



AGENDA

FULL COMMISSION MEETING

Tuesday, December 20, 2022, 9:30 a.m.

Cass County Road Commission-Board Room

340 North O'Keefe Street

Cassopolis, MI 49031

1. **CALL TO ORDER** **Chair Roseann Marchetti**
 - Pledge Allegiance
 - Roll Call

2. **ACCEPTANCE AND/OR REVISION OF CONSENT AGENDA**
 - a. **Meeting Agenda ***
 - b. **Minutes of Commission Meeting, October 18, 2022 ***
 - c. **Chairman's Report**
 - d. **Treasurer's Report***

3. **EXECUTIVE DIRECTOR'S REPORT *Accept** **K. John Egelhaaf**

4. **GRAHAM WOODHOUSE AWARD PRESENTATION** **Chair Marchetti**
Imagine Cass-Embrace the Vision, Cassopolis Transformation Project

5. **COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY FOR SOUTHWEST MICHIGAN *Approve** **Jerrid Burdue – Senior Planner**
Please follow this URL to the CEDS:
https://www.swmpc.org/downloads/swmpc_ceds_2022_for_public_comment.pdf

6. **ECONOMIC RECOVERY AND RESILIENCY PLAN FOR SOUTHWEST MICHIGAN *Approve** **Jerrid Burdue – Senior Planner**
Please follow this URL to the Plan:
https://www.swmpc.org/downloads/economic_recovery_and_resiliency_plan.pdf

7. **2023 INSURANCE OPTION *Approve** **Dir. Egelhaaf**

8. **EX. DIRECTOR EVALUATION** **Chair Marchetti**
AD HOC COMMITTEE REPORT

9. **RESOLUTION 2022-2 EXECUTIVE DIR. CONTRACT *Approve** **Chair Marchetti**

10. **2023 PROPOSED MEETING SCHEDULE * Approve** **Chair Marchetti**

11. **PUBLIC COMMENT**

12. **PRIVILEGE OF THE FLOOR**

13. ADJOURNMENT

****enclosures***

Next meeting will be held January 21, 2023 at the Cass County Road Commission Board Room.

SWMPC Mission: Our team uses its passion and expertise to connect people, assist communities, and advance cooperative solutions to regional challenges experienced by the communities that created us.

The Mission of the Southwest Michigan Planning Commission is to promote a sustainable high quality of life through facilitation of sound planning and decision making.



Minutes

Southwest Michigan Planning Commission
FULL COMMISSION MEETING
Tuesday, October 18, 2022, 9:30 a.m.

Meeting Held in Person at Cass County Road Commission

MEMBERS PRESENT (in person):

Marchetti, Roseann, Chair, Cass County Commissioner
Doroh, Kurt, Vice Chair, Van Buren County Commissioner
Preston, Linda, Secretary, Cass County Representative (arrived at 9:35 am)
Gundersen, Kristen, Alternate Secretary, Berrien County Representative
Remus, Richard, Alternate Treasurer, Berrien County Representative
Catherman, Rick, Van Buren County Representative
Curran, Jim, Berrien County Commissioner
DeLong, Don, Cass County Representative
Dodd, James, Cass County Representative
Freehling, Teri Sue, Berrien County Commissioner
Hanson, Don, Van Buren County Commissioner
Hanson, Sandra, Van Buren County Representative
Pantaleo, Paul, Berrien County Representative
Petersen, Jan, Van Buren County Representative
Stauffer, Dick, Berrien County Representative
Torzynski, Robert, Pokagon Band Representative
Tyler, Doug, Cass County Representative
Wood, Gary, Berrien County Representative
Wuerfel, Julie, Berrien County Representative

MEMBERS ABSENT:

Akinwale, Yemi, Treasurer, Berrien County Representative
Fette, Dan, Berrien County Representative
Newton, Matthew, Van Buren County Representative
Patterson-Gladney, Gail, Van Buren County Commissioner
Stover, Jim, Berrien County Representative

1. CALL TO ORDER

Chair Roseann Marchetti called the meeting to order at 9:30 a.m. and led those present in the Pledge of Allegiance. Maria Vettraino took roll call, and a quorum was present.

2. ACCEPTANCE AND/OR REVISION OF CONSENT AGENDA

Chair Marchetti presented the Consent Agenda. Teri Sue Freehling moved to **“ACCEPT THE CONSENT AGENDA AS PRESENTED.”** Kurt Doroh seconded, which carried unanimously.

