

**HARBOR Area  
OPEN SPACE ADVISORY COMMITTEE**

**Formed under the  
Urban Cooperation Act**

**between**

**\_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ Townships**

This agreement is entered into this \_\_\_ day of \_\_\_\_, \_\_\_\_ by \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_ Townships (collectively referred to herein as "HARBOR Area"), all in Emmet County, Michigan. By this agreement, \_\_\_\_\_ Township, agrees to cooperate in its efforts to preserve natural resource and agricultural lands within its boundaries and form an Open Space Advisory Committee in furtherance of this purpose.

**ARTICLE ONE – PURPOSE**

The HARBOR Area is a desirable place to live, work and visit in large part because of the existence of natural resource lands, including wetlands, woodlands, dunes, bluffs and ecological corridors, and agricultural lands, including dairy, livestock and crops from fields, nurseries and greenhouses, that jointly contribute to open space. The purpose of this program is to enhance open space by protecting large parcels, greenways, important views and waterfront parcels through the preservation of important natural resource and agricultural lands.

*A. Aesthetic and Practical Benefits for Land Purchase:* Natural resource lands and agricultural lands have aesthetic as well as practical benefits for citizens. The purchase of natural resource lands and agricultural lands can be used to protect fragile, environmentally sensitive, economically threatened, or important view lands or lands that are otherwise important to a larger open space system.

*B. Important Attributes:* Natural resource and agricultural lands contribute significantly to the open space system. These lands enhance the rural character, scenic beauty, cultural heritage, hunting, and other recreational opportunities. Environmental benefits include watershed protection and wild life habitat protection. By enhancing open space, the overall quality of life is improved.

*C. The extent of development and land loss.* Because of the natural resources and rural character, the HARBOR Area has become a desirable place to live. The population has continued to increase dramatically. As the population increases and people move out into rural areas, large parcels are converted to residential and other developed uses. There has also been a corresponding increase in residential parcels and loss of open space. Generally, large parcels have a greater market value for future residential development than for farming and natural open space.

*D. The impact of natural resource land loss.* Land with environmentally sensitive features, such as wetlands, Lake Michigan frontage, critical dunes and steep slopes or that are part of ecological corridors, or serve threatened or endangered species are irreplaceable resources. When such land is converted to more developed uses, those special characteristics which are critical community resources, are impacted, often negatively.

*E. The impact of agricultural land loss.* Land suitable for farming is an irreplaceable resource with soil and topographic characteristics that have been enhanced by generations of agricultural use. When such land is converted to residential or other more developed uses that do not require those special characteristics, a critical community resource is permanently lost. Residential development in agricultural areas also makes farming more difficult by increasing conflict over farming practices and increased trespass, liability exposure and property damage. Because agricultural land is an invaluable economic, natural and aesthetic resource, the HARBOR Area should make an effort to maintain agricultural land in a substantially undeveloped state to ensure the long-term viability of agriculture and to create a long-term business environment.

## **ARTICLE TWO – DEFINITIONS**

**Governmental Agencies:** City or Township

**Open Space Advisory Committee:** The HARBOR Area Open Space Advisory Committee.

## **ARTICLE THREE – OPEN SPACE ADVISORY COMMITTEE**

**Formation of Committee.** If more than three Townships participate in the program, then the Committee will consist of one voting member and one alternate member from each participating township, one voting member from the City of Harbor Springs, one non-voting member from the Little Traverse Conservancy and one non-voting member from the Harbor Area Regional Board of Resources, Inc. If three or less Townships participate in the program, then the Committee will consist of two voting members and one alternate member from each participating Township, one voting member from the City of Harbor Springs, one non-voting member from the Little Traverse Conservancy and one non-voting member from the Harbor Area Regional Board of Resources, Inc. Appointees from each participating township shall include at least one planning commission or zoning board member of that township.

**Terms of Committee Members.** Members of the Committee shall be appointed for a period of three years. Any member may be removed by his/her appointing agency for good cause as determined by the appointing Board. Members may be reappointed to successive terms.

