritization as part of the rural task force work.
- b. **Action:** Q3 Invoices from KATS
  - i. *Pangle make a motion to approve the KATS invoices.*
    - 1) The motion was seconded by Kale.
    - 2) **The motion carried.**

### 9. Discussion: Talent Match

- a. W.E. Upjohn Institute Staff gave a presentation on the Talent Match project supported by RPI funding.
- b. The board had many questions regarding the presentation.
- c. The presentation can be found here: <http://smpcregion3.org/wp-content/uploads/2014/02/6-1-17-RPI-Meeting-TM-Presentation.pdf>

### 10. Discussion/Action: Economic Development District Status Application

- a. Outlined the relationship that many regions have with the U.S. Department of Commerce – Economic Development Administration; the regional organization are called “District Organizations. Staff would like to apply for District Organization.
- b. The board had a few technical questions regarding the relationship and history of EDA in our region.
- c. *Seyburn make a motion to authorize staff to prepare materials related to a request for District Organization status and to authorize the chair to sign a resolution of support and other necessary documents for the application.*
  - i. The motion was seconded by Frisbie.
  - ii. **The motion carried.**

**11. Discussion/Action: Michigan Economic Development Corporation Partnership**

- a. The MEDC seeks a relationship with SMPC to provide technical assistance to local communities wishing to go through the Redevelopment Ready Communities program.
- b. *Frisbie make a motion to authorize staff to enter a contract with the Michigan Economic Development Corporation to provide assistance with the Redevelopment Ready Communities program.*
  - i. The motion was seconded by Pangle.
  - ii. **The motion carried.**

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

- a. Staff gave an overview of activities conducted since the June meeting. The board discussed the activities in detail but make no formal decisions.

**13. Discussion: Regional Prosperity Initiative**

- a. Staff noted that the Committee decided to focus its funding on education this year and bolster existing organizations doing good work. Staff for the group will develop an RFP with a subcommittee’s input at its meeting on Thursday (8/3).

**14. Staff Report/Other:**

- a. MAR Annual Meeting
  - i. Carahaly and Staff gave a verbal report on the meetings.
  - ii. SMPC will host the annual meeting in 2018.
- b. Brady Township
  - i. Staff noted that he provided technical assistance to Brady Township. The Township is in the process of updating their master plan.
- c. Lockport Township
  - i. Staff noted that work continues on their master plan. The project should wrap up towards the end of the year.
- d. Albion City
  - i. Staff and Upjohn Institute staff helped lead city leaders through their economic strategic planning process. Staff will continue to provide technical assistance and possibly provide assistance with the update of their zoning ordinance.
- e. Regional Brownfield
  - i. Staff noted that several of the partner county brownfield authorities were supportive but not enthusiastic about a regional brownfield application. Additionally, some expressed concern regarding the mechanics of the application and administration of the grant funds.
- f. Barry County
  - i. Staff noted that it received a notice from the EDA that it modified the Economic Development District to move Barry County to the district to the north. The board discussed Barry County’s presence in our MDOT region.

**15. Board Member Comments**

- a. None made.

**16. Action: Adjournment**

- a. The meeting adjourned at 1:22 pm.

**W.E. Upjohn Institute for Employment Research**

Projects 34050, 34051, 34052, 34053, 34054  
 Southcentral Michigan Planning Council  
 FY17 10/1/16 - 9/30/17  
 Director: Lee Adams

**FY17**

**July**

	<b>34050 Fiscal YTD 2017</b>	<b>34050 SMPC General Budget</b>	<b>34051 Fiscal YTD 2017</b>	<b>34051 SMPC RPI Budget</b>	<b>34052 Fiscal YTD 2017</b>	<b>34052 SMPC Plan Budget</b>	<b>34053 Fiscal YTD 2017</b>	<b>34053 SMPC Transp Budget</b>	<b>34054 Fiscal YTD 2017</b>	<b>34054 SMPC Transp Budget</b>	<b>Total FY 2016 To Date</b>	<b>Total SMPC Budget</b>
Wages	12,422.94		11,296.64		6,116.93		1,504.06		26,520.00		57,860.57	
Fringe	7,845.07		5,940.66		3,721.40		928.85		-		18,435.98	
<b>Wages &amp; Fringe</b>	<b>20,268.01</b>	<b>15,000.00</b>	<b>17,237.30</b>	<b>25,000.00</b>	<b>9,838.33</b>	<b>15,000.00</b>	<b>2,432.91</b>	<b>5,000.00</b>	<b>26,520.00</b>	<b>33,600.00</b>	<b>76,296.55</b>	<b>93,600.00</b>
Training	-	1,000.00	-	-	-	1,000.00	-	-	-	-	-	2,000.00
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	43,368.58	87,950.00	-	-	43,368.58	92,950.00
Consulting - Legal Fees	12,403.94	5,000.00	-	-	-	-	-	-	-	-	12,403.94	5,000.00
Copies/Duplicating	5.20	25.00	-	100.00	-	100.00	-	25.00	0.08	-	5.28	250.00
Postage	-	15.00	-	-	-	-	-	-	-	-	-	15.00
Supplies - Office	92.40	50.00	-	-	-	-	-	-	-	-	92.40	50.00
Telephone	-	10.00	-	50.00	-	10.00	-	25.00	-	-	-	95.00
Software - License/Supplie	7.08	-	-	-	-	-	-	-	-	-	7.08	-
Web Site Hosting	23.35	-	-	-	-	-	-	-	-	-	23.35	-
Travel Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-
Travel	1,982.82	1,500.00	102.30	750.00	414.41	1,000.00	4.28	200.00	424.13	-	2,927.94	3,450.00
<b>Other Expense</b>	<b>15,474.79</b>	<b>10,660.00</b>	<b>102.30</b>	<b>900.00</b>	<b>414.41</b>	<b>7,110.00</b>	<b>43,372.86</b>	<b>88,200.00</b>	<b>424.21</b>	<b>-</b>	<b>59,788.57</b>	<b>106,870.00</b>
<b>Total Expense</b>	<b>35,742.80</b>	<b>25,660.00</b>	<b>17,339.60</b>	<b>25,900.00</b>	<b>10,252.74</b>	<b>22,110.00</b>	<b>45,805.77</b>	<b>93,200.00</b>	<b>26,944.21</b>	<b>33,600.00</b>	<b>136,085.12</b>	<b>200,470.00</b>
Billings 34050,34051,34054	16,500.00		16,975.76						26,944.21		60,419.97	-
Homer 24020 34052	-		-		4,105.85		-		-		4,105.85	
Penn 24021 34052	-		-		-		-		-		-	
St Joe 24022 34052	-		-		480.00		-		-		480.00	
Fabius 34052	-		-		-		-		-		-	
Lockport 24027 34052	-		-		891.00		-		-		891.00	
Ross 24028 34052	-		-		-		-		-		-	
Trans Z9 34053	-		-		-		-		-		-	
Trans Z10 34053	-		-		-		8,115.15		-		8,115.15	
Trans Z11 34053	-		-		-		16,672.66		-		16,672.66	
Trans Z12 34053	-		-		-		20,934.24		-		20,934.24	
<b>Total Billings</b>	<b>16,500.00</b>	<b>16,500.00</b>	<b>16,975.76</b>	<b>30,000.00</b>	<b>5,476.85</b>	<b>25,000.00</b>	<b>45,722.05</b>	<b>93,200.00</b>	<b>26,944.21</b>	<b>33,600.00</b>	<b>111,618.87</b>	<b>198,300.00</b>
Expense	35,742.80	25,660.00	17,339.60	25,900.00	10,252.74	22,110.00	45,805.77	93,200.00	26,944.21	33,600.00	136,085.12	200,470.00
<b>Net Income(Expense)</b>	<b>(19,242.80)</b>	<b>(9,160.00)</b>	<b>(363.84)</b>	<b>4,100.00</b>	<b>(4,775.89)</b>	<b>2,890.00</b>	<b>(83.72)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(24,466.25)</b>	<b>(2,170.00)</b>
Billings	16,500.00	16,500.00	16,975.76	30,000.00	5,476.85	25,000.00	45,722.05	93,200.00	26,944.21	33,600.00	111,618.87	198,300.00
Receipts	16,500.00	16,500.00	12,320.51	30,000.00	4,585.85	25,000.00	24,351.22	93,200.00	22,064.21	33,600.00	79,821.79	198,300.00
<b>Acct.Rec.Balance</b>	<b>-</b>	<b>-</b>	<b>4,655.25</b>	<b>-</b>	<b>891.00</b>	<b>-</b>	<b>21,370.83</b>	<b>-</b>	<b>4,880.00</b>	<b>-</b>	<b>31,797.08</b>	<b>-</b>

