



Southcentral Michigan Planning Council

300 South Westnedge Avenue · Kalamazoo, Michigan 49007

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

Board Meeting Agenda

MEETING DATE: Tuesday, September 6, 2016
MEETING TIME: 11:30 am
MEETING LOCATION: Calhoun County Administration Building
315 W Green St, Marshall, MI 49068

1. **Call to Order**
2. **Members Excused**
3. **Action: Approval of the Agenda**
4. **Action: Approval of the Minutes**
5. **Citizen Comments**
6. **Financial Report**
 - a. Provided in Packet
 - b. FY 2017 Budget
 - c. 11 Web Invoice
7. **Transportation/KATS Items**
 - a. Monthly Report Presented at the meeting
 - b. **Action:** Q3 Billing
 - i. Asset Management - \$4,286.74
 - ii. Rural Task Force - \$4,116.90
 - iii. Regional Transportation - \$9,215.40
8. **Discussion: Regional Prosperity Initiative**
 - a. Update on Regional Prosperity Meetings
9. **Discussion: Update from the SMPC Sponsored Retirement Account Committee**
 - a. Review of discussions and actions to date
10. **Discussion/Action: Kalamazoo River Water Trail**
 - a. Update on project
11. **Discussion: Competition with For-Profit Firms**
 - a. Discuss the prepared policy related competing with for-profit firms
12. **Discussion: Meeting Schedule**
 - a. Review and discuss Public Notice for FY 2017
13. **Staff Report/Other:**
 - a. Lockport Township
 - b. Ross Township
14. **Board Member Comments**
15. **Action: Adjournment**

Next Meeting: October 4, 2016
W.E. Upjohn Institute
300 South Westnedge Ave, Kalamazoo, MI 49007



Southcentral Michigan Planning Council

300 South Westnedge Avenue · Kalamazoo, Michigan 49007

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

Board Meeting Minutes

MEETING DATE: Wednesday, August 3, 2016
MEETING TIME: 11:30 am
MEETING LOCATION: St. Joseph County Administration Building
125 W Main St, Centreville, MI 49032

1. Call to Order

- a. The meeting was called to order at 11:38 am.

2. Members Excused

- a. Members present: Ault, K Baker, R Baker, Carahaly, Hazelbaker, McGraw, Reid, and Seyburn.
- b. Seyburn made a motion to excused Dunn and Kale.
 - i. Hazelbaker seconded the motion.
 - ii. **The motion carried.**

3. Action: Approval of the Agenda

- a. Staff made one addition to item 12 – liability insurance.
- b. Reid made a motion to approve the agenda as amended.
 - i. R Baker seconded the motion.
 - ii. **The motion carried.**

4. Action: Approval of the Minutes

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

5. Citizen Comments

- a. None made.

6. Treasurer's Report

- a. Staff led the board through the monthly statement. The board had a few questions about how spending to-date compared to the budget. Staff noted that while some categories were far from their budgeted amounts, on the whole, the budget was well balanced. Staff will present the initial draft of the FY 2017 at the September meeting.

7. Transportation/KATS Items

- a. Two members of the KATS staff presented a report of their activities for the months of June and July. A couple of board members had questions about their activities that were answered simply and quickly.
- b. Annual Work Program
 - i. KATS and SMPC staff presented the FY 2017 Work Program for Region 3. Staff walked the board through the document and the differences from the FY 2016 Work Program. The board had a few questions about the work program. After a brief discussion, the board felt that the document was satisfactory.
 - ii. *Reid made a motion to approve the FY 2017 Work Program for Region 3.*
 1. McGraw seconded the motion.
 2. **The motion carried.**

8. Discussion: Regional Prosperity Initiative

- a. Staff gave an update on the progress of the Regional Prosperity Initiative. Staff specifically noted that the Upjohn Institute was recommended for funding through the RPI to conduct a regional labor force

analysis. The board also continued discussions from the previous meeting about coordinating services with the Southwest Michigan Planning Commission (SWMPC).

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

- a. Staff gave an overview of activities conducted to resolve the outstanding retirement account issue.
- b. The board instructed staff to continue to work to resolve the issue through the retained attorneys or through other local service providers.
- c. Several members of the board voiced their interest in resolving this issue quickly so the organization can move forward.

