

STATUTORY DRAINAGE BOARD AGENDA
Washtenaw County
200 N Main, Rm 0103, Ann Arbor, Michigan
Monday, July 18, 2022, 12:00 p.m.

I. CALL TO ORDER

II. VARIOUS CHAPTER TWENTY DRAINS

A. Public Participation

B. Approval of Minutes of the Regular meeting of June 21, 2022 -
Attachment A - Page 1 (ACTION REQUIRED)

C. Monthly Financial Summary – June 2022
Attachment B—Page 3 (NO ACTION REQUIRED)

III. CLAIMS

A. Claims \$2500.00 and Under – June 2022
Attachment C—Page 4 (RECEIVE AND FILE)

B. Claims \$2500.00 and Over – June 2022
Attachment C—Page 4 (RECEIVE AND FILE)

IV. ACTION AND DISCUSSION ITEMS

A. Resolution to enter into a service contract between Ypsilanti Township #1 Consolidated Drain Drainage District with Michigan Hardscape LLC for construction of the “2020 Packard Rain Garden Project” **Attachment D—Page 5** (ACTION REQUIRED)

B. 425 Agreement with Ypsilanti Township to add a branch and make improvements to the Ypsilanti Township #1 Consolidated Drain Drainage District for the “2020 Packard Rain Garden Project” **Attachment E—Page 6** (ACTION REQUIRED)

C. 425 Agreement with Ypsilanti Township to add a branch and make improvements to the Willow Run Extension #1 and Branches Drain Drainage District for the “Community Center Park Rain Garden Project” **Attachment F—Page 13** (ACTION REQUIRED)

D. 425 Agreement with Ypsilanti Township to add a branch and make improvements to the North Ford Lake Consolidated Drain Drainage District for the “Loonfeather Park Rain Garden Project” **Attachment G—Page 20** (ACTION REQUIRED)

Next Month's Meeting
August 15, 2022, 12:00 p.m.
200 N Main, Rm 0103, Ann Arbor, Michigan

- E. 425 Agreement with Ypsilanti Township to add a branch and make improvements to the Ypsilanti Township #7 Drain Drainage District for the "Harris Road Rain Garden Project"
Attachment H—Page 27

(ACTION REQUIRED)

Update: Various Chapter 20 Drains

(NO ACTION REQUIRED)

IV. ADJOURNMENT

**Next Month's Meeting
August 15, 2022, 12:00 p.m.
200 N Main, Rm 0103, Ann Arbor, Michigan**

**COUNTY OF WASHTENAW
STATUTORY DRAINAGE BOARD FOR
THE VARIOUS CHAPTER TWENTY DRAINS**

Minutes of a Meeting Held on June 21, 2022

A regular meeting of the Statutory Drainage Board for the various Chapter 20 Drainage Districts was at 200 N. Main, Rm 0103, Ann Arbor, Michigan at 1:00 pm.

MEMBERS PRESENT: Evan Pratt, Chair, Water Resources Commissioner
Sue Shink, County Commissioner

MEMBERS ABSENT: Justin Hodge, County Commissioner

OTHERS PRESENT: Mallory Walczesky, GIS and Special Assessment Supervisor

CALL TO ORDER:

Water Resources Commissioner Evan Pratt called the meeting to order at 1:11 p.m.

PUBLIC PARTICIPATION:

No members of the public were present.

APPROVAL OF MINUTES:

Shink, supported by Pratt, moved to approve the minutes of the regular meeting of April 18, 2022.

Vote: Yeas -2; Nays - 0; Absent - 1

Shink, yes; Pratt, yes.

Motion carried.

MONTHLY FINANCIAL SUMMARY:

The Board received the financial summaries for April and May 2022.

CLAIMS:

The Board received and filed the claims under \$2,500 and over \$2,500 from April and May 2022.

ACTION AND DISCUSSION ITEMS:

Shink, supported by Pratt, motioned to approve the consent agenda, approving resolutions to enter into annual service contracts between various Chapter 20 drain drainage districts and various vendors to allow for prompt service delivery for non-bid work under \$10,000.00.

Vendors include:

- Appel Environmental Design
- Arbor Valley Tree Service
- Bostwick Company
- Corby Energy Services Inc.
- Creating Sustainable Solutions

County of Washtenaw
 Statutory Drainage Board
 Minutes of June 21, 2022
 Page 2

- Insite Deign Studio
- J Sebastian Trucking & Excavating Inc.
- John's Urban Timber Inc.
- Kempf Construction & Landscaping LLC
- Little House Landscaping dba Feral Flora
- Metro Environmental Services Inc.
- Michigan Power Rodding
- Plantwise LLC
- PPM Landscape Contractors
- Roto Rooter Sewer & Drain Cleaning Services
- Saladino Construction Company
- Trapper GR

Vote: Yeas -2; Nays - 0; Absent - 1

Shink, yes; Pratt, yes.

Motion carried.

Shink, supported by Pratt, motioned to approve a meeting time change for July and August 2022, moving the meeting time from 1:00 pm to 12:00 pm (noon).

Vote: Yeas -2; Nays - 0; Absent - 1

Shink, yes; Pratt, yes.

Motion carried.

UPDATES ON VARIOUS CHAPTER 20 DRAINS

None

ADJOURNMENT:

There, being no further business, on motion duly made, seconded, and unanimously adopted, the meeting was adjourned at 1:25 p.m.

 Evan Pratt, Chair

Upon motion by _____ supported by _____, the minutes of the above meeting were approved at a meeting held on July 18, 2022.

