

AGREEMENT ESTABLISHING THE BELLEVUE JOINT PLANNING COMMISSION

This Agreement Establishing the Bellevue Joint Planning Commission (the "Agreement") is entered into by: the Village of Bellevue, a Michigan municipal corporation, whose office is located at 201 North Main Street, Bellevue, Michigan 49021 (hereinafter known as "VILLAGE"); and Bellevue Township, a Michigan municipal corporation, whose office is located at 115 North Main Street, Bellevue, Michigan 49021 (hereinafter known as "TOWNSHIP").

1. Purpose and Jurisdictional Area

The VILLAGE and TOWNSHIP find it in their long-term interest 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 certain zoning powers. As a result, both 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 Village Council of the VILLAGE on October 11, 2004, and an ordinance enacted by the Township Board of the TOWNSHIP on October 11, 2004. The joint planning commission established by this Agreement shall be referred to as the "Bellevue Joint Planning Commission."

The jurisdictional area of the Bellevue Joint Planning Commission shall comprise the corporate limits of the Village of Bellevue, Eaton County, Michigan, and the corporate limits of Bellevue Township, Eaton County, Michigan.

2. Composition of the Planning Commission

The Bellevue Joint Planning Commission shall consist of nine (9) members.

3. Terms and Qualification of Office.

By resolution of their respective governing bodies, the VILLAGE shall appoint four (4) members and the TOWNSHIP shall appoint four (4) members, comprising eight (8) members to the Bellevue Joint Planning Commission. The initial four (4) members from each entity shall be appointed for staggered terms ranging from one (1) to three (3) years. After the initial terms, all appointed members shall serve for terms of three (3) years that will end on December 31 of the applicable year.

The four (4) members initially appointed by the VILLAGE shall serve the following terms: one (1) member -- date of appointment to December 31, 2004; two (2) members -- date of appointment to December 31 2005; and one (1) member -- date of appointment to December 31, 2006.

The four (4) members initially appointed by the TOWNSHIP shall serve the following terms: two (2) members -- date of appointment to December 31, 2004; one (1) member -- date of appointment to December 31 2005; and one (1) member -- date of appointment to December 31, 2006.

An additional one (1) member shall be alternately appointed by the VILLAGE and TOWNSHIP on the basis of a three (3) year term. Said member shall initially be appointed by the TOWNSHIP, and shall serve the following term: date of appointment to December 31, 2006.

Members appointed by the TOWNSHIP shall reside in the TOWNSHIP outside of the corporate limits of the VILLAGE, and members appointed by the VILLAGE shall reside in the corporate limits of the VILLAGE.

4. Operating Procedures

The business performed by the Bellevue Joint Planning Commission shall be conducted at a public meeting of the Bellevue Joint Planning Commission held in compliance with the open meetings act, Public Act 267 of 1976, as amended (MCL 15.261, et seq.). Materials prepared for, or on behalf of, the Bellevue 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 Bellevue Joint Planning Commission, at its first meeting of every calendar year, shall select a Chairperson, Vice-Chairperson, and Secretary, who shall serve as such officials of the Bellevue Joint Planning Commission for that calendar year. At least one of these three (3) positions shall either be an appointee of the VILLAGE or the TOWNSHIP.

5. Removal from Office and Filling Vacancies.

A member on the Bellevue Joint Planning Commission may be removed from office by the Bellevue Joint Planning Commission or the appointing governing body 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 Bellevue 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 (missing more than 3 meetings per year); and/or
- Conviction of any crime or engaging in conduct punishable as a crime.

The office of a member becomes vacant when the incumbent dies, resigns, is convicted of a felony, is removed by the Bellevue Joint Planning Commission or the appointing governing body for cause, or ceases to be a resident of the participating governing body that appointed him/her. 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 Bellevue Joint Planning Commission shall be funded by the participating entities on an annual basis. The funds and financials of the Bellevue Joint Planning Commission shall be managed as a separate account under the auspices of the VILLAGE. The Bellevue Joint Planning Commission shall approve payments for goods, services, and per diem member fees drawn from an account jointly held by the VILLAGE and TOWNSHIP. The Bellevue Joint Planning Commission shall establish an annual budget, which requires the approval of the VILLAGE and TOWNSHIP. Funding for the annual budget shall be divided between the VILLAGE and TOWNSHIP based on the percentage of real taxable valuation as expressed below:

$$\begin{array}{r} \textit{Joint Planning Commission Funding Allocation} \\ \textit{VILLAGE Real Taxable Valuation} \\ + \quad \textit{TOWNSHIP Real Taxable Valuation} \\ = \quad \textit{Total Real Taxable Valuation} \end{array}$$

The VILLAGE's contribution shall equal the annual approved budget of the Bellevue Joint Planning Commission multiplied by the percentage determined by dividing the VILLAGE's Real Taxable Valuation by the Total Real Taxable Valuation. The TOWNSHIP's contribution shall equal the annual approved budget of the Bellevue Joint Planning Commission multiplied by the percentage determined by dividing the TOWNSHIP's Real Taxable Valuation by the Total Real Taxable Valuation.

7. Procedure for Withdrawal from the Bellevue Joint Planning Commission

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

- Any and all obligations of the Bellevue Joint Planning Commission shall be settled prior to withdrawal; and
- Passing an ordinance, which states the reasons for formal withdrawal from the Bellevue Joint Planning Commission.

The withdrawal shall take effect when the above requirements have been satisfied. Upon the withdrawal of a participating entity, this Agreement shall become null and void and the Bellevue Joint Planning Commission shall cease to function and shall have no further legal authority.

8. 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 Bellevue Joint Planning Commission, hereby transferred by the participating entities to the Bellevue Joint Planning Commission. In exercising such powers or performing such duties, the Bellevue Joint Planning Commission shall follow the procedures of the Municipal Planning Act, Public

Act 285 of 1931, as amended (MCL 125.31, et seq.), and the City and Village Zoning Act, Public Act 207 of 1921, as amended (MCL 125.581, et seq.).

9. Amendments

This Agreement may only be amended by written addendum approved and executed by the designated officials of the participating entities.

10. Effective Date

Provided that no proper notice of intent to file a petition or a petition is filed with the VILLAGE and 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 the VILLAGE and TOWNSHIP, 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 _____, 2004.

VILLAGE OF BELLEVUE

Dated: _____, 2004

By: Lee Coltson
Its: Village President

Subscribed and sworn before me in _____ County, Michigan, on the _____ day of _____, 2004.

Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

BELLEVUE TOWNSHIP

Dated: _____, 2004

By: Bernard Otto
Its: Township Supervisor

Subscribed and sworn before me in _____ County, Michigan, on the _____ day of _____, 2004.

Notary Public, State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____