10. Discussion/Action: Kalamazoo River Water Trail

- a. Staff noted that the grant application to the Kalamazoo River Recreation Foundation was mostly complete except for letters of support. Once the letters of support are assembled, the team will submit the application. The team working on the application is: Lee Adams, Jamie McCarthy of the Kalamazoo River Watershed Council, and Brian Huggett of the Potawatomi Resource and Development Council (PRDC). The Kalamazoo River Watershed Council will serve as the fiduciary on the application with SMPC and PRDC serving as contractual staff.
- b. Staff presented a resolution of support to the board. The board made a few editions. The board unanimously expressed support for the project.
 - i. *Reid made a motion to approve the amended water trail resolution.*
 1. Ault seconded the motion.
 2. **The motion carried.**

11. Competition with For-Profit Firms

- a. This topic was tabled at the last meeting pending research by staff. Staff presented a few items relevant to the discussion, those included: the SMPC enabling legislation, outlines of policies adopted by other regional planning agencies in Michigan, and editorial comments by directors of regional planning agencies in Michigan.
- b. The board discussed the items provide by staff but could not come to complete agreement. Several board members wanted to take a cautious position when potentially competing with for-profit firms; meanwhile, other board members wanted SMPC to help local governments save money by offering services more broadly.
- c. The board agreed that the best way to move forward is for Staff and Chair Baker to draft a policy for the board to review and take action on. This policy draft will be presented at the September meeting.

12. Staff Report/Other:

- a. Lockport Township
 - i. Staff noted that Lockport Township is interested in utilizing SMPC services for a master plan update. Staff will draw up a contract for board approval at the September meeting.
- b. Ross Township
 - i. Through Carahaly, staff met with officials from Ross Township (Kalamazoo County) to determine if SMPC could help them with planning, economic development, and recreation needs. Staff is working on providing the Township with a proposal to coordinate services. If the Township is interested in moving forward, staff will draw up a contract.
- c. Liability Insurance
 - i. SMPC board liability insurance through the Michigan Participating Plan administered by Burnham and Flower expires at the end of August. Therefore, the board needed to approve the policy for the upcoming year. Staff presented the proposed policy and terms to the board. The price increased modestly so the board felt there was no reason to explore other options.
 - ii. Reid noted that he is a board member of the Michigan Participating Plan so he would abstain from any vote related to their proposal.
 - iii. *Seyburn made a motion to approve the liability insurance policy proposal.*
 1. Carahaly seconded the motion.
 2. Reid abstained.
 3. **The motion carried.**

13. Board Member Comments

- a. A few members made brief comments about the results of the primary elections.

14. Action: Adjournment

- a. The meeting was adjourned at 1:18 PM

Next Meeting: September 6, 2016

W.E. Upjohn Institute for Employment Research

Projects 34050, 34051, 34052, 34053
 SouthCentral Michigan Planning Council
 FY16 10/1/15 - 9/30/16
 Project Director: Dr. Randall Eberts (Lee Adams)