Lake Michigan Credit Union Balance: \$64,545.66



## The Metropolitan Planning Organization for the Greater Kalamazoo Area

5220 Lovers Lane, Suite 110

Portage, MI 49002

☎ 269-343-0766

✉ info@KATSmpo.org

TO: Southcentral Michigan Planning Council Board  
FROM: Jonathan Start, KATS Executive Director  
DATE: August 29, 2017  
SUBJECT: Southcentral Michigan Planning Council Report

During the month of August, 2017, KATS staff worked on the Michigan Department of Transportation (MDOT) Planning Activities for the Southcentral Michigan Planning Council (SMPC). Work was concentrated in the following activities:

- Performed preliminary quality control on Pavement Surface Evaluation and Rating (PASER) results for federal aid roads in Kalamazoo County and submitted the file to the Road Commission of Kalamazoo County to import into their Roadsoft system
- Worked with the Michigan Department of Transportation Planning on a change in programming for the 2017 Hastings Small Urban program project
- Reviewed the draft Prosperity Region 8 Coordinated Mobility Plan that was produced in response to the Governor's special message to the state legislature on the topic of aging.
- Worked to schedule a meeting with the transit agencies in Prosperity Region 8 to discuss potential next steps in response to recommendations made in the Draft Regional Coordinate Mobility Plan. The meeting is scheduled for 10:00 a.m. on September 12 at Kalamazoo Metro Transit
- Attended the Road Commission of Kalamazoo County board meeting for approval of the Asset Management Plan for Paved Roads
- Reviewed the draft Southcentral Michigan Regional Traffic Safety Plan and submitted comments to the consultant for their consideration
- Attended training on the new Investment Reporting Tool from the Transportation Asset Management Council
- Performed comprehensive quality control for 2017 federal aid PASER ratings in Barry, Branch Kalamazoo and St. Joseph counties
- Rated a section of road in Athens that was omitted from the federal aid road framework exported to the laptop data collector when ratings were done in May. This turned up on the quality control review cited above.

**Kalamazoo Area Transportation Study**  
**5220 Lovers Lane, Portage, MI 49002**  
**Phone: 269-343-0766 - Monica Zehner, Office Manager**

Invoice # Z10 - 4

To: Southcentral Michigan Planning Commission  
Lee Adams, Executive Director  
W.E. Upjohn Institute for Employment Research  
300 South Westnedge Ave  
Kalamazoo, MI 49007

Invoice Date: 8/28/2017  
Billing Period: July 2017  
Final                      YES       **X**       NO  
(check one)

**INVOICE FOR THE SOUTHCENTRAL MICHIGAN PLANNING COUNCIL AND  
KALAMAZOO AREA TRANSPORTATION STUDY AGREEMENT FOR:**

Contract/Authorization No: 2015-0020/Z10

Project Description: Management of the Rural Task Force and Samll Urban Program

Labor	\$1,180.82
Fringe	\$432.05
Indirect Costs	\$340.63
Direct Costs	\$0.00

Total Requested Amount: \$1,953.50

**SOUTHCENTRAL MICHIGAN PLANNING COUNCIL AND  
KALAMAZOO AREA TRANSPORTATION STUDY AGREEMENT FOR:**

Contract No. 2015-0020  
 Authorization Z10  
 Billing No. 4  
 Billing Period July 2017

PROJECT DESCRIPTION:  
 Management of the Rural Task Force and Small Urban Program

**Cost Distribution Summary**

Task No.	Task Description	Current Billing	Prior Billings	Billed to Date	Budget	Remaining	% Billed to Date
3108	Management of the Rural Task Force and Small Urban Programs	\$731.60	\$7,761.84	\$8,493.44	\$11,632.00	\$3,138.56	73.02%
3109	Public Involvement and Consultation Process for Non-Metropolitan Areas	\$1,121.92	\$353.31	\$1,475.23	\$1,997.00	\$521.77	73.87%
3110	Public Involvement for Air Quality Conformity1	\$99.98	\$0.00	\$99.98	\$371.00	\$271.02	26.95%
Total		<b>\$1,953.50</b>	\$8,115.15	\$10,068.65	\$14,000.00	\$3,931.35	71.92%

**Expense Report**

Task No.	Task Description	Salaries	Fringe	Indirect	Direct	Total
3108	Management of the Rural Task Force and Small Urban Programs	\$530.40	\$73.60	\$127.60	\$0.00	\$731.60
3109	Public Involvement and Consultation Process for Non-Metropolitan Areas	\$601.10	\$325.22	\$195.60	\$0.00	\$1,121.92
3110	Public Involvement for Air Quality Conformity1	\$49.32	\$33.23	\$17.43	\$0.00	\$99.98
Total		\$1,180.82	\$432.05	\$340.63	\$0.00	<b>\$1,953.50</b>