3. EXECUTIVE DIRECTOR'S REPORT

Director Egelhaaf went over the report and invited the Board members to ask for any further detail.

Teri Sue Freehling asked who requested the white paper narrative regarding the Skilled Labor Supply/Demand Gap Study and Solutions Project, in which Egelhaaf stated it was the Strategic Leadership Council. Roseann Marchetti brought up Kinexus interest and asked if they have been involved. Director Egelhaaf responded that they absolutely have been engaged.

Egelhaaf went into detail about the Food Hub Linkage Grant Development that is due at the end of October 2022. He talked about the collaboration involved, including the Local Food Council, Kalamazoo Valley Hub, Benton Harbor Fruit Market, and Eastern Market. Director Egelhaaf also gave more detail on the Quad State Director's meeting he attended. He then went on to the subject of rallying support for Amtrak's Midwest Strategic Vision and how they are aiming for an "Expression of Interest" from State Legislative Delegation and MDOT support.

Roseann Marchetti inquired about the nuclear waste storage. Egelhaaf attended a meeting regarding a safe place to store spent nuclear waste. He shared the need for middle spaces to store nuclear waste before its permanent location and a broader effort to spread the news of funding for these middle spaces. Don Hanson asked where the Federal move to restart Palisades stands. Director Egelhaaf responded that he does not know how long it's going to take the Department of Energy to ponder the application and that he suspects it could take a while. Kurt Doroh shared that he has attended meetings with Holtec in which they speak of coming up with their own smaller reactor design and will use spent fuel rods for power. Doug Tyler asked if the State application for Federal money is complete and Egelhaaf responded yes, and that the actual applicant is Holtec.

Gary Wood inquired about the Amtrak letters of support and if the Board should take action. Egelhaaf asked the Board to keep their eyes open for a template of what a letter would look like and for opportunity to share and have local jurisdiction support.

Don DeLong asked why we need an intermediate storage for spent nuclear waste. Director Egelhaaf said it must be the way spent fuel degrades and to make it safer. Doug Tyler wondered if the material can be sold. Egelhaaf responded with talk of the free market and if there seems to be enough value to compensate the cost of building a plant.

Linda Preston moved to **"ACCEPT THE EXECUTIVE DIRECTOR'S REPORT."** James Dodd seconded the motion, which carried unanimously.

4. AD HOC COMMITTEE REPORT - EX. DIRECTOR EVALUATION

Vice Chair, Kurt Doroh, thanked Roseann Marchetti and Teri Sue Freehling for providing past evaluation forms to help him come up with a form to use this year. Some Board members will fill out the evaluation and Maria Vettraino will distribute to staff members to fill out as well. Before the next meeting in December at 9 a.m., the committee and officers will discuss the evaluation forms and give results during the meeting that day.

5. SWMPC 2021 ANNUAL REPORT

Director Egelhaaf described the 2021 Annual Report. Rich Remus wondered who the audience is for this report and how we can get more exposure. Egelhaaf stated that our obligation ends with creating the report, but it is shared on the SWMPC website, and he can look into sending to all the clerks. Doug Tyler commented that he likes the format and content of the report. He also suggested using the report as a marketing opportunity, an example being a press release. Egelhaaf liked the idea of a press release. Linda Preston also suggested the Board to help get the word out and share the report. Overall, the 2021 Annual Report was received well.

Linda Preston moved to “**APPROVE SWMPC 2021 ANNUAL REPORT.**” Paul Pantaleo seconded the motion, which carried unanimously.

6. SWMPC ANNUAL AWARD

Director Egelhaaf first explained why we are not giving out the Welch Lackey Award this year and then explained the Graham Woodhouse Award, its history, criteria, and our internal process. Doug Tyler asked if a project that has been submitted in the past can be nominated again. The answer was yes. The nomination form is due Monday, November 14th.

7. PLANNER PRESENTATION

Senior Planner, Kim Gallagher gave a presentation on SWMPC’s new website. She first spoke on the background/timeline of our current website. In 2019, SWMPC was awarded a grant from MDOT to create an updated website. Gallagher stated the purpose of the new website is to allow viewers with limited experience to easily find and access information, support easy navigation to key information, and is a ADA compliant responsive design that is viewable on multiple devices and platforms. Gallagher shared multiple screenshots of the website, showcasing the new design and layout. The document library was highlighted, including the backend of the database and how you will be able to search by category and location. Gallagher said that a content management solution will be used to keep the website updated and so it has the same tone/voice.

