

# Southcentral Michigan Planning Council

300 South Westnedge Avenue · Kalamazoo, Michigan 49007

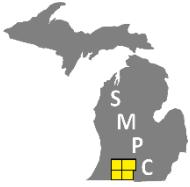
Phone: (269) 385-0409 · Fax: (269) 343-3308 · Email: info@smpcregion3.org

## Board Meeting Agenda

**MEETING DATE:** Tuesday, February 5, 2019  
**MEETING TIME:** 11:30 am  
**MEETING LOCATION:** History Room (3rd floor) – St. Joseph County Courthouse  
125 W Main Street  
Centreville, MI 49032

1. Call to Order
2. Member Present/Introductions
  - a. Introduction of new member(s)
3. Members Excused **[Action]**
4. Approval of the Agenda **[Action]**
5. Approval of the Minutes **[Action]**
6. Public Comments
7. Acceptance of the Financial Report **[Action]**
8. Transportation/KATS Items
  - a. Monthly report
  - b. Agreement extension through 2020
9. Southwest Michigan Prosperity Initiative Update
  - a. Update on Grant Application
  - b. 2019 Work Plan and Subcommittee Meetings
  - c. Regional Housing Plan
10. Staffing Plan
  - a. Review agreement for long-term staffing agreement with the W.E. Upjohn Institute
11. Local Government Assistance and Planning Activities
  - a. Update on the City of Parchment
  - b. Update on Florence Township
  - c. Update on Sherman Township
  - d. Contract with Kalamazoo Township for Planning Services
12. Staff Report/Other:
  - a. FOIA Request from Duke Dobbs
  - b. Michigan Association of Regions Annual Meeting Expenses
    - i. Request for funds for Carahaly and Adams to attend
  - c. Educational Workshop
    - i. Pick our topic for spring 2019
  - d. Monthly Correspondence
13. Board Member Comments
14. Action: Adjournment

**Next Meeting:** March 5 in Kalamazoo



# Southcentral Michigan Planning Council

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

## Board Meeting Minutes

**MEETING DATE:** Tuesday, December 4, 2018  
**MEETING TIME:** 11:30 am  
**MEETING LOCATION:** Lower Level Conference Room  
Calhoun County Administration Building  
315 West Green Street, Marshall, MI 49068

1. Call to Order
  - a. The meeting was called to order at 11:37 am.
2. Member Present/Introductions
  - a. Member present included:
    - i. Bomba
    - ii. Carahaly
    - iii. Farmer
    - iv. Frisbie
    - v. Hazelbaker
    - vi. Kale
    - vii. Reynolds
  - b. Others present:
    - i. Steve Stepek – KATS
    - ii. Fred Nagler – KATS
    - iii. Lee Adams - Staff
3. Members Excused
  - a. Frisbie made a motion to excuse Pangle and Woodin.
    - i. Reynolds seconded the motion.
    - ii. **The motion carried.**
  - b. McGraw as absent.
4. Approval of the Agenda
  - a. **The agenda was approved as presented by unanimous consent.**
5. Approval of the Minutes
  - a. **The minutes were approved as presented by unanimous consent.**
6. Public Comments
  - a. None made.
7. Acceptance of the Financial Report
  - a. Adams noted that the financial report did not reflect the end of FY 2018. Those numbers were not available as audited number from KATS were not available before the meeting. The financial report consisted of the first month of FY 2019.
  - b. Frisbie made a motion to accept the financial report.
    - i. Bomba seconded the motion.
    - ii. **The motion carried.**
8. Transportation/KATS Items
  - a. KATS staff gave an update on the Rural Task Force and Small Urban programs. KATS has worked with each of the counties in the region (includes Barry) to prioritize transportation projects. KATS staff is now organizing and planning for a region-wide Rural Task Force meeting.

- b. KATS staff also notified board of an opportunity to learn about the functions, duties, and organizational structure of KATS. Flyers with information about the learning sessions and open house were distributed.