# Southcentral Michigan Planning Commission and Kalamazoo Area Transportation Study Agreement

Kalamazoo Area Transportation Study  
5220 Lovers Lane, Portage, MI 49002  
Phone: 269-343-0766 - Monica Zehner, Office Manager

## Progress Report

Project Description: Management of the Rural Task Force and Small Urban Program  
Contract/Authorization: 2015-0020/Z10  
Billing Period: July 2017

### **3108 Management of the Rural Task Force and Small Urban Programs**

- Worked extensively with the Michigan Department of Transportation planning staff on correcting errors in the Rural Task Force financial reports/Transportation Improvement Program that occurred during the migration from the Michigan Architecture Project database (MAP) Project Information System (MPINS) to JobNet
- Attended the 2017 Michigan Transportation Planning Association annual conference Rural Task Force Program Guidelines Update

### **3109 Public Involvement and Consultation Process for Non-Metropolitan Areas**

- Prepared for and attended FHWA Environmental Consultation Training at MTPA Conference

### **3110 Public Involvement for Air Quality Conformity**

- No work was completed in this work element



**Kalamazoo Area Transportation Study**  
**5220 Lovers Lane, Portage, MI 49002**  
**Phone: 269-343-0766 - Monica Zehner, Office Manager**

Invoice # Z11 - 4

To: Southcentral Michigan Planning Commission  
Lee Adams, Executive Director  
W.E. Upjohn Institute for Employment Research  
300 South Westnedge Ave  
Kalamazoo, MI 49007

Invoice Date: 8/28/2017  
Billing Period: July 2017  
Final                      YES       **X**       NO  
(check one)

**INVOICE FOR THE SOUTHCENTRAL MICHIGAN PLANNING COUNCIL AND  
KALAMAZOO AREA TRANSPORTATION STUDY AGREEMENT FOR:**

Contract/Authorization No: 2015-0020/Z11  
Project Description: Implementation of the FY 17 Transportation Planning Services Work Plan.

Labor	\$2,136.26
Fringe	\$1,109.99
Indirect Costs	\$685.38
Direct Costs	\$0.00

Total Requested Amount: \$3,931.63

**SOUTHCENTRAL MICHIGAN PLANNING COUNCIL AND  
KALAMAZOO AREA TRANSPORTATION STUDY AGREEMENT FOR:**

Contract No. 2015-0020  
 Authorization Z11  
 Billing No. 4  
 Billing Period July 2017

PROJECT DESCRIPTION:  
 Implementation of the FY 17 Transportation Planning Services Work Plan.

**Cost Distribution Summary**

Task No.	Task Description	Current Billing	Prior Billings	Billed to Date	Budget	Remaining	% Billed to Date
3101	Program Management *	\$1,017.14	\$5,443.33	\$6,460.47	\$10,233.00	\$3,772.53 *	63.13%
3102	Technical Assistance to MDOT	\$1,012.77	\$770.27	\$1,783.04	\$2,964.00	\$1,180.96	60.16%
3103	Technical Assistance to Member Agencies	\$329.22	\$6,531.65	\$6,860.87	\$9,424.00	\$2,563.13	72.80%
3104	Access Management	\$0.00	\$133.32	\$133.32	\$277.00	\$143.68	48.13%
3105	Pure Michigan Byway Program	\$133.30	\$133.32	\$266.62	\$277.00	\$10.38	96.25%
3106	Non-Motorized Mapping and Investment Plan	\$146.32	\$133.32	\$279.64	\$277	(\$2.64)	100.95%
3107	Rural Safety Planning	\$1,292.88	\$1,173.98	\$2,466.86	\$2,548	\$81.14	96.82%
	<b>Total</b>	<b>\$3,931.63</b>	<b>\$14,319.19</b>	<b>\$18,250.82</b>	<b>\$26,000.00</b>	<b>\$7,749.18</b>	<b>70.20%</b>

\* Does not include costs submitted by the SouthCentral Michigan Planning Commission.

3101 Budget	\$10,233.00
- Less YTD Project Costs Submitted by KATS	(\$6,460.47)
-Less YTD SMPC Costs:	
Quarter 1	\$597.98
Quarter 2	\$683.39
Quarter 3	\$1,072.10
Estimated Remaining before SMPC July Costs are submitted:	\$1,419.06

**Expense Report**

Task No.	Task Description	Salaries	Fringe	Indirect	Direct	Total
3101	Program Management	\$530.36	\$309.52	\$177.26	\$0.00	\$1,017.14
3102	Technical Assistance to MDOT	\$533.52	\$302.67	\$176.58	\$0.00	\$1,012.77
3103	Technical Assistance to Member Agencies	\$238.68	\$33.12	\$57.42	\$0.00	\$329.22
3104	Access Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3105	Pure Michigan Byway Program	\$65.76	\$44.30	\$23.24	\$0.00	\$133.30
3106	Non-Motorized Mapping and Investment Plan	\$106.08	\$14.72	\$25.52	\$0.00	\$146.32
3107	Rural Safety Planning	\$661.86	\$405.66	\$225.36	\$0.00	\$1,292.88
	<b>Total</b>	<b>\$2,136.26</b>	<b>\$1,109.99</b>	<b>\$685.38</b>	<b>\$0.00</b>	<b>\$3,931.63</b>

# Southcentral Michigan Planning Commission and Kalamazoo Area Transportation Study Agreement

Kalamazoo Area Transportation Study  
5220 Lovers Lane, Portage, MI 49002  
Phone: 269-343-0766 - Monica Zehner, Office Manager

## Progress Report

Project Description: Implementation of the FY 17 Transportation Planning Services Work Plan  
Contract/Authorization: 2015-0020/Z11  
Billing Period: July 2017

### **3101 Program Management**

- Prepared monthly report for the Kalamazoo Area Transportation Study Policy Committee on work performed under contract to the Southcentral Michigan Planning Council.
- Prepared that third Quarter Progress Report and Billing

### **3102 Technical Assistance to MDOT**

- Attended the 2017 Michigan Transportation Planning Association annual conference sessions using Big Data to Enhance the Michigan Statewide Model
- Prepared for and attended the MDOT Planning and Environmental Linkages (PEL) presentation

### **3103 Technical Assistance to Member Agencies**

- Attended the Kalamazoo Area Transportation Study Technical Committee meeting for Transportation Improvement Program updates
- Attended the 2017 Michigan Transportation Planning Association annual conference session Planning for Tomorrow's Mobility

