

**DRAFT FOR DISCUSSION PURPOSES ONLY**  
**AGREEMENT ESTABLISHING THE**  
**FREMONT COMMUNITY JOINT PLANNING COMMISSION**

**Strike/CAP Version with Changes from 1/9/2006**  
**Updated January 24, 2006**

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 \_\_\_\_\_; Sheridan Charter Township, a Michigan municipal corporation, whose office is located \_\_\_\_\_; and Sherman Township, a Michigan municipal corporation, whose office is located at \_\_\_\_\_.

### **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, and a means of achieving this goal is to jointly plan for land use and to jointly exercise ~~ertain~~ 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 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."

The jurisdictional area of the Fremont Community 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. ~~Newaygo County, Michigan, and the corporate limits of Dayton Township, Newaygo County, Michigan, and the corporate limits of Sheridan Charter Township, Newaygo County, Michigan, and the corporate limits of Sherman Township, Newaygo County, Michigan.~~

THE PARTICIPATING MUNICIPALITIES AGREE THAT THE FREMONT COMMUNITY JOINT PLANING 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 PLAN SHALL BE PRESENTED TO EACH OF THE PARTICIPATING MUNICIPALITIES FOR THEIR REVIEW AND APPROVAL. IF THE COMPREHENSIVE PLAN IS APPROVED BY ALL OF THE PARTICIPATING MUNICIPALITIES, THEN THE MUNICIPALITIES MAY DIRECT THE FREMONT COMMUNITY 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 Fremont Community Joint Planning Commission shall consist of thirteen (13) REGULAR members.

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

The Fremont Community Joint Planning Commission shall be comprised of thirteen (13) REGULAR members as described in this section. 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 of Trustees. The Supervisor of Sheridan Charter Township shall appoint three (3) members with confirmation by that Township's Board of Trustees. The Supervisor of Sherman Township shall appoint three (3) members with confirmation by that Township's Board of Trustees.

The initial members appointed by the City of Fremont shall be appointed for staggered terms with one member appointed for a one (1) year term, one member appointed to a two (2) year term, and two members appointed to three (3) 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 for a one (1) year term, one member appointed to a two (2) year term, and one members appointed to a three (3) year term. After the initial terms, all appointed members shall serve for terms of three (3) years ending on December 31 of the applicable year.

All duly appointed members of the Fremont Community Joint Planning Commission shall reside within the jurisdictional area of the Fremont Community Joint Planning Commission as defined in this agreement. ~~At least two~~ 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 FREMONT COMMUNITY 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 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 trustee of the appointing township.

At least ~~one~~ TWO (2) of the members appointed by each of the municipalities to the initial Fremont Community Joint Planning Commission will have experience in land use planning and regulation. Further, all of the members appointed to the Fremont Community Joint Planning Commission will commit to completing continuing education land use planning and regulation each year.

WITHIN THE FIRST TWELVE (12) MONTHS OF BEING APPOINTED TO THE FREMONT COMMUNITY 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 FREMONT COMMUNITY 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 Fremont Community Joint Planning Commission shall be conducted at a public meeting of the Fremont Community Joint Planning Commission held in compliance with the open meetings act, Public Act 267 of 1976, as amended (MCL 15.261, et seq.).

THE FREMONT COMMUNITY 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 FREMONT COMMUNITY JOINT PLANNING COMMISSION MAY ALSO HOLD SPECIAL MEETINGS AS NEEDED FOLLOWING PROPER AND LAWFUL PUBLIC NOTICE.

Materials prepared for, or on behalf of, the Fremont Community Joint Planning Commission in the performance of an official function are subject to the Freedom of Information Act, Public Act 442 of 1976, as amended (MCL 15.231, et seq.). The Fremont Community Joint Planning Commission, at its first meeting of every calendar year, shall select a Chairperson, Vice-Chairperson, TREASURER and Secretary, who shall serve as such ~~officials~~ OFFICERS of the Fremont Community Joint Planning Commission for that calendar year. Appointees selected to serve in these positions must represent different participating municipalities. 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.

The Fremont Community Joint Planning Commission may request the removal of one of its members by SUBMITTING A WRITTEN REQUEST TO ~~petitioning~~ the appointing municipality.

A member on the Fremont Community 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 that the entity appointing the member concludes materially adversely affects the orderly or efficient operation of the Fremont Community 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;
- ~~Repeated unsatisfactory work performance or failure to attain objectives after appropriate notice and consultation;~~
- Attendance infractions AS DEFINED BY THE COMMISSION (~~missing more than 3 meetings per year~~); and/or
- Conviction of any FELONY ~~crime~~ or engaging in conduct punishable as a FELONY ~~crime~~;
- Removal of residency from the appointing FREMONT COMMUNITY JOINT PLANNING COMMISSION JURISDICTIONAL AREA ~~municipality~~.

The office of a member becomes vacant when the incumbent dies, resigns, is convicted of a felony, is removed by the Fremont Community Joint Planning Commission or the appointing governing body for cause, or CEASES TO BE A RESIDENT OF THE FREMONT COMMUNITY 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 vacant position.

## 6. Operating Budget

The Fremont Community Joint Planning Commission shall be funded by the participating entities on an annual basis. The funds and financials of the Fremont Community Joint Planning Commission shall be managed as a separate account under the auspices of THE CITY OF FREMONT.