9. Southwest Michigan Prosperity Initiative Update

- a. Adams outlined the 2019 Work Plan. The Committee plans to break the work into four areas of focus: economic development, workforce development and education, community development, and infrastructure. The economic development work will center on support the organizations in the region and utilizing the existing regional partnership organized by Southwest Michigan First. Workforce development and education will focus on internships and apprenticeships. Community development could take a number of routes but will most likely settle on housing. Infrastructure will focus on expanding and integrating asset management programs in the region (water and sewer in addition to roads).
- b. Adams and Carahaly led a discussion about the unknown nature of state funding. The budget passed earlier in the year contained an error which drastically reduced the amount allocated for the Regional Prosperity Initiative. A fix was promised many months ago and has yet to materialize. The group will look to develop a contingency plan in the event the funding is not restored to intended levels.

10. Staffing Plan

- a. Adams and Carahaly led a discussion around the long-term staffing needs of the region. The discussion was initiated because the Economic Development Administration wanted SMPC to have long-term plan in place when reviewing the SMPC application for District Organization status. Carahaly, Reynolds, and Adams will review the existing staffing agreement between SMPC and the Upjohn Institute and make edits to better reflect the desires of the EDA.

11. Local Government Assistance and Planning Activities

- a. Update on the City of Parchment
  - i. The contract for master planning services is in place and work will begin shortly.
- b. Update on Florence Township
  - i. The plan is almost complete. The Planning Commission should take action on the plan in the next couple of months.
- c. Update on Sherman Township
  - i. Adams is continuing to draft chapters for the master plan. The plan is slightly behind schedule but will wrap up in about six months.
- d. Contract with Kalamazoo Township for Planning Services
  - i. The contract is set to expire at the end of the year. The board all agreed that this is a valuable service that SMPC should provide as long as SMPC is not competing with for-profit firms.
    - 1) Frisbie made a motion to approve a contract with similar language to the contract in place with an increase in billable rate subject to approval from the Officers of SMPC.
      - a) The motion was seconded by Reynolds.
      - b) The motion carried.**
- e. Regional Housing Plan
  - i. Adams noted that he is still trying to gather data for the plan. He requested Multiple Listings Service data from the Greater Kalamazoo Association of Realtors. Adams ask if anyone of the board had relationships with their local realtors.
  - ii. Adams also mentioned a grant opportunity for a modular home demonstration project. The board discussed the details.

12. Staff Report/Other:

- a. Educational Workshop
  - i. The board discussed the marijuana workshop held by SMPC the previous week. The workshop was very well-attended and well-received. The board discussed at length.
- b. Professional Memberships
  - i. This item was tabled.
- c. Monthly Correspondence
  - i. This item was informational only.

13. Board Member Comments

- a. Frisbie mentioned that the Community Action Agency of South Central Michigan will take on Kalamazoo County. It is looking for representatives from Kalamazoo County to serve on its board.
- b. Kale had a question about how to find demographic data to understand if Homer qualifies for certain funding opportunities.
- c. Hazelbaker noted that Branch County is about build a new jail. He also mentioned that one of the County Commissioners had a medical emergency and leave the County with only four Commissioners.
- d. Bomba highlighted some the recent upgrades to the Calhoun County facilities.
- e. Reynolds presented some research he conducted into the financial health of the local units of government in the region. He noted that many units of government (close to one third) had material findings in their most recent audit. He wanted to bring this to the attention of the board so that we might be able to offer a workshop or guidance to those units of government who may need some education. The board discussed at great length.
- f. Farmer announced that this meeting would be her last. She has too many conflicts to attend the meetings consistently, so she decided to resign.

14. Action: Adjournment

- a. Kale made a motion to adjourn at 1:24.