### **3104 Access Management**

- No work was completed in this work element

### **3105 Pure Michigan Byway Program**

- No work was completed in this work element

### **3106 Non-motorized Mapping and Investment Plan**

- Attended the 2017 Michigan Transportation Planning Association annual conference
- Review of region non-motorized data and status of non-motorized transportation in the region
- Prepared for and attended MTPA Session Pedestrians, Bicyclists, Counting, and the Cloud – What do they have in Common?
- Prepared for and attended Accessibility and Mobility: A Discussion in Transportation Planning

### **3107 Rural Safety Planning**

- Reviewed the Southcentral Regional Transportation Safety Plan

**Kalamazoo Area Transportation Study**  
**5220 Lovers Lane, Portage, MI 49002**  
**Phone: 269-343-0766 - Monica Zehner, Office Manager**

Invoice # Z12 - 4

To: Southcentral Michigan Planning Commission  
Lee Adams, Executive Director  
W.E. Upjohn Institute for Employment Research  
300 South Westnedge Ave  
Kalamazoo, MI 49007

Invoice Date: 8/28/2017  
Billing Period: July 2017  
Final                      YES       **X**       NO  
(check one)

**INVOICE FOR THE SOUTHCENTRAL MICHIGAN PLANNING COUNCIL AND  
KALAMAZOO AREA TRANSPORTATION STUDY AGREEMENT FOR:**

Contract/Authorization No: 2015-0020/Z12  
Project Description: Asset Management for FY 2017

Labor	\$2,660.00
Fringe	\$830.79
Indirect Costs	\$737.26
Direct Costs	\$1,096.20

Total Requested Amount:	\$5,324.25
YTD Cost Total	\$26,258.49
YTD Percent Complete	49.39%

THE SOUTHCENTRAL MICHIGAN PLANNING COUNCIL AND  
KALAMAZOO AREA TRANSPORTATION STUDY AGREEMENT

Kalamazoo Area Transportation Study  
5220 Lovers Lane, Portage, MI 49002  
Phone: 269-343-0766 - Monica Zehner, Office Manager

MDOT Asset Management FY 2017  
2015-0020/Z12

Table of Expenses – Asset Management Program Activities

Work Item Category -Asset Management Task	Invoice Period: July 2017
<b>I. Training Activities</b>	<b>\$0.00</b>
Act 51 Agencies	\$0.00
Salaries and Benefits	\$0.00
Other	\$0.00
KATS	\$0.00
Salaries and Benefits	\$0.00
Indirect Costs	\$0.00
Other	\$0.00
<b>II. EQUIPMENT</b>	<b>\$0.00</b>
<b>III.A. DATA COLLECTION - FEDERAL AID SYSTEM</b>	<b>\$3,010.45</b>
Invoices from Act 51 Agencies	\$1,096.20
KATS	\$1,914.25
Salaries and Benefits	\$1,580.45
Indirect Costs	\$333.80
Other	\$0.00
<b>III.A. DATA COLLECTION - NON-FEDERAL AID SYSTEM</b>	<b>\$0.00</b>
Invoices from Act 51 Agencies	\$0.00
KATS	\$0.00
Salaries and Benefits	\$0.00
Indirect Costs	\$0.00
Other	\$0.00
<b>IV. Data Submission &amp; Tech Support</b>	<b>\$1,700.72</b>
KATS	\$1,700.72
Salaries and Benefits	\$1,404.12
Indirect Costs	\$296.60
Other	\$0.00
<b>V. Unforeseen/Misc.</b>	<b>\$613.08</b>
KATS	\$613.08
Salaries and Benefits	\$506.22
Indirect Costs	\$106.86
Other	\$0.00
<b>INVOICE TOTAL</b>	<b>\$5,324.25</b>

**\*\*\* INVOICE \*\*\***

Branch County Road Commission  
23 E. Garfield  
Coldwater, MI 49036-0000

Phone: 517-278-2022

0426

KALAMAZOO AREA TRANSPORTATION  
AUTHORITY

Invoice Number

Invoice Date

Work Order Number

201 County Road Fund

MISCELLANEOUS INVOICE

701163

07/20/2017

070010

**FEDERAL PASER RATING FOR BRANCH COUNTY:**


14.5 HOURS @ \$75.60

**TOTAL DUE: \$1,096.20**

INVOICE DUE UPON RECEIPT.  
THANK YOU.

# TRANSPORTATION ASSET MANAGEMENT COUNCIL

## 2017 DATA COLLECTION - ROAD INVENTORY LOG

<b>CREW: Include members name and 2017 PASER Training Date or Certification Exam Date</b>		Date: 04/03/17
M-DOT Region -	Name: <u>Eric Wernet</u>	Date: <u>03/29/17</u>
Planning Region -	<u>Fred Nagler</u>	<u>03/29/17</u>
County -	<u>Garrett Myland</u>	<u>03/29/17</u>
City -		
		Hours/Minutes Worked: <u>7 Hours</u>
		 Michigan Transportation Asset Management Council

Please check the following work type:

OFFICE WORK:	<input type="checkbox"/>
--------------	--------------------------

FIELD WORK:	<input checked="" type="checkbox"/>
-------------	-------------------------------------

<b>GEOGRAPHIC AREA: Please insert region, county, township, city, etc.</b>
--

Branch County


MILEAGE LOG:	
VEHICLE: _____	General Comments:
BEGIN MILE: <u>42714</u>	
END MILE: <u>42855</u>	
TOTAL: <u>141</u>	
TOTAL MILES OF FED-AID ELIGIBLE ROADS INVENTORIED: <u>106.802</u>	

Please fill out this form each day you perform Asset Management tasks. E-mail to [chesbrog@michigan.gov](mailto:chesbrog@michigan.gov). If you have any questions, please contact Gil Chesbro at 517- 335-2963 (office) or 517-242-3535 (cell)



# TRANSPORTATION ASSET MANAGEMENT COUNCIL

## 2017 DATA COLLECTION - ROAD INVENTORY LOG

<b>CREW: Include members name and 2017 PASER Training Date or Certification Exam Date</b>		Date: 04/17/17
M-DOT Region -	Name: <u>Jim Moomey</u>	Date: <u>03/29/17</u>
Planning Region -	<u>Fred Nagler</u>	03/29/17
County -	<u>Garrett Myland</u>	03/29/17
City -		
		Hours/Minutes Worked: 7.5 Hours
		 Michigan Transportation Asset Management Council

Please check the following work type:

OFFICE WORK:	<input type="checkbox"/>
--------------	--------------------------

FIELD WORK:	<input checked="" type="checkbox"/>
-------------	-------------------------------------