JULY 2016	34050 Fiscal YTD 2016	34050 SMPC General Budget	34051 Fiscal YTD 2016	34051 SMPC RPI Budget	34052 Fiscal YTD 2016	34052 SMPC Plan Budget	34053 Fiscal YTD 2016	34053 SMPC Transp Budget	Total FY 2016 To Date	Total SMPC Budget
Wages	9,598.14		12,365.00		8,255.17		2,758.48		32,976.79	
Fringe	3,742.44		4,943.11		3,502.10		1,088.09		13,275.74	
	-		-		-		-		-	
Wages & Fringe	13,340.58	25,000.00	17,308.11	25,000.00	11,757.27	10,000.00	3,846.57	3,500.00	46,252.53	63,500.00
<i>Incumbrances</i>									-	
Training	-	1,250.00	-	-	-	-	-	-	-	1,250.00
MI Assoc of Region Dues	960.00	960.00	-	-	-	-	-	-	960.00	960.00
Computer Charges	-	-	-	-	-	-	-	-	-	-
SMPC Liability Insurance	-	2,100.00	-	-	-	-	-	-	-	2,100.00
Consulting - KATS	-	-	-	-	2,708.63	5,000.00	30,923.31	101,000.00	33,631.94	106,000.00
Consulting - Legal Fees	1,000.00	-	-	-	-	-	-	-	1,000.00	-
Copies/Duplicating	2.32	25.00	-	100.00	-	100.00	-	25.00	2.32	250.00
Postage	5.72	15.00	1.20	-	1.20	-	-	-	8.12	15.00
Supplies - Office	-	100.00	-	-	-	-	-	-	-	100.00
Telephone	6.84	25.00	8.60	50.00	3.14	50.00	0.10	25.00	18.68	150.00
Software - License/Supplie	-	250.00	-	-	-	-	-	-	-	250.00
Web Site Hosting	46.70	-	-	-	-	-	-	-	46.70	-
Travel Reimbursement	-	-	-	-	-	-	-	-	-	-
Travel	1,463.87	1,500.00	603.69	750.00	760.08	250.00	68.85	200.00	2,896.49	2,700.00
Other Expense	3,485.45	6,225.00	613.49	900.00	3,473.05	5,400.00	30,992.26	101,250.00	38,564.25	113,775.00
Total Expense	16,826.03	31,225.00	17,921.60	25,900.00	15,230.32	15,400.00	34,838.83	104,750.00	84,816.78	177,275.00
Billings 34050 or 34051	16,500.00		20,518.88						37,018.88	-
Homer 24020 34052	-		-		5,000.00		-		5,000.00	
Penn 24021 34052	-		-		6,000.00		-		6,000.00	
St Joe 24022 34052	-		-		2,120.00		-		2,120.00	
Trans Z6 34053	-		-		-		13,465.74		13,465.74	
Trans Z7 34053	-		-		-		8,192.57		8,192.57	
Trans Z8 34053	-		-		-		9,265.00		9,265.00	
Trans Other 34053	-		-		-		3,846.57		3,846.57	
Total Billings	16,500.00	16,500.00	20,518.88	35,900.00	13,120.00	20,000.00	34,769.88	106,000.00	84,908.76	178,400.00
Expense	16,826.03	31,225.00	17,921.60	25,900.00	15,230.32	15,400.00	34,838.83	104,750.00	84,816.78	177,275.00
Net Income(Expense)	(326.03)	(14,725.00)	2,597.28	10,000.00	(2,110.32)	4,600.00	(68.95)	1,250.00	91.98	1,125.00
Billings	16,500.00	16,500.00	20,518.88	35,900.00	13,120.00	20,000.00	34,769.88	106,000.00	84,908.76	178,400.00
Receivables	9,000.00	16,500.00	-	35,900.00	6,160.00	20,000.00	30,923.31	106,000.00	46,083.31	178,400.00
Acct.Rec.Balance	7,500.00	-	20,518.88	-	6,960.00	-	3,846.57	-	38,825.45	-

	Fiscal YTD Staff Hours	Fiscal YTD Staff Hours	Fiscal YTD Staff Hours	Fiscal YTD Staff Hours	Total Staff Hours Fiscal YTD
Lee Adams	251.00	314.50	203.50	75.00	844.00
Bommersbach	-	-	7.50	-	7.50
Hudson	17.50	-	14.00	3.00	34.50
Edgerly	-	6.00	-	-	6.00
Molhoek	-	-	2.50	-	2.50
Total Hours	268.50	320.50	227.50	78.00	894.50

FY 2017 Budget

	34050 <i>SMPC General Budget</i>	34051 <i>RPI Budget</i>	34052 <i>Planning Serv Budget</i>	34053 <i>Transportation Budget</i>	Total <i>SMPC Budget</i>
Revenue					-
Contractual Services	-	30,000.00	25,000.00	93,200.00	148,200.00
Dues	16,500.00	-	-	-	16,500.00
<i>Total Billings</i>	16,500.00	30,000.00	25,000.00	93,200.00	164,700.00

Expenses					
<i>Wages & Fringe</i>	15,000.00	25,000.00	15,000.00	5,000.00	60,000.00
<i>Incumbrances</i>					
Training	1,000.00	-	1,000.00	-	2,000.00
MI Assoc of Region Dues	960.00	-	-	-	960.00
Computer Charges	-	-	-	-	-
SMPC Liability Insurance	2,100.00	-	-	-	2,100.00
Consulting - KATS	-	-	5,000.00	87,950.00	92,950.00
Consulting - Legal Fees	5,000.00	-	-	-	5,000.00
Copies/Duplicating	25.00	100.00	100.00	25.00	250.00
Postage	15.00	-	-	-	15.00
Supplies - Office	50.00	-	-	-	50.00
Telephone	10.00	50.00	10.00	25.00	95.00
Software - License/Suppli	-	-	-	-	-
Web Site Hosting	-	-	-	-	-
Travel Reimbursement	-	-	-	-	-
Travel/Meeting	1,500.00	750.00	1,000.00	200.00	3,450.00
<i>Other Expense</i>	10,660.00	900.00	7,110.00	88,200.00	106,870.00
Total Expense	25,660.00	25,900.00	22,110.00	93,200.00	166,870.00