 Evan Pratt, Chair

FUND	DRAIN	JUNE 2022 ONLY	FY 2022 YTD COST	Five year Ave Annual Spending
8801	Beyer Relief	\$ 4,575.33	\$ 181,022.60	\$ 110,901.39
8814	North Ford Lake CONSOL	\$ 2,570.47	\$ 173,216.72	\$ 51,152.25
8826	Upper Paint Creek	\$ 7,644.56	\$ 154,345.73	\$ 34,127.16
8816	Malletts Creek	\$ 5,792.53	\$ 122,815.04	\$ 92,728.77
8822	Swift Run	\$ 8,487.64	\$ 104,838.72	\$ 18,722.37
8800	Allen Creek and Branches	\$ 405.48	\$ 59,557.48	\$ 47,661.00
8804	County Farm	\$ 44,382.98	\$ 49,286.04	\$ 6,044.91
8827	Westlawn	\$ 26,915.45	\$ 34,691.04	\$ 1,156.55
8851	Ypsilanti Twp #01 Consolidated	\$ 4,522.11	\$ 16,558.18	\$ 7,887.33
8838	Ypsilanti Township #07	\$ 2,783.16	\$ 15,649.01	\$ 14,313.31
8844	Ypsilanti Township #11	\$ 13.99	\$ 14,043.29	\$ 2,017.41
8825	Traver Creek	\$ -	\$ 12,852.91	\$ 5,060.71
8864	Millers Creek Ann Arbor	\$ 208.00	\$ 8,916.17	\$ -
8831	Willow Run Ext 1 & Brnchs	\$ 552.48	\$ 6,309.76	\$ 4,384.64
8836	Ypsilanti Township #05	\$ -	\$ 6,237.10	\$ 649.32
8830	Willow Run	\$ -	\$ 5,674.35	\$ 4,164.41
8845	Ypsilanti Township #12	\$ -	\$ 5,614.29	\$ 1,267.10
8829	Whittaker-Textile	\$ 1,550.01	\$ 5,069.00	\$ 5,387.97
8832	Ypsilanti Township #01	\$ -	\$ 4,886.15	\$ 5,230.38
8808	Garden Homes	\$ -	\$ 4,613.91	\$ 10,455.83
8865	Benz Creek	\$ 1,150.90	\$ 4,496.90	\$ -
8835	Ypsilanti Township #04	\$ 102.05	\$ 3,403.27	\$ 10,841.51
8806	Ellsworth Road	\$ 1,776.69	\$ 2,382.08	\$ 599.33
8802	Carpenter Road	\$ 352.54	\$ 2,217.70	\$ 9,130.38
8841	Ypsilanti Township #09	\$ -	\$ 2,140.71	\$ 1,504.42
8812	N Branch of Stoney Crk Ext	\$ 39.34	\$ 1,010.13	\$ 416.11
8828	Whittaker Road	\$ -	\$ 885.47	\$ 1,351.95
8837	Ypsilanti Township #06	\$ -	\$ 707.86	\$ 2,132.11
8811	Jewell Road	\$ -	\$ 546.98	\$ 23.00
8846	Ypsilanti Township #13	\$ -	\$ 471.85	\$ 4,896.07
8847	Ypsilanti Township #13 Ext	\$ -	\$ 471.85	\$ 3,089.49
8848	Ypsilanti Township #14	\$ -	\$ 471.85	\$ 2,160.94
8810	Hamilton Tile	\$ -	\$ 235.93	\$ 2,168.08
8833	Ypsilanti Township #02	\$ -	\$ 213.57	\$ 2,516.46
8842	Ypsilanti Township #09 Ext	\$ -	\$ 39.34	\$ 373.87
8805	East Branch of Big Marsh 20	\$ -	\$ -	\$ 1,175.64
8809	Gault Village	\$ -	\$ -	\$ 49.97
8815	North Whittaker Road #1	\$ -	\$ -	\$ 1,902.20
8817	Rawsonville Road	\$ -	\$ -	\$ 785.48
8823	Swift Run Extension	\$ -	\$ -	\$ 119.06
8834	Ypsilanti Township #03	\$ -	\$ -	\$ 2,447.35
8839	Ypsilanti Township #07 Ext	\$ -	\$ -	\$ 98.30
8840	Ypsilanti Township #08	\$ -	\$ -	\$ 5,130.99
8843	Ypsilanti Township #10	\$ -	\$ -	\$ 1,940.96
8852	Ypsilanti Twp #02 Consolidated	\$ -	\$ -	\$ 4,036.25
8859	Michigan Ave East Central	\$ -	\$ -	\$ -
		\$ 113,825.71	\$ 1,005,892.98	\$ 482,202.75

