



AGENDA

FULL COMMISSION MEETING

Tuesday, December 19, 2023, 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 17, 2023 *
- c. Chairman's Report
- d. Treasurer's Report*

3. GRAHAM WOODHOUSE AWARD PRESENTATION

Chair Marchetti

Berrien County Trails Master Plan

4. WELCH LACKEY AWARD PRESENTATION

Chair Marchetti

2023 Award Recipient - Gail Patterson-Gladney

5. EXECUTIVE DIRECTOR'S REPORT *Accept

K. John Egelhaaf

6. 2020 ADJUSTED CENSUS URBAN BOUNDARIES (ACUB)

Dir. Egelhaaf

- *Niles Buchanan Cass Area Transportation Study (NATS) *Approve*
- *Twin Cities Area Transportation Study (TCATS) *Approve*

7. COOPERATIVE ACCORD FOR LAND USE AND TRANSPORTATION

PLANNING *Approve

Dir. Egelhaaf

Between the Northwestern Indiana Regional Planning Commission & SWMPC

8. 2024 HEALTH INSURANCE WAIVER CONSIDERATION

Dir. Egelhaaf

2011 Publicly Funded Health Insurance Contribution Act

9. EX. DIRECTOR EVALUATION

Chair Marchetti

Salary Consideration (Moved from October SWMPC Meeting)

10. RESOLUTION 2023-14 EXECUTIVE DIR. CONTRACT

Chair Marchetti

**Approve*

11. LEASE DISCUSSION

12. 2024 PROPOSED MEETING SCHEDULE * Approve

Chair Marchetti

13. PUBLIC COMMENT

14. PRIVILEGE OF THE FLOOR

15. ADJOURNMENT

****enclosures***

Next meeting will be held February 20, 2024 at the Van Buren County Conference Center

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.



Minutes

Southwest Michigan Planning Commission
FULL COMMISSION MEETING
Tuesday, October 17, 2023, 9:30 a.m.

Meeting Held in Person at Cass County Road Commission

MEMBERS PRESENT:

Marchetti, Roseann, Chair, Cass County Commissioner
Doroh, Kurt, Vice Chair, Van Buren County Commissioner
Preston, Linda, Secretary, Cass County Representative
Gundersen, Kristen, Alternate Secretary, Berrien County Representative
Remus, Richard, Treasurer, Berrien County Representative
Petersen, Jan, Alternate Treasurer, Van Buren County Representative
Catherman, Rick, Van Buren County Representative
Curran, Jim, Berrien County Commissioner
DeLong, Don, Cass County Representative
Dodd, James, Cass County Representative
Fette, Dan, Berrien County Representative
Freehling, Teri Sue, Berrien County Commissioner
Hanson, Sandra, Van Buren County Representative
Leary, Tina, Van Buren County Representative
Newton, Matthew, Van Buren County Representative
Pantaleo, Paul, Berrien County Representative
Patterson-Gladney, Gail, Van Buren County Commissioner
Stauffer, Dick, Berrien County Representative
Torzynski, Robert, Pokagon Band Representative
Tyler, Doug, Cass County Representative
Wuerfel, Julie, Berrien County Commissioner
Wood, Gary, Berrien County Representative

MEMBERS ABSENT:

Durm-Hiatt, Marge, Berrien County Representative

1. CALL TO ORDER

Chair Roseann Marchetti called the meeting to order at 9:31 a.m. and led those present in the Pledge of Allegiance. Office Manager, Maria Vettraino took roll call, and a quorum was present.

2. ACCEPTANCE AND/OR REVISION OF CONSENT AGENDA

Chair Roseann Marchetti presented the Consent Agenda. Dick Stauffer moved to **“ACCEPT THE CONSENT AGENDA.”** Linda Preston seconded the motion, which carried unanimously.

