

AGREEMENT TO ESTABLISH A SUTTONS BAY COMMUNITY JOINT PLANNING COMMISSION

This Agreement establishing the Suttons Bay Community Joint Planning Commission (the "Agreement") is entered into by: the Village of Suttons Bay, a Michigan municipal corporation, whose office is located at 420 Front Street, Suttons Bay, MI 49682 and Suttons Bay Township, a Michigan municipal corporation, whose office is located at 321 St. Joseph Street, Suite C, Suttons Bay, MI 49682.

1. Purpose and Jurisdictional Area

The Village of Suttons Bay and Suttons Bay 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, potentially, to jointly exercise zoning powers. Therefore, both 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.), which Agreement was approved by an ordinance enacted by the Village Council of the Village of Suttons Bay on _____ and an ordinance enacted by the Township Board of Suttons Bay Township on October 8, 2008. The joint planning commission established by this Agreement shall be referred to as the "Suttons Bay 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 Suttons Bay and Suttons Bay Township of Leelanau County, Michigan, less the lands in Federal Trust of the Grand Traverse Band of Ottawa and Chippewa Indians located within Suttons Bay Township, Leelanau County, Michigan,

The participating municipalities agree that the Joint Planning Commission shall develop a master plan for its jurisdictional area consistent with the powers granted by the State and this Agreement. When completed, the master plan shall be presented to each of the participating municipalities for their review and approval. If the master plan is approved by 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. In the event the participating municipalities enact a joint zoning ordinance that affects the jurisdictional area of the Joint Planning Commission, then on the effective date of such joint zoning ordinance the powers and duties of a planning commission shall be transferred by the participating municipalities to the Joint Planning Commission.

2. Composition of the Planning Commission

The Joint Planning Commission shall be comprised of seven (7) members and two (2) alternates as described in this section. The Village Council of the Village of Suttons Bay shall appoint three (3) members and one (1) alternate. The Township Board of Suttons Bay Township shall appoint four (4) members and one (1) alternate.

3. Terms and Qualifications of Office

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. Members appointed by the Township shall reside in the township outside the corporate limits of the Village, and members appointed by the Village shall reside within the corporate limits of the Village. 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 from his original jurisdiction.

The initial members appointed by the Village of Suttons Bay 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. The initial members appointed by Suttons Bay Township 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. After the initial terms, all appointed members shall serve for terms of three years ending on December 31 of the applicable year.

Each of the members originally appointed to the Joint Planning Commission by the Village of Suttons Bay shall be members of the existing Village of Suttons Bay Planning Commission. Each of the members originally appointed to the Joint Planning Commission by Suttons Bay Township shall be members of the existing Suttons Bay Township Planning Commission.

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 three (3) 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 and arrange 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 may be subject to removal as provided by Section 5 of this Agreement.

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, Michigan 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, Michigan 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, 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, and there may be no more than two (2) officers from any one (1) municipality. Members selected to be officers shall serve no more than four (4) consecutive one-year terms in any office.

5. Removal from Office and Filling Vacancies

The Joint Planning Commission may request the removal of one of its members by submitting a written request to the appointing municipality. A member may also be removed upon the initiative of the appointing municipality.

A member of the Joint Planning Commission may be removed from office by the appointing municipality following written charges and a public hearing. "Cause" shall include, but not be limited to: performance, conduct or behavior that 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, including conflicts of interest;
- Attendance infractions as defined by the Commission or three unexcused absences;
- Conviction of any felony or misdemeanors involving a violation of his or her oath of office;
- Removal of residency from the Joint Planning Commission jurisdictional area; and/or
- Any other situation which constitutes malfeasance or nonfeasance in office, as provided by law.

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 an appointment made by the legislative body representing the jurisdiction of the vacancy.

6. Operating Budget

The Joint Planning Commission shall be funded by the participating municipalities 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 Suttons Bay.

The Joint Planning Commission shall approve payments for goods, services and per diem member fees drawn from an account jointly held by both municipalities participating in this Agreement. The Joint Planning Commission shall establish an annual budget, which requires the approval both the municipalities participating in this Agreement.