FUND	DRAIN	CH	COST	INV_DATE	GL_DATE	VENDOR	DESCRIPTION
8800	Allen Creek and Branches	M20	\$ 59.40	6/28/2022	6/30/2022	Best Block	fill sand
8802	Carpenter Road	M20	\$ 250.00	6/7/2022	6/24/2022	PlantWise	RG Maint 6/1/22
8804	County Farm	M20	\$ 11.00	6/24/2022	6/30/2022	Dexter Mill	straw bale
8804	County Farm	M20	\$ 28.20	6/22/2022	6/30/2022	Lowes Home Centers, Inc.	supplies
8804	County Farm	M20	\$ 498.00	6/28/2022	6/30/2022	Rhino Seeds & Landscape Suppli	erosion mat/ryegrass
8806	Ellsworth Road	M20	\$ 8.10	6/22/2022	6/30/2022	Lowes Home Centers, Inc.	supplies
8814	North Ford Lake CONSOL	M20	\$ 57.60	6/11/2022	6/30/2022	WeCare Denali	yard waste
8816	Malletts Creek	M20	\$ 400.00	6/14/2022	6/22/2022	PlantWise	Mary Beth Maint 6/9
8822	Swift Run	M20	\$ 54.48	6/10/2022	6/22/2022	Lowes Home Centers, Inc.	supplies
8822	Swift Run	M20	\$ 425.75	6/14/2022	6/30/2022	Rhino Seeds & Landscape Suppli	erosion mat
8822	Swift Run	M20	\$ 2,450.00	6/26/2022	6/30/2022	J. Sebastian Trucking and Exca	level spoil
8826	Upper Paint Creek	M20	\$ 19.10	5/31/2022	6/7/2022	Lowes Home Centers, Inc.	supplies
8826	Upper Paint Creek	M20	\$ 41.27	6/9/2022	6/22/2022	Lowes Home Centers, Inc.	supplies
8831	Willow Run Ext 1 & Brnchs	M20	\$ 175.00	6/14/2022	6/22/2022	PlantWise	Ypsi Skate Park Maint 6/9
8831	Willow Run Ext 1 & Brnchs	M20	\$ 190.95	5/10/2022	6/7/2022	CC Payment	SUPPLIES
8838	Ypsilanti Township #07	M20	\$ 1,733.00	6/23/2022	6/30/2022	Feral Flora	Harris Rd RG- May/June
8844	Ypsilanti Township #11	M20	\$ 13.99	6/6/2022	6/22/2022	ypsilanti community utilities	Water usage - May 2022
8860	Equipment Revolving Fund	REQ	\$ 6.63	6/23/2022	6/30/2022	Lowes Home Centers, Inc.	supplies
8860	Equipment Revolving Fund	REQ	\$ 9.99	6/21/2022	6/22/2022	Weingartz	supplies
8860	Equipment Revolving Fund	REQ	\$ 13.99	6/29/2022	6/30/2022	Weingartz	fuel pump
8860	Equipment Revolving Fund	REQ	\$ 31.98	6/17/2022	6/30/2022	Tractor supply	supplies
8860	Equipment Revolving Fund	REQ	\$ 43.67	5/31/2022	6/7/2022	Lowes Home Centers, Inc.	supplies
8860	Equipment Revolving Fund	REQ	\$ 46.47	6/21/2022	6/22/2022	Weingartz	supplies
8860	Equipment Revolving Fund	REQ	\$ 52.99	6/23/2022	6/30/2022	Tractor supply	supplies
8860	Equipment Revolving Fund	REQ	\$ 53.02	6/14/2022	6/22/2022	Tractor supply	supplies
8860	Equipment Revolving Fund	REQ	\$ 168.05	5/26/2022	6/7/2022	Lowes Home Centers, Inc.	supplies
8860	Equipment Revolving Fund	REQ	\$ 314.78	5/4/2022	6/7/2022	Burnips Equipment Co	supplies
8860	Equipment Revolving Fund	REQ	\$ 1,065.00	6/1/2022	6/30/2022	City of Ann Arbor Treasurer	2nd Quarter (2022)
8860	Equipment Revolving Fund	REQ	\$ 1,137.00	6/10/2022	6/22/2022	Jack Doheny, Inc	Vyper repairs
8860	Equipment Revolving Fund	REQ	\$ 2,169.49	6/30/2022	6/30/2022	Burnips Equipment Co	mower repairs
8864	Millers Creek Ann Arbor	M20	\$ 77.76	5/6/2022	6/7/2022	CC Payment	SUPPLIES
8864	Millers Creek Ann Arbor	M20	\$ 208.00	6/25/2022	6/30/2022	Appel Environmental Design	Vegetation ck, etc
8865	Benz Creek	M20	\$ 980.00	6/1/2022	6/8/2022	PlantWise	Huron Hills Golf - 5/26
SUBTOTAL			\$ 12,794.66				

CLAIMS OVER \$2,500

ATTACHMENT C-2

FUND	DRAIN	CH	COST	INV_DATE	GL_DATE	VENDOR	DESCRIPTION
8801	Beyer Relief	M20	\$ 3,300.00	6/28/2022	6/30/2022	J. Sebastian Trucking and Exca	Excavator, blockages
8804	County Farm	M20	\$ 36,738.84	6/30/2022	6/30/2022	J. Sebastian Trucking and Exca	plywood stone rip rap
8826	Upper Paint Creek	M20	\$ 3,800.00	6/25/2022	6/30/2022	Kempf	Services
8827	Westlawn	M20	\$ 23,789.60	6/27/2022	6/27/2022	J. Sebastian Trucking and Exca	asphalt stone concrete
8844	Ypsilanti Township #11	M20	\$ 2,635.00	5/26/2022	6/7/2022	Metro Environmental Services	video inspec, pressure jet, etc
8851	Ypsilanti Twp #01 Consolidated	M20	\$ 3,775.00	6/14/2022	6/30/2022	PPM Landscaping Contractor, Inc	Tree removal/stump grinding
SUBTOTAL			\$ 74,038.44				

GRAND TOTAL \$ 86,833.10

A RESOLUTION TO ENTER INTO A SERVICE CONTRACT BETWEEN YPSILANTI TOWNSHIP #1
CONSOLIDATED DRAIN DRAINAGE DISTRICT AND MICHIGAN HARDSCAPE LLC FOR
CONSTRUCTION OF A RAIN GARDEN AT 2020 PACKARD ROAD

WASHTENAW COUNTY STATUTORY DRAINAGE BOARD
JULY 18, 2022

WHEREAS, the Drainage Board (the "Board") for the Ypsilanti Township #1 Consolidated Drain Drainage District (the "District") has designated the area to be served by the drain and has issued its Final Order of Determination; and,

WHEREAS, rain gardens pre-treat stormwater runoff and encourage infiltration; and,

WHEREAS, the Board has received an estimate of the cost of said work in the amount of forty-five thousand eight hundred seventy-two dollars (\$45,872.00).