**Conduct of Committee Business.** The Committee shall meet at least quarterly. The Committee may meet more frequently as needed. Committee meetings shall be called and convened in compliance with the Open Meetings Act. The Committee shall elect a Chair, a

Vice-Chair and a Secretary from its membership to serve for one-year terms that can be renewed.

The Committee shall adopt rules of procedure to govern the conduct of meetings held for the transaction of Committee business.

The Committee Chair shall be elected at the January meeting and shall preside over Committee meetings.

The Vice-Chair will carry out the duties of the Chair in the event the Chair is absent and/or unable to carry out his/her duties and responsibilities. The Vice-Chair will also perform such duties as may be designated by the Chair.

The Secretary will ensure that minutes of all meetings are taken, maintained and distributed to all committee members.

In the absence of both the Chair and the Vice-Chair the meeting will be conducted by the Secretary.

**Quorum and Majority.** The Committee shall not take action except at a properly convened meeting in compliance with the Open Meetings Act, at which a quorum is present. Unless otherwise indicated in this agreement, action is to be taken by the affirmative vote of at least a majority of the members present. Each Committee member shall have one vote. Proxy voting is not permitted. Alternate members will serve in place of absent members from the respective Township and will be informed of all meetings of the Committee.

**Minutes.** Minutes shall be kept by the secretary and distributed to each member along with the agenda three days in advance of the Committee meeting.

**Compensation.** Committee members shall not be compensated for their service on the Committee, but may be reimbursed for expenses actually incurred in the performance of their duties.

**Committee Powers.** The Committee shall perform all functions expressly granted to it by the Townships. These shall include, but not be limited to, the following items:

- (1) The Committee shall recommend to the Townships changes in the selection criteria and scoring system to be used by the Committee to consider and select applications for the Natural Resource and Agricultural Land Program. In recommending changes to the selection criteria the Committee shall give due consideration to the Standards and Guidelines promulgated by the Michigan Agricultural Preservation Fund Board for the award of matching funds for the purchase of development rights.

- (2) The Committee shall submit any amendments to the selection criteria and scoring system to the Townships for adoption. The selection criteria and scoring system must be approved by 2/3<sup>rd</sup> vote of the Committee in order to be considered by Township Boards. Prior to implementation by the Committee, the selection criteria and scoring system must be adopted by resolution of each Township Board.
- (3) The Committee shall follow the procedures set forth in each township's ordinance for the acceptance and review of application submitted for participation in the program.
- (4) Working within the procedures specified in each township's ordinance, the Committee shall recommend to the Townships: The Open Space Advisory Committee shall score the parcel based on the priorities in each township ordinance, consider how the application impacts the broader HARBOR Area region and give an advisory opinion on the following issues: (1) what score results from application of criteria in the Ordinance, (2) is the parcel a good candidate for the Michigan Agricultural Preservation Fund, (3) will purchase of the property, either fee simple or property interest, have a substantial regional impact and (4) should the property be considered for fee simple purchase for the benefit of the region by Emmet County or another joint entity.
- (5) The Committee shall prepare and submit applications for grants available to local governments from the Michigan Department of Agriculture via PA 2000, No. 262(MCL 324.36201 et seq.)(Agricultural Preservation Fund) for the purchase of development rights on those parcels recommended to, and approved by the Townships. The Committee shall also assist in the preparation and submission of grant applications to the United States Department of Agriculture Farmland Protection program.
- (6) The Committee shall maintain a roster of State Certified Appraiser(s) from which the Townships shall choose to prepare appraisals of the parcels approved for purchase by the respective townships.
- (7) The Committee shall assist the individual townships in working cooperatively with other entities, such as land conservancies, to participate jointly in the acquisition of development rights.
- (8) The Committee shall assist the individual townships in working cooperatively with other entities, such as a legally established non-profit and conservancy or other entity that to assist in the process of negotiating easements and establishing both the baseline studies and procedures for monitoring of any development rights easements acquired by the Township.
- (9) The Committee shall assist the individual townships in making any and all required reports to granting agencies concerning the monitoring of all acquired development rights easements.
- (10) The Committee shall not have the authority to bind, commit or encumber funds of the Townships.

