

JUNE 13, 2007
DRAFT AGREEMENT ESTABLISHING THE
MANCHESTER COMMUNITY JOINT PLANNING COMMISSION

This Agreement establishing the Manchester Community Joint Planning Commission (the “Agreement”) is entered into by: the Village of Manchester, a Michigan municipal corporation, whose office is located at 912 City Road, Manchester Michigan 48158; Manchester Township, a Michigan municipal corporation, whose office is located at 275 S. Macomb, Manchester, Michigan 48158; Sharon Township, a Michigan municipal corporation, whose office is located at 18010 Pleasant Lake Road, Manchester, Michigan 48158, Freedom Township, a Michigan municipal corporation, whose office is located at 11508 Pleasant Lake Road, Manchester, Michigan 48158 and Bridgewater Township, a Michigan municipal corporation, whose office is located at 10990 Clinton Road, Clinton, Michigan 49236.

1. Purpose and Jurisdictional Area

The Village of Manchester, Manchester Township, Sharon Township, Freedom Township and Bridgewater Township find it in their long-term interests to cooperate on planning and zoning issues. A means of achieving this goal is to jointly plan for land use and may include the joint exercise of zoning powers. To these ends, all five participating entities enter into this Agreement to establish a joint planning commission pursuant to the legal authority granted by Michigan Public Act 226 of 2003, as amended (MCL 125.131, et seq.), as well as an ordinance enacted by the Village Council of the Village of Manchester on _____; an ordinance enacted by the Township Board of Manchester Township on _____; an ordinance enacted by the Township Board of Sharon Township on _____; an ordinance enacted by the Township Board of Freedom Township on _____; and an ordinance enacted by the Township Board of Bridgewater Township on _____. The joint planning commission established by this Agreement shall be referred to as the “Manchester Community Joint Planning Commission,” (hereinafter, the “Joint Planning Commission.”)

The jurisdictional area of the Joint Planning Commission shall comprise the corporate limits of the Village of Manchester and Manchester, Sharon, Freedom and Bridgewater Townships. All of these jurisdictions are within Washtenaw County, Michigan.

The participating municipalities agree that the Joint Planning Commission shall develop a comprehensive plan for its jurisdictional area consistent with the powers granted by the State and this Agreement. When completed, the comprehensive ~~land use~~ plan shall be presented to each of the participating municipalities for their review and approval. If the comprehensive plan is approved by all the participating municipalities, then the municipalities may direct the Joint Planning Commission to prepare a joint zoning ordinance for their consideration, consistent with statutes and this Agreement.

2. Composition of the Planning Commission

The Joint Planning Commission shall consist of ten (10) members.

3. Terms and Qualifications of Office

The Joint Planning Commission shall be comprised of ten (10) members as described in this section. Each participating municipality shall appoint two (2) members and two (2) alternate members

The initial members appointed by each participating municipality shall be appointed for staggered terms with one member appointed to a one-year term ending on December 31 of 2008 and one member appointed to a two-year term ending December 31, 2009. After the initial terms, all appointed members shall serve for terms of two years ending on December 31 of the applicable year.

All duly appointed members of the Joint Planning Commission shall reside within the jurisdictional area of the Joint Planning Commission as defined in this Agreement. All of the members appointed by each of the municipalities participating in this Agreement shall reside within the jurisdictional area of their appointing municipality.

At least one of the members, and that member's alternate, appointed by the Village of Manchester shall be a duly elected member of the Village of Manchester Village Council. At least one of the members, and that member's alternate, appointed by each of the townships participating in this Agreement shall be a duly elected member of the appointing Township's board. The members or alternate members described in this paragraph shall cease to be members of the Joint Planning Commission if they cease to be duly elected officials of the appointing municipalities.

Each member of the Joint Planning Commission will have one vote in all decisions requiring a vote of the Joint Planning Commission. If a member is not present, the alternate for that member will have one vote in all decisions requiring a vote of the Joint Planning Commission.

4. Operating Procedures

The business performed by the Joint Planning Commission shall be conducted at a public meeting of the Joint Planning Commission held in compliance with the Open Meetings Act, MI Public Act 267 of 1976, as amended (MCL 15.261, et seq.)

The Joint Planning Commission shall publish a schedule of meetings in the first month of each calendar year providing notice to the public of the times, dates and locations of each meeting planned for the next twelve (12) months. The Joint Planning Commission may also hold special meetings as needed following proper and lawful public notice.

Materials prepared for, or on behalf of the Joint Planning Commission in the performance of an official function are subject to the Freedom of Information Act, MI Public Act 442 of 1976, as amended (MCL 15.231, et seq.) The Joint Planning Commission, at its first meeting of every calendar year shall select a Chair, Vice-Chair, Treasurer and Secretary, who shall serve as such officers of the Joint Planning Commission for that calendar year. Each appointee selected to serve in these positions must represent a different participating municipality. In the event that any officer position is vacated for any reason, a replacement shall be appointed by the Joint Planning Commission at its next regularly scheduled meeting.