Expense	25,660.00	25,900.00	22,110.00	93,200.00	166,870.00
Revenue	16,500.00	30,000.00	25,000.00	93,200.00	164,700.00
Net Income(Expense)	(9,160.00)	4,100.00	2,890.00	-	(2,170.00)



11Web
#130
30 E Columbia Ave STE F-1
Battle Creek, MI 49015
(269)4251145
hello@11web.com
www.11web.com

BILL TO

Southcentral Michigan Planning
Council
201 W Kalamazoo Ave
Kalamazoo, MI 49007

INVOICE 628

DATE 08/29/2016 **TERMS** Net 30

DUE DATE 09/28/2016

ACTIVITY	QTY	RATE	AMOUNT
11Web Hosting: Standard package October 2016 - September 2017	12	19.00	228.00

TOTAL DUE **\$228.00**

Kalamazoo Area Transportation Study (KATS)
Southcentral Michigan Planning Council (SMPC)
Progress Report: April 2016-June 2016

3101 Program Management

- ❖ Prepared for and attended SMPC Council Meetings
- ❖ Prepared second quarter billing and progress reports
- ❖ Began development of the FY 2017 Regional Transportation Planning Work Program

3102 Technical Assistance to MDOT (MTF)

- ❖ Work with MDOT on the FY 2017-2020 STIP

3103 Technical Assistance to Member Agencies

- ❖ Administrative changes to Branch County 2016 Programming
- ❖ Work on federal funding spreadsheet for local agencies
- ❖ Prepared and submitted project packages for FY 2018-2020 Call for Projects (Albion, Coldwater, Quincy, Hastings, Marshall, Sturgis, Three Rivers)

3104 Management of Rural Task Force Process and Small Urban Program Process

- ❖ Prepared for and attended Coldwater-Quincy Small Urban Program Meeting
- ❖ Prepared for and attended Sturgis and Three Rivers Small Urban Program Meeting
- ❖ Prepared for and attended Albion and Marshall Small Urban Program Meeting
- ❖ Prepared for and attended Hastings Small Urban Program Meeting
- ❖ Updates to the Region 3 Rural Task Force Program Spreadsheet

3105 Public Involvement and Consultation Process for Non-Metropolitan Areas

- ❖ SMPC Website Updates
- ❖ Public Notices for the Small Urban Program

3106 Public Involvement for Air Quality Conformity

- ❖ No work was completed in this work element

3107 Access Management

- ❖ No work completed in this work element

3108 Byway Program

- ❖ No work was completed in this work element

3109 Non-Motorized Mapping and Investment Plan

- ❖ Prepared for and attended Bicycle Facilities Meeting

3110 Rural Safety Planning

- ❖ Prepared for and attended meeting on the Regional Safety Study

3111 Asset Management

- ❖ Scheduled 2016 Road Ratings
- ❖ 2016 Road Ratings for Branch County
- ❖ Road Soft updates and data Migration

Kalamazoo Area Transportation Study
5220 Lovers Lane, Suite 110
Portage, MI 49002



Bill To
Southcentral MI Planning Council 300 South Westnedge Avenue Kalamazoo MI 49007

Invoice

Date 6/30/2016
Invoice # SMPC16-9

Description	Amount
Contract No. 2015-0002/Z8; MTF Asset Management Funds; State (APR-JUN 2016)--Indirect Cost Rate 24.70%	4,286.74
Total	\$4,286.74

Kalamazoo Area Transportation Study
5220 Lovers Lane, Suite 110
Portage, MI 49002



Bill To
Southcentral MI Planning Council 300 South Westnedge Avenue Kalamazoo MI 49007

Invoice

Date 6/30/2016

Invoice #

SMCP16-7

Description	Amount
APR-JUN 16; Contract 2015-0020/Z6 MTF Rural Task Force Funds; --Indirect Cost Rate 24.70%	4,116.90
Total	\$4,116.90

Kalamazoo Area Transportation Study
5220 Lovers Lane, Suite 110
Portage, MI 49002



Bill To
Southcentral MI Planning Council 300 South Westnedge Avenue Kalamazoo MI 49007