Kurt Doroh inquired about having a Board members list and contact information on the website. Maria Vettraino said she will send the Board an updated contact list. Kristen Gundersen asked if it is possible to create a login for members to see more private contact information on the website, in which Gallagher responded yes that is possible. Doug Tyler asked how we sourced the imagery for the website and suggested to incorporate home grown content as much as possible. Gallagher talked about the trouble with having quality images but will try to replace stock photos once better photos are acquired. Rich Remus asked how much traffic the website gets. Egelhaaf shared that we do have analytics regarding webpage traffic. Kristen Gundersen wondered if there will be social media links on the website, in which Gallagher responded yes. Jan Petersen spoke highly of the new website design, and the Board overall received the new website design well.

8. PUBLIC COMMENT

No public present, and thus no public comment.

9. PRIVILEGE OF THE FLOOR

None.

10. ADJOURNMENT

Kurt Doroh moved to adjourn the meeting. Doug Tyler supported the motion. The Chair declared the meeting adjourned at 10:54 am.

Respectfully submitted by:



K. John Egelhaaf, AICP

Date: August 16, 2022

Southwest Michigan Planning Commission
Profit & Loss Budget Performance
January 2 - November 30, 2022

	Total			
	Actual	Budget	over Budget	% of Budget
Income				
4000 Federal Grant	902,266.13	895,512.02	6,754.11	100.75%
4010 State Grant	61,483.20	121,700.00	-60,216.80	50.52%
4020 County Contribution	53,112.00	59,926.00	-6,814.00	88.63%
4030 Local Match	64,398.00	210,106.98	-145,708.98	30.65%
4040 Local Contract	89,550.94	103,527.00	-13,976.06	86.50%
4050 Other Fee Income	898.42		898.42	
4100 Interest Income	341.19	1,200.00	-858.81	28.43%
Total Income	\$ 1,172,049.88	\$ 1,391,972.00	-\$ 219,922.12	84.20%
Gross Profit	\$ 1,172,049.88	\$ 1,391,972.00	-\$ 219,922.12	84.20%
Expenses				
6000 Direct Expenses				
6200 Salaries	357,152.16	391,999.99	-34,847.83	91.11%
6220 Payroll Taxes	27,257.55	29,792.04	-2,534.49	91.49%
6230 Pension Expenses	15,599.35	17,128.40	-1,529.05	91.07%
6240 Employee Insurance	109,113.08	121,713.90	-12,600.82	89.65%
6300 Mileage & Travel	7,931.51	8,515.00	-583.49	93.15%
6310 Meals	762.76	2,090.00	-1,327.24	36.50%
6315 Lodging	3,721.46	875.00	2,846.46	425.31%
6330 Printing		465.00	-465.00	0.00%
6340 Postage		130.00	-130.00	0.00%
6410 Dues & Subscriptions	2,058.76	7,675.00	-5,616.24	26.82%
6420 Supplies & Materials	1,651.20	5,406.00	-3,754.80	30.54%
6430 Computer Services	6,680.67	15,952.00	-9,271.33	41.88%
6440 Advertising		760.00	-760.00	0.00%
6500 Conferences & Training	6,273.16	810.00	5,463.16	774.46%
6540 Contractual Svcs-OnSite	2,800.00	36,500.00	-33,700.00	7.67%
6550 Contractual Svcs-OffSite	276,335.09	377,264.00	-100,928.91	73.25%
6610 Equipment		7,200.00	-7,200.00	0.00%
6620 Equipment Rental	733.42		733.42	
6630 Equipment Maintenance		35.00	-35.00	0.00%
6715 Audit Services	6,250.00		6,250.00	
6720 Accounting Services		9,000.00	-9,000.00	0.00%
6730 Insurance Corporate		1,600.00	-1,600.00	0.00%
6950 General Commission Expenses	1,285.95	350.00	935.95	367.41%
6960 Commissioner Mileage	1,659.14	1,700.00	-40.86	97.60%
6970 Commissioner Per Diem	2,670.00	2,000.00	670.00	133.50%
6980 Bank Fees	703.50	225.00	478.50	312.67%
Total 6000 Direct Expenses	\$ 830,638.76	\$ 1,039,186.33	-\$ 208,547.57	79.93%
7000 Indirect Expenses				
7200 Salaries-Indirect	88,367.60	151,892.08	-63,524.48	58.18%