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Statutory Drainage Board hereby authorizes its Chair to sign documents necessary to enter into a contract between the Ypsilanti Township #1 Consolidated Drain Drainage District and Michigan Hardscape LLC.; the amount of the contract not to forty-five thousand eight hundred seventy-two dollars (\$45,872.00).

_____ supported by _____, moved to approve the contract between Ypsilanti Township #1 Consolidated Drain Drainage District and Michigan Hardscape LLC.

Vote: Yeas - 3; Nays - 0; Absent - 0;
Motion _____

CERTIFICATION

On this _____ day of July 2022, Mallory K. Walczesky, recording secretary to the Statutory Drainage Board and GIS and Special Assessment Supervisor to the Water Resources Commissioner, hereby certifies that the above resolution was approved by said Board and the minutes of said meeting are on file in the Water Resources Commissioner's Office.

Mallory Walczesky

On this _____ day of July 2022, before me, a Notary Public in and for said County, personally appeared Mallory Walczesky, recording secretary for the Statutory Drainage Board and GIS and Special Assessment Supervisor to the Water Resources Commissioner, to me known to be the same person described in and who executed the within instrument, who then severally acknowledged the same to be her free act and deed.

Kristi Thiel, Notary Public
Wayne County, Michigan
Acting in Washtenaw County
My Commission Expires September 13, 2025

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON, JR.



Charter Township of Ypsilanti

ATTACHMENT E

Clerk's Office

7200 S. Huron River
Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

June 22, 2022

Evan Pratt
Water Resource Commissioner
705 N. Zeeb Rd.
PO Box 8645
Ann Arbor, MI 48103

RE: ***Request approval for the agreement for establishment of a new branch to a county drain for a rain garden located at 2020 Packard Rd.***

Dear Mr. Pratt:

At the Regular Meeting held on June 21, 2022, the Charter Township of Ypsilanti Board of Trustees approved the agreement for the establishment of a new branch to a county drain for a rain garden located at 2020 Packard.

Attached is the agreement. Please return a signed copy to my office.

If you have any questions, please do not hesitate to contact my office.

Sincerely,

A handwritten signature in blue ink that reads "Heather Jarrell Roe".

Heather Jarrell Roe
Clerk

Attachment

lrs

cc: Brenda Stumbo, Supervisor
Michael Hoffmeister, Residential Services Director

**AGREEMENT FOR THE ESTABLISHMENT OF
A NEW BRANCH TO A COUNTY DRAIN**

YPSILANTI TOWNSHIP #1 CONSOLIDATED DRAIN

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between the Ypsilanti Township #1 Consolidated Drain Drainage Board, whose address is 705 North Zeeb Rd., Ann Arbor, MI 48103 (“Drainage Board”); and Ypsilanti Charter Township, a Michigan municipal corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197 (“Township”).

WITNESSETH:

WHEREAS, the Ypsilanti Township #1 Consolidated Drain (“Drain”) is an established county drain under the jurisdiction of the Drainage Board; and,

WHEREAS, Sections 425 and 433 of the Michigan Drain Code, Public Act 40 of 1956, as amended (“Drain Code”), authorizes the Drainage Board to enter into agreements to add a branch to the Drain (“Branch”) to allow for increased service of lands currently within an existing service area of the Drain; and

WHEREAS, pursuant to Sections 425 and 433 of the Drain Code, the Township wishes to extend the Drain, and has requested the same to be established and dedicated as a branch of the Drain under the jurisdiction of the Drainage Board; and

WHEREAS, the Drainage Board may determine and set certain terms and conditions for improvements to the Drain, and,

WHEREAS, improvements will be made to the Branch allowing for some stormwater infiltration into the ground; and,

WHEREAS, a legal description of the Branch route and course is attached hereto in ***Exhibit A***; and,

WHEREAS, improvements to the Drain will be confined to a project attached hereto in ***Exhibit B***; and,

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree as follows:

1. The Drainage Board acknowledges and accepts the added Branch of the Drain as described

in **Exhibit A**. The Board accepts the Project as per **Exhibit B**, subject to the provisions of this Agreement.

2. The Township understands that the total costs for improvement of the Drain and the establishment of the Branch was grant funded, including the acquisition of the necessary rights of way or easements, engineering, surveying, inspection, legal, administration, and construction costs associated with the same.
3. The Township further understands and agrees that once all improvements are completed, they will be established as part of the Drain, and that Township will be liable for an assessment for the Drain as determined by the Drainage Board in accordance with the Drain Code.
4. The Township does not object to the establishment of the Branch as part of Ypsilanti Township #1 Consolidated Drain.
5. This Agreement is deemed to run with the land and is binding on the parties, their assigns and successors in interest.
6. This Agreement shall become effective upon its execution by the Township and the Drainage Board and shall be binding upon the successors and assigns of each party.