**Next Meeting:** *February 5 in Centreville*

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

Projects 34050, 34051, 34052, 34053, 34054, 34055

Southcentral Michigan Planning Council

FY19 10/1/18-9/30/19

Director: Lee Adams

FY19 Dec 2018	34050		34051		34052		34053		34054		34055		Total FY19 To Date	Total SMPC Budget
	Fiscal YTD 2019	SMPC General Budget	Fiscal YTD 2019	SMPC RPI Budget	Fiscal YTD 2019	SMPC Plan Budget	Fiscal YTD 2019	SMPC Transp Budget	Fiscal YTD 2019	SMPC Kzoo Budget	Fiscal YTD 2019	SMPC MEDC Budget		
Wages	2,674.79		3,033.80		3,454.11		168.63		7,540.00		-		16,871.33	
Fringe	1,256.24		1,452.89		2,030.85		80.71		-		-		4,820.69	
<b>Wages &amp; Fringe</b>	<b>3,931.03</b>	<b>10,365.00</b>	<b>4,486.69</b>	<b>24,100.00</b>	<b>5,484.96</b>	<b>18,500.00</b>	<b>249.34</b>	<b>5,000.00</b>	<b>7,540.00</b>	<b>33,100.00</b>	<b>-</b>	<b>-</b>	<b>21,692.02</b>	<b>91,065.00</b>
Training	-	1,000.00	-	-	-	1,250.00	-	-	-	500.00	-	-	-	2,750.00
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/NEMC	-	-	-	-	-	-	97,050.00	-	-	-	91.15	5,000.00	91.15	102,050.00
Consulting - Legal Fees	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Copies/Duplicating	1.60	75.00	-	100.00	-	100.00	-	25.00	-	-	-	-	1.60	300.00
Postage	-	50.00	-	-	-	75.00	-	-	-	-	-	-	-	125.00
Supplies - Office	-	50.00	-	-	-	100.00	-	-	-	-	-	-	-	150.00
Telephone	-	10.00	-	50.00	-	10.00	-	25.00	-	-	-	-	-	95.00
Software - License/Supplie	-	30.00	-	-	-	-	-	-	-	-	-	-	-	30.00
Web Site Hosting	420.00	360.00	-	-	-	-	-	-	-	-	-	-	420.00	360.00
Travel Reimbursement	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Travel	1,866.67	1,500.00	96.75	750.00	251.64	1,500.00	36.90	200.00	-	-	-	-	2,251.96	3,950.00
<b>Other Expense</b>	<b>3,248.27</b>	<b>6,135.00</b>	<b>96.75</b>	<b>900.00</b>	<b>251.64</b>	<b>3,035.00</b>	<b>36.90</b>	<b>97,300.00</b>	<b>-</b>	<b>500.00</b>	<b>91.15</b>	<b>5,000.00</b>	<b>3,724.71</b>	<b>112,870.00</b>
<b>Total Expense</b>	<b>7,179.30</b>	<b>16,500.00</b>	<b>4,583.44</b>	<b>25,000.00</b>	<b>5,736.60</b>	<b>21,535.00</b>	<b>286.24</b>	<b>102,300.00</b>	<b>7,540.00</b>	<b>33,600.00</b>	<b>91.15</b>	<b>5,000.00</b>	<b>25,416.73</b>	<b>203,935.00</b>
34050, 34051, 34054	16,500.00	16,500.00	5,045.12						7,540.00		-		29,085.12	
34050 Fund Xfer (legal)		-												
34055 - Albion											91.15		91.15	
34055 - MEDC														
Homer 24020 34052	-		-		-		-		-				-	
Florence 24020 34052	-		-		-		-		-				-	
Penn 24021 34052	-		-		-		-		-				-	
St Joe 24022 34052	-		-		-		-		-				-	
Fabius 34052	-		-		-		-		-				-	
Lockport 24027 34052	-		-		-		-		-				-	
Sherman 24030	-		-		2,640.00		-		-				2,640.00	
Ross 24028 34052	-		-		-		-		-				-	
MDOT Z1/Z5 34053	-		-		-		7,692.98		-				7,692.98	
MDOT Z2/Z4 34053	-		-		-		4,060.32		-				4,060.32	
MDOT Z3/Z6 34053	-		-		-		1,913.04		-				1,913.04	
Total Billings	16,500.00	16,500.00	5,045.12	25,000.00	2,640.00	20,000.00	13,666.34	102,300.00	7,540.00	33,600.00	91.15	20,000.00	45,482.61	217,400.00
Expense	7,179.30	16,500.00	4,583.44	25,000.00	5,736.60	21,535.00	286.24	102,300.00	7,540.00	33,600.00	91.15	5,000.00	25,416.73	203,935.00
<b>Net Income(Expense)</b>	<b>9,320.70</b>	<b>-</b>	<b>461.68</b>	<b>-</b>	<b>(3,096.60)</b>	<b>(1,535.00)</b>	<b>13,380.10</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>15,000.00</b>	<b>20,065.88</b>	<b>13,465.00</b>
Billings	16,500.00	16,500.00	5,045.12	25,000.00	2,640.00	21,535.00	13,666.34	102,300.00	7,540.00	33,600.00	91.15	20,000.00	45,482.61	217,400.00
Receipts	-	23,035.00	-	25,000.00	-	15,000.00	-	102,300.00	2,800.00	33,600.00	-	20,000.00	2,800.00	218,935.00
<b>Acct.Rec.Balance</b>	<b>16,500.00</b>	<b>(6,535.00)</b>	<b>5,045.12</b>	<b>-</b>	<b>2,640.00</b>	<b>6,535.00</b>	<b>13,666.34</b>	<b>-</b>	<b>4,740.00</b>	<b>-</b>	<b>91.15</b>	<b>-</b>	<b>42,682.61</b>	<b>(1,535.00)</b>