Invoice

Date 6/30/2016
Invoice # SMPC16-8

Description	Amount
APR-JUN 16 Contract No. 2015-0020/Z6; MTF Regional Transportation Planning Work Program Funds; --Indirect Cost Rate 24.70%	9,215.40
Total	\$9,215.40

Kalamazoo Area Transportation Study
Southcentral Michigal Planning Council
October 2015-June 2016

		Salary	Fringe	Indirect	Other	Total MTF	Total MTF	(Asset) Total MTF	Grand Total	
RTPP	YTD	\$30,057.11	\$5,570.27	\$8,798.55	\$4,116.43	\$17,407.97	\$17,582.64	\$13,551.74	\$48,542.35	
	Budget	\$55,647.00	\$24,512.50	\$18,340.50	\$7,500.00	\$34,000.01	\$19,000.00	\$52,999.99	\$106,000.00	
	Remaining	\$25,589.89	\$18,942.23	\$9,541.95	\$3,383.57	\$16,592.04	\$1,417.36	\$39,448.25	\$57,457.65	
3101 Program Management	Expended	\$2,314.77	\$978.68	\$813.35	\$3,633.07	\$7,739.87		\$ 7,739.87		71.35%
	Budgeted	\$5,563.01	\$2,450.50	\$1,833.49	\$1,000.00	\$10,847.00		\$ 10,847.00		
	Remaining	\$3,248.24	\$1,471.82	\$1,020.14	-\$2,633.07	\$3,107.13		\$ 3,107.13		
3102 Technical Assistance to MDOT	Expended	\$1,804.64	\$219.14	\$499.79		\$2,523.57		\$ 2,523.57		42.06%
	Budgeted	\$3,389.67	\$1,493.15	\$1,117.19		\$6,000.01		\$ 6,000.01		
	Remaining	\$1,585.04	\$1,274.01	\$617.40		\$3,476.44		\$ 3,476.44		
3103 Technical Assistance to Member Agencies	Expended	\$2,311.82	\$429.84	\$677.08		\$3,418.73		\$ 3,418.73		29.57%
	Budgeted	\$6,530.75	\$2,876.80	\$2,152.45		\$11,560.00		\$ 11,560.00		
	Remaining	\$4,218.94	\$2,446.96	\$1,475.37		\$8,141.27		\$ 8,141.27		
3104 Rural Task Force Small Urban	Expended	\$9,672.74	\$1,673.62	\$2,802.10	\$473.36		\$14,621.82	\$ 14,621.82		91.14%
	Budgeted	\$9,063.40	\$3,992.43	\$2,987.17			\$16,043.00	\$ 16,043.00		
	Remaining	-\$609.34	\$2,318.81	\$185.07	-\$473.36		\$1,421.18	\$ 1,421.18		
3105 Public Involvement for Nonmetropolitan Areas	Expended	\$1,782.06	\$191.40	\$487.37			\$2,460.82	\$ 2,460.82		98.67%
	Budgeted	\$1,408.97	\$620.65	\$464.38			\$2,494.00	\$ 2,494.00		
	Remaining	-\$373.09	\$429.25	-\$22.99			\$33.18	\$ 33.18		
3106 Public Involvement for Air Quality Conformity	Expended	\$276.52	\$124.45	\$99.02			\$499.99	\$ 499.99		107.99%
	Budgeted	\$261.57	\$115.22	\$86.21			\$463.00	\$ 463.00		
	Remaining	-\$14.95	-\$9.23	-\$12.81			-\$36.99	\$ (36.99)		
3107 Access Management	Expended									
	Budgeted	\$285.86	\$125.92	\$94.22		\$506.00		\$ 506.00		
	Remaining	\$285.86	\$125.92	\$94.22		\$506.00		\$ 506.00		
3108 Byway Program	Expended									
	Budgeted	\$1,103.90	\$486.27	\$363.83		\$1,954.00		\$ 1,954.00		
	Remaining	\$1,103.90	\$486.27	\$363.83		\$1,954.00		\$ 1,954.00		
3109 Non-Motorized Mapping Investment Plan	Expended	\$999.04	\$396.93	\$344.75		\$1,740.72		\$ 1,740.72		109.76%
	Budgeted	\$896.00	\$394.69	\$295.31		\$1,586.00		\$ 1,586.00		
	Remaining	-\$103.04	-\$2.24	-\$49.44		-\$154.72		\$ (154.72)		
3110 Rural Safety Planning	Expended	\$1,140.24	\$451.70	\$393.15		\$1,985.08		\$ 1,985.08		128.32%
	Budgeted	\$873.97	\$384.98	\$288.05		\$1,547.00		\$ 1,547.00		
	Remaining	-\$266.27	-\$66.72	-\$105.10		-\$438.08		\$ (438.08)		
3111 Asset Management	Expended	\$9,755.30	\$1,104.50	\$2,681.94	\$10.00			\$13,551.74	\$ 13,551.74	25.57%
	Budgeted	\$26,269.90	\$11,571.89	\$8,658.20	\$6,500.00			\$52,999.99	\$ 52,999.99	
	Remaining	\$16,514.60	\$10,467.39	\$5,976.26	\$6,490.00			\$39,448.25	\$ 39,448.25	



