



FREMONT Michigan

“NOW AND ALWAYS -- A Fine City ? A Great Community”

FEEDBACK FROM THE CITY OF FREMONT ON THE DRAFT AGREEMENT ESTABLISHING THE “FREMONT COMMUNITY JOINT PLANNING COMMISSION”

At its December 20, 2005 meeting, the Fremont Planning Commission reviewed the draft of the proposed Agreement to establish the Fremont Community Joint Planning Commission. The draft was prepared by the Land Information Access Association (LIAA) under the *Partnerships for Change* grant project. The members of the City Planning Commission expressed no substantive concerns with the proposed concept or the draft Agreement, nor did they have any specific feedback for the Joint Planning Committee.

City Planning and Administrative staff also reviewed the Agreement and provided a summary of their comments to the Fremont City Council. At its January 3, 2006 meeting, the Council spent considerable time reviewing the Agreement and requests that the Joint Planning Committee consider the following comments and recommendations for possible revisions to the Agreement (numbers correspond to section numbers in the Agreement):

Preamble: Name of Commission: We support the name change from “Fremont Area Joint Planning Committee” to “Fremont Community Joint Planning Commission.”

1. **Purpose and Jurisdictional Area.**

Purpose: We like that the Agreement specified that cooperation amongst the participating governmental units will include both planning *and* zoning functions. However, there will need to be some clarification on the transition to a common zoning code and how the Joint Planning Commission would function in relation to the existing municipal Planning Commissions until that code is adopted.

Jurisdictional Area: The second paragraph could be condensed for clarity and read as follows:

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 in Newaygo County, Michigan.

2. **Composition.** The composition of the Commission should include alternate members with no voting rights – 1 from each governmental unit, with the thought that these members are being groomed to eventually take over a full committee position.

3. **Terms and Qualifications.**

Residency: In paragraph 3 of this section, the Council desires that all four of its appointed members reside within the City limits at the time of their appointment or re-appointment to the Joint Planning Commission. If they were to subsequently move their residency outside the City limits, they would be permitted to complete their current 3-year term but would not be eligible for re-appointment.

Education Requirements: Paragraph 5 of this section references education requirements for Joint Planning Commissioners. The City feels we should specify the minimum requirements in the Agreement. The City’s Planning Commission rules were recently revised to include an education requirement, which reads as follows:

Education requirements: Within the first twelve (12) months of being appointed to the 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 City Manager. Thereafter, each member of the Planning Commission shall attend at least three (3) hours of seminars or continuing education per calendar year as approved in advance by the City Manager. The City shall pay for all such approved seminars and continuing planning education courses subject to the appropriation and availability of training funds by the City Council.

If a commissioner does not fulfill this requirement, such shall be deemed neglect of duty and the member subject to removal under subsection (i) above.

The Joint Planning Committee may want to adopt a similar provision. Obviously, the language outlined above would have to be modified (e.g., delete reference to City Manager) to be relevant to the Joint Planning Commission. An approval mechanism (by the full Commission or an Executive Committee) would be necessary so as to ensure that there are sufficient budgetary resources available to cover the cost of the training activities and that each member has an opportunity to participate in the activities. One suggestion is to allocate the training funds on a per capita basis (1/13th) so that each member has an available allocation for training. If the member desires to participate in training activities that cost more than his/her allocation, then the Joint Planning Commission would either need to reallocate unneeded funds from another member or elsewhere in the budget, or have the appointing jurisdiction cover the cost above the allocation.

4. Operating Procedures.

Meeting Locations & Times and Record Retention: The Committee may want to consider adding a provision regarding the location and general times for the meetings or hearings of the Joint Planning Commission. Are we going to move them around or are they going to be held in one location (Library, City Hall, other?) Would the meetings be held in the afternoon or evening? Would any specific public hearings be held at the offices of the particular governmental unit to allow for easier accessibility? The availability and retention of materials and records should also be determined. Much of this will depend on how and who provides administrative and planning/zoning support to the Commission.

Terms of Officers: The Council would like to see the Commission's officers limited to two (2) consecutive one-year terms in any one office.

5. Removal from Office and Filling Vacancies.

Petition Process: This section states that the Joint Planning Commission may request the removal of one of its members by petitioning the appointing municipality. Is a petitioning process necessary? Could this section merely state that members may be removed by the respective participating governmental unit's Supervisor or Mayor, after a hearing for cause, with the approval of the respective governmental unit's Township Board or City Council?

Objectives: The Agreement specifies the "causes" for which a commissioner could be removed. One of the causes states "Repeated unsatisfactory work performance or failure to attain objectives after appropriate notice and consultation." Does this apply to each commissioner or is it referring to any employee(s) or contractual administrative personnel? Who will determine such objectives? If we are to include this as a "cause," then there should be written measurable objectives.

Attendance: Another cause for removal from office is for attendance infractions (missing more than three meetings per year.) How many meetings per year will there be? Is this a calendar year or the previous 12-month period? If there are twelve meetings per year (monthly), and a member misses three of them, that person will have missed 25% of the meetings, which may be acceptable.

However, if there are only four meetings per year (one each quarter), then missing three meetings would mean a member missed 75% of the meetings, which would not be acceptable. This needs to be clarified.

