

Richmond Township

Macomb Agricultural

Purchase of Development Rights

Urban Cooperation Act Agreement

Armada Township

Bruce Township

Lenox Township

Ray Township

Richmond Township

URBAN COOPERATION ACT AGREEMENT

Armada Township
Bruce Township
Lenox Township
Ray Township
Richmond Township

This agreement is entered into this 19th day of June, 2003 by Armada Township, Bruce Township, Lenox Township, Ray Township and Richmond Township (collectively referred to herein as "Townships"), all in Macomb County, Michigan. By this agreement the Townships, pursuant to M.C.L. 124.501 et. seq. (Urban Cooperation Act) and M.C.L. 125.301(3) (Township Zoning Act), agree to cooperate in their efforts to preserve agricultural lands within their boundaries and form the Macomb Agricultural Purchase of Development Rights Selection Committee in furtherance of this purpose.

ARTICLE ONE – PURPOSE

The Townships have experienced significant population increases and a significant loss of prime agricultural lands as a result of increasing urbanization from metropolitan Detroit. A recent report prepared by the Macomb Agricultural Purchase of Development Rights Committee (2001) documents population changes and the contributions agriculture makes to the Townships' economic base. It is the goal of the Townships to take proactive, cooperative steps to (1) protect the local agricultural economy; (2) reduce premature disinvestments in agricultural operations; (3) protect prime agricultural lands; (4) reduce land use conflicts between neighbors; and (5) retain natural environmental systems. Through this Urban Cooperation Act Agreement the Townships agree to cooperate to achieve this goal through (1) the application of consistent land use regulations designed to promote the preservation of agricultural lands; (2) cooperation and coordination in seeking grants to fund purchase of development rights (PDR) programs; and (3) coordination of the distribution of grant funds received for this purpose.

ARTICLE TWO – DEFINITIONS

Committee: The Macomb Agricultural Purchase of Development Rights Selection Committee.

Townships: Armada Township, Bruce Township, Lenox Township, Ray Township and Richmond Township collectively, all in Macomb County, Michigan. If one or more of the aforementioned parties withdraws from this agreement, then "Townships" shall refer to the remaining non-withdrawing parties.

**ARTICLE THREE – MACOMB AGRICULTURAL PURCHASE OF
DEVELOPMENT RIGHTS SELECTION COMMITTEE**

Formation of Committee. The Committee shall consist of two representatives from each participating township, the MSU Macomb County Extension Director or his/her designee, and may also include, at the discretion of the Macomb County Board of Commissioners, two members appointed by the chairperson of the Board of Commissioners. Appointees from each participating township shall consist of one member from active agriculture and considered to be essential to the farm as defined in Section 36110(5) of NREPA. At least one of the appointed members from each participating township shall be a board member or planning commission member of that township.

Terms of Committee Members. For each participating township one member of the Committee shall be appointed for an initial term of two years, and the second member shall be appointed for a term of three years. Subsequent terms of all members shall be for a period of three years. Any member may be removed by his/her appointing township for good cause as determined by the appointing township. 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, a Secretary and a Treasurer 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.

The Treasurer shall be responsible for the review of the finances of the Committee and the presentation of the monthly revenue and expenditure reports of the Committee.

In the absence of both the Chair and the Vice-Chair the meeting will be conducted by the Secretary; and in the absence of all three, the Treasurer shall conduct the meeting.

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 Committee members appointed and serving. Each Committee member shall have one vote. Proxy voting is not permitted.