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

YPSILANTI TOWNSHIP #1 CONSOLIDATED DRAIN

Evan Pratt, Drainage Board Chair
Washtenaw County Water Resources Commissioner

YPSILANTI CHARTER TOWNSHIP
A Michigan municipal company

Brenda Stumbo, Supervisor
Ypsilanti Charter Township

DATE _____

STATE OF MICHIGAN)
)SS
 COUNTY OF WASHTENAW)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County, personally appeared Evan Pratt, Washtenaw County Water Resources Commissioner, Chair of the Ypsilanti Township #1 Consolidated Drain Drainage Board, 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 _____, 2022, before me, a Notary Public in and for said County, personally appeared Brenda Stumbo, Supervisor on behalf of Ypsilanti Charter Township, a Michigan municipal company, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be her free act and deed.

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

EXHIBIT A**IMPROVEMENT DESCRIPTION****YPSILANTI TOWNSHIP DRAIN #01 CONSOLIDATED**

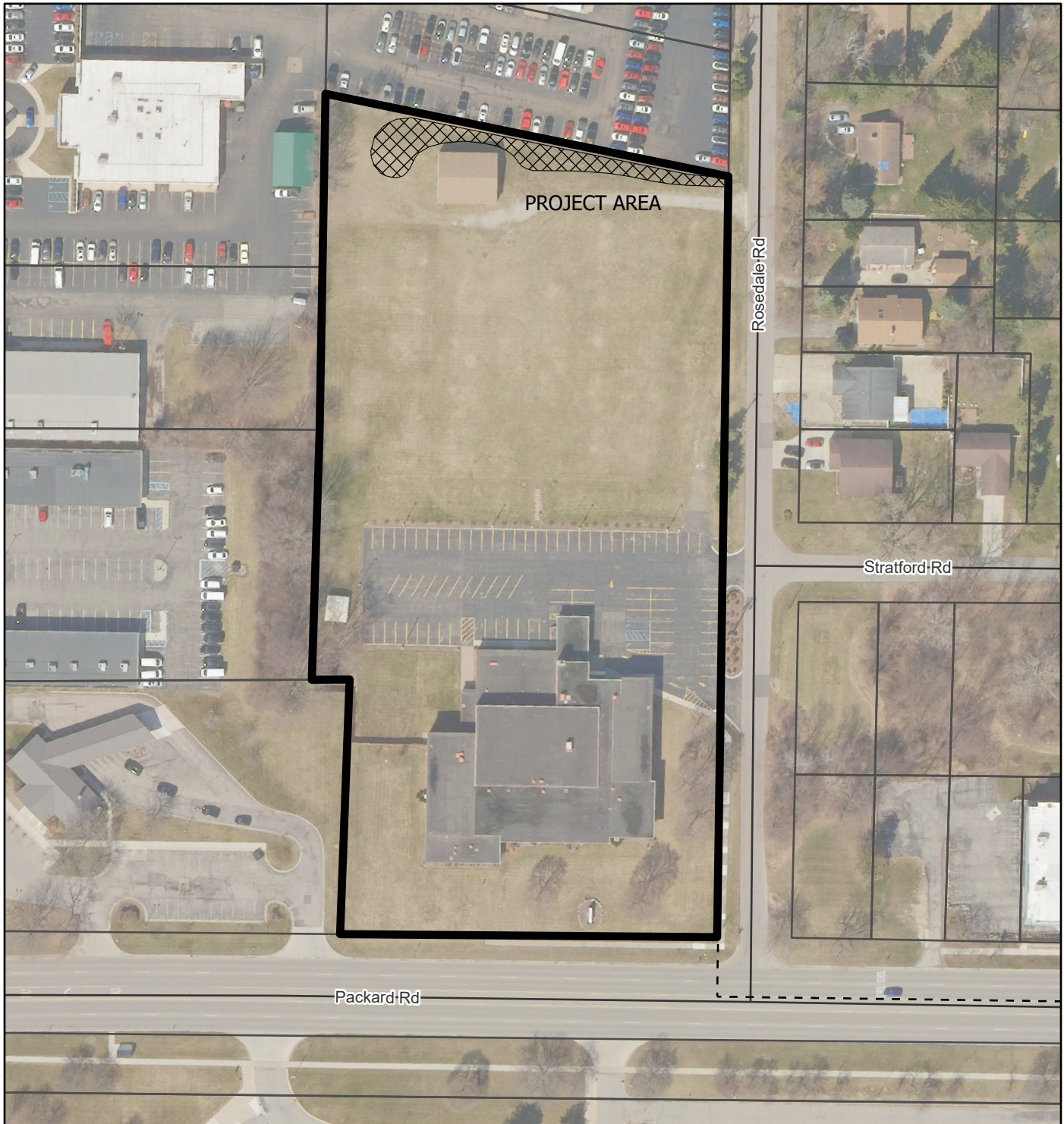
Commencing at a point approximately S 88° 30' 36" W 78.158 feet; thence S 88° 30' 36" W 872.531 feet from the southeast corner of Section 6, Ypsilanti Township, T3S R7E, Washtenaw County, Michigan, for a point of beginning, thence N 1° 29' 24" W 137.335 feet; thence N 1° 29' 24" W 259.636 feet; thence N 1° 29' 24" W 121.395 feet; thence N 1° 29' 25" W 26.832 feet; thence N 1° 29' 26" W 7.392 feet; thence N 1° 29' 24" W 38.897 feet; thence N 1° 29' 24" W 75.209 feet; thence N 89° 56' 48" W 33.88 feet; thence N 87° 52' 26" W 12.973 feet; thence N 83° 49' 31" W 4.74 feet; thence N 83° 49' 39" W 4.992 feet; thence N 83° 49' 34" W 5.095 feet; thence N 80° 12' 40" W 9.747 feet; thence N 80° 12' 49" W 7.047 feet; thence N 83° 2' 41" W 12.33 feet; thence N 84° 14' 56" W 10.159 feet; thence N 88° 3' 59" W 6.875 feet; thence N 88° 4' 2" W 15.788 feet; thence S 88° 24' 15" W 6.185 feet; thence S 88° 24' 9" W 32.272 feet; thence N 76° 6' 47" W 2.048 feet; thence N 76° 7' 0" W 2.387 feet; thence N 66° 36' 56" W 3.149 feet; thence N 60° 10' 48" W 2.424 feet; thence N 43° 25' 7" W 2.32 feet; thence N 43° 25' 27" W 2.008 feet; thence N 33° 41' 16" W 2.16 feet; thence N 41° 25' 38" W 2.952 feet; thence N 48° 6' 4" W 3.744 feet; thence N 58° 34' 8" W 5.552 feet; thence N 67° 24' 10" W 3.443 feet; thence N 67° 23' 31" W 2.7 feet; thence N 77° 10' 5" W 2.011 feet; thence N 77° 9' 59" W 4.22 feet; thence N 81° 29' 11" W 8.268 feet; thence N 85° 52' 51" W 9.669 feet; thence N 89° 43' 5" W 6.665 feet; thence S 81° 50' 1" W 8.788 feet; thence S 81° 50' 13" W 7.114 feet; thence S 73° 14' 17" W 4.414 feet; thence S 73° 14' 2" W 2.366 feet; thence S 73° 13' 21" W 0.552 feet; thence S 73° 14' 19" W 3.961 feet; thence S 57° 16' 4" W 4.469 feet; thence S 57° 15' 49" W 5.779 feet; thence S 33° 58' 26" W 5.252 feet; thence S 23° 27' 34" W 4.62 feet; thence S 23° 27' 39" W 5.015 feet; thence S 34° 22' 49" W 3.997 feet; thence S 47° 25' 2" W 4.362 feet; thence S 70° 1' 8" W 4.064 feet; thence S 87° 50' 8" W 4.604 feet; thence N 78° 51' 22" W 5.839 feet; thence N 63° 18' 7" W 4.614 feet; thence N 43° 6' 31" W 2.987 feet; thence N 43° 6' 49" W 5.589 feet; thence N 19° 17' 20" W 7.358 feet; thence N 5° 39' 13" W 4.796 feet; thence N 12° 22' 38" E 3.823 feet; thence N 12° 22' 57" E 8.528 feet; thence N 39° 21' 7" E 5.056 feet; thence N 39° 21' 8" E 5.613 feet; thence N 51° 2' 45" E 5.247 feet; thence N 63° 41' 34" E 7.304 feet; thence N 81° 55' 17" E 7.854 feet; thence N 81° 55' 26" E 4.778 feet; thence S 80° 40' 55" E 3.599 feet; thence S 80° 40' 32" E 2.691 feet; thence S 80° 40' 46" E 225.108 feet; thence S 86° 32' 42" E 23.045 feet; thence S 89° 57' 22" E 11.119 feet; thence S 1° 25' 20" E 7.799 feet to the point of beginning. Area contains 0.114 acres or 4981.95 square feet.