7220 Payroll Taxes-Indirect	7,937.90	12,354.72	-4,416.82	64.25%
7230 Pension Expenses-Indirect	14,348.59	9,718.63	4,629.96	147.64%
7240 Employee Insurance-Indirect	35,682.84	45,360.08	-9,677.24	78.67%
7300 Mileage & Travel-Indirect	214.12	77.20	136.92	277.36%
7310 Meals-Indirect	259.29		259.29	
7320 Telephone-Indirect	1,942.00	2,747.12	-805.12	70.69%
7330 Printing-Indirect	0.00	11.99	-11.99	0.00%
7340 Postage-Indirect	2,066.51	1,363.02	703.49	151.61%
7410 Dues & Subscriptions-Indirect	2,668.41	1,373.75	1,294.66	194.24%
7420 Supplies & Materials-Indirect	6,015.33	6,088.41	-73.08	98.80%
7430 Computer Services-Indirect	34,049.21	37,567.02	-3,517.81	90.64%
7440 Advertising-Indirect		54.49	-54.49	0.00%
7500 Conferences & Training-Indirect		32.90	-32.90	0.00%
7520 Rent & Janitorial-Indirect	64,305.00	80,794.21	-16,489.21	79.59%
7540 Contract Srvs-OnSite-Indirect	519.22		519.22	
7550 Contract Srvs-OffSite-Indirect	12,130.78		12,130.78	
7610 Equipment-Indirect	1,862.98	547.71	1,315.27	340.14%
7620 Equipment Rental-Indirect		118.73	-118.73	0.00%
7630 Equipment Maintenance-Indirect		94.27	-94.27	0.00%
7715 Audit Services-Indirect	3,050.00		3,050.00	
7720 Accounting Services-Indirect	2,678.08	5,053.01	-2,374.93	53.00%
7730 Insurance Corporate-Indirect	3,125.00	3,445.53	-320.53	90.70%
7980 Bank Fees-Indirect		90.15	-90.15	0.00%
7990 Pass Thru-Indirect		0.00	0.00	
Total 7000 Indirect Expenses	\$ 281,222.86	\$ 358,785.02	-\$ 77,562.16	78.38%
9000 Payroll Expenses			0.00	
9020 Salaries & Wages	0.00		0.00	
9040 FICA Taxes	0.00		0.00	
9060 Medicare Taxes	0.00		0.00	
9080 Michigan UIA Taxes	0.00		0.00	
9200 Mileage, meals, and lodging	0.00		0.00	
9220 Supplies	0.00		0.00	
Total 9000 Payroll Expenses	\$ 0.00	\$ 0.00	\$ 0.00	
Total Expenses	\$ 1,111,861.62	\$ 1,397,971.35	-\$ 286,109.73	
Net Operating Income	\$ 60,188.26	-\$ 5,999.35	\$ 66,187.61	
Net Income	\$ 60,188.26	-\$ 5,999.35	\$ 66,187.61	

Wednesday, Dec 07, 2022 12:03:21 PM GMT-8 - Accrual Basis

Southwest Michigan Planning Commission

Balance Sheet

As of November 30, 2022

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1010 Petty Cash	65.00
1020 Checking	452,822.74
1060 CD	82,026.15
Total Bank Accounts	\$534,913.89
Accounts Receivable	
1100 Accounts Receivable	16,390.37
1110 A/R Grants	0.00
Total Accounts Receivable	\$16,390.37
Other Current Assets	
1200 Other Receivable	0.00
1240 Undeposited Funds	0.00
1300 Prepaid Expenses	0.00
1499 Security Deposit - 376 W. Main	11,220.00
Met Life Stock	0.00
Total Other Current Assets	\$11,220.00
Total Current Assets	\$562,524.26
Fixed Assets	
1350 Furniture and Equipment	42,229.00
1360 Accumulated Depreciation	-38,640.00
Total Fixed Assets	\$3,589.00
Other Assets	
1250 Grants Receivable - Old	0.00
Total Other Assets	\$0.00
TOTAL ASSETS	\$566,113.26