For the purposes of compliance with the Freedom of Information Act and Open Meetings Act, a coordinating entity, including FOIA Coordinator, shall be designated to comply with all State Statutes.

5. Removal from Office and Filling Vacancies

The office of a member becomes vacant when the incumbent dies, resigns, is convicted of a felony, is removed by the appointing municipality for cause, or ceases to be a resident of the appointing municipality's jurisdictional area. If a vacancy occurs, the vacancy shall be filled for the balance of the unexpired term by the participating entity that made the original appointment to the vacated position.

The Joint Planning Commission may request the removal of one of its members by submitting a written request to the appointing municipality.

A member of the Joint Planning Commission may be removed from office "for cause" by the appointing municipality following a hearing for cause. "Cause" shall include, but not be limited to, performance, conduct or behavior, whether by act or omission, which the entity appointing the member concludes materially adversely affects the orderly or efficient operation of the Joint Planning Commission.

Examples of performance, conduct or behaviors that constitute "cause" for purposes of this provision include:

- Material breach of this Agreement;
- Violation of established by-laws, rules, regulations and policies, whether written or oral;
- Attendance infractions as defined by the Commission; and/or
- Conviction of any felony or certain misdemeanors;

6. Operating Budget

The Joint Planning Commission shall be funded by the participating entities on an annual basis. The funds and financials of the Joint Planning Commission shall be managed as a separate account or fund under the auspices of the Village of Manchester.

The Joint Planning Commission shall approve payments for goods, services and per diem member fees drawn from an account jointly held by all of the municipalities participating in this Agreement. The Joint Planning Commission shall establish an annual budget, which requires the approval of all of the municipalities participating in this Agreement.

Each year, funding for the annual budget shall be equally divided among the Village of Manchester, Manchester Township, Sharon Township, Freedom Township and Bridgewater Township

7. Procedure for Joining the Joint Planning Commission

A city, village or township may petition to join the Joint Planning Commission pursuant to MI Public Act 226 of 2003, as amended (MCL 125.131, et seq.) by presenting a formal resolution stating the reasons for the request and committing to meeting the conditions set forth in this Agreement.

The Joint Planning Commission shall consider each petition to join and make a formal recommendation to the member municipalities. After receiving the Joint Planning Commission's recommendation, each participating municipality shall vote to accept or reject the petition to

join. If a majority of participating municipalities vote to accept the petition to join, then the Joint Planning Commission will develop and present recommendations concerning the revision of this Agreement to the participating municipalities. Upon the revision of this Agreement, the petitioning municipality shall pay a one-time fee, negotiated at the time of the request for joining. If a majority of participating municipalities vote to reject the petition to join, then the petition shall be rejected and no further action will be taken.

8. Procedure for Withdrawing from the Joint Planning Commission

A participating municipality shall have the right to withdraw from the Joint Planning Commission subject to the following requirements:

- Any and all obligations of the Joint Planning Commission, including the balance of any contractual fees, service contracts, legal and other costs, shall be settled prior to withdrawal;
- Provide for public notice and a public hearing by the appointing body on a proposal to withdraw from the Joint Planning Commission; and
- Pass an ordinance, which states the reasons for formal withdrawal from the Joint Planning Commission.

The withdrawal shall take effect when the above requirements have been satisfied. This agreement will remain in effect as long as there are at least two members. Prior to the dissolution of the Commission, the participating municipalities shall negotiate a fair and reasonable distribution of the assets and liabilities of the Commission upon dissolution.

Upon the withdrawal of any participating municipality from the Joint Planning Commission, the remaining entities shall develop and present to the remaining municipalities recommendations concerning the revision of this Agreement.

9. Powers and Duties

To the extent set forth in the municipal ordinances adopting this agreement, the powers and duties of a planning commission under each applicable Planning and Zoning Enabling Act are, with respect to the jurisdictional area of the Joint Planning Commission, hereby transferred by the participating entities to the Joint Planning Commission. In exercising such powers or performing such duties, the Joint Planning Commission shall follow the procedures of the Township Planning Act, Michigan Public Act 168 of 1959, as amended (MCL 125.321, et seq.) and the Michigan Zoning Enabling Act, Michigan Public Act 110 of 2006, as amended (MCL 125.3101, et seq.). Further, any comprehensive plan formally developed and adopted under the Township Planning Act by the Joint Planning Commission shall be subject to review and approval by the legislative bodies of the participating municipalities, and any Joint Zoning Ordinance formally developed under the Michigan Zoning Enabling Act by the Joint Planning Commission shall be subject to review and must be adopted by the legislative bodies of the participating municipalities.

10. Amendments

This Agreement may only be amended by written addendum approved and executed by the appropriate Township Boards and Village Council.

11. Effective Date

Provided that no proper petition calling for a public referendum is filed with the Village of Manchester, Manchester Township, Sharon Township, Freedom Township and Bridgewater Township, as provided by Section 9 of MI Public Act 226 of 2003 (MCL 125.139), this Agreement shall take effect upon the adoption and publication by each participating entity, respectively, of ordinances pursuant to the procedures outlined in Michigan Public Act 226 of 2003.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____, 2007.