Lake Michigan Credit Union Balance: \$147,708.98

## SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

### KALAMAZOO AREA TRANSPORTATION STUDY

#### AGREEMENT

This Agreement is made and entered into this date of \_\_\_\_\_ by and between the SOUTHCENTRAL MICHIGAN PLANNING COUNCIL, hereinafter referred to as "SMPC," and the KALAMAZOO AREA TRANSPORTATION STUDY, hereinafter referred to as "KATS," for the purpose of fixing the rights and obligations of the parties in agreeing to participate in a cooperative regional transportation planning process.

#### RECITALS:

- A. For the purposes of the Michigan Department of Transportation, hereinafter referred to as "MDOT," Regional Transportation Work Program hereinafter referred to as "WORK PROGRAM," Region 3 consists of the Counties of Barry, Branch, Calhoun, Kalamazoo, and St. Joseph and is represented by SMPC.
- B. SMPC, as a state recognized regional planning organization, is tasked by the Michigan Department of Transportation (MDOT) to conduct regional transportation planning activities in Region 3.
- C. KATS has extensive transportation planning experience serving as the Metropolitan Planning Organization associated with the Kalamazoo Urbanized Area. SMPC will utilize KATS' expertise in transportation planning to fulfill the MDOT required transportation planning activities in Region 3 during MDOT fiscal years 2019 through 2020.
- D. KATS has administered the program during fiscal years 2014 through 2018, and continues to administer the program in fiscal year 2019.

Accordingly, the Southcentral Michigan Planning Council and the Kalamazoo Area Transportation Study agree to the following terms and conditions:

#### TERMS AND CONDITIONS:

1. Recitals: The recitals accurately reflect the intent and purpose of this Agreement and are made a part of it.
2. Description of Project:
  - a) KATS will administer and oversee the transportation planning activities required by MDOT in the WORK PROGRAM throughout the region.
  - b) SMPC will oversee and review work performed by KATS, and administer the program.
  - c) SMPC will reimburse KATS for their work using MDOT funding identified in the WORK PROGRAM.

- d) This Agreement will expire at the end of the 2020 Fiscal Year (September 30, 2020).
- e) Payments for work completed in the 2019 Fiscal Year ending September 30, 2019 and invoiced after that date shall be paid to close out the fiscal year.
- f) For each fiscal year, work will not begin until such time as the Southcentral Michigan Planning Council receives written approval of the WORK PROGRAM from the Michigan Department of Transportation.

3. Duties and Responsibilities of SMPC: The duties and responsibilities of SMPC include the following:

- a) Receive and approve or deny the WORK PROGRAM presented by KATS in a timely manner.
- b) Receive and approve or deny invoices submitted by KATS in a timely manner.
- c) Submit required reporting documentation and invoices to MDOT for work outlined in this Agreement in a timely manner.
- d) Receive and distribute funds from MDOT to KATS in accordance with this Agreement.
- e) Conduct a quarterly review of KATS activities and provide feedback on progress.
- f) Conduct minor program administration related to the WORK PROGRAM.

4. Duties and Responsibilities of KATS: The duties and responsibilities of KATS include the following:

- a) Prepare and submit a draft annual transportation planning WORK PROGRAM and budget to SMPC for review and approval no later than July 1 for each upcoming fiscal year.
- b) Conduct all activities in response to requests by SMPC, MDOT, local units of government, and local partners as related to the WORK PROGRAM.
- c) Proactively market the services offered by SMPC in the WORK PROGRAM to local units of government in the region.
- d) Submit progress reports and invoices for payment no less than quarterly to SMPC.
- e) Present reports on activities as needed at SMPC Board meetings.
- f) Prepare the Final Acceptance Report within eighty (80) days of the end of the MDOT Fiscal Year and submit to SMPC for review and submittal to MDOT.