<b>GEOGRAPHIC AREA: Please insert region, county, township, city, etc.</b>
--

Branch County

MILEAGE LOG:	
<b>VEHICLE:</b>	<b>General Comments:</b>
<b>BEGIN MILE:</b> <u>42911</u>	
<b>END MILE:</b> <u>42053</u>	
<b>TOTAL:</b> <u>142</u>	
<b>TOTAL MILES OF FED-AID ELIGIBLE ROADS INVENTORIED:</b> <u>110.330</u>	

Please fill out this form each day you perform Asset Management tasks. E-mail to [chesbrog@michigan.gov](mailto:chesbrog@michigan.gov). If you have any questions, please contact Gil Chesbro at 517- 335-2963 (office) or 517-242-3535 (cell)



**SOUTHCENTRAL MICHIGAN PLANNING COUNCIL AND  
KALAMAZOO AREA TRANSPORTATION STUDY AGREEMENT FOR:**

Contract No. 2015-0020  
 Authorization Z12  
 Billing No. 4  
 Billing Period July 2017

PROJECT DESCRIPTION:  
 Asset Management for FY 2017

**Cost Distribution Summary**

Task No.	Task Description	Current Billing	Prior Billings	Billed to Date	Budget	Remaining	% Billed to Date
3111	Asset Management	\$5,324.25	\$20,934.24	\$26,258.49	\$53,162.00	\$26,903.51	49.39%
	Total	\$5,324.25	\$20,934.24	\$26,258.49	\$53,162.00	\$26,903.51	49.39%

**Expense Report**

Task No.	Task Description	Salaries	Fringe	Indirect	Direct	Total
3111	Asset Management	\$2,660.00	\$830.79	\$737.26	\$1,096.20	\$5,324.25
	Total	\$2,660.00	\$830.79	\$737.26	\$1,096.20	\$5,324.25

# Southcentral Michigan Planning Commission and Kalamazoo Area Transportation Study Agreement

Kalamazoo Area Transportation Study  
5220 Lovers Lane, Portage, MI 49002  
Phone: 269-343-0766 - Monica Zehner, Office Manager

## MDOT Asset Management FY 2017 2015-0020/Z12

### Progress Report for Asset Management FY 2017 Activities

#### **I. Training Activities**

##### Act 51 Agencies

- No work was invoiced by local agencies.

##### KATS

- No work was completed in this work element.

#### **II. Equipment**

- No equipment was purchased in this work element.

#### **III. Data Collection - Federal Aid System**

##### Act 51 Agencies

- No work was invoiced by local agencies.

##### KATS

- Participated in the Pavement Surface Evaluation and Rating (PASER) rating for federal aid roads in Kalamazoo County
- Performed preliminary quality control checks for Kalamazoo County PASER ratings and forwarded the data file to the Road Commission of Kalamazoo County for their review

#### **III. Data Collection - Non-Federal Aid System**

##### Act 51 Agencies

- No work was invoiced by local agencies.

##### KATS

- No work was completed in this work element.

#### **IV. Data Submission & Tech Support**

##### KATS

- Worked on the draft Asset Management Plan for the Road Commission of Kalamazoo County
- Prepared and submitted Quarter 3 Progress Report and Billing.

#### **V. Unforeseen/Misc.**

##### KATS

- Prepared for and attended Transportation Asset Management Council meetings on behalf of the region.
- Review of the TAMC Data Collection Policy Draft on behalf of the region.

**SOUTHCENTRAL MICHIGAN PLANNING COUNCIL**  
**W. E. UPJOHN UNEMPLOYMENT TRUSTEE CORPORATION**  
**SERVICES AGREEMENT**

This Services Agreement (this "Agreement") is made and entered into as of October 1, 2014~~7~~ by and between the SOUTHCENTRAL MICHIGAN PLANNING COUNCIL, an entity created under the authority of Act 281 of Michigan Public Acts of 1945, as amended ("SMPC") and W. E. UPJOHN UNEMPLOYMENT TRUSTEE CORPORATION, a Michigan nonprofit corporation ("Institute") (each, a "Party" and together, the "Parties"), for the purpose of fixing the rights and obligations of the Parties.

**RECITALS:**

- A. Region 3 consists of the Counties of ~~Barry~~, Branch, Calhoun, Kalamazoo, and St. Joseph and is represented by SMPC.
- B. SMPC reorganized in October of 2012.
- C. Kalamazoo County provided temporary administrative staff to SMPC in FY 2013 and FY 2014. SMPC determined that a more permanent solution was needed.
- ~~D.~~ SMPC reviewed several options and decided to pursue a relationship with Institute.
- ~~D-E.~~ Institute has performed administrative and support functions since October, 2014.
- ~~E-F.~~ Institute will continue to fulfill the administrative and support roles of SMPC through September 30, 2019.

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Accordingly, the Parties agree as follows:

**TERMS AND CONDITIONS:**

- 1. Recitals: The recitals are not made a part of this Agreement.
- 2. Agreements:
  - a) Institute will provide certain administrative and support services to SMPC, as described below in Section 4 of this Agreement.
  - b) The SMPC board shall delegate and grant to Institute those rights and that authority necessary to allow Institute to perform those functions described below in Section 4 of this Agreement.
  - c) The current SMPC Bylaws will remain in effect following the execution of this Agreement.
  - d) The term of this Agreement will expire on September 30, 2017~~9~~. Notwithstanding the foregoing, either Party may terminate this Agreement with or without cause at any time upon providing the other Party at least ninety (90) days

prior written notice of such termination. Upon the expiration of this Agreement, if both Parties agree, the term of this Agreement may be extended.

e) Notwithstanding anything in this Agreement to the contrary, unless Institute otherwise agrees in writing, Institute shall not be responsible for any administrative or support services to SMPC that relate to any activity, occurrence or event that occurred prior to the date of this Agreement.