3. EXECUTIVE DIRECTOR'S REPORT

Director Egelhaaf announced Sarah Snoeyink will be leaving her position as an Ex. Officio Member of the Board. Kurt Doroh shared Zach Morris's recommendation of Katie Multhauf with Market Van Buren.

Chair Marchetti spoke on the Materials Management project and how it is likely the three counties will collaborate.

Dan Fette inquired about the Adjusted Census Urban Boundary (ACUB) meeting. Egelhaaf explained how locals can give input on boundaries and census changes, with Buchanan's boundary change being of note.

Julie Wuerfel asked about the EV Readiness Plan and Egelhaaf explained the purpose and goals of the project.

James Dodd moved to **"ACCEPT THE EXECUTIVE DIRECTOR'S REPORT."** Gail Patterson-Gladney seconded the motion, which carried unanimously.

4. EXECUTIVE DIRECTOR EVALUATION: AD HOC COMMITTEE REPORT

Kurt Doroh thanked those involved with the evaluation process and explained that process to the Board. Marchetti would like to set up a time to meet with Director Egelhaaf to discuss the evaluation findings before the sub-committee suggests a salary change. Doroh moved to create a motion to move the Executive Director salary discussion to the December meeting.

Kurt Doroh moved to **"ACCEPT MOTION TO MOVE EXECUTIVE DIRECTOR SALARY DISCUSSION TO DECEMBER MEETING."** Julie Wuerfel seconded the motion, which carried unanimously.

5. SWMPC ANNUAL AWARDS

Director Egelhaaf went over the Graham Woodhouse Award including the internal process, past recipients, nomination form, and submission deadline of November 13th. Egelhaaf then explained the Welch Lackey Award and announced this year's nomination of Gail Patterson-Gladney. He told the Board that ballots are due this Friday and can be sent to Office Manager, Maria Vettraino.

6. PLANNER PRESENTATION

EDA Recompete Grant & MI Infrastructure Council Tech Assistance Idea

Associate Planner, Zane Aldrich, presented the EDA Recompete Grant and MI Infrastructure Office (MIO) Technical Assistance ideas. He explained the Recompete Grant is a jobs program for economically distressed communities. Aldrich went over the Tri County Head Start program and how it has expanded facilities and created training programs for childcare workers.

Aldrich then shared the tasks involved with the Michigan Infrastructure Office Technical Assistance Program. He presented ten idea submissions that will be voted on by the Board. Members of the Board shared confusion with the submission deadline and what it was for. In conclusion, the submission deadline was extended. Director Egelhaaf created a new timeline: submission deadline extended to October 27th, SWMPC will share new submission list November 1st, and voting will close on November 8th.

7. PUBLIC COMMENT

None

8. PRIVILEGE OF THE FLOOR

Linda Preston shared that SWMPC's past employee, Jerrod Burdick has won the Robinson Scholarship through the Michigan Township Association to further his education.

Kurt Doroh shared that Van Buren County has voted to take \$950,000 of ARPA funds to work with ISD in reaching out to kids for mental health help.

9. ADJOURNMENT

James Dodd moved to adjourn the meeting. Sandra Hanson supported the motion. The Chair declared the meeting adjourned at 10:42 am.

Respectfully submitted by:



