

# **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; 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, 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 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 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 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 the Townships of Manchester, Freedom and Bridgewater. All of these jurisdictions are within Washtenaw County, Michigan.

The participating municipalities agree that the Joint Planning Commission shall develop a ~~comprehensive~~ joint master plan for its jurisdictional area consistent with the powers granted by the State and this Agreement. When completed, the ~~comprehensive~~ joint master plan shall be presented to each of the participating municipalities for their review and approval. If the ~~comprehensive~~ joint master 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 nine (9) members.

## **3. Terms and Qualifications of Office**

The Joint Planning Commission shall be comprised of nine (9) members as described in this section. Each participating municipality shall elect two (2) members and two (2) alternate members by a majority vote of the members of the participating municipality’s legislative body elected and serving. The special ninth (9<sup>th</sup>) member shall be elected by a majority vote of the members of the legislative bodies elected and serving of a majority of the participating

municipalities (e.g., currently, the special member would need to receive a majority vote in at least three of the four participating municipalities). The special ninth (9<sup>th</sup>) member shall not have an alternate.

The initial members and alternate members elected by each participating municipality shall be elected for staggered terms as follows intended to provide for approximately one-third (1/3) of the Joint Planning Commission and alternate members being considered for election on an annual basis:

The Village of Manchester shall elect one member and one alternate member each to:  
a one (1) year term ending on December 31, 2010, and  
a two (2) year term ending on December 31, 2011.

Bridgewater Township shall elect one member and one alternate member each to:  
a two (2) year term ending on December 31, 2011, and  
a three (3) year term ending on December 31, 2012.

Freedom Township shall elect one member and one alternate member each to:  
a two (2) year term ending on December 31, 2011, and  
a three (3) year term ending on December 31, 2012.

Manchester Township shall elect one member and one alternate member each to:  
a one (1) year term ending on December 31, 2010, and  
a three (3) year term ending on December 31, 2012.

The special ninth (9<sup>th</sup>) member shall be elected to a one (1) year term ending on December 31, 2010.

After the initial terms, all elected members and alternate members shall serve for terms of three (3) years ending on December 31 of the applicable year. However, a member or alternate member shall hold office until his or her successor is elected unless he or she is no longer qualified under this agreement to fill that position or if their position becomes vacant pursuant to section 5 of this agreement.

~~All duly elected members and alternate members of the Joint Planning Commission shall be qualified electors of a participating municipality of Joint Planning Commission.~~ All of the members and alternate members elected by each of the municipalities participating in this Agreement shall also be qualified electors electing municipality with the exception of the special ninth (9<sup>th</sup>) member.

The participating municipalities when electing the non-ex officio members and alternate members to the Joint Planning Commission shall take into consideration the important segments of the entire Joint Planning Commission community, such as the economic, governmental, educational, and social development, in accordance with the major interests as they exist within the Joint Planning Commission geographical area, such as agriculture, natural resources, recreation, education, public health, government, transportation, industry, and commerce.

Neither the chief administrative official for a participating municipality, nor an elected officer of a participating municipality, nor any employee of a participating municipality may be a member or a member's alternate, except that pursuant to the authority granted by MCL 125.135(a) and

(b) to determine the composition and qualification of the members and alternate members, the participating municipalities of the Joint Planning Commission specifically agree that the chief elected official of each participating municipality may be elected by that municipality as an ex officio member.

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

#### **4. Operating Procedures**

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 physically absent, the alternate for that member, if present, will have one vote in all decisions requiring a vote of the Joint Planning Commission.

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 by resolution establish and then 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 shall hold not less than 4 regular meetings each year. 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 member selected to serve in these positions must represent a different participating municipality. An ex officio member cannot be selected as Chair. 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.

The Joint Planning Commission shall adopt bylaws for the transaction of business, and shall keep a public record of its resolutions, transactions, findings, and determinations.

The Joint Planning Commission shall make an annual written report to all the participating municipalities concerning its operations and the status of planning activities, including recommendations regarding actions by the participating municipalities related to planning and development.