3. Rights, Duties and Responsibilities of SMPC: During the term of this Agreement, SMPC and its board agree to do the following:

- a) Delegate and grant to Institute those rights and that authority necessary to allow Institute to perform those functions described below in Section 4 of this Agreement
- b) Approve annual strategic plan for SMPC activities and program planning, as submitted by Institute
- c) Approve annual SMPC budget and budget amendments submitted by Institute
- d) Monitor and approve ~~monthly~~quarterly SMPC financial reports submitted by Institute
- e) Perform annual reviews of SMPC's relationship with Institute
- f) Advise Institute on appointment of director and other staff hired by Institute to direct SMPC-related activities

4. Rights, Duties and Responsibilities of Institute: During the term of this Agreement, Institute agrees to do the following (collectively, the "Services"):

- a) Act as the administrative agent for SMPC, assuming responsibility for program planning, administration, staffing, and fiscal management, in accordance with SMPC's bylaws, strategic plan and budget
- b) Coordinate SMPC board meetings
- c) Upon approval of the SMPC board, enter into contracts on behalf of SMPC
- d) Respond to correspondence relating to SMPC
- e) Develop and maintain relationships with SMPC member counties, other local units of government, and related organizations, as appropriate
- f) Represent SMPC at Michigan Association of Regions, Michigan Department of Transportation, Regional Prosperity, and other meetings
- g) Administer SMPC agreements with the Kalamazoo Area Transportation Study
- h) Maintain SMPC website
- i) Prepare proposed annual budget for submission to SMPC board for approval
- j) Prepare proposed budget amendments, as needed, for submission to SMPC board for approval
- k) Prepare ~~monthly~~quarterly SMPC activity and financial reports for SMPC board meetings
- l) Submit invoices and payments to outside entities, as needed and budgeted, on behalf of SMPC
- m) Receive and disburse SMPC funding from: (i) membership dues; (ii) grants; (iii) contractual agreements; (iv) reimbursements; and (v) other sources
- n) Complete and publish an annual audit of SMPC funds
- o) Supply meeting facilities for SMPC, as needed

p) Perform other SMPC administrative tasks, as reasonably determined by the SMPC board

5. Financial Relationship. In consideration of Institute's performance of the Services, SMPC shall reimburse Institute with SMPC's funds (including without limitation grants, dues, subscriptions, technical assistance, contract services, and other sources) for identifiable costs associated with Institute's performance of the Services, not exceeding the amount set forth in the approved budget, as amended.
6. Independent Contractor. The Parties mutually understand and agree that Institute shall be at all times acting and performing as an independent contractor under this Agreement. Nothing in this Agreement is intended to create an employer/employee or joint venture relationship between the Parties. The Parties agree that Institute and its employees and independent contractors are not eligible for any compensation, fringe benefits, pension, workers' compensation, sickness or health insurance benefits, or other similar benefits accorded typical employees, by SMPC. Nothing in this Agreement is intended to allow SMPC to exercise control or direction over the manner or method by which Institute performs the Services.
7. Binding Effect: The obligations of the Parties shall bind and inure to the benefit of each Party and their respective successors. The Parties do not intend to confer any benefits on any person or entity other than the Parties.
8. Notices: Any notices that may be required under this Agreement shall be in writing and delivered personally, or via first-class mail, postage fully prepaid and properly addressed to:  
  

*Institute:* Don Edgerly, Administrator  
300 South Westnedge Ave  
Kalamazoo, MI 49007

*SMPC:* ~~Kathy-Sue Dunn~~Keith Baker, Chairperson  
~~201 W. Kalamazoo Ave, Room 101~~300 South Westnedge Ave  
Kalamazoo, MI 49007
9. Severability: If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provisions shall be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
10. Amendment: This Agreement may not be amended except by mutual written agreement of the Parties.
11. Entire Agreement: This Agreement shall constitute the entire agreement between the Parties and supersedes any and all other written or oral agreements between the Parties with respect to the subject matter of this Agreement.

12. Governing Law: Waiver of Jury Trial: This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the State of Michigan, without regard to conflicts of law principles. EACH PARTY WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.

13. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or .pdf and, upon such delivery, the facsimile or .pdf will be deemed to have the same effect as if the original signature had been delivered to the other Party.

The Parties have made this Agreement effective as of the date first set forth above.

W. E. UPJOHN UNEMPLOYMENT TRUSTEE CORPORATION

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: Administrator

SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: Chairperson

| ~~22432566.5\092386-00004~~

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**W. E. UPJOHN UNEMPLOYMENT TRUSTEE CORPORATION**  
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of such termination. Upon the expiration of this Agreement, if both Parties agree, the term of this Agreement may be extended.

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                              300 South Westnedge Ave  
                              Kalamazoo, MI 49007

*SMPC:*             *Keith Baker, Chairperson*  
                              300 South Westnedge Ave  
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The Parties have made this Agreement effective as of the date first set forth above.

Dated: 8/17/17

W. E. UPJOHN UNEMPLOYMENT TRUSTEE CORPORATION

By: Jon Edgell

Its: Administrator

SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Its: Chairperson



# Southcentral Michigan Planning Council

300 South Westnedge Avenue · Kalamazoo, Michigan 49007

Phone: (269) 385-0409 · FAX: (269) 343-3308 · Email: [adamsinfo@smpcregion3upjohn.org](mailto:adamsinfo@smpcregion3upjohn.org)

Commented [LA1]: New logo

## BY-LAWS

ADOPTED 12-17-12, **AS AMENDED ON XX, XX, XXXX**

Commented [LA2]: Needed if amended

### ARTICLE I ESTABLISHMENT

**SECTION 1:** The Southcentral Michigan Planning Council ~~mission~~ was created under the authority of Act 281 of Michigan Public Acts of 1945, as amended. It was ~~re-established~~ **reorganized** on October 18, 2012.

Commented [LA3]: More accurate language

**SECTION 2:** The official title of this Council is the Southcentral Michigan Planning Council, hereinafter referred to as the Council or SMPC.

### ARTICLE II DEFINITIONS

**SECTION 1:** Definitions

- A. COUNCIL - The governing and policy body of the SMPC.
- B. FISCAL YEAR - October 1 through September 30.
- C. IN GOOD STANDING - Current fiscal year local funding contribution is paid in full. Under extenuating circumstances, a grace period for payment may be granted by resolution of the Council.
- D. MEMBER - A local unit of government within Region 3 in good standing with the Council.
- E. REGION 3 - Geographic area contained within the Region 3 boundary as defined by the counties of ~~Barry~~, Branch, Calhoun, Kalamazoo, and St Joseph.
- F. REPRESENTATIVE - A person on the Council appointed by a member county.
- G. SMPC - Southcentral Michigan Planning Council.

### ARTICLE III MEMBERS

**SECTION 1:** Membership Composition

- A. The Council shall be composed of ~~13~~ **1** members representing each of the region's counties.
- B. Representation Plan:
  - a. Each county shall have two representatives
  - b. A county shall receive an additional representative for every 100,000 residents as determined by the most recent decennial Census
  - c. The representation plan results in the following membership from 2011 through 2021:
    - ~~i. Barry County - two Representatives~~
    - ~~ii. Branch County - two Representatives~~
    - ~~iii. Calhoun County - three Representatives~~

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Amended XX-XX-XXXX

- ~~iv-iii.~~ Kalamazoo County - four Representatives
- ~~v-iv.~~ St Joseph County - two Representatives

C. Each County shall allocate half (rounding down) of its membership positions on the Council to individuals who reside outside of the Census defined Urbanized area. If no willing representatives are available, the Council is allowed to waive the rural representation requirement.

