

**AGREEMENT
CATHOLIC CHURCH HORSESHOE LAKE DRAIN**

THIS AGREEMENT, made and entered into this _____ day of _____ 2017, by and between the Catholic Church Horseshoe Lake Drain Drainage District (“Drainage District”), a public corporation, by and through the Washtenaw County Water Resources Commissioner (“Commissioner”), whose address is 705 N. Zeeb Rd., Ann Arbor, MI 48103, Northfield Township, a public corporation, whose address is 8350 Main Street, Whitmore Lake, MI 48189 (“Township”), and the Washtenaw County Road Commission, whose address is 555 N. Zeeb Rd., Ann Arbor, MI 48103 (“Road Commission”).

WITNESSETH:

WHEREAS, the Catholic Church Horseshoe Lake Drain (“Drain”) is a county drain established pursuant to Act 40 of the Public Acts of 1956 (“Drain Code”), as amended; and

WHEREAS, the Road Commission and Township have requested that certain work be performed on the Drain (“Work”), with proposed plans of the Work prepared by the Drainage District depicted in the attached Exhibit A (“Work Plans”); and

WHEREAS, the Road Commission and Township have agreed to pay for all costs relating to the Work performed on the Drain by the Drainage District.

NOW THEREFORE, the parties agree as follows:

1. The Work will be performed consistent with best management practices, including for soil erosion and sedimentation control. The Drainage District shall perform the inspections of the Work during construction. The contractor utilized by the Drainage District to perform the Work shall meet the Road Commission’s insurance requirements.
2. The Drainage District has the permission of the Road Commission to perform the Work within any affected road right-of-way.
3. The Road Commission and the Township shall pay all related costs incurred by the Drainage District, including all engineering, inspection, easement acquisition, recording, permitting, legal and administrative expenses and costs attendant to this Agreement.
4. The Township shall pay 33 1/3% of the total cost, and the Road Commission shall pay 66 2/3%. Payment of the Township’s and the Road Commission’s share of the total costs of the Work shall be due to the Drainage District upon receipt of invoices.
In the event that the Road Commission and/or the Township request in writing that the total costs be paid over more than one year, the date each payment is

due, the amount of each payment, and the total amount of interest to be paid by the Road Commission and/or the Township is outlined in Exhibit B (“Payment Schedule”).)

5. Each party hereto represents and warrants to the other that it has full power and authority to enter into this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

WASHTENAW COUNTY ROAD COMMISSION

By: Roy Townsend
Its: Managing Director

NORTHFIELD TOWNSHIP

By: Marlene Chockley
Its: Supervisor

**CATHOLIC CHURCH HORSESHOE LAKE DRAIN
DRAINAGE DISTRICT**

Evan N. Pratt
Washtenaw County Water Resources Commissioner

STATE OF MICHIGAN)
)ss.
COUNTY OF)

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared Roy Townsend on behalf of the Washtenaw County Road Commission, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

_____) Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

STATE OF MICHIGAN)
)ss.
COUNTY OF)

On this _____ day of _____, 2017, before me, a Notary Public, personally appeared Marlene Chockley on behalf of Northfield Township, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

_____) Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

STATE OF MICHIGAN)
)ss.
COUNTY OF MONROE)

On this _____ day of _____, 2017, before me, a Notary Public in and for said County, personally appeared Evan N. Pratt, Washtenaw County Water Resources Commissioner, on behalf of the Catholic Church Horseshoe Lake Drain Drainage District, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be his free act and deed.

_____) Notary Public
State of Michigan, County of _____
My Commission Expires: _____
Acting in the County of _____

**RESOLUTION FOR
425 AGREEMENT FOR IMPROVEMENT OF A DRAIN
NORTHFIELD TOWNSHIP**

CATHOLIC CHURCH HORSESHOE LAKE DRAIN

At a meeting of the Northfield Township Board, held in Washtenaw County, State of Michigan on the ____ day of _____, 20____, at _____ a.m./p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and seconded by _____
_____.

WHEREAS, the Township requests the improvement of a drain, located in Washtenaw County, pursuant to Chapter 18 of Public Act 40 of 1956, as amended; and

WHEREAS, the Township has determined that the improvement of the drain is necessary for the public health in the Township; and

WHEREAS, the Township will be liable for 1/3 of the cost relating to the Work performed on the Drain by the Drainage District.

NOW, THEREFORE BE IT RESOLVED THAT, the Township Board does authorize the filing of a 425 Agreement for improvement of the drain.

BE IT FURTHER RESOLVED THAT the Supervisor is authorized to execute the agreement for improvement of the drain.

BE IT FURTHER RESOLVED that the Clerk shall forward to the Washtenaw County Water Resources Commissioner a copy of this Resolution for the 425 Agreement for improvement of the drain.

NORTHFIELD TOWNSHIP

Dated: _____

By: Marlene Chockley
Its: Supervisor

**RESOLUTION AUTHORIZING THE WATER RESOURCES
COMMISSIONER TO EXCEED THE STATUORY SPENDING AND
ASSESSMENT LIMIT OF TWENTY FIVE THOUSAND DOLLARS
(\$25,000.00) PER YEAR FOR THE MAINTENANCE AND REPAIR OF
THE CATHOLIC CHURCH HORSESHOE LAKE DRAIN.**

WHEREAS, the Catholic Church Horseshoe Lake Drain is a drain located in the municipality of _____, which drain was constructed in accordance with the Drain Code of 1956; and

WHEREAS, the Water Resources Commissioner is entrusted with the responsibility of ensuring proper maintenance and repairs are made to said drain; and

WHEREAS, the Water Resources Commissioner, pursuant to statute, has inspected the drain which inspection revealed that repair work is necessary inasmuch as said inspection identified _____; and

WHEREAS, the Water Resources Commissioner of Washtenaw County has estimated that the repair of the drain will be approximately \$ _____; and

WHEREAS, pursuant to the Drain Code of 1956, the Water Resources Commissioner cannot exceed the statutory spending limit of \$25,000 for the maintenance and repair of the drain unless approved by a resolution of the Township Board; and

WHEREAS, the Water Resources Commissioner has requested the Township Board to pass such resolution authoring the office of the Water Resources Commissioner to exceed the statutory spending limit allowed on the Catholic Church Horseshoe Lake Drain, to wit: \$ _____ per year, so as to allow repair of said drain.

NOW THEREFORE, BE IT RESOLVED, that the Northfield Township Board of Trustees for the municipality of Northfield Township hereby approved and authorizes the office of the Water Resources Commissioner to exceed the statutory spending limit of \$25,000 per year for the repair of the Catholic Church Horseshoe Lake Drain in the exceeded amount of \$ _____.

Yeas:
Nays:
Abstain:
Absent:

Resolution No.

I, the undersigned, being duly qualified and acting Clerk of Northfield Township, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Township Board for the Township of Northfield at a regular meeting held on the ____ day of _____, 20__ and that notice of said meeting was given in accordance with the Open Meetings Act.

_____, Clerk
Northfield Township

Date