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 or alternate becomes vacant when the incumbent dies, resigns, is convicted of a felony, is removed by the electing municipality "at will" by a majority vote of the members of the electing municipality's legislative body elected and serving (except for the special ninth (9<sup>th</sup>) member whose removal "at will" requires the majority vote of the members of at least two (2) of the participating municipalities' legislative bodies elected and serving , or ceases to be a qualified elector as required by this agreement. If a vacancy occurs, the vacancy shall be filled for the balance of the unexpired term by the same manner as provided for the election of that member or alternate originally.

The Joint Planning Commission may request the removal of one of its members or alternates by submitting a written request to the electing municipality(ies). Members and alternates shall serve at the will of the participating entity(ies) required to elect the member or alternate.

## **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. No expenses can be incurred except those authorized by the budget approved by all of the participating municipalities.

Each year, funding for the annual budget shall be equally divided among the Village of Manchester, Manchester 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, as determined by MCL 125.3103 as amended and a public hearing by the appointing body on a proposal to withdraw from the Joint Planning Commission; and
- Pass an ordinance 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. After withdrawal by one or more participating municipalities and during the period the remaining participating members are revising the Agreement, the number of members of the Joint Planning Commission shall be reduced by two (2) members for each municipality that has withdrawn, and this new number shall be the number of members used in determining quorums, majorities, and other voting requirements. Furthermore, should the withdrawal of municipalities make it impossible to have no more than one officer selected from any one participating municipality, then this agreement shall automatically amend to allowing no more than two officers from any one participating municipality, Also, should the special ninth (9<sup>th</sup>) member be a qualified elector of a withdrawing municipality, the special ninth (9<sup>th</sup>) member shall not be disqualified from office solely based on not being a qualified elector of one of the participating members.

## **9. Powers and Duties**

With respect to the jurisdictional area of the joint planning commission, all the powers and duties of a planning commission under the Michigan planning enabling act, 2008 PA 33, MCL 125.3801 to 125.3885, as amended, and all the powers and duties of a zoning board or zoning commission under the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 to 125.3702, as amended, are transferred from the existing planning commissions to the Joint Planning Commission, subject to the following:

- a. Pursuant to the authority granted by MCL 125.135(2), the transfer of powers and duties from the existing planning commissions to the Joint Planning Commission shall be in phases. Initially, the existing powers and duties will transfer only to the extent set forth in the municipal ordinances adopting this agreement. Further phases will be as set forth and will take effect upon the adoption and publication

by each participating municipality, respectively, of ordinances setting forth and authorizing those phases.

- b. For situations in which the powers, duties, or procedures of a planning commission under the Michigan planning enabling act, 2008 PA 33, MCL 125.3801 to 125.3885, as amended, depend on whether the municipality is (i) a township that on September 1, 2008 had a planning commission created under former 1931 PA 285, (ii) a township that did not on September 1, 2008, have a planning commission created under former 1931 PA 285, or (iii) a city or village—the Joint Planning Commission shall have or follow the powers, duties, and procedures of a township that did not on September 1, 2008, have a planning commission created under former 1931 PA 285.
- c. For situations in which the powers, duties, or procedures under the Michigan zoning enabling act, 2006 PA 110, MCL 125.3101 to 125.3702, as amended, applicable to a planning commission depend on whether the municipality is a township or is a city or village, the Joint Planning Commission shall have or follow the powers, duties, and procedures applicable to a township.
- d. Further, any ~~comprehensive~~ joint master plan formally developed and adopted 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 shall only be amended by written addendum and/or revision and by each of the participating Townships and the Village passing an ordinance approving the Agreement as amended pursuant to and subject to MCL 125.135 and MCL 125.139.

## **11. Effective Date**

Provided that no proper petition calling for a public referendum is filed with the Village of Manchester, Manchester Township, Freedom Township or 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, as amended.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of \_\_\_\_\_, 2009.