- (11) The Committee shall prepare and submit an annual report to each participating township on the activities of the Committee during the prior year, and present such report to each township board during the board's regular meeting as the board sees fit.

**Powers Expressly Reserved by Townships.** The townships specifically reserve the powers and functions delineated below.

- (1) The Townships shall each maintain in effect a Natural Resource and Agricultural Land Ordinance that authorizes the purchase, monitoring and enforcement of development rights on parcels located within their respective Townships and authorized fee simple purchase of parcels located within their respective Townships, and permits them to cooperate in a coordinated effort for preserving open space in the HARBOR Area.
- (2) Each township shall adopt, through its Natural Resource and Agricultural Land Ordinance, a set of procedures for the processing of applications submitted for participation in program, including but not limited to application forms, deadlines, timetables and other procedures as the Committee considers necessary. The procedures shall be as uniform as practicable between all Townships.
- (3) The Townships shall submit any proposed amendments to their Ordinances to the Committee for review and comment as to whether the changes will have a significant impact on the protection of open space within the township or will materially affect the Committee's ability to work in a coordinated manner to apply for grant funding. The Committee's comments shall be advisory only.
- (4) The Townships shall each review and act on the selection criteria and scoring system submitted by the Committee. Adoption of the selection criteria and scoring system shall be by resolution of each Township Board. If any Township Board disagrees with the selection criteria and scoring system as recommended by the Committee the Board shall submit a list of objections to the Committee and to each of the Townships that are a party to this agreement. The Committee and objecting Township Board(s) shall attempt in good faith to resolve any disagreements concerning the proposed selection criteria and scoring system.
- (5) The townships shall each approve or disapprove the purchase of development rights or purchase fee simple on those parcels located within their respective borders recommended by the Committee based on the selection criteria and scoring system utilized by the Committee. Such decisions shall be at the sole discretion of the Township Board within which the parcel is located. A recommendation to purchase made by the Committee does not create in the landowner any rights to have the recommended parcel purchased nor any rights to the receipt of any other type of compensation.

- (6) The Townships may individually or jointly work cooperatively with other entities, such as land conservancies, to participate jointly in the acquisition of open space.
- (7) The Townships may individually or jointly contract with a recognized and legally established non-profit land conservancy or other entity that would assist in the process of negotiating easements and establishing both the baseline studies and the procedures for monitoring of any development rights easements acquired by the Township.
- (8) The Townships shall provide for monitoring of all acquired development rights easements and make any and all required reports to granting agencies.

## **ARTICLE SIX – MISCELLANEOUS**

**Extent of Agreement.** This agreement constitutes the complete expression of the agreement between the HARBOR Area Governmental Agencies.

**Severability.** This agreement shall be interpreted under Michigan law. If any portion is to be held illegal, invalid, or unenforceable, the remainder of the Agreement shall be deemed severable and shall remain in full force and effect.

**Dispute Resolution Procedure.** To the extent that participating Governmental Agencies have disputes among themselves regarding the operation of this Agreement, the following procedures shall be used: An attempt shall be made to resolve the dispute by a meeting of the Committee. If the matter is not resolved to the satisfaction of all parties, then there shall be a meeting between the township boards and the Committee. The parties may seek the assistance of an outside mediator or facilitator to assist in the conduct of any meeting called for the purpose of dispute resolution. No township may submit its written notice of intent to withdraw from this Agreement until it complies with this dispute resolution procedure. The dispute resolution procedure may be waived in whole or in part by resolutions adopted by the boards of two-thirds of the participating townships.

**Duration.** This agreement shall continue in force indefinitely; provided, however, that any township that is party to this Agreement, upon giving six-month written notice to the other parties, may withdraw from this Agreement. The Agreement will remain in full force and effect as to the other (non-withdrawing) townships; provided, however, that if at any point three or more townships withdraw then the Agreement shall be terminated as to all Townships. Upon withdrawal, the members appointed by the withdrawing township shall be removed from the Committee.

**Amendments.** Amendments to this Agreement must be in writing with prior approval by all parties.

Approved:

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

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