Southwest Michigan Planning Commission

Balance Sheet

As of November 30, 2022

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	4,617.11
Total Accounts Payable	\$4,617.11
Other Current Liabilities	
2010 Accounts Payable - Old	0.00
2250 Accrued Payroll	0.00
2400 Payroll Liabilities	3,687.76
2420 457b Payable	0.00
2430 Health Insurance	301.84
2438 HSA	36.87
2440 Federal Withholding	1,359.00
2450 Medicare Payable	580.68
2460 FICA Payable	2,010.95
2480 State Withholding	1,894.73
2490 Michigan UIA Payable	134.40
2495 Benton Harbor withholding	239.81
457b Catch-Up	0.00
Total 2400 Payroll Liabilities	10,246.04
2500 RPI	0.00
Total Other Current Liabilities	\$10,246.04
Total Current Liabilities	\$14,863.15
Long-Term Liabilities	
2260 Accrue Annual Leave	29,827.45
2290 SJ Watershed Escrow	1,207.99
2300 NATS-FHWA-Escrow	2,591.54
2310 NATS-FTA-Escrow	13,901.33
2320 TCATS-Escrow	19,397.05
2340 EDA Escrow	409.09
2550 Unearned Revenue	0.00
Total Long-Term Liabilities	\$67,334.45
Total Liabilities	\$82,197.60
Equity	
32000 Unrestricted Net Assets	395,206.60
Net Income	88,709.06
Total Equity	\$483,915.66
TOTAL LIABILITIES AND EQUITY	\$566,113.26



SOUTHWEST MICHIGAN PLANNING COMMISSION

376 West Main Street, Suite 130, Benton Harbor, MI 49022

Phone: 269-925-1137 • Website: www.swmpc.org

MEMORANDUM

TO: Southwest Michigan Planning Commission

FROM: K. John Egelhaaf

DATE: December 8, 2022

RE: Staff Report for the Southwest Michigan Planning Commission December 20, 2022

Office/Administrative Updates

- A. SWMPC Staff Holiday Party
 - a. Pizza & Games
 - i. Skee Ball Tournament (NCAA March Madness-Style Bracket)

Project Updates

- B. Transportation
 - a. Marquette Greenway Four-Mile Stretch Fully Funded
 - i. \$5.6 M total
 - ii. Phase I complete by 2024
 - iii. Phase II complete by 2025
 - b. Mobility Management
 - i. SWMPC working with MDOT & consultant
 - 1. Build regional plans across the state for effective mobility management
 - 2. Potentially embed mobility managers in each region to help people navigate mobility options
 - c. Facilitated Utilization of Significant Amounts of Additional Transportation Funding
 - i. SWMPC has facilitated the use of significant additional transportation dollars for NATS and TwinCATS projects
 - 1. Considerable logistical and administrative challenge (short timelines, complicated recordkeeping, collaboration with local leaders)

C. Parks

- a. MI DNR SPARK Recreation Grant Program
 - i. Egelhaaf has been consulting with DNR since May on the Grant implementation
 - ii. \$65 M to be distributed across three rounds
 - iii. Emphasis on communities historically left out of recreation grant funding
 - iv. SWMPC likely to be very involved from application through award and implementation

SWMPC Staff Report – December 20, 2022

D. Economic Development

- a. Palisades Economic Recovery Strategy Project
 - i. Holtec application to US Dept of Energy to keep Palisades open not approved
 - ii. Recovery Strategy Assessment Draft is available for review and critique
- b. Comprehensive Economic Development Strategy (CEDS) for Southwest Michigan
 - i. SWMPC develops a CEDS every 4 years
 - ii. A strategy to focus economic development efforts from across the region
 - iii. Optimize the expenditure of resources, expertise, effort
- c. Economic Recovery and Resiliency Plan for SW MI
 - i. Unique plan to comprehend the impacts of COVID on the regional economy
 - ii. Build a more resilient economic paradigm for SW MI
 - iii. Includes many new, innovative approaches to understanding and potentially refocusing our economy

MICHIGAN PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT

In 2011 the Michigan Legislature passed the Publicly Funded Health Insurance employer's expenditures for employee medical benefit plans while also providing for exemptions to the limits. A 2/3 majority vote of the SWMPC board is required to pass an exemption to the Act. Additionally, if exemptions are to be applied they must be passed annually.

For the previous budgets beginning in 2012, the SWMPC board passed exemptions to the Act along with the submission of its annual budget.

Two options are provided within the Act:

Hard Cap:

- \$5,500 times the number of employees with single coverage, plus
- \$11,000 times the number of employees with two person coverage, plus
- \$15,000 times the number of employees with family coverage.

The 80/20 Plan:

The SWMPC could elect not to pay more than 80% of the total annual cost of the medical benefit plans it offers, without regard to how much that means per employee with single, double, or family coverage.

The remaining 20% of the cost is to be recovered through payments by the employees.