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 develop and recommend to the Townships selection criteria and a scoring system to be used by the Committee to consider and select applications for purchase of development rights. In developing the selection criteria the Committee shall give due consideration to Standards and Guidelines promulgated by the Michigan Agricultural Preservation Fund Board for the award of matching funds for the purchase of development rights. The criteria shall place a priority on the purchase of development rights of farmland that meets one or more of the following:
 - a. Farmland that has a productive capacity suited for the production of feed, food, and fiber, including but not limited to nursery stock operations and the raising of horses;
 - b. Farmland that would complement and is part of a documented, long-range effort or plan for farmland preservation;
 - c. Farmland that is located within an area that complements other land protection efforts by creating a block of farmland that is protected;
 - d. Farmland for which matching funds have been provided by either the landowner or another source;
 - e. Farmland that is under development pressure;
 - f. Other criteria as may be deemed appropriate by the Committee.
- (2) The Committee shall submit the initial selection criteria and scoring system, and any subsequent amendments, to the Townships for adoption. The initial selection criteria and scoring system must be approved by 2/3rd vote of the Committee in order to be considered by the Boards of the Townships. 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 purchase of development rights ordinance for the acceptance and review of applications submitted for participation in the Macomb PDR program.

- (4) Working within the procedures specified in each township's purchase of development rights ordinance, the Committee shall recommend to the Townships those parcels from which development rights are to be purchased. The recommendations shall be based on the selection criteria and scoring system described in subparagraphs (1) and (2) above, and shall be ranked in priority order using the outcome of the scoring system for each submitted parcel regardless of the location of the parcel or the township through which the application was filed. A recommendation to purchase made by the Committee does not create in the landowner any rights to have the recommended parcel purchased under the Macomb PDR program nor any rights to the receipt of any other type of compensation.
- (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 may apply for, receive, and administer grants, gifts, bequests, or assistance funds that may be used to cover operational expenses of the Committee.
- (7) The Committee may apply for, receive, and administer grants, gifts, bequests, or assistance funds that may be applied as matching funds for the purchase of development rights on parcels for which applications have been received, scored and approved. Matching funds acquired by the Committee for this purpose shall be applied in the manner set forth in the scoring criteria as adopted by each of the townships in the manner set forth in subsection (2) above.
- (8) The Committee may contract for grant-writing assistance and financial accounting assistance.
- (9) 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.
- (10) The Committee shall assist the individual townships in working cooperatively with other entities, such as land conservancies, to participate jointly in the acquisition of farmland development rights.
- (11) The Committee shall assist the individual townships in working cooperatively with other entities, such as a legally established non-profit land conservancy or other entity that to 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.
- (12) 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.

- (13) The Committee may acquire, manage, own, use, operate, maintain, lease or sell personal property necessary to carry out its duties as outlined in this agreement.
- (14) The Committee shall not have the authority to bind, commit or encumber funds of the Townships.
- (15) 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.

~~A~~ 2 Powers Expressly Reserved by Townships. The Townships specifically reserve the powers and functions delineated below:

- (1) The Townships shall each maintain in effect a purchase of development rights ordinance that authorizes the purchase, monitoring and enforcement of development rights on parcels located within their respective Townships, and permits them to cooperate in a coordinated effort for preserving farmland in the participating Townships.
- (2) Each township shall adopt, through its purchase of development rights ordinance, a set of procedures for the processing of applications submitted for participation in the Macomb PDR 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 purchase of development rights ordinances to the Committee for review and comment as to whether the changes will have a significant impact on the protection of agricultural lands within the township or will materially affect the Committee's ability to work in a coordinated manner to apply for, or receive grant funding. The Committee's comments shall be advisory only.
- (4) The Townships shall individually or jointly develop and adopt comprehensive land use plan(s) that address, in part, the protection and preservation of agricultural lands, and meets the standard set forth in MCL 324.36203(2)(b). The plans and any amendments thereto shall be submitted to the Committee for review and comment as to whether the amendments will have a significant impact on the protection of agricultural lands within the township or will materially affect the Committee's ability to work in a coordinated manner to apply for, or receive grant funding. The Committee's comments shall be advisory only.
- (5) 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.

