

**AGREEMENT BETWEEN MALLETTS CREEK DRAIN DRAINAGE DISTRICT
AND THE CITY OF ANN ARBOR TO ADVANCE FUNDS**

The parties to this agreement, the Malletts Creek Drain Drainage Board (“Drainage Board”), on behalf of the Malletts Creek Drain Drainage District (“Drainage District”), 705 N. Zeeb Rd., Ann Arbor, Michigan 48103 and the City of Ann Arbor (“Ann Arbor”), 301 E. Huron Street, Ann Arbor, Michigan 48107, agree as follows:

I Purposes and Background

- A. The purpose of this agreement is to evaluate and identify opportunities for conveyance and storm water improvements in the Malletts Creek Drain Drainage District in the Churchill Downs and Lansdowne sub-watershed areas that may be necessary or appropriate to provide, improve and restore storm water management and water quality protection functions within the Drainage District. Potential opportunities may include but are not limited to detention, pipe upsizing, green infrastructure (low impact development) to improve overland flow issues beyond the delineated floodplain in the upper reach of the Northwest Branch of Malletts Creek.
- B. The parties agree that the estimated costs for the required scope of services are in the range of \$200,000.00.
- C. Under the Drain Code of 1956, more particularly MCL 280.479, a public corporation may advance monies for the payment of any part of the cost of a project, in which event it shall be reimbursed by the Drainage District, with or without interest as may be agreed, when funds are available therefore.
- D. Section 497 of the Drain Code allows the Drainage Board to contract with public corporations for use of surplus construction funds after completion of a project to alleviate drainage problems in their respective jurisdictions, with payments made on a *pro rata* basis.
- E. Under MCL 280.471 the Drainage District may contract with any public corporation in respect to any matter connected with the construction, operation, maintenance, use or services of any drain.
- F. The parties desire to avail themselves of the authorities granted through the Drain Code to enter into an arrangement to accomplish the services generally described in this agreement.

II. Drainage District/Ann Arbor Obligations

- A. The Drainage Board shall be responsible for performing directly or retaining all necessary consultants to perform the services required by this agreement.
- B. The Drainage Board shall consult with Ann Arbor, and shall develop a more particularized scope of services to guide the consultants in the exact work to be performed, and shall provide to Ann Arbor the proposed scope with a reasonable time for review and comment prior to engaging any consultant.
- C. The Drainage Board shall provide within the scope of services for any consultant that interim reports shall be prepared and presented to Ann Arbor for its consideration.

- D. The Drainage Board shall be responsible to evaluate the reports prepared by the consultants and make recommendations to Ann Arbor.
- E. Ann Arbor and the Drainage Board agree to utilize Ann Arbor's *pro rata* share of any surplus funds from other drains as provided by Section 479 to pay for the cost of the study.
- F. Ann Arbor agrees to pay for any remaining costs with funds previously provided by Ann Arbor to the Drainage District.
- G. The Drainage Board agrees that at the conclusion of the study after all costs have been accounted it will include the costs in the computation of costs in any project that it may undertake which implements any recommendation within the study.
- H. The Drainage Board shall evaluate findings and recommendations of consultants and confer with Ann Arbor regarding potential implementation of those recommendations. In the event that, as a result of the study and report, that a project is pursued on the Malletts Creek Drain, pursuant to the Michigan Drain Code, that the Drainage District shall apply the portion of the monies advanced under this Agreement, which is representative of the percentages assessable against the County of Washtenaw and the Michigan Department of Transportation (where applicable), against any assessment which may be levied against Ann Arbor and credit same accordingly.

MALLETTS CREEK DRAIN DRAINAGE DISTRICT

Janis A. Bobrin, Chairperson
Malletts Creek Drain Drainage Board

CITY OF ANN ARBOR

By: Steven D. Powers
Its: City Administrator