EXHIBIT B

**IMPROVEMENTS /
DRAINAGE INFRASTRUCTURE**

**YPSILANTI TOWNSHIP #1 CONSOLIDATED DRAIN
WASHTENAW COUNTY, MICHIGAN**

EXHIBIT B



0 30 60 120
Feet



Created April 29, 2022

PROJECT LOCATION
PART OF THE SE 1/4 SECTION 6, T3S R7E
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
ON PARCEL K -11-06-478-005

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON, JR.



ATTACHMENT F

Clerk's Office

7200 S. Huron River
Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

Charter Township of Ypsilanti

June 22, 2022

Evan Pratt
Water Resource Commissioner
705 N. Zeeb Rd.
PO Box 8645
Ann Arbor, MI 48103

RE: ***Request approval for the agreement for establishment of a new branch to a county drain for a rain garden located at Community Center Park***

Dear Mr. Pratt:

At the Regular Meeting held on June 21, 2022, the Charter Township of Ypsilanti Board of Trustees approved the agreement for the establishment of a new branch to a county drain for a rain garden located at Community Center Park.

Attached is the agreement. Please return a signed copy to my office.

If you have any questions, please do not hesitate to contact my office.

Sincerely,

Heather Jarrell Roe
Clerk

Attachment

Irs

cc: Brenda Stumbo, Supervisor
Michael Hoffmeister, Residential Services Director

**AGREEMENT FOR THE ESTABLISHMENT OF
A NEW BRANCH TO A COUNTY DRAIN**

WILLOW RUN EXTENSION #1 & BRANCHES DRAIN

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between the Willow Run Extension #1 & Branches Drain Drainage Board, whose address is 705 North Zeeb Rd., Ann Arbor, MI 48103 (“Drainage Board”); and Ypsilanti Charter Township, a Michigan municipal corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197 (“Township”).