Each year, funding for the annual budget shall be proportionally divided among the participating municipalities as follows: the Village of Suttons Bay will pay three-sevenths (3/7) of the budgeted costs; and Suttons Bay Township will pay four sevenths (4/7) of the budgeted costs.

7. Procedure for Joining the Joint Planning Commission

A city, village or township may petition to join the Joint Planning Commission pursuant to Michigan 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 participating municipalities. After receiving the Joint Planning Commission's recommendation, each participating municipality shall vote to accept or reject the petition to join. If both 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 bear the costs of revising this Agreement, including the costs of enacting ordinances by the original participating municipalities approving the revised agreement, updating the joint master plan and joint zoning ordinance, if one should exist. If either of the participating municipalities votes 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 paid by the withdrawing municipality prior to withdrawal on a pro rata basis based on the percentage of contributions made to the Joint Planning Commission under Section 6 of this Agreement;
- Public notice and a public hearing by the participating municipality on a proposal to withdraw from the Suttons Bay Community Planning Commission shall be provided for; and
- An ordinance, which states the reasons for formal withdrawal from the Joint Planning Commission, shall be enacted by the participating municipality seeking to withdraw.

The withdrawal shall take effect when the above requirements have been satisfied. If there exists only two (2) municipalities in the Commission, upon the withdrawal of either participating municipality, 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 Joint Planning Commission the participating municipalities shall divide all of the assets and liabilities of the Commission between themselves on a pro rata basis based

on the percentage of contributions made to the Joint Planning Commission under Section 6 of this Agreement.

9. Powers and Duties

Pursuant to the authority granted by Section 5(2) of Act 226 of the Public Acts of 2003 for the phased transfer of the powers and duties of existing planning commissions to the Joint Planning Commission, upon the effective date of this Agreement the participating municipalities hereby vest the Joint Planning Commission established under this Agreement with the sole power and duty under the Michigan Planning Enabling Act, being MCL 125.3801, *et seq*, to develop a joint master plan with respect to the jurisdictional area of the Joint Planning Commission. In exercising this power and duty the Joint Planning Commission shall follow the procedures of a township as described in category (i) under Section 5(g) of Act 226 of the Public Acts of 2003, being MCL 125.135(1)(g). Further, any joint master plan developed and adopted by the Joint Planning Commission shall be subject to review and approval by the legislative bodies of the participating municipalities.

At the completion of the joint master plan, the participating municipalities may direct the Joint Planning Commission to prepare a joint zoning ordinance for their consideration. In the event the participating municipalities enact a joint zoning ordinance that affects the jurisdictional area of the Joint Planning Commission, then on the effective date of such joint zoning ordinance the powers and duties of a planning commission under the Michigan Zoning Enabling Act, being MCL 125.3101, *et seq*, with respect to the jurisdictional area of the Joint Planning Commission shall be transferred by the participating municipalities to the Joint Planning Commission. In exercising such powers and duties the Joint Planning Commission shall follow the powers, duties and procedures applicable to a township, as described in Section 5(h) of Act 226 of the Public Acts of 2003, being MCL 125.134(1)(h).

During the development of a joint master plan with respect to the jurisdictional area of the Joint Planning Commission the existing township planning commission and village planning commission shall continue to exercise the powers and duties of a planning commission under the Michigan Planning Enabling Act and the Michigan Zoning Enabling Act in connection with their existing master plans and zoning ordinances, respectively.

10. Amendments

This Agreement may only be amended by written addendum approved and executed by the Village Council of the Village of Suttons Bay and the Township Board of Suttons Bay Township and approved by ordinance of each participating municipality.

11. Effective Date

Provided that no proper petition calling for a public referendum is filed with the Village of Suttons Bay or Suttons Bay Township, as provided by Section 9 of Michigan Public Act 226 of 2003 (MCL 125.139), this Agreement shall take effect on the first date when both ordinances enacted by the participating municipalities are legally in effect as provided by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of _____, 2008.