The Fremont Community 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 Fremont Community Joint Planning Commission shall establish an annual budget, which requires the approval of all of the municipalities participating in this agreement.

Funding for the annual budget shall be divided ~~between~~ AMONG the City of Fremont, Dayton Township, Sheridan Charter Township, and Sherman Township based on the weighted average percentage of real taxable valuation plus the weighted average percentage of population as recorded by the U.S. Census Bureau ~~in 2000~~ for each municipality as expressed below:

<b>Jurisdiction</b>	<b>Population</b>	<b>Taxable Value</b>	<b>Sum of Weights</b>
<b>Weight of Element</b>	<b>50%</b>	<b>50%</b>	<b>100%</b>
City of Fremont	20.99%	20.44%	41.43%
Dayton Township	9.45%	9.18%	18.64%
Sheridan Township	12.04%	13.11%	25.16%
Sherman Township	7.51%	7.26%	14.77%
<b>Totals</b>	<b>50.00%</b>	<b>50.00%</b>	<b>100.00%</b>

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

EACH YEAR, 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 REAL TAXABLE VALUATION PLUS THE WEIGHTED AVERAGE PERCENTAGE OF POPULATION AS RECALCULATED USING THE MOST CURRENT POPULATION DATA AVAILABLE FROM THE U.S. CENSUS BUREAU AND THE MOST CURRENT REAL TAXABLE VALUE DATA AVAILABLE.

The City of Fremont's contribution shall equal the annual approved budget of the Fremont Community Joint Planning Commission multiplied by the sum of one half of the percentage determined by dividing the City's Real Taxable Valuation by the Total Real Taxable Valuation plus one half of the percentage determined by dividing the City's Population by the Total Population recorded by the U.S. Census Bureau ~~in 2000~~ for the jurisdictional area of the Fremont Community Joint Planning Commission.

Dayton Township's contribution shall equal the annual approved budget of the Fremont Community Joint Planning Commission multiplied by the sum of one half of the percentage determined by dividing the Township's Real Taxable Valuation by the Total Real Taxable Valuation plus one half of the percentage determined by dividing the Township's Population by the Total Population recorded by the U.S. Census Bureau ~~in 2000~~ for the jurisdictional area of the Fremont Community Joint Planning Commission.

Sheridan Charter Township's contribution shall equal the annual approved budget of the Fremont Community Joint Planning Commission multiplied by the sum of one half of the percentage determined by dividing the Township's Real Taxable Valuation by the Total Real Taxable Valuation plus one half of the percentage determined by dividing the Township's Population by the Total Population recorded by the U.S. Census Bureau ~~in 2000~~ for the jurisdictional area of the Fremont Community Joint Planning Commission.

Sherman Township's contribution shall equal the annual approved budget of the Fremont Community Joint Planning Commission multiplied by the sum of one half of the percentage determined by dividing the Township's Real Taxable Valuation by the Total Real Taxable Valuation plus one half of the percentage determined by dividing the Township's Population by the Total Population recorded by the U.S. Census Bureau ~~in 2000~~ for the jurisdictional area of the Fremont Community Joint Planning Commission.

## **7. Procedure for Joining the Fremont Community Joint Planning Commission**

A city, village, or township may petition to join the Fremont Community Joint Planning Commission pursuant to 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 Fremont Community Joint Planning Commission will consider each petition to join received and make a formal recommendation to the member municipalities. After receiving the Fremont Community Joint Planning Commission's recommendation, each participating municipality will vote to accept or reject the petition to join. If a majority of participating municipalities vote to accept the petition to join, then the Fremont Community 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 will 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 Withdrawal from the Fremont Community Joint Planning Commission**

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

- Any and all obligations of the Fremont Community Joint Planning Commission INCLUDING THE BALANCE OF ANY CONTRACTUAL FEES, SERVICE CONTRACTS, LEGAL COSTS, AND OTHER COSTS shall be settled prior to withdrawal;
- Provide for public notice and a public hearing on a proposal to withdraw for the Fremont Community Planning Commission BY THE APPOINTING BODY; and
- Pass an ordinance, which states the reasons for formal withdrawal from the Fremont Community 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 entities, this Agreement shall become null and void and the Fremont Community 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 FREMONT COMMUNITY JOINT PLANNING COMMISSION, THE REMIANING ENTITIES WILL 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 Fremont Community Joint Planning Commission, hereby transferred by the participating entities to the Fremont Community Joint Planning Commission. In exercising such powers or performing such duties, the Fremont Community Joint Planning Commission shall follow the procedures of the Township Planning Act, Public Act 168 of 1959, as amended (MCL 125.321, et seq.), and the Township Zoning Act, Public Act 184 of 1943, as amended (MCL 125.271, et seq.). Further, any plan formally developed and adopted under the Township Planning Act by the Fremont Community Joint Planning Commission shall be subject to review and approval by the legislative bodies of the participating municipalities.

## 10. Amendments

This Agreement may only be amended by written addendum approved and executed by ~~the~~ designated TOWNSHIP BOARD AND CITY COUNCIL officials of the participating entities.

## 11. Effective Date

Provided that no proper ~~notice of intent to file a petition~~ or a petition is filed with the City of Fremont, Dayton Township, Sheridan Charter Township, and Sherman Township, as provided by Section 9 of 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 Public Act 226 of 2003.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of \_\_\_\_\_, 20056.