~~D. Council composition must follow US-EDA guidelines. Each county will be advised on these guidelines.~~

D. Additional units of government may apply for membership at any regular board meeting. The unit must have a resolution from its governing body to apply for membership. New members require a two-thirds majority approval of the SMPC board.

**SECTION 2:** Appointment of RepresentativesDelegates

A. Member ~~Counties~~ units are responsible for appointing or removing their ~~representativesdelegates~~.

B. Member ~~counties~~ units should appoint elected officials, whenever possible, as their ~~representativesdelegates~~. If elected officials are not available, the member unit should appoint a public official.

**SECTION 3:** Term of Office

A. ~~Delegates who are elected officials may serve for terms equal to their terms of office or three years, whichever ends earliest.~~

B. RepresentativesDelegates\_ at Large may should serve three-year terms ~~beginning at the start of each fiscal year.~~

C. Any ~~representativesdelegate~~ may be reappointed ~~for additional like terms~~ by their Member ~~County unit~~.

D. Appointments shall be the exclusive prerogative of the appointing authority and shall not be subject to challenge by any member of the Council, or the Council. The council may formally submit a request for the removal of a representative to a member unit.

**SECTION 4:** Forfeiture of Membership

A. A member unit may forfeit its membership by resolution of its governing body.

B. A forfeiture of membership that results in a geographic boundary change for SMCP requires a resolution of concurrence by SMCP and acceptance by the State of Michigan.

C. Financial implications of forfeiture are governed by Article IX of this document.

**ARTICLE IV COMPENSATION**

**SECTION 1:** The SMPC shall not pay compensation to Representative of members ~~units of the SMPC~~ for their services as a Representative ~~members of the Council~~; provided that this shall not affect in any way remuneration received by any state or local official who, in addition to his/her responsibilities and duties as a state or local official, serves also as a member of the Council. All membersRepresentatives may be reimbursed for actual expenses incurred as representatives of the Council as authorized by the Council.

**ARTICLE V PURPOSE AND FUNCTION**

**SECTION 1:** SMPC is a regional planning organization that aims to improve the economic, environmental, and fiscal health of member organizations through transportation, land use and environmental planning, economic

Amended XX-XX-XXXX

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**Commented [LA5]:** Need mechanism for adding members

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**Commented [LA6]:** More accurate language

**Commented [LA7]:** May need a mechanism to ask for removal

**Commented [LA8]:** We need a mechanism to allow members to leave

**Commented [LA9]:** Review this section with the board

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~~development, and efficient local staffing. The Council is a voluntary organization of member counties organized to foster a cooperative effort in resolving problems, policies and plans that are common and regional with the greatest benefit to citizens of Region 3 while maximizing the efficient use of its resources.~~

~~**SECTION 2:** The purpose of the SMPC shall be to prepare and/or coordinate the development of plans and aid in the implementation of agreed upon plans and services within the region.~~

**SECTION 32:** The Council shall have such additional purposes as may be provided by law and shall ~~may~~ have the following ~~additional~~ functions:

- A. To provide a mutual forum to identify, study, discuss, and define regional issues and opportunities ~~by utilizing the democratic processes and encouraging citizen participation.~~
- B. To assure a continuing practical vehicle to promote communication and cooperation for the exchange of information among area governmental units and agencies.
- C. To foster, develop and review plans for growth, development and conservation of the environment in the region.
- D. To encourage and assist in the development of region wide policies and proposals for coordinating human services, land use, transportation and other related physical planning programs among area local governments.
- E. To furnish general and technical aid to member governments and groups or organizations ~~relative to regional issues and opportunities as they request and direct.~~
- F. To review and coordinate federal, state and local programs of regional importance as defined and approved by the Council.
- G. To provide necessary assistance to local governments, agencies and individuals in securing federal and state funding programs that would have regional significance as defined by the Council.
- H. To undertake such other activities consistent with the purposes as set forth under the authority of the State of Michigan's Regional Planning Act 281 of 1945, as amended which provides for regional planning; the creation, organization, powers and duties of regional planning Councils; the provision of funds for the use of regional planning Councils; and the supervision of the activities of regional planning Councils under the provisions of this act.
- I. To consider other matters that may benefit and be of value in promoting and accomplishing the purposes of the Council.
- J. To encourage region wide cooperation to enhance economic opportunity between the public and private sectors in development, expansion, attraction, and retention of business and industry.

**SECTION 4:** The Council shall make an annual report of its activities to the member counties and the Executive Office of the Governor, and make that report available publicly.

#### ARTICLE VI OFFICERS

**SECTION 1:** The officers of this Council shall be:

- A. ~~A. A Chairperson who shall preside at regular meetings or call and preside at any special meeting. The Chairperson and shall have additional special duties as prescribed by the Bylaws, and shall have the further authority to preside at any recessed meeting, or call and preside at any special meeting and who shall also chair the Executive and Personnel Committee.~~
  - a. Other duties are outlined in the following sections:

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i. |  
ii. Article XI, Section I

- B. A Vice Chairperson who shall function in the same capacity as the Chairperson in the case of the Chairperson's absence or inability to act.
- C. A Treasurer whose duties shall be to function in the same capacity as Chairperson in case of the Chairperson's and Vice Chairperson's absence or inability to act, and such other duties as are usual to the office. The Treasurer and such other officers and staff members as are responsible for the handling of funds and shall be bonded in an amount to be determined by the Council.
- D. A Secretary whose duties shall be to function in the same capacity as Chairperson in the case of the Chairperson's, Vice Chairperson's and Treasurer's absence or inability to act, and to recommend to the Council a correct copy of minutes of any meeting at which SMPC business shall have been transacted, and such other duties as are usual to the office.

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**SECTION 2:** The officers of the SMPC shall be elected each year for a one-year term by the Council from the voting members, at ~~its~~their Annual Meeting, or at such times as vacancies may occur.

During the election of officers at the annual meeting, the Executive Director shall assume the chair until such time as the elected person shall assume the chair having been duly elected as prescribed by these Bylaws.

#### ARTICLE VII PERSONNEL

**SECTION 1:** The Council may employ an Executive Director ~~and/or~~ such other employees as it deems necessary for its work, ~~and/or~~ may hire such consultants for part-time or full-time service as may be necessary for the execution of its responsibilities ~~and obligations~~.

**SECTION 2:** The Council ~~shall may~~ prepare and adopt personnel policies and procedures which shall apply to the conduct of all personnel ~~hired~~.