The SWMPC 2023 Budget

The 2023 budget is prepared based on the previous SWMPC standard of a two percent employee premium co-pay for health insurance (health, HSA, dental, vision, disability, life)

Annual SWMPC Health Insurance Waiver – 2022 (for FY 2023)

Waiver Background

MICHIGAN PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT

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The SWMPC 2023 Budget

The 2023 budget is prepared based on the previous SWMPC standard of a two percent employee premium co-pay for health insurance (health, HSA, dental, vision, disability, life)

Annual SWMPC Health Insurance Waiver – 2023
2022 Health Insurance Coverage Cost Comparison

Coverage from 2022 “2350 Priority Health/Health Savings Account POS - High Deductible Plan”

Deductibles (annual)

Single = \$2,350

Family = \$4,700

Premiums (monthly average)

Singles & Families Combined = \$8,303.21

Renewal with Same “2350 Priority Health/Health Savings Account POS - High Deductible Plan”

Deductibles (annual)

Single = \$2,350

Family = \$4,700

Premiums (monthly average)

Singles & Families Combined = \$9,310.90

SUMMARY: Cost change (premiums) for same coverage to continue into 2023 has risen 12.14% from previous year (2022).

Annual SWMPC Health Insurance Waiver – 2023
2023 Waiver Options Cost Comparison

Below are the three options available for 2023 SWMPC Health Care Insurance Coverage.

Option #1: Exemption from 80/20 & Hard Cap (this is the option that the SWMPC has selected since 2012)

Option #2: 80/20 Cost Split – 80% borne by SWMPC, 20% borne by SWMPC staff.

Option #3: Hard Cap – SWMPC pays a maximum of \$5,500 for singles, \$15,000 for families.

OPTION #1

Existing Cost Share Option (Carry Over Same Cost Share from 2022)

Annual Costs

Premiums SWMPC =	\$109,496.18
(\$110,897.52 + 833.28 tax&fees) – (2%) =	\$109,496.18
Employee Share Premiums =	\$2,234.62
Health Savings Account SWMPC =	\$32,242.00
HSA Employee Share =	\$658.00

TOTAL SWMPC COSTS = \$141,738.18

TOTAL EMPLOYEE COSTS = \$2,892.62

OPTION #2

80/20 Option

Annual Costs

Premiums SWMPC =	\$89,384.64
Premiums Employee Share =	\$22,346.16
Health Savings Account SWMPC =	\$26,320.00
HSA Employee Share =	\$6,580.00

TOTAL SWMPC COSTS = \$115,704.64

TOTAL EMPLOYEE COSTS = \$28,926.16

OPTION #3

Hard Cap Option

Annual Costs

Premiums SWMPC = \$90,000.00

Premiums Employee Share = \$21,730.80

Health Savings Account SWMPC = \$0.00

HSA Employee Share = \$32,900.00

TOTAL SWMPC COSTS = \$90,000.00

TOTAL EMPLOYEE COSTS = \$54,630.80

SOUTHWEST MICHIGAN PLANNING COMMISSION

EMPLOYMENT AGREEMENT

This Employment Agreement (“Agreement”) is made and entered into by and between the Southwest Michigan Planning Commission (SWMPC), 376 W. Main Street, Benton Harbor, Michigan 49022, a Regional Planning Commission formed under Michigan Public Act 281 of 1945, and K. John Egelhaaf (hereinafter “DIRECTOR”). SWMPC and the DIRECTOR jointly desire that the DIRECTOR function as the Executive Director for SWMPC. Therefore, in consideration of the terms and conditions of this Agreement, the parties agree as follows:

1. Term of Agreement: The initial term of this Agreement shall be from this Agreement’s effective date of June 2, 2003 through December 31, 2023, unless terminated earlier as hereinafter provided. This Agreement shall thereafter be automatically renewed for regular periods of one year (12 months), provided neither party submits a notice of termination.
2. Description of Duties: The DIRECTOR agrees to perform the duties of Executive Director of SWMPC in accordance with the Job Description for the position as may be amended from time to time by a majority vote of the SWMPC. The current Executive Director Job Description is attached and incorporated herein as Attachment A. SWMPC will provide the DIRECTOR with office space, technical assistance, facilities, equipment and services suitable to carry out the duties of Executive Director as outlined in Attachment A.
3. Compensation and Benefits: SWMPC shall pay the DIRECTOR an annualized salary of \$ [REDACTED] per year. This compensation shall be paid in accordance with the regular payroll procedures of SWMPC. In addition, SWMPC will provide the DIRECTOR with those benefits afforded all full-time employees of the SWMPC as provided in the SWMPC Personnel Policies.