K. John Egelhaaf, AICP

Date: October 17, 2023

Southwest Michigan Planning Commission

Balance Sheet

As of November 30, 2023

	Total
ASSETS	
Current Assets	
Bank Accounts	
1010 Petty Cash	65.00
1020 Checking	477,638.83
1060 CD	82,180.68
Total Bank Accounts	\$ 559,884.51
Accounts Receivable	
1100 Accounts Receivable	27,818.02
1110 A/R Grants	0.00
Total Accounts Receivable	\$ 27,818.02
Other Current Assets	
1200 Other Receivable	0.00
1240 Undeposited Funds	2,455.51
1300 Prepaid Expenses	12,000.10
1499 Security Deposit - 376 W. Main	11,220.00
Met Life Stock	0.00
Repayment	
MISC DEDUCTION	0.00
Total Repayment	\$ 0.00
Total Other Current Assets	\$ 25,675.61
Total Current Assets	\$ 613,378.14
Fixed Assets	
1350 Furniture and Equipment	42,229.00
1360 Accumulated Depreciation	-42,499.00
1400 Right of Use Asset	128,332.01
1410 Right of Use Asset - Amortization	-64,741.60
Total Fixed Assets	\$ 63,320.41
Other Assets	
1250 Grants Receivable - Old	0.00
Total Other Assets	\$ 0.00
TOTAL ASSETS	\$ 676,698.55
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 Accounts Payable	-3,834.90
Total Accounts Payable	-\$ 3,834.90
Other Current Liabilities	
2010 Accounts Payable - Old	0.00
2250 Accrued Payroll	7,084.45

2400 Payroll Liabilities		3,988.53
2420 457b Payable		883.53
2430 Health Insurance		482.67
2438 HSA		-685.78
2440 Federal Withholding		0.00
2450 Medicare Payable		0.00
2460 FICA Payable		4,275.17
2480 State Withholding		1,935.05
2490 Michigan UIA Payable		134.40
2495 Benton Harbor withholding		172.55
457b Catch-Up		0.00
IN Income / Local Taxes		0.00
MISC		3.84
MISC DEDUCTION		31.46
Total 2400 Payroll Liabilities	\$	11,221.42
2500 RPI		0.00
Michigan Department of Treasury Payable		0.00
Total Other Current Liabilities	\$	18,305.87
Total Current Liabilities	\$	14,470.97
Long-Term Liabilities		
2260 Accrue Annual Leave		34,033.95
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
2600 Lease Liability		64,762.83
Total Long-Term Liabilities	\$	136,303.78
Total Liabilities	\$	150,774.75
Equity		
32000 Unrestricted Net Assets		372,398.90
Net Income		153,524.90
Total Equity	\$	525,923.80
TOTAL LIABILITIES AND EQUITY	\$	676,698.55

Southwest Michigan Planning Commission
Budget vs. Actuals: FY_2023 - FY23 P&L
January - November 2023

	Total			
	Actual	Budget	over Budget	% of Budget
Income				
4000 Federal Grant	540,498.64	1,029,942.52	-489,443.88	52.48%
4005 Pass Thru	268,337.72			
4010 State Grant	478,525.63	782,107.00	-303,581.37	61.18%
4020 County Contribution	59,112.00	59,112.00	0.00	100.00%
4030 Local Match	52,436.16	118,796.80	-66,360.64	44.14%
4040 Local Contract	252,491.99	150,683.00	101,808.99	167.57%
4050 Other Fee Income	2,647.00		2,647.00	
4100 Interest Income	1,300.17	2,250.00	-949.83	57.79%
Total Income	\$ 1,655,349.31	\$ 2,142,891.32	-\$ 487,542.01	77.25%
Gross Profit	\$ 1,655,349.31	\$ 2,142,891.32	-\$ 487,542.01	77.25%
Expenses				
6000 Direct Expenses				
6200 Salaries	354,130.51	383,306.75	-29,176.24	92.39%
6220 Payroll Taxes	27,091.01	29,262.42	-2,171.41	92.58%
6230 Pension Expenses	15,455.17	16,375.64	-920.47	94.38%
6240 Employee Insurance	101,094.95	116,940.76	-15,845.81	86.45%
6300 Mileage & Travel	7,769.17	10,634.00	-2,864.83	73.06%
6310 Meals	964.71	2,406.25	-1,441.54	40.09%
6315 Lodging	4,908.34	5,825.00	-916.66	84.26%
6330 Printing		375.00	-375.00	0.00%
6340 Postage	112.38	187.50	-75.12	59.94%
6410 Dues & Subscriptions	5,104.29	3,230.00	1,874.29	158.03%
6420 Supplies & Materials	7,749.40	3,548.75	4,200.65	218.37%
6430 Computer Services	5,569.18	8,592.50	-3,023.32	64.81%
6440 Advertising	50.00		50.00	
6500 Conferences & Training	5,123.82	5,020.00	103.82	102.07%
6550 Contractual Svcs-OffSite	662,000.24	1,136,085.00	-474,084.76	58.27%
6610 Equipment		2,035.00	-2,035.00	0.00%
6630 Equipment Maintenance		35.00	-35.00	0.00%
6715 Audit Services	600.00		600.00	
6720 Accounting Services	7,200.00	14,539.00	-7,339.00	49.52%
6950 General Commission Expenses	822.69	1,300.00	-477.31	63.28%
6960 Commissioner Mileage	2,849.38	1,700.00	1,149.38	167.61%
6970 Commissioner Per Diem	2,830.00	2,700.00	130.00	104.81%
6980 Bank Fees	931.74	800.00	131.74	116.47%
6990 Pass Thru	10,116.65		10,116.65	
Total 6000 Direct Expenses	\$ 1,222,473.63	\$ 1,744,898.57	-\$ 522,424.94	70.06%
7000 Indirect Expenses				
			0.00	
7200 Salaries-Indirect	98,947.79	135,433.72	-36,485.93	73.06%
7220 Payroll Taxes-Indirect	8,391.86	11,936.76	-3,544.90	70.30%