WITNESSETH:

WHEREAS, the Willow Run Extension #1 & Branches Drain (“Drain”) is an established county drain under the jurisdiction of the Drainage Board; and,

WHEREAS, Sections 425 and 433 of the Michigan Drain Code, Public Act 40 of 1956, as amended (“Drain Code”), authorizes the Drainage Board to enter into agreements to add a branch to the Drain (“Branch”) to allow for increased service of lands currently within an existing service area of the Drain; and

WHEREAS, pursuant to Sections 425 and 433 of the Drain Code, the Township wishes to extend the Drain, and has requested the same to be established and dedicated as a branch of the Drain under the jurisdiction of the Drainage Board; and

WHEREAS, the Drainage Board may determine and set certain terms and conditions for improvements to the Drain, and,

WHEREAS, improvements will be made to the Branch allowing for some stormwater infiltration into the ground; and,

WHEREAS, a legal description of the Branch route and course is attached hereto in ***Exhibit A***; and,

WHEREAS, improvements to the Drain will be confined to a project located within public right-of-way, attached hereto in ***Exhibit B***; and,

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree as follows:

1. The Drainage Board acknowledges and accepts the added Branch of the Drain as described

in **Exhibit A**. The Board accepts the Project as per **Exhibit B**, subject to the provisions of this Agreement.

2. The Township understands that the total costs for improvement of the Drain and the establishment of the Branch was grant funded, including the acquisition of the necessary rights of way or easements, engineering, surveying, inspection, legal, administration, and construction costs associated with the same.
3. The Township further understands and agrees that once all improvements are completed by the Township, they will be established as part of the Drain, and that Township will be liable for an assessment for the Drain as determined by the Drainage Board in accordance with the Drain Code.
4. The Township does not object to the establishment of the Branch as part of Willow Run Extension #1 & Branches Drain.
5. This Agreement is deemed to run with the land and is binding on the parties, their assigns and successors in interest.
6. This Agreement shall become effective upon its execution by the Township and the Drainage Board and shall be binding upon the successors and assigns of each party.

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

WILLOW RUN EXTENSION #1 & BRANCHES DRAIN

Evan Pratt, Drainage Board Chair _____ DATE _____
 Washtenaw County Water Resources Commissioner

YPSILANTI CHARTER TOWNSHIP
A Michigan municipal company

Brenda Stumbo, Supervisor
Ypsilanti Charter Township

DATE _____

STATE OF MICHIGAN)
)SS
 COUNTY OF WASHTENAW)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County, personally appeared Evan Pratt, Washtenaw County Water Resources Commissioner, Chair of the Willow Run Extension #1 & Branches Drain Drainage Board, 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 _____, 2022, before me, a Notary Public in and for said County, personally appeared Brenda Stumbo, Supervisor on behalf of Ypsilanti Charter Township, a Michigan municipal company, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be her free act and deed.

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

EXHIBIT A**IMPROVEMENT DESCRIPTION****WILLOW RUN DRAIN EXTENSION NO. 1 AND BRANCHES****AREA 1**

Commencing at the center post of Section 2, Ypsilanti Township, T3S R7E, Washtenaw County, Michigan, thence N 1° 13' 16" W 1036.262 feet to **Point A**; thence S 88° 46' 44" W 81.232 feet to the point of beginning of Area 1; thence S 5° 42' 34" W 6.543 feet; thence S 32° 49' 50" W 4.804 feet; thence S 51° 45' 57" W 5.47 feet; thence S 84° 48' 30" W 4.315 feet; thence N 79° 6' 57" W 3.447 feet; thence N 62° 44' 50" W 33.855 feet; thence N 62° 44' 51" W 43.773 feet; thence N 42° 52' 51" W 4.975 feet; thence N 13° 19' 28" W 5.085 feet; thence N 6° 54' 50" E 4.328 feet; thence N 27° 24' 21" E 3.96 feet; thence N 40° 1' 43" E 4.251 feet; thence N 68° 50' 26" E 4.328 feet; thence S 89° 24' 7" E 49.873 feet; thence S 68° 12' 1" E 2.104 feet; thence S 45° 0' 0" E 4.235 feet; thence S 40° 19' 54" E 9.053 feet; thence S 39° 9' 15" E 4.981 feet; thence S 39° 9' 25" E 6.773 feet; thence S 28° 16' 7" E 15.671 feet; thence S 24° 52' 50" E 9.903 feet to the point of beginning of Area 1. Area 1 contains 0.07 acres or 3038.56 square feet.

AREA 2

Commencing at Point A, thence N 1° 13' 14" W 57.652 feet to **Point B**; thence S 88° 46' 44" W 37.676 feet to the point of beginning of Area 2; thence S 19° 26' 16" W 4.695 feet; thence S 37° 3' 32" W 5.33 feet; thence S 53° 18' 40" W 5.521 feet; thence S 82° 27' 29" W 5.954 feet; thence N 78° 3' 15" W 4.614 feet; thence N 57° 24' 21" W 6.285 feet; thence N 40° 31' 1" W 6.28 feet; thence N 10° 47' 5" W 5.567 feet; thence N 9° 9' 43" E 2.726 feet; thence N 34° 17' 24" E 4.623 feet; thence N 19° 47' 50" E 4.613 feet; thence N 2° 29' 36" E 3.997 feet; thence N 1° 46' 17" W 33.697 feet; thence N 18° 55' 32" E 3.212 feet; thence N 38° 9' 16" E 3.091 feet; thence N 58° 29' 45" E 3.156 feet; thence N 81° 38' 1" E 5.966 feet; thence S 68° 50' 19" E 5.771 feet; thence S 35° 5' 48" E 3.925 feet; thence S 1° 27' 9" E 6.86 feet; thence S 0° 0' 0" W 9.809 feet; thence S 4° 7' 56" E 5.764 feet; thence S 4° 8' 13" E 1.46 feet; thence S 14° 8' 34" E 11.369 feet; thence S 18° 26' 6" E 10.431 feet; thence S 2° 24' 37" E 8.254 feet to the point of beginning of Area 2. Area 2 contains 0.034 acres or 1500.46 square feet.