5. Reimbursement:

- a) KATS will submit invoices and progress reports for work performed related to the WORK PROGRAM to SMPC.
- b) Total costs submitted by KATS each fiscal year will not exceed the approved SMPC project authorizations.
- c) SMPC will submit invoices and progress reports for work performed by KATS to MDOT.
- d) MDOT will reimburse SMPC who will in turn reimburse KATS.
- e) To expedite payment to KATS, two of the following SMPC agents will, under typical circumstances, approve invoices and payments within fifteen (15) days of receipt: The Chairperson, Secretary/Treasurer, SMPC Staff or Board Member of SMPC. A report of activities will be presented by SMPC Chairperson or Secretary/Treasurer as needed at SMPC board meetings.

f) SMPC will, under typical circumstances, submit payment to KATS within ten (10) days of receipt of MDOT reimbursement.

6. Opt-Out: SMPC reserves the right to opt-out of the agreement for the following reasons:

a) Performance

i. If KATS fails to perform the duties described above, SMPC has the option to terminate this contract.

1. SMPC staff and board members will conduct quarterly performance reviews.
2. SMPC will inform KATS of their performance standing.
3. Termination of this contract requires a resolution with two thirds (nine members) support of the SMPC board.

7. Binding Effect: The obligations of the parties under this Agreement 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, firm, corporation, or other entity which is not party to this Agreement.

8. Notices: Any notices that may be required under this Agreement shall be in writing and delivered personally, or via first-class mailed, postage fully prepaid and properly addressed to:

*KATS :*        *Randy Thompson, Chairperson*  
5220 Lovers Lane  
Suite 110  
Portage, MI 49001

*SMPC:*        *Vince Carahaly, Chairperson*  
300 South Westnedge Ave  
Kalamazoo, MI 49007

9. Indemnification: As both parties are quasi-governmental entities, each agrees to indemnify and hold each other harmless, including its elected officials, 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 other. For purposes of this paragraph, the Counties of Barry, Branch, Calhoun, Kalamazoo and St. Joseph, the Michigan Department of Transportation, Federal Transit Administration, and the Federal Highway Administration are considered included.

10. Compliance with Laws:

a) KATS shall be governed by the laws of the State of Michigan and compliant with all applicable Federal laws and regulations, as set forth in the Prime Contract.



- b) KATS certifies that it agrees to use the E-Verify system to verify that all persons it hires during the subcontract term are legally present and authorized to work in the United States.

11. Prime Agreement:

- a) KATS shall be governed by all the terms and conditions of the Prime Contract between MDOT and SMPC (Contract #2018-0020), including any amendments to the original Prime Contract.
- b) In the event of a conflict between the terms and conditions of the subcontract and those of the Prime Contract, the terms and conditions of the Prime Contract shall prevail.

12. Records: Records, including executed subcontracts, are to be maintained for (3) years from the date of final payment to KATS and all other pending matters are closed. The Department or its representative may inspect, copy, scan, or audit the Records at any reasonable time after giving reasonable notice.

13. Certification: KATS agrees that the costs reported to SMPC for this Contract will represent only those items that are properly chargeable in accordance with the Prime Contract. KATS also certifies that upon receipt, it will read the Prime Contract terms and will make itself aware of the applicable laws, regulations, and terms of the Prime Contract that apply to the reporting of costs incurred under the terms of the Prime Contract.

KALAMAZOO AREA TRANSPORTATION STUDY

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

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

Its: Chairperson

SOUTHCENTRAL MICHIGAN PLANNING COUNCIL

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

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

Its: Chairperson

## 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, 2017~~9~~ 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 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.
- E. Institute has performed administrative and support functions since October 1, 2014.
- F. Institute will continue to fulfill the administrative and support roles of SMPC through September 30, 201~~9~~22.