- (6) The Townships shall each approve or disapprove the purchase of development rights 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 under the PDR program nor any rights to the receipt of any other type of compensation.
- (7) The Townships may individually or jointly work cooperatively with other entities, such as land conservancies, to participate jointly in the acquisition of farmland development rights.
- (8) 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.
- (9) The Townships shall provide for monitoring of all acquired development rights easements and make any and all required reports to granting agencies.

ARTICLE FOUR – FINANCES

Committee Budget. The Committee shall prepare an annual operating budget for its operation. The proposed budget shall be submitted to the board of each participating township by October 15 for approval. The Townships Boards may each accept, amend or reject the budget. If any Township amends or rejects the budget 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 budget using the dispute resolution process outlined under Article Six below.

Funding Obligations. Except as outlined under “Financial Services” below, each participating township shall be responsible for funding one-fourth of the annual operating budget of the committee.

Reporting. The Secretary of the Committee shall make a full and complete report of all financial transactions to each Township within ten days after each Committee meeting.

Financial Services. _____ Township shall provide accounting and auditing services to the Committee, including the preparation of all disbursements approved by the Committee in accordance with the terms of this agreement. _____ Township shall create trust and agency accounts for the collection and disbursement of Committee operational funds and for the collection and disbursement of grant funds to be used as matching funds for development rights purchases. The disbursement of funds from these accounts shall be at the direction of the Committee, and not the _____ Township Board. The Committee's financial records shall be included in _____ Township's annual audit. In consideration of the financial services provided by _____ Township under this provision, _____ Township's obligation toward the Committee's operating budget, as outlined under "Funding Obligations" above, shall be waived for as long as _____ Township provides these services.

ARTICLE FIVE – INSURANCE AND LIABILITY

Insurance and Liability. The Committee shall maintain liability insurance in such amounts as the Committee shall determine. No Township shall be held liable for any act or omission which is solely attributable to the Committee. The Committee shall indemnify and hold harmless the Townships from any liability resulting from any act or omission of the Committee relating to its duties under this Agreement. Each Township shall indemnify and hold harmless the Committee and the other Townships for any liability stemming from any action taken by that Township.

ARTICLE SIX - MISCELLANEOUS

Extent of Agreement. This Agreement constitutes the complete expression of the agreement between the Townships.

Severability. This Agreement shall be interpreted under Michigan law. If any portion is held to be 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 Townships 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.

Termination, Distribution of Assets. Any township withdrawing from this Agreement shall be responsible for its proportionate share of the liabilities of the group. The withdrawing township shall be entitled to receipt of any funds contributed by the withdrawing township for payment of the operating expenses of the Committee, but shall not be entitled to any grant monies applied for and received by the Committee, nor any funds committed by the withdrawing township for use in purchasing development rights. If this Agreement is terminated as to all Townships, each township shall be entitled to receipt of any funds it contributed for payment of the operating expenses of the Committee. Any grant monies applied for and received by the Committee shall be distributed equally between the Townships. Any liabilities incurred by the committee shall be the equal responsibility of all Townships.

County Participation. The inclusion of representatives of Macomb County on the Committee shall not be interpreted as creating any rights by Macomb County to any assets held, nor responsibility for any liabilities incurred by the Townships or the Committee under the terms of this Agreement, neither during the duration of the agreement nor upon its termination.

Amendments. Amendments to this Agreement must be in writing with prior approval by all parties, utilizing the process as described in M.C.L. 124.501 et. seq.

Approved:

Monica Job Date 6-19-03 Richard V. Schocke Date 6-19-03
Monica Job Gary C. Schocke
Armada Township Supervisor Bruce Township Supervisor

John P. Gardner Date 8/19/03 Charles Bohm Date 6/19/03
John Gardner Charles Bohm
Lenox Township Supervisor Ray Township Supervisor

Gordon Fuerstenau Date 6-19-03 Sharon Jusko Date 6/19/03
Gordon Fuerstenau Sharon Jusko
Richmond Township Supervisor Richmond Township Clerk