7230 Pension Expenses-Indirect	13,490.29	21,908.57	-8,418.28	61.58%
7240 Employee Insurance-Indirect	32,162.40	68,232.28	-36,069.88	47.14%
7300 Mileage & Travel-Indirect	119.21	291.07	-171.86	40.96%
7310 Meals-Indirect	163.99	351.37	-187.38	46.67%
7320 Telephone-Indirect	1,942.60	2,927.73	-985.13	66.35%
7340 Postage-Indirect	697.41	3,100.12	-2,402.71	22.50%
7410 Dues & Subscriptions-Indirect	692.10	3,643.11	-2,951.01	19.00%
7420 Supplies & Materials-Indirect	6,140.92	9,173.71	-3,032.79	66.94%
7430 Computer Services-Indirect	35,130.60	44,714.12	-9,583.52	78.57%
7440 Advertising-Indirect	75.00		75.00	
7520 Rent & Janitorial-Indirect	64,450.00	79,223.50	-14,773.50	81.35%
7540 Contract Srvs-OnSite-Indirect	77.38		77.38	
7550 Contract Srvs-OffSite-Indirect	982.62	4,720.20	-3,737.58	20.82%
7610 Equipment-Indirect	720.79	266.60	454.19	270.36%
7715 Audit Services-Indirect	2,500.00	4,985.33	-2,485.33	50.15%
7720 Accounting Services-Indirect	7,112.32		7,112.32	
7730 Insurance Corporate-Indirect	5,553.50	7,066.44	-1,512.94	78.59%
7980 Bank Fees-Indirect		2.33	-2.33	0.00%
Total 7000 Indirect Expenses	\$ 279,350.78	\$ 397,976.96	-\$ 118,626.18	70.19%
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	
Total 9000 Payroll Expenses	\$ 0.00	\$ 0.00	\$ 0.00	
Total Expenses	\$ 1,501,824.41	\$ 2,142,875.53	-\$ 641,051.12	70.08%
Net Operating Income	\$ 153,524.90	\$ 15.79	\$ 153,509.11	
Net Income	\$ 153,524.90	\$ 15.79	\$ 153,509.11	



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 11, 2023

RE: Staff Report for the Southwest Michigan Planning Commission December 19, 2023

Office/Administrative Updates

A. Conference Attendance

- a. Michigan Sustainability Conference (October 24-25)
 - i. Bekah Schrag Attended
- b. Strategic Leadership Council-Fall Summit (October 30)
 - i. John Egelhaaf Presenter & Attendee
- c. Michigan Broadband Summit (November 2-3)
 - i. John Egelhaaf Presenter & Attendee

B. SWMPC Staff Holiday Festivities

- a. Lunch (after SWMPC board meeting)
- b. Axe Throwing @ Lumberjax (What??!!)