Southcentral Michigan Planning Council

300 South Westnedge Avenue · Kalamazoo, Michigan 49007

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Competition Policy

This document will serve as the guide for staff when determining how and when to provide contractual service to local units of government.

First and foremost, the Southcentral Michigan Planning Council (SMPC) does not wish to violate the letter or spirit of its enabling legislation, the Regional Planning Act (PA 281 of 1945). The Regional Planning Act states that regional planning councils are able to conduct various work on behalf of local units of government as long as that work is not available through a for-profit firm at a competitive cost. Many smaller local units of government are not able to afford planning services offered by for-profit firms. Additionally, local units of government may require non-traditional services not offered by for-profit firms. Therefore, SMPC has, and will continue, to offer its members various services as well as serve a coordination function for projects where for-profit firms are available.

To ensure that SMPC does not compete with for-profit firms, SMPC will require a competition statement as part of each contract for service. The statement will ensure that a for-profit firm was not able to perform the needed work at a competitive rate. If a for-profit firm is willing and able to conduct the needed services for a local unit of government at a competitive cost, SMPC will offer its assistance, when able.



Southcentral Michigan Planning Council

300 South Westnedge Avenue · Kalamazoo, Michigan 49007

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

PUBLIC NOTICE

OF

THE SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

The Southcentral Michigan Planning Council (SMPC) conducts regular meetings on the first Tuesday of every month at **11:30 am**. The SMPC Chair may elect to call additional meetings; notice of additional meetings will precede the meeting by at least seven days.

SMPC will meet on the following dates in Fiscal Year 2017:

October 4, 2016 - Kalamazoo
November 1, 2016 - Coldwater
December 6, 2016 – Centreville
~~January 3, 2017 – No Meeting~~
February 7, 2017 – Marshall
March 7, 2017 – Kalamazoo
April 4, 2017 – Coldwater

May 9, 2017 – Centreville
June 6, 2017 – Marshall
~~July 4, 2017 – No Meeting~~
August 1, 2017 – Kalamazoo
September 5, 2017 – Coldwater
October 3, 2017 – Centreville

Meeting Locations

Kalamazoo

W. E. Upjohn Institute Building
300 S Westnedge Ave, Kalamazoo, MI 49007

Coldwater

2nd floor Board Chambers – Coldwater Municipal Building
One Grand Street, Coldwater, MI 49036

Centreville

History Room - 3rd floor of the St Joseph County Courthouse
125 W Main Street, Centreville, MI 49032

Marshall

Lower Level Conference Room - Calhoun County Administration Building
315 W Green St, Marshall, MI 49068

Direct any questions or comments to Lee Adams at info@smpcregion3.org or 269-385-0409

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

THIS CONTRACT is made and entered into this ___ day of _____, 20___, between the Township of Lockport, 58982 Holtom Rd, Three Rivers, MI 49093 (hereinafter referred to as the “Township”), and The Southcentral Michigan Planning Council, 300 South Westnedge Avenue, Kalamazoo, MI 49007 (hereinafter referred to as the “SMPC”).

WHEREAS, the Township is required to review and update its Master Plan quinquennially (every five years); and

WHEREAS, the Township has not prepared a Master Plan since 2005; and

WHEREAS, the Township Board of Trustees and the Township Planning Commission have a desire to prepare a new plan; and

WHEREAS, the Township does not have the required staff to update its Master Plan without entering in a contract for services; and

WHEREAS, the Township did not find a qualified for-profit firms to conduct the work at a competitive cost; and

WHEREAS, SMPC has the expertise to assist the Township in updating the Township’s Master Plan.

