

AGREEMENT ESTABLISHING THE FREMONT COMMUNITY JOINT PLANNING COMMISSION

This Agreement establishing the Fremont Community Joint Planning Commission (the "Agreement") is entered into by: the City of Fremont, a Michigan municipal corporation, whose office is located at 101 E. Main Street, Fremont, Michigan 49412; Dayton Township, a Michigan municipal corporation, whose office is located at Stone Road at 32nd Street, Fremont, Michigan 49412; Sheridan Charter Township, a Michigan municipal corporation, whose office is located at 6525 W. 64th Street, Fremont, Michigan 49412 and Sherman Township, a Michigan municipal corporation, whose office is located at 2410 S. Wisner Avenue, Fremont, Michigan 49412.

1. Purpose and Jurisdictional Area

The City of Fremont, Dayton Township, Sheridan Charter Township and Sherman 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 to jointly exercise zoning powers. As a result, all four 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 City Council of the City of Fremont on _____; an ordinance enacted by the Township Board of Dayton Township on _____; an ordinance enacted by the Township Board of Sheridan Charter Township on _____; and an ordinance enacted by the Township Board of Sherman Township on _____. The joint planning commission established by this Agreement shall be referred to as the "Fremont Community Joint Planning Commission," (hereinafter, the "Joint Planning Commission.")

(Question 8) The jurisdictional area of the Joint Planning Commission shall comprise the corporate limits of the City of Fremont and Dayton, Sheridan Charter and Sherman Townships all of Newaygo County, Michigan.

(Question 11) 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. (Question 12) 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

(Question 1B) The Joint Planning Commission shall consist of thirteen (13) members.

3. Terms and Qualifications of Office

The Joint Planning Commission shall be comprised of thirteen (13) members as described in this section. **(Question 1C & 3)** The Mayor of the City of Fremont shall appoint four (4) members with confirmation by the Fremont City Council. The Supervisor of Dayton Township shall appoint three (3) members with confirmation by that Township's Board. The Supervisor of Sheridan Charter Township shall appoint three (3) members with confirmation by that Township's Board. The Supervisor of Sherman Township shall appoint three (3) members with confirmation by that Township's Board.

(Question 4) The initial members appointed by the City of Fremont shall be appointed for staggered terms with one member appointed to a one-year term, one member appointed to a two-year term, and two members appointed to three-year terms. The initial members appointed by all of the townships participating in this Agreement shall be appointed for staggered terms with one member appointed to a one-year term, one member appointed to a two-year term, and one member appointed to a three-year term. After the initial terms, all appointed members shall serve for terms of three years ending on December 31 of the applicable year.

(Question 2) 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. If a member moves to a residence in a municipality within the jurisdictional area of the Joint Planning Commission but outside of the municipality from which that member was appointed, that member may complete the appointed term but would not be eligible for re-appointment.

At least one of the members appointed by the City of Fremont shall be a duly elected member of the Fremont City Council. At least one of the members appointed by each of the townships participating in this Agreement shall be a duly elected member of the appointing Township's board.

At least two (2) of the members appointed by each of the municipalities to the initial Joint Planning Commission shall have experience in land use planning and regulation. Further, all of the members appointed to the Joint Planning Commission shall commit to completing continuing education that involves planning and zoning issues each year.

Within the first twelve (12) months of being appointed to the Joint Planning Commission, each member shall attend at least eight (8) hours of education through seminars or continuing planning education that involves planning and zoning issues as approved in advance by the Commission chair. Thereafter, each member shall attend at least three (3) hours of seminars or continuing education per calendar year as approved in advance by the Commission Chair. The Joint Planning Commission shall pay for all such approved seminars and continuing planning education courses subject to the appropriation and availability of training funds. If a commissioner does not fulfill this requirement, such shall be deemed neglect of duty and the member subject to removal.

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. Members selected to be officers shall serve no more than two (2) consecutive one-year terms in any office.

5. Removal from Office and Filling Vacancies

(Question 5) 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 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;
- Conviction of any felony or certain misdemeanors; and/or
- Removal of residency from the Joint Planning Commission jurisdictional area.

(Question 6) The office of a member becomes vacant when the incumbent dies, resigns, is convicted of a felony or certain misdemeanors, is removed by the appointing municipality for cause, or ceases to be a resident of the Joint Planning Commission 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.

6. Operating Budget

(Question 7) 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 City of Fremont.

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 divided among the City of Fremont, Dayton Township, Sheridan Charter Township and Sherman Township based on the weighted average percentage of the taxable valuation of real property on the ad valorem tax roll plus the weighted average percentage of population as recalculated using the population data available from the most recent decennial census of the U.S. Census Bureau and the most recent real taxable value data available (see example below.)

Jurisdiction	Population	Taxable Value	Sum of Weights
Weight of Element	50%	50%	100%
City of Fremont	19.54%	19.95%	39.49%
Dayton Township	9.26%	9.54%	18.81%
Sheridan Charter Township	11.21%	11.60%	22.81%
Sherman Township	9.99%	8.90%	18.89%
Totals	50.00%	50.00%	100.00%

Each participating municipality's contribution shall equal the annual approved budget of the Joint Planning Commission multiplied by the sum of one-half of the percentage determined by dividing that municipality's taxable valuation of real property on its ad valorem tax roll by the total real taxable valuation for the jurisdictional area of the Joint Planning Commission plus one-half of the percentage determined by dividing that municipality's population by the total population recorded by the U.S. Census Bureau for the jurisdictional area of the Joint Planning Commission.

7. Procedure for Joining the Joint Planning Commission

(Question 9) 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

(Question 9) 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 Fremont Community 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. Upon the withdrawal of three (3) or more participating municipalities, this Agreement shall become null and void

and the Joint Planning Commission shall cease to function and shall have no further legal authority. 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 recommendations concerning the revision of this Agreement.

9. Powers and Duties

All the powers and duties of a planning commission under each applicable Planning Act are, with respect to the jurisdictional area of the Joint Planning Commission, hereby transferred by the participating entities to the Joint Planning Commission. **(Question 10)** 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 Master Land Use 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 City Council.

11. Effective Date

Provided that no proper petition calling for a public referendum is filed with the City of Fremont, Dayton Township, Sheridan Charter Township and Sherman 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 _____, 2006.