Project Updates

A. Existing Project Developments

- a. Housing
 - i. State Housing Plan – Housing Ecosystem Workgroup
 1. Refine SW MI (7-county) regional goals, objectives, metrics
 - ii. Berrien County Housing Diagnosis Tool 2.0
 1. Completed in November
 - a. [Berrien County Housing Diagnosis Tool 2.0 \(arcgis.com\)](http://arcgis.com)
 - b. Latest updated Berrien housing data
 - c. Latest links to state & federal opportunities
 - d. Latest input from local industry experts
- b. Regional Adjusted Census Urban Boundary (ACUB)
 - i. Boundaries Modified and Approved
 1. Approvals from
 - a. Niles Buchanan Cass Area Transportation Study (NATS)
 - b. Twin Cities Area Transportation Study (TwinCATS)
- c. Materials Management
 - i. All Three County Commissions Have Formally Committed to Working Together
 1. Resolutions or BOC Meeting Minutes from Each
 2. Impressive Action on a Complicated Topic
 3. Next Step? EGLE Will Provide Specific Template for “Notice of Intent”
 - a. NOI will need to be drafted and passed by the three counties

SWMPC Staff Report – December 19, 2023

A.Existing Project Developments (continued)

d. SPARK Recreation Grant Assistance

- i. Round 3 Community Submissions**
 - 1. Benton Harbor
 - 2. Hartford

e.Regional Electric Vehicle Readiness Plan

- i. RFP Draft Preparation for Consultant Search**
- ii. Public Outreach & Engagement Surveys in Draft Stage**

f.Michigan Infrastructure Office (MIO) Project/Idea Technical Assistance

- i. Top Three Idea Survey Results**
 - 1. Expanded Trail System
 - 2. Lodge/New Road @ TK Lawless Park
 - 3. Regional Clearinghouse for Home Improvement Needs
- ii. MIO Request for SWMPC to Help Guide Their TA Process**
 - 1. SWMPC Reviewed/Critiqued Draft of MIO Guidance for the State
 - 2. Two Meetings w/MIO Director & Staff
 - 3. Project Submissions will be Invited in “Windows” of Opportunity
 - 1. Window 1-Consolidated Rail Infrastructure (CRISI), Rebuilding American Infrastructure w/Sustainability & Equity (RAISE), Railroad Crossing Elimination Grant Program
 - a. Dec 15-Jan 8

g. Broadband

- i. Statewide Work Group for BEAD Service Challenge**
 - 1. Help to develop a simple way for households to verify substandard service
 - 2. Households who have been refused service (simple way to submit evidence)
 - 3. Automated tests for speed & latency (install browser extension plug-in)
 - 4. Help design communication strategies to reach households across the state

h. Statewide Mobility Management Strategy Assistance by SWMPC to MDOT

- i. State Solicited SWMPC’s Help w/How to Execute & Distribute Mobility Management Assistance for People to Utilize Public Transportation**
 - 1. SWMPC Editing/Critiquing Final Draft of Statewide Plan

i. Palisades Nuclear Economic Recovery Strategy

- i. In Final Phase of Action Strategy Development**
 - 1. Goals, Objectives, Projects Being Defined
- ii. Exploration of Opportunity for Significant Expansion to Regional Energy Sector “Energy Driven Economy”**
 - 1. Consultation w/Nuclear Energy Experts (US Dept of Energy, UofM Nuclear Engineering & Radiology, Center for Sustainable Systems, Good Energy Collaborative)
 - 2. Hydrogen Power Experts – Capitalization on Hydrogen Hub Designation

j. Hydro Cassopolis

- i. Attendance at Ribbon Cutting for New Industrial Resident**
 - 1. Aluminum Ingots from Recycled Product