SWMPC shall reimburse the DIRECTOR for up to \$_____ for moving expenses incurred in the relocation of his family residence to southwestern Michigan.

SWMPC shall reimburse the DIRECTOR for reasonable and necessary business expenses of the Executive Director position that are submitted at month-end and approved by the Treasurer or Alternate Treasurer. SWMPC shall include such reimbursement in the payroll following month-end.

SWMPC shall review the performance and compensation for the DIRECTOR annually at the October SWMPC meeting of the year (“Review”). The Review shall be submitted for approval by the full board in December, and will be effective January 1 of the following year. As part of the Review process, the DIRECTOR shall provide a summary of accomplishments, as well as the following year’s preliminary budget information showing availability of resources.

4. Professional Development: Professional development is understood to benefit both SWMPC and the DIRECTOR. SWMPC agrees that the DIRECTOR shall participate in job-related development opportunities in Michigan and nearby Midwestern locations. Meetings, seminars, and conferences outside the Midwest, and/or that involve expenses of more than \$500, shall require

prior approval from the Chairman and Treasurer of SWMPC. In addition, the DIRECTOR shall provide a report to the SWMPC board regarding any seminars or conferences attended which are paid for by SWMPC.

5. Outside Activities: It is anticipated and agreed that the duties of the DIRECTOR will normally require substantially all of the DIRECTOR'S professional energy and attention. The DIRECTOR shall not pursue outside activities for compensation that may conflict or interfere with the performance of duties hereunder. Any actual or contemplated outside compensation shall be reported to the SWMPC board for their interpretation of conflict of interest and ultimate approval.
6. Termination: This agreement may be terminated as follows:
 - a. By mutual agreement of the parties, and under terms mutually agreed upon;
 - b. By the DIRECTOR giving thirty (30) days written notice to the SWMPC board, with compensation and benefits ceasing the last day worked;
 - c. By SWMPC at the will of the SWMPC for any reason, with or without cause, and at any time, provided the SWMPC gives DIRECTOR 60 days written notice and continues compensation through the date of termination. In the event of egregious or willful misconduct by DIRECTOR, SWMPC retains the right to terminate this Agreement without notice, subject to the binding arbitration provision set forth in Paragraph 9.
 - d. By SWMPC if the DIRECTOR is unable to perform his duties and responsibilities because of sickness, accident, injury, mental incapacity, or health for greater than three (3) consecutive months.
 - e. By death of the DIRECTOR.
 - f. By dissolution of the SWMPC, coupled with the discontinuation of its functions.
7. Assignment: This Agreement is personal to the DIRECTOR and cannot be assigned to any other person. Further, this Agreement is binding upon successors and assigns of SWMPC.
8. Other Provisions:
 - a. Governing Law: This Agreement is made and entered into in the State of Michigan, and the laws of the State of Michigan shall cover its validity and interpretation and the performance by the parties hereto and their respective duties and obligations.
 - b. Notice: Any notice to SWMPC under this Agreement shall be furnished in writing by the DIRECTOR to the Chairman of SWMPC at his/her address on file with the SWMPC office. Any notice to the DIRECTOR under this Agreement shall be furnished in writing by SWMPC to the DIRECTOR at his current home address on file with the SWMPC office. All such notices must be sent by certified mail with return receipt requested, or delivered in person by messenger.

- c. Indemnification: To the extent permitted under Michigan Law, SWMPC shall indemnify and hold harmless the DIRECTOR from any claims or legal action arising within the scope of his job as the Executive Director of SWMPC, with the exception of any claim or legal action arising out of an ultra vires action of the DIRECTOR.
 - d. Savings Clause: Should any valid Federal or State Law or determination of any administrative agency or Court of competent jurisdiction affect any provision of this Agreement, the provision or provisions to affected shall automatically be conformed to such law or determination, and the remaining provisions of this Agreement shall continue in full force and effect.
9. Remedy/Sanction for Breach of Contract: The parties shall have all legal rights and remedies in the event of a breach of this Agreement, not otherwise limited by the Agreement. The parties agree that disputes regarding termination without notice pursuant to Paragraph 6C will be subject to binding arbitration under the rules of the American Arbitration Association (AAA) before a mutually agreed upon arbitrator.
10. Amendment: This Agreement may be amended by the parties at any time, but such amendment must be in writing, signed by both parties, and notarized.
11. Entire Agreement: This Agreement refers to the SWMPC Personnel Policies and incorporates that document by reference (as amended from time to time), and along with Attachment A (as amended from time to time as provided under Paragraph 2) represents the entire Agreement between the parties. This Agreement supersedes any prior agreements, understandings, or representations, whether oral or written.
12. Conflict: In the event of a conflict between this Agreement and the SWMPC Personnel Policies, the terms of this Agreement shall prevail.
13. Effective Date of the Agreement: The effective date of this Agreement shall be June 2, 2003.