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, 201~~9~~22. 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 an annual strategic plan for SMPC activities to guide staffing and administrative resource provided ~~and program planning, as submitted by~~ Institute
- c) Approve annual SMPC budget and budget amendments submitted by Institute
- d) Monitor and approve monthly 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)c) \_\_\_\_\_~~ Respond to correspondence relating to SMPC
- ~~e)d) \_\_\_\_\_~~ Develop and maintain relationships with SMPC member counties, other local units of government, and related organizations, as appropriate
- ~~f)e) \_\_\_\_\_~~ Represent SMPC at Michigan Association of Regions, Michigan Department of Transportation, Regional Prosperity, and other meetings
- ~~g)f) \_\_\_\_\_~~ Administer SMPC agreements with the Kalamazoo Area Transportation Study
- ~~h)g) \_\_\_\_\_~~ Maintain the SMPC website
- ~~i)h) \_\_\_\_\_~~ Prepare a proposed annual budget for submission to SMPC board for approval
- ~~j)i) \_\_\_\_\_~~ Prepare proposed budget amendments, as needed, for submission to SMPC board for approval
- ~~k)j) \_\_\_\_\_~~ Prepare monthly SMPC activity and financial reports for SMPC board meetings
- ~~l)k) \_\_\_\_\_~~ Submit invoices and payments to outside entities, as needed and budgeted, on behalf of SMPC
- ~~m)l) \_\_\_\_\_~~ Receive and disburse SMPC funding from: (i) membership dues; (ii) grants; (iii) contractual agreements; (iv) reimbursements; and (v) other sources
- ~~n)m) \_\_\_\_\_~~ Complete and publish an annual audit of SMPC funds
- ~~o)n) \_\_\_\_\_~~ Supply meeting facilities for SMPC, as needed
- ~~p)o) \_\_\_\_\_~~ 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:  
  

<i>Institute:</i>	<i>Don Edgerly, Administrator</i> 300 South Westnedge Ave Kalamazoo, MI 49007
<i>SMPC:</i>	<del><i>Keith Baker</i></del> <i>Vince Carahaly, Chairperson</i> 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: \_\_\_\_\_

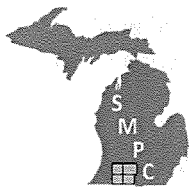
Its: Administrator

SOUTHCENTRAL MICHIGAN PLANNING  
COUNCIL

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

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

Its: Chairperson



## Southcentral Michigan Planning Council

300 South Westnedge Avenue · Kalamazoo, Michigan 49007

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

### **RESPONSE TO DUKE DOBBS FOIA REQUEST**

January 25, 2019

Mr. Duke Dobbs  
816 W. Buckingham Place #3  
Chicago, IL 60657

**Re: FOIA Request**

Dear Mr. Dobbs:

I am the Freedom of Information Act ("FOIA") Coordinator for the Southcentral Michigan Planning Council ("SMPC"). Per my letter to you dated January 16, 2019, your FOIA request dated January 11, 2019 was emailed to SMPC on Saturday, January 12, 2019. Under the FOIA statute, it is treated as received on Monday, January 14, 2019. My January 16 letter notified you that SMPC would take the 10 business day extension of time to respond to your request. This is that response.

Your request is as follows:

*Under the Michigan Freedom of Information Act §15.231 et seq., I am requesting an opportunity to inspect or obtain copies of public records that relate to the lawsuit and settlement with Rand Bowman.*

Your request is granted in part and denied in part. Initially, SMPC's file in this matter contains substantial information subject to the attorney-client privilege and thus exempt. MCL §15.243(1)(g). Second, the file is believed to include documents containing information of a personal nature whose disclosure would constitute a clearly unwarranted invasion of an individual's privacy. MCL §15.243(1)(a). There may also be documents exempt under the "frank communications" exemption. MCL §15.243(1)(m). None of such documents will be produced. Other documents in the file can be made available for your inspection, unless other exemptions are found to apply upon review of the voluminous file.

As permitted by FOIA, we will charge for the cost of responding to this request. Our good faith estimate of the total costs to be charged is at least \$888.00, consisting of 16 hours of my time to identify and review the documents and separate exempt from non-exempt material. Because SMPC has no employees, this work can only be done by a contractor, and I am the only logical person who can make this review and determine which documents or parts of documents are exempt. Pursuant to MCL §15.234, SMPC is limited to charging a contractor's time at 6 times the current state minimum hourly wage of \$9.25, so my time will be charged at \$55.50 per hour.

Not currently included in the good faith estimate of total costs to be charged are additional costs that are not possible to estimate due to the vagueness of your request. You request "an opportunity to inspect or obtain

copies." If you come to our office to inspect the documents, a charge to supervise your inspection of public documents will be added to the final charge. If you wish us to mail you the documents, the cost of copying and postage will be added to the final charge.