RESOLUTION 2023-12

RESOLUTION OF SUPPORT FOR THE 2020 ADJUSTED CENSUS URBAN BOUNDARIES AND THE METROPOLITAN PLANNING AREA FOR THE NILES-BUCHANAN-CASS AREA TRANSPORTATION STUDY

Whereas, the Southwest Michigan Planning Commission (SWMPC) is the designated governing body for the Niles-Buchanan-Cass Area Transportation Study (NATS), which is the Metropolitan Planning Organization (MPO) for the Buchanan Urban Area, Michigan portion of the South Bend Urban Area, and the Michigan portion of the Elkhart Urban Area; and

Whereas, section 101(a) of Title 23, United States Code, states that the boundary locations for urban and urbanized areas shall be fixed by responsible state and local officials in cooperation with each other; and

Whereas, the provisions of Section 101(a) of Title 23, United States Code, have been complied with in the establishment of the Adjusted Census Urban Boundary (ACUB) for the Buchanan Urban Area, Elkhart Urban Area, and the South Bend Urban Area; and

Whereas, the boundaries of a metropolitan planning area (MPA) shall be determined by agreement between the MPO and the Governor; and

Whereas, at a minimum, the Metropolitan Planning Area (MPA) boundary shall encompass the entire urbanized area (as defined by the Bureau of the Census) plus the contiguous area expected to become urbanized within a 20-year forecast period for the metropolitan transportation plan; and

6a.

Whereas, no changes to the NATS MPA are deemed necessary based on the proposed 2020 ACUB;

Now, therefore, be it resolved that the Southwest Michigan Planning Commission Board supports the 2020 Adjusted Census Urban Boundary (ACUB) adjustments for the Buchanan Urban Area, Elkhart Urban Area, and the South Bend Urban Area;

Be it Further Resolved the Southwest Michigan Planning Commission Board expresses its support for maintaining the existing NATS Metropolitan Planning Area boundaries.

RESOLVED ON THIS NINETEENTH DAY OF DECEMBER, 2023.

Roseann Marchetti, Chair

Date

Linda Preston, Secretary

Date



RESOLUTION 2023-13

RESOLUTION OF SUPPORT FOR THE 2020 ADJUSTED CENSUS URBAN BOUNDARIES AND THE METROPOLITAN PLANNING AREA FOR THE TWIN CITIES AREA TRANSPORTATION STUDY

Whereas, the Southwest Michigan Planning Commission (SWMPC) is the designated governing body for the Twin Cities Area Transportation Study (TwinCATS), which is the Metropolitan Planning Organization (MPO) for the Benton Harbor – St. Joseph Urban Area and for the Michigan portion of the Michigan City Urban Area; and

Whereas, section 101(a) of Title 23, United States Code, states that the boundary locations for urban and urbanized areas shall be fixed by responsible state and local officials in cooperation with each other; and

Whereas, the provisions of Section 101(a) of Title 23, United States Code, have been complied with in the establishment of the Adjusted Census Urban Boundary (ACUB) for the Benton Harbor – St. Joseph Urban Area and for the Michigan City Urban Area; and

Whereas, the boundaries of a metropolitan planning area (MPA) shall be determined by agreement between the MPO and the Governor; and

Whereas, at a minimum, the Metropolitan Planning Area (MPA) boundary shall encompass the entire urbanized area (as defined by the Bureau of the Census) plus the contiguous area expected to become urbanized within a 20-year forecast period for the metropolitan transportation plan; and

Whereas, The City of New Buffalo, New Buffalo Township, and Chikaming Township will be added to the TwinCATS MPA;

Now, therefore, be it resolved that the Southwest Michigan Planning Commission Board supports the 2020 Adjusted Census Urban Boundary (ACUB) adjustments for the Benton Harbor – St. Joseph Urban Area and for the Michigan portion of the Michigan City, Indiana Urban Area;

Be it Further Resolved that the Southwest Michigan Planning Commission board expresses its support for adding The City of New Buffalo, New Buffalo Township, and Chikaming Township to the TwinCATS Metropolitan Planning Area.