IN WITNESS WHEREOF, the undersigned execute this Agreement on the dates indicated below.

_____ Date: _____

K. John Egelhaaf

_____ Date: _____

Roseann Marchetti, Chair

JOB DESCRIPTION

Title: Executive Director

Status: Exempt

General Summary: Under the direction of the SWMPC Board, implements and administers the policies and procedures established by the SWMPC in accordance with the state and federal legislative requirements. Responsible for management, administration, and professional work in the development, coordination, and execution of programs and projects, as well as supervision of personnel and administration of finances for various federal, state and local programs.

Responsibilities:

1. Administers board directives and manages the daily operations of the SWMPC.
2. Directs the recruitment, selection, evaluation, and removal of SWMPC employees; and directly or through subordinates, supervises staff, assigns work activities, and manages salary adjustments.
3. Prepares all budgets for Board approval and monitors final budget to assure it is within fiscal limits.
4. Manages the development, administration, and technical research necessary to carry out programs.
5. Submits reports and recommendations to the Commission, other officials and the general public for review, comment, and/or approval.
6. Provides technical assistance to municipalities and the general public.
7. Meets with individuals and private and public organizations, and makes presentations as necessary.
8. Consults with various local, state or federal officials on program or project matters.
9. Organizes and maintains personnel and financial records of the SWMPC.
10. Oversees matters of employee administration relating to fringe benefits.
11. Directs the purchase of office equipment and systems including computers and software, computer peripherals, office furniture, copiers, and postage equipment.
12. Cultivates an understanding of issues on a regional, statewide, multi-state, and federal level that may impact the SWMPC.
13. Maintains his/her own professional qualifications through continuing education.
14. Cultivates new projects in response to observed needs throughout the southwest Michigan region.
15. Responds to the requests and needs voiced by the Commission.
16. Seeks to balance the need for high quality office resources with the lowest possible overhead

costs to maintain a suitably low indirect rate.

The above statements are intended to describe the general nature and level of work being performed by the person assigned this classification. They are not to be construed as an exhaustive list of all job duties performed by personnel so classified.

Employment Qualifications: Possession of a bachelor's degree in planning, landscape architecture, public administration, or a related field, plus seven or more years of agency or management experience (a master's degree may substitute for two years experience), with demonstrated knowledge of the principles, practices, and procedures of planning and agency management. Other combinations of education and experience, which could provide the necessary knowledge, skills and abilities to perform the job, should be considered.

Necessary Special Requirements: Possession of a valid Vehicle Operator's License.

7/2/07



RESOLUTION 2022-2

WHEREAS, John Egelhaaf was appointed Executive Director on June 2, 2003; and

WHEREAS, pursuant to policy, an annual performance evaluation was conducted in 2022; and

WHEREAS, it is the desire of this Board to amend the current employment agreement with Executive Director Egelhaaf to provide for a _____ percent pay increase effective January 1, 2023; and

WHEREAS, it is also the desire of this Board to extend the current employment agreement with Executive Director Egelhaaf by one additional year, thus making the new expiration date December 31, 2023.

NOW, THEREFORE, BE IT HEREBY RESOLVED that effective January 1, 2023, the annualized compensation paid to Executive Director Egelhaaf will be \$_____ and the employment agreement between Executive Director Egelhaaf and the Southwest Michigan Planning Commission is amended to reflect the new expiration date of December 31, 2023.

RESOLVED ON THIS TWENTIETH DAY OF DECEMBER 2022.

Roseann Marchetti, Chair

Date

Linda Preston, Secretary

Date

SOUTHWEST MICHIGAN PLANNING COMMISSION

2023

PROPOSED

MEETING SCHEDULE

COMMISSION MEETINGS

MONTH	DAY	TIME	Location
FEBRUARY	21	9:30 a.m.	Cass County Road Commission
APRIL	18	9:30 a.m.	Cass County Road Commission
JUNE	20	9:30 a.m.	Cass County Road Commission
AUGUST	15	9:30 a.m.	Cass County Road Commission
OCTOBER	17	9:30 a.m.	Cass County Road Commission
DECEMBER	19	9:30 a.m.	Cass County Road Commission