**SECTION 3:** The Executive Director ~~of the Council or directed staff~~ shall keep a written record of all business transacted by the Council, serve notification to members of all meetings, keep on file all official records ~~and reports~~ of the Council, ~~respond to Freedom of Information Act requests~~, ~~certify all maps, records and reports of the Council~~, serve notice of all hearings and public meetings, and shall submit the Annual Report of the Council's activities to the member units of government and the Office of the Governor.

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#### ARTICLE VIII MEETINGS

**SECTION 1:** The regular meetings of the Council shall be held as prescribed by the Council and adopted at the annual meeting as recorded and posted. Special meetings may be held as required, subject to call of the Chairperson, or ~~in the absence of the Chairperson by~~ the Vice Chairperson ~~when the Chair is unable to act~~, or by no less than ~~four~~three (34) voting members. ~~The necessity for a meeting may be called to the attention of the Chairperson or Vice Chairperson by the Executive Director.~~

The Executive Director ~~or directed staff~~ shall ~~attend all meetings and~~ keep ~~minutes a written record~~ of all business conducted at meetings. ~~At regular meetings, the Executive Director shall make a report of activities between meetings, director shall attend all meetings.~~

Commented [LA15]: Update language

**SECTION 2:** A simple majority of the ~~members~~ Representative shall constitute a quorum. -No business shall be considered without the presence of a quorum, except to adjourn or recess. -Any formal action must be ~~made~~ by a simple majority of the Council members present with a quorum ~~present~~ unless otherwise designated in these bylaws.

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**SECTION 3:** Representatives are responsible for attending each meeting of the Council. In the event that a Representative is unable to attend a scheduled meeting, the Representative shall ~~contact~~ provide advance notice

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~~to the Executive Director or Chairperson or be considered absent. If contact is not made, the Representative will be considered absent. The Executive Direct-Staff shall keep a record of attendance.~~

~~SECTION 43:~~ The Chairperson in cooperation with the Executive Director/staff shall notify the Representatives Council members of the date and location of each meeting no less than ten (10) days prior to the date set for the meeting.

~~SECTION 5:~~ Regular Meeting shall be held on a bi-monthly basis.

~~SECTION 46:~~ All meetings are held in accordance with the Open Meetings Act, Public Act 267 of 1976, as amended, and other applicable statutes, ~~members of the public are encouraged to attend all open public meetings and to address the public body at that meeting.~~ **SECTION :** All regular meetings are open to the public and meeting notices are available through each member county's office or the Council's website. ~~Special meetings may be public or closed in accordance with the Open Meetings Act, Public Act 267 of 1976, as amended.~~

~~SECTION: 5:~~ The Council may make any part of a regular meeting closed or call a special closed meeting. At any closed meeting, ~~t~~The Council may designate or invite any member of its technical staff or county/city other person ~~official(s)~~ to be present at closed proceedings if it so desires.

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~~SECTION 786:~~ The Annual Meeting shall be the first meeting of the fiscal year.

~~SECTION 89:~~ The Council may, by majority vote at a public meeting, designate a different day for any regular monthly meeting as specified in SECTION 1 above.

~~SECTION 910:~~ Council members present at a regular meeting or a duly called special meeting may adjourn such meeting in the event a quorum is not present. Future meeting notification shall be as specified in ARTICLE VII, SECTION 3 of these Bylaws.

~~SECTION 917:~~ All regular and special meetings of the Council and its Committees shall be conducted in accordance with procedures as set forth in the Merriam-Webster New Robert's Rules of Order.

#### ARTICLE IX FINANCIAL CONSIDERATIONS

~~SECTION 1:~~ The Council shall adopt an annual budget that promotes financial sustainability. ~~To achieve the goals and objectives of the SMPC and to meet concomitant financial needs, federal and state grant programs may be utilized to their fullest extent possible. For administrative responsibilities and to meet grant program fund matching requirements, it is necessary that the Council membership provide certain amounts of money as local funding contributions.~~

~~SECTION 2:~~ Upon adoption of the annual budget, the Council shall fix membership assessments for all governmental members of the Council. Assessments are proportional to the member's representation on the Council, in amounts sufficient to provide all the local contribution effort required to support the budget. Each county is responsible for the proportion of the budget equal to its proportional representation on the board. Membership assessments are due quarterly; advanced notice is given at least one month prior to the deadline.

Any member ~~government~~ which does not pay its ~~assess~~ment~~ed~~ local funding contribution within ninety (90) days of ~~due date~~ invoicing shall be considered delinquent and shall be ineligible to vote at Council meetings. ~~Local contributions will not be returned to member governments in the case of withdrawal.~~

~~SECTION 3:~~ If dissolved, any and all assets of SMPC are distributed in accordance with the proportion of dues paid. If a member county voluntarily forfeits its membership, a refund of cash dues paid for the current fiscal year is distributed on a prorated basis. No more than half of the dues paid shall be refunded. No refunds are given on in-kind contributions.

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**ARTICLE X ADOPTION OF PLANS**

~~SECTION 1: For the adoption of Master Plans, or any substantial amendment thereof, or precise plans as designated in the Regional Planning Council Act, Act 281 of Michigan Public Acts of 1945, as amended, an affirmative vote of a majority of the full membership of the Council shall be required. The resolution for adoption shall be made in writing and attached to the plan and related maps with any descriptive information, approvals, signatures, and in accordance with appropriate laws and regulations. Before adopting a Master Plan or substantial amendment thereof, the Council shall hold at least one public hearing thereon, notice of the time and place of which shall be given on the SMPC website and at the administrative offices of SMPC and each member county by one publication in a newspaper of general circulation in the counties, not more than thirty (30) days or no less than ten (10) days before such hearing.~~

**ARTICLE XI COMMITTEES AND COUNCILS**

~~SECTION 1: Committees, as deemed necessary by the Council, shall be appointed by the Council Chairperson, who shall also select the committee chairpersons from the membership of the Council. Committees may elect a chairperson as needed.~~

~~SECTION 2: The SMPC shall approve policies for any and all advisory committees, subcommittees, and councils.~~

**ARTICLE XII AMENDMENTS**

~~SECTION 1: The Bylaws may be amended by a majority vote of the full membership of the Council at the annual meeting or any regular meeting. Any proposed amendment to the Bylaws shall be submitted to the membership at least ten (10) days prior to such meeting.~~

**ARTICLE XIII STATUTE**

~~SECTION 1: Regional Planning Enabling Act (Act 281 of Michigan Public Acts of 1945, as amended), is incorporated in and is hereby a part of these Bylaws.~~