RESOLVED ON THIS NINETEENTH DAY OF DECEMBER, 2023.

Roseann Marchetti, Chair

Date

Linda Preston, Secretary

Date

**A COOPERATIVE ACCORD FOR COORDINATION OF
LAND USE AND TRANSPORTATION PLANNING
IN THE MICHIGAN PORTION OF THE
MICHIGAN CITY-LA PORTE, IN-MI URBAN AREA
BETWEEN THE**

**NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION
AND THE
SOUTHWEST MICHIGAN PLANNING COMMISSION**

This Cooperative Accord is made by and among the Northwestern Indiana Regional Planning Commission, hereafter referred to as “NIRPC”, and the Southwest Michigan Planning Commission, hereafter referred to as “SWMPC.”

WHEREAS, NIRPC and SWMPC actively coordinate land use and transportation planning and transportation project development along the border between the States of Indiana and Michigan in their respective jurisdictions; and

WHEREAS, NIRPC and SWMPC coordinate planning activities and carry out such activities cooperatively so that principal metropolitan area planning products reflect consistency with best practices and with broader bi-state goals; and

WHEREAS, The Michigan City-La Porte, IN-MI urban area (UA) established by Census 2020 extends into Berrien County, Michigan along Lake Michigan and must be serviced by a metropolitan planning organization (MPO). The Michigan portion of the UA is 8.81 square miles with a population of 4,054 (Census 2020). The UA is also designated air quality non-attainment and must have a cooperative process (organizational and technical) to demonstrate air quality conformity; and

WHEREAS, the Michigan portion of the Michigan City-La Porte, IN-MI UA is part of the SWMPC MPO’s Benton Harbor/St. Joseph transportation planning area (known as TwinCATS study area) for purposes of achieving coordinated land use-transportation-air quality management planning in the State of Michigan; and

WHEREAS, per 23 CFR 450.308 a metropolitan planning area boundary shall be established to service the area likely to become urbanized within the 20-year forecast period, and

WHEREAS, the existing regional transportation planning processes in both Indiana and Michigan are fully adequate to meet all of the Federal planning requirements that may attach to the UZA.

IT IS HEREBY AGREED, that NIRPC is and remains responsible for metropolitan area transportation planning within its three-county planning area boundary in Indiana, including all responsibilities of an MPO; and SWMPC assumes all the MPO responsibilities of the Michigan portion of the Michigan City-La Porte, IN-MI UA; and

FURTHERMORE, that NIRPC and SWMPC hereby agree to continue to actively coordinate planning and related public notification and involvement activities and development of

products, including annual work programs, transportation plans, air quality related information, and transportation improvement programs, for their respective planning jurisdictions (keeping an example list of coordination activities on file), thereby fully meeting the Federal planning requirements for both states and the MPO planning area boundaries; and

FURTHERMORE, this coordination will be achieved by periodic meetings of the regional planning agency Executive Directors, and subsequent interagency staff meetings as called for by the Executive Directors. In addition, each agency shall have a representative on the other agency's transportation committee; and

FURTHERMORE, that NIRPC and SWMPC hereby agree to provide notification to each other of planning activities, project developments, and related events and activities that may have a significant bearing upon the outcome of land use and transportation system development in the UA; and

FURTHERMORE, any conflicts that may arise between the MPOs will be resolved by the executive directors of the two agencies; in the event that conflicts remain unresolved, a temporary, four-member bi-state commission made up of two officers appointed by each of the chairs of the boards from both MPOs will resolve the conflict.

IN WITNESS WHEREOF, the parties hereto have caused this accord to be executed by their proper officers and representatives.