As permitted by FOIA, SMPC will require a good faith deposit of 50% of the estimated charge before beginning the process of reviewing, removing and redacting documents. Upon receipt from you of the deposit of \$444.00, we will proceed to complete that process. When you send us the deposit, please advise whether you will inspect the documents or have them mailed to you. That will permit us to calculate the final cost of this work, and we will require you to provide us a check for the final balance when you appear to review the documents or before we mail them to you. We estimate that the time to complete the review process (once the deposit is received) will be three weeks.

When you come to our office to inspect the documents, we will require documentation that the person who has made this request is the person performing the inspection.

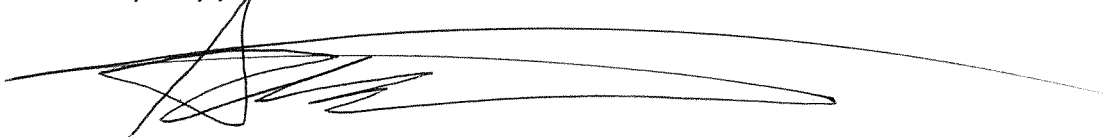
Please be advised that you have the right to do either of the following, insofar as you believe that some or all of your request has been denied:

1. You may submit to the SMPC's Board of Directors a written appeal from the denial of your FOIA request, specifically incorporating the word "appeal" and identifying your reason(s) for seeking the disclosure denial;
2. You may seek judicial review of the disclosure denial under Section 10 of FOIA, MCL §15.240.

You are also notified of the right to receive attorneys' fees and damages as provided in Section 10 of FOIA if, after judicial review, the circuit court determines that the District has not complied with Section 5 of FOIA, and orders disclosure of all or a portion of a public record.

For your information, SMPC's FOIA Policy is available on SMPC's website, [smpcregion3.org](http://smpcregion3.org).

Very truly yours,

A handwritten signature in black ink, appearing to be 'Lee Adams', written over a horizontal line.

Lee Adams  
SMPC Director  
FOIA Coordinator

CC: certified mail, email.

Enclosed: FOIA request from Duke Dobbs, responses from Lee Adams.

January 16, 2019

Duke Dobbs  
816 W Buckingham Place #3  
Chicago, IL 60657

Dear Duke Dobbs:

This notice is issued in response to your request received by the Southcentral Michigan Planning Council on January 11, 2019 for records and information under the Freedom of Information Act (FOIA), MCL 15.231 et seq. In order to determine the extent of responsive information, inquiry must be made within this office and relevant files must be searched and assembled. Therefore, it is necessary to extend the time for response as permitted by MCL 15.235(2)(d). A response will be mailed to you on or before January 30, 2019.

To expedite communications please provide a current email address and phone number.

Sincerely,

A handwritten signature in black ink, appearing to be 'Lee Adams', written over a horizontal line.

Lee Adams  
SMPC Director  
300 South Westnedge Ave  
Kalamazoo, MI 49008  
269-385-0409  
[info@smpcregion3.org](mailto:info@smpcregion3.org)

Enclosed: email communication dated January 11, 2019 and received January 13, 2019; response to email sent on January 14, 2019



## Lee Adams

---

**From:** Pavilion Township <pavtwp@aol.com>  
**Sent:** Wednesday, December 05, 2018 3:03 PM  
**To:** bradyclerk@comcast.net; clerk@wakeshmatownship.com; westm@portagemi.gov; Plan@kalamazoocity.org; cokCityClerk@kalamazoocity.org; Lee Adams; dmrach@kalcounty.com; jjohnshon@kcrc-roads.com; vmongreig@schtwp.org; Charclerk@chalestontownship.org; ctwpclerk@ctsmail.net; imjarn@kalcounty.com; clerk@comstockmi.gov; info@cmsenergy.com; jstart@katsmpo.org; mcbrides@kalamazoocity.org; scswa@ctsmail.com; pacrow@kalcounty.com; schultzk@kmetro.com; bakerj@kalamazoocity.org  
**Cc:** karsbr@aol.com; cemartell@ATT.net; jodistefforia@gmail.com  
**Subject:** Notification of Master Plan Posting

Municipal Officials:

As required, please be advised that Pavilion Township has posted an updated version of Master Plan on our website: [www.PavilionTownship.com](http://www.PavilionTownship.com), under the "Notices and Postings" tab. We would be happy to facilitate answers to any questions you may have, through our planning commission.