Crime: The 5th “cause” for removal sets a standard that conflicts with commonly held practices regarding a person’s *conviction* of a crime versus the initial *accusation* of committing a crime. Who is going to make the determination as to whether a member’s conduct would be punishable as a crime? The Committee may wish to consider a possible suspension of a member’s eligibility while an accusation of a crime is being investigated or leave such decision up to the appointing governing body. Finally, the inclusion of “any” crime is far too broad, and would include misdemeanors and civil infractions. The next paragraph references that an office becomes vacant only when a member is convicted of a felony; the two should be consistent.

Residency: Removal of a member from the Commission due to relocation out of the appointing municipality would apply to all four of the City’s appointments but only two of the three appointments by each Township. This would depend on whether the Commission permits the City to require that all four of its appointed members be residents of the City at the time of appointment or re-appointment to the Commission.

The wording of this paragraph could also be interpreted that the Joint Planning Commission has the authority to remove a member of the Commission. It can only “recommend or request” the removal of a member by the appointing municipal governing body.

6. **Operating Budget:** The City may be willing to administer the budget; however, we need to work through a few issues before we decide. Initially, our reaction is that it makes sense for the City to do this, just as we do for the Fire Contract and as we did during the interim period when the District Library was being formed. This would be on a contractual basis under a separate agreement acceptable to both the Joint Planning Commission and the City Council.

With regard to the calculation to be used to determine each municipality’s share of the budget, we recommend that the calculation be re-calculated each budget year based on the most current information, just as we do with the Fire Contract. This would be every ten years for the U.S. Census Bureau population information and annually for the taxable value of real property information.

With regard to the budget, the Joint Planning Committee should address the following:

- Who is going to staff the Commission? How this commission is staffed will help determine how the budget will be established.
- How will the budget be developed each year?
- How much can each participating governmental unit anticipate contributing to the operating budget for the first and subsequent years? The Commission will need to develop an initial estimated budget and calculate each unit’s projected contribution amount. This information would be critical in seeking each unit’s adoption of the Agreement.
- What will the Commission’s fiscal year be? We have three different fiscal years between the four entities. This may depend on whether the City, another unit or a private party administers the budget. It would be more efficient and accurate to have the Commission’s fiscal year coincide with the administrative agency’s fiscal year.
- What administrative services are involved with handling the finances? It may be appropriate for the administering agent to charge a fee to cover administrative services.
- What happens if one or more participating governmental units do not approve the Commission’s annual budget? Will it take just a majority of the members to adopt it or all of them? Would the Committee consider a provision that allows the Commission to continue functioning at the previous

year's budget appropriations (or a reduced percentage such as 90%) until such time as all units approve of the budget?

- If members are to receive a per diem meeting fee, there should be additional discussion on this provision. With the exception of the elected officials (City Council and Board of Review members) the City does not pay its volunteer board, committee or commission members. If the members of the Joint Planning Commission were to receive remuneration, it could effect whether other board or commission members receive per diem fees. Mileage reimbursement for the use of personal vehicles should also be set and limited (City uses annual IRS rate.)
- The budget should include an appropriation for "legal services" and identify what such funds can be used for and with whose approval. The Commission should consider a policy that addresses its liability exposure and how it would obtain and pay for any legal services to defend itself in a suit brought against the Commission. Should it require approval of all participating units for the retention of legal counsel for a suit and the appropriation of the necessary funds to cover the original trial and subsequent appeals?
- The budget should also consider an appropriation for "professional planning and/or zoning services" to cover the required update of the Joint Master Plan every five years and for any P&Z consulting services needed to amend the plan or a joint zoning code. Maybe something similar to the "equipment replacement fund" in the Fire Contract that would include an annual fixed amount of contributions from each unit to be used to cover the above expenses as spread out over a "schedule."

7. **Procedure for Joining the Joint Planning Commission.** The Agreement should specify how the "one-time fee" would be calculated. Is it intended to cover a portion of the funds appropriated by each governmental unit for the match toward the *Partnerships for Change* grant? Will it cover extra contributions to the Commission from the units for special projects, legal expenses, etc.? Should the buy-in include a pro-rated portion of the annual budget based on the new entity's date of entry and percentage of budget responsibility?

8. **Procedure for Withdrawal from the Joint Planning Commission.** Obligations should also include the balance of any contractual fees, service contracts, legal costs, etc.

The second bullet should clarify if the "public hearing" would be held by the Joint Commission or the appointing body (City prefers the latter.) Is this a "noticed" public hearing or just a right to be heard at a regular Commission or local unit meeting?

The final paragraph of this section clarify that if additional entities join the Commission at a later date, then the number of withdrawing entities would need to be adjusted upward. Is the intent that the Commission would dissolve if only one entity remains? Upon its dissolution, what would happen to the assets and liabilities of the Commission? Would an entity leaving the Commission be entitled to any assets or be subject to any further liabilities of the Commission?

9. **Powers & Duties.** No comments.

10. **Amendments.** This section states that the Agreement may only be amended by written addendum approved and executed by the designated officials of the participating entities. We should spell out the titles of the designated officials (Township Boards and City Council.)

11. **Effective date.** It appears that the first phrase in this section may need to be re-worded to clarify the intent of this section.

The City of Fremont looks forward to working through these issues in order to create an Agreement that is acceptable to all participating governmental units. We have come far in such a short time.