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

SECTION I. SMPC DUTIES

SMPC agrees to perform the following duties:

1. As directed and approved by the Township Board and limited by this contract, provide an update to the Township Master Plan.
2. If the Township is unable, draft all public notices and affidavits for the Township’s use in meeting State Statutes for a Master Plan.
3. Attend, one meeting/public hearing of the Township Planning Commission to present the draft Master Plan and one meeting/public hearing of the Township Board to present the Master Plan for adoption. SMPC staff will not make further efforts, or conduct additional meetings, to receive public input without prior approval of the Planning Commission.

4. Maintain regular communications with the Planning Commission through the Lockport Township Planning and Zoning Chairperson.
5. Send the Planning and Zoning Chairperson Master Plan draft versions of the chapters and graphics/maps as they are prepared for review.
6. Prepare draft Master Plan, a compilation of draft chapters and graphics/maps reviewed by the Planning Commission, and present same to the Planning Commission at the public hearing identified above.
7. Submit invoices for duties performed as part of this contract in a timely manner. The compensation rate is detailed in Section III.
8. Provide an electronic copy of the adopted Master Plan document and associated mapping/graphics to the Planning Commission.

SECTION II: THE TOWNSHIP'S DUTIES

The Township agrees to perform the following duties:

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

SECTION III: COMPENSATION

SMPC shall be compensated for expenses associated with duties performed as part of this contract. Township will reimburse SMPC at a rate of \$66 per hour of work devoted to this project. Total compensation shall not exceed \$7,500.

SECTION IV: RECOMMENDATIONS

The recommendations expressed by SMPC staff as part of this contract are not legally binding and subject to the approval of the local governing body. Furthermore, all recommendations will coincide with current State of Michigan planning and zoning enabling legislation (PA 33 of 2008).

SECTION IV: GENERAL TERMS AND CONDITIONS APPLICABLE TO BOTH PARTIES

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

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

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

3. **DISPUTE RESOLUTION.** In the event a dispute arises between the Township and SMPC concerning the performance of this Contract, the parties agree to meet, and negotiate in good faith, in order to attempt to resolve the dispute. Said meeting shall take place within thirty (30) days after one party sends the other party written notice identifying the cause or reason for the dispute and requesting a meeting. The Township and SMPC agree that neither party will file any lawsuit for the purpose of resolving a dispute, or exercise its right to terminate the Contract, until sixty (60) days after the date on which the parties 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 TOWNSHIP THAT ARE IDENTIFIED IN THIS CONTRACT AS CONSTITUTING A MATERIAL BREACH OF THIS CONTRACT.**

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

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

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

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

TOWNSHIP:
Mark Major, Supervisor
58982 Holtom Rd
Three Rivers, MI
(269) 273-9092

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

8. **ENTIRE CONTRACT.** This Contract constitutes the entire Agreement between the Parties with respect to the subject matter identified in the Contract, and no modification or revision to the Contract shall have any force and effect unless it complies with the provisions of Paragraph 7, SECTION IV of this CONTRACT. The failure of any Party to insist on the strict performance of any condition, promise, agreement, or undertaking set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or undertaking at a future time.

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

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

11. GOVERNING LAW. This Contract shall be governed, and interpreted in accordance with, the laws of the State of Michigan. The parties agree that any action to enforce this Contract may be brought in any state or federal court that possesses subject matter jurisdiction and is located in, or whose district includes Barry, Branch, Calhoun, Kalamazoo and St. Joseph Counties, Michigan.

SIGNATURE SECTION

For: SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

By: _____
*Keith Baker

Date:

Its: Chairperson

For: TOWNSHIP OF LOCKPORT

By: _____
*Mark Major

Date:

Its: Supervisor

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

THIS CONTRACT is made and entered into this ___ day of _____, 20___, between the Township of Ross, 12086 M-89, Richland, MI 49083 (hereinafter referred to as the “Township”), and The Southcentral Michigan Planning Council, 300 South Westnedge Avenue, Kalamazoo, MI 49007 (hereinafter referred to as the “SMPC”).

WHEREAS, the Township is seeking qualified staff to serve the Township’s planning, economic development, and recreation coordination needs; and

WHEREAS, the Township has limited staff; and

WHEREAS, the Township Board of Trustees has, through a private donation, dedicated funds to contract with a qualified firm(s) to complete various planning activities; and

WHEREAS, the activities sought by the Township may include but are not limited to: land use planning, recreation planning, economic development planning, implementation of previous plans, and economic development coordination.