Richard Hardaway
Chairman, Northwestern Indiana Regional
Planning Commission

Date

Roseann Marchetti
Chair, Southwest Michigan Planning Commission

Date

Annual SWMPC Health Insurance Waiver – 2023 (for FY 2024)

Waiver Background

MICHIGAN PUBLICLY FUNDED HEALTH INSURANCE CONTRIBUTION ACT

In 2011 the Michigan Legislature passed the Publicly Funded Health Insurance Contribution Act that considers an employers expenditures for employee medical benefit **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.

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 2024 Budget

The anticipation for the 2024 budget is 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 – 2024
2023 Health Insurance Coverage Cost Comparison

Coverage from 2023 “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 = \$7,780.05

SUMMARY: Cost change (premiums) for same coverage to continue into 2024 has risen 9.07% from previous year (2023).

- But, individuals covered by our insurance will change from 2023 to 2024. One dependent has “aged out,” (>26 yrs old). One employee has graduated to Medicare (>65 yrs old). Two new employees have hired on but one took insurance (covered as a single), the second elected to not take insurance.
- Sum total = premiums reduced from 2023 by \$523.16 per month.

Annual SWMPC Health Insurance Waiver – 2024
2024 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 2023)

Annual Costs

Premiums SWMPC =	\$91,493.39
(\$92,705.28 + 655.32 tax&fees) – (2%) = \$91,493.39	
Employee Share Premiums =	\$1,867.21
Health Savings Account SWMPC =	\$23,030
HSA Employee Share =	\$470.00

TOTAL SWMPC COSTS = \$114,523.39

TOTAL EMPLOYEE COSTS = \$2,337.21

OPTION #2

80/20 Option

Annual Costs

Premiums SWMPC =	\$74,688.48
Premiums Employee Share =	\$18,672.12
Health Savings Account SWMPC =	\$18,800.00
HSA Employee Share =	\$4,700.00

TOTAL SWMPC COSTS = \$93,488.48 (down 18.4%)

TOTAL EMPLOYEE COSTS = \$23,372.12 (Up 1000%)

OPTION #3

Hard Cap Option

Annual Costs

Premiums SWMPC = \$70,375.92

Premiums Employee Share = \$22,984.68

Health Savings Account SWMPC = \$0.00

HSA Employee Share = \$23,500.00

TOTAL SWMPC COSTS = \$70,375.92 (Down 24.7%)

TOTAL EMPLOYEE COSTS = \$46,484.68 (Up 1989%)

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, 2024, 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 \$_____ 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.

K. John Egelhaaf

Date: _____

Roseann Marchetti, Chair

Date: _____



RESOLUTION 2023-14

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

WHEREAS, pursuant to policy, an annual performance evaluation was conducted in 2023; and

WHEREAS, it is the desire of this Board to amend the current employment agreement with Executive Director Egelhaaf to provide for a [REDACTED] percent pay increase effective January 1, 2024; 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, 2024.

NOW, THEREFORE, BE IT HEREBY RESOLVED that effective January 1, 2024, the annualized compensation paid to Executive Director Egelhaaf will be \$ [REDACTED] 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, 2024.

RESOLVED ON THIS NINETEENTH DAY OF DECEMBER 2023.

Roseann Marchetti, Chair

Date

Linda Preston, Secretary

Date

SOUTHWEST MICHIGAN PLANNING COMMISSION

2024

PROPOSED

MEETING SCHEDULE

COMMISSION MEETINGS

MONTH	DAY	TIME	Location
FEBRUARY	20	9:30 a.m.	Van Buren ISD Conference Center
APRIL	16	9:30 a.m.	Van Buren ISD Conference Center
JUNE	18	9:30 a.m.	Van Buren ISD Conference Center
AUGUST	20	9:30 a.m.	Van Buren ISD Conference Center
OCTOBER	15	9:30 a.m.	Van Buren ISD Conference Center
DECEMBER	17	9:30 a.m.	Van Buren ISD Conference Center