Regards:

John Speeter  
Pavilion Township Supervisor



# City of Coldwater

## Recreation Plan 2019-2024



# City of Coldwater

## Recreation Plan 2019-2024

### City Council

Thomas Kramer, *Mayor*  
Michael Beckwith  
Randall Hazelbaker  
Scott Houtz  
James Knaack

Travis Machan  
Francisco Ortiz  
John Petzko  
Chris Pierce

### Recreation Board

Pat Lewis  
John Parshall  
Fred Hobart

Mark Robison  
Rosemary Rial

### Staff

Keith Baker, *City Manager*  
Dean Walrack, *Planning Administrator*  
Sarah Fronczak, *Engineering Coordinator*

Julie Santure, *Community Enrichment Director*  
Dave Sattler, *Department of Municipal Services Director*



### Prepared by:

City of Coldwater  
Henry L. Brown Municipal Building  
One Grand Street  
Coldwater, Michigan 49036  
[www.coldwater.org](http://www.coldwater.org)

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# Introduction



## *About the Coldwater Recreation Plan*

The City of Coldwater has developed this Recreation Plan to serve as a guideline to improve recreation facilities and develop new recreational opportunities. To that end, this document forms the basis to guide policy for implementation of improvements and new initiatives that will meet the recreational goals and interests of the Coldwater community. The plan was guided by Coldwater’s Recreation Board and associated staff.

Before any Recreation Plan is adopted and enacted, it is important to understand what the needs of the residents are, what recreational opportunities already exist, and what sort of programs and projects are needed for residents based on age, ability, population, density, and the availability of recreational opportunities in neighboring communities. This plan has carefully considered input and suggestions via active communication from City residents, City officials, and other community stakeholders. This input is a critical component to this plan, and the voices of the Coldwater have united together to develop a Recreation Plan to enhance the quality of life for everyone.

The foundation for the development of the Coldwater Recreation Plan was based on the following goals:

- Involve the community in the process to develop a five-year Recreation Plan,
- Identify and map existing Coldwater recreational facilities,
- Build common ground among Coldwater stakeholders in addressing the future recreational needs and priorities of the City,
- Enable Coldwater to be eligible for financial assistance based upon the Recreation Plan,
- Facilitate interagency collaboration in establishing recreation goals, objectives, and actions,
- Continue to support and implement improvements for barrier-free, universal access to City parks, and
- Consistency with the City of Coldwater Master Plan.



Broadly speaking, Coldwater officials intend to use this plan to guide their work on all future recreational and parks projects within the City. It is also a strategic document that articulates specific goals to various agencies and organizations that fund local recreational and parks improvement projects. Specifically, this plan is developed in accordance with the guidelines for *Community Park, Recreation, Open Space, and Greenway Plans* published by the Michigan Department of Natural Resources (MDNR). A five-year, MDNR-approved Recreation Plan is necessary for Coldwater to pursue MDNR-administered grants. This Recreation Plan is written for the City of Coldwater. It covers all aspects of recreation within the community.



Aerial photography by JBA



**CITY of COLDWATER**  
**Henry L. Brown Municipal Building**  
One Grand Street  
Coldwater, Michigan 49036  
(517) 279-9501 [www.coldwater.org](http://www.coldwater.org)

December 10, 2018

Southcentral Michigan Planning Council  
Mr. Lee Adams, Director  
300 S. Westnedge Ave.  
Kalamazoo, MI 49007

Dear Southcentral Michigan Planning Council Members:

Please find attached a copy of the City of Coldwater 2019-2024 Recreation Plan.

The City of Coldwater 2019-2024 Recreation Plan builds upon the 2014-2019 Recreation Plan, as well as the 2017 City of Coldwater Master Plan. A survey was created and Public outreach was sought on July 10th at the City of Coldwater and CBPU sponsored Entertainment Under the Stars concert and July 18 at the Corner Farmer's Market. The survey was also available online at the City website from July 10<sup>th</sup> through September 21 with 393 respondents; a summary of the input gathered is appended to this plan.

The Coldwater Planning Commission approved of this Recreation Plan at the December 3, 2018 regular meeting in Resolution No. 18-56 and the City of Coldwater City Council approved of this Plan at their December 10, 2018 regular meeting in Resolution No. 18-57.

Respectfully submitted,

Dean Walrack  
Planning & Zoning Administrator  
City of Coldwater  
1 Grand Street  
Coldwater, MI 49036