WHEREAS, SMPC has the staff and expertise to coordinate contractors or perform contract work on behalf of the Township; and

WHEREAS, SMPC is limited by its enabling statute in the work it can perform on behalf of local units of government; and

WHEREAS, SMPC will only conduct coordinating work unless a qualified and cost-effective firm is available.

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

SECTION I. SMPC DUTIES

SMPC agrees to perform the following duties:

1. As directed and approved by the Township Board and limited by this contract, provide ongoing coordinating and/or planning staffing to the Township.
2. With Township leadership, develop a detailed work plan and timeline for activities related to this project. Activities may include but are not limited to: land use planning, recreation planning, economic development planning, implementation of previous plans, economic development coordination, and other activities as outlined in the work plan.

3. Find and coordinate contractors to complete various elements of the work plan.
4. Complete work elements that for-profit firms were unable to perform or could only perform at an uncompetitive rate.
5. Maintain regular communication with Township leadership.
6. Issue invoices in a timely fashion.

SECTION II: THE TOWNSHIP'S DUTIES

The Township agrees to perform the following duties:

1. Assist SMPC with the creation of a work plan that will govern activities related to this project.
2. Authorize SMPC to release RFP's for activities related to the work plan on behalf of the Township.
3. Authorize SMPC or qualified and cost-effective firms to conduct activities related to the work plan.
4. Maintain regular communication with SMPC staff.
5. Review provided materials and provide comments to SMPC in a timely manner.
6. Provide SMPC with, or facilitate the acquisition of, information on an as-needed basis.
7. Reimburse SMPC and/or other contractors for duties performed as part of this contract in a timely manner. The compensation rate is detailed in Section III.

SECTION III: COMPENSATION

SMPC shall be compensated for expenses associated with duties performed as part of this contract. Township will reimburse SMPC at the hourly rate of each staff member who devotes time to this project. SMPC will outline and seek approval of hourly rates for each staff member before beginning work on each task in the work plan. The rates of other firms will be determined through a competitive bidding process.

SECTION IV: RECOMMENDATIONS

The recommendations expressed by SMPC staff as part of this contract are not legally binding and subject to the approval of the local governing body. Furthermore, all recommendations will coincide with current State of Michigan planning and zoning enabling legislation (PA 33 of 2008).

SECTION IV: GENERAL TERMS AND CONDITIONS APPLICABLE TO BOTH PARTIES

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

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

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

3. **DISPUTE RESOLUTION.** In the event a dispute arises between the Township and SMPC concerning the performance of this Contract, the parties agree to meet, and negotiate in good faith, in order to attempt to resolve the dispute. Said meeting shall take place within thirty (30) days after one party sends the other party written notice identifying the cause or reason for the dispute and requesting a meeting. The Township and SMPC agree that neither party will file any lawsuit for the purpose of resolving a dispute, or exercise its right to terminate the Contract, until sixty (60) days after the date on which the parties 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 TOWNSHIP THAT ARE IDENTIFIED IN THIS CONTRACT AS CONSTITUTING A MATERIAL BREACH OF THIS CONTRACT.**

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

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

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

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

TOWNSHIP:
Paul Dykstra, Supervisor
12086 M-89
Richland, MI 49083
(269) 731-4888

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

8. **ENTIRE CONTRACT.** This Contract constitutes the entire Agreement between the Parties with respect to the subject matter identified in the Contract, and no modification or revision to the Contract shall have any force and effect unless it complies with the provisions of Paragraph 7, SECTION IV of this CONTRACT. The failure of any Party to insist on the strict performance of any condition, promise, agreement, or undertaking set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or undertaking at a future time.

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

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

11. GOVERNING LAW. This Contract shall be governed, and interpreted in accordance with, the laws of the State of Michigan. The parties agree that any action to enforce this Contract may be brought in any state or federal court that possesses subject matter jurisdiction and is located in, or whose district includes Barry, Branch, Calhoun, Kalamazoo and St. Joseph Counties, Michigan.

SIGNATURE SECTION

For: SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

By: _____
*Keith Baker

Date:

Its: Chairperson

For: TOWNSHIP OF ROSS

By: _____
*Paul Dykstra

Date:

Its: Supervisor