AREA 3

Commencing at Point B, thence N 1° 13' 16" W 124 feet to **Point C**; thence S 88° 46' 44" W 69.879 feet to the point of beginning of Area 3; thence S 11° 53' 4" W 2.528 feet; thence S 31° 7' 23" W 8.061 feet; thence S 40° 14' 43" W 15.922 feet; thence S 53° 16' 53" W 13.212 feet; thence S 59° 28' 42" W 6.751 feet; thence S 68° 31' 9" W 10.075 feet; thence S 75° 51' 31" W 5.684 feet; thence S 83° 8' 8" W 9.443 feet; thence S 89° 26' 56" W 13.542 feet; thence S 90° 0' 0" W 6.293 feet; thence N 88° 24' 23" W 3.126 feet; thence N 63° 45' 5" W 3.533 feet; thence N 32° 59' 18" W 2.95 feet; thence N 10° 7' 33" W 2.469 feet; thence N 12° 59' 27" E 2.316 feet; thence N 13° 38' 3" E 1.474 feet; thence N 52° 13' 27" E 43.929 feet; thence N 78° 27' 23" E 43.812 feet; thence S 64° 2' 24" E 3.669 feet; thence S 32° 23' 48" E 2.673 feet; thence S 11° 8' 40" E 2.92 feet to the point of beginning of Area 3. Area 3 contains 0.05 acres or 2181.94 square feet.

EXHIBIT B

IMPROVEMENTS /
DRAINAGE INFRASTRUCTURE

WILLOW RUN EXTENSION #1 & BRANCHES DRAIN
WASHTENAW COUNTY, MICHIGAN

EXHIBIT B



0 15 30 60
Feet



Created April 29, 2022

PROJECT LOCATION
PART OF THE NW 1/4 SECTION 2, T3S R7E
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
ON PARCEL K -11-02-285-001

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON, JR.



ATTACHMENT G

Clerk's Office

7200 S. Huron River
Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

Charter Township of Ypsilanti

June 22, 2022

Evan Pratt
Water Resource Commissioner
705 N. Zeeb Rd.
PO Box 8645
Ann Arbor, MI 48103

RE: ***Request approval for the agreement for establishment of a new branch to a county drain for a rain garden located at Loonfeather Park***

Dear Mr. Pratt:

At the Regular Meeting held on June 21, 2022, the Charter Township of Ypsilanti Board of Trustees approved the agreement for the establishment of a new branch to a county drain for a rain garden located at Loonfeather Park.

Attached is the agreement. Please return a signed copy to my office.

If you have any questions, please do not hesitate to contact my office.

Sincerely,


Heather Jarrell Roe
Clerk

Attachment

Irs

cc: Brenda Stumbo, Supervisor
Michael Hoffmeister, Residential Services Director

**AGREEMENT FOR THE ESTABLISHMENT OF
A NEW BRANCH TO A COUNTY DRAIN
NORTH FORD LAKE CONSOLIDATED DRAIN**

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between the North Ford Lake Consolidated Drain Drainage Board, whose address is 705 North Zeeb Rd., Ann Arbor, MI 48103 (“Drainage Board”); and Ypsilanti Charter Township, a Michigan municipal corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197 (“Township”).

WITNESSETH:

WHEREAS, the North Ford Lake Consolidated Drain (“Drain”) is an established county drain under the jurisdiction of the Drainage Board; and,

WHEREAS, Sections 425 and 433 of the Michigan Drain Code, Public Act 40 of 1956, as amended (“Drain Code”), authorizes the Drainage Board to enter into agreements to add a branch to the Drain (“Branch”) to allow for increased service of lands currently within an existing service area of the Drain; and

WHEREAS, pursuant to Sections 425 and 433 of the Drain Code, the Township wishes to extend the Drain, and has requested the same to be established and dedicated as a branch of the Drain under the jurisdiction of the Drainage Board; and

WHEREAS, the Drainage Board may determine and set certain terms and conditions for improvements to the Drain, and,

WHEREAS, improvements will be made to the Branch allowing for some stormwater infiltration into the ground; and,

WHEREAS, a legal description of the Branch route and course is attached hereto in ***Exhibit A***; and,

WHEREAS, improvements to the Drain will be confined to a project area located within public right-of-way, attached hereto in ***Exhibit B***; and,

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree as follows:

1. The Drainage Board acknowledges and accepts the added Branch of the Drain as described

in *Exhibit A*. The Board accepts the Project Area as per *Exhibit B*, subject to the provisions of this Agreement.

2. The Township has assumed the total costs for improvement of the Drain and the establishment of the Branch, including the acquisition of the necessary rights of way or easements, engineering, surveying, inspection, legal, administration, and construction costs associated with the same.
3. The Township further understands and agrees that once all improvements are completed by the Township, they will be established as part of the Drain, and that Township will be liable for an assessment for the Drain as determined by the Drainage Board in accordance with the Drain Code.
4. The Township further agrees to provide, without charge, one electronic copy of Auto-CAD files and (1) set of reproducible "Record Drawings" of the Branch of the Drain as built, which shall include design calculations showing flow rates, imperviousness factors, service area and sub-service areas, easements and rights of way locations, as-built elevations for all structures, and as-built topography of the basin for certifying detention basin volume, and any other data needed by the Drainage Board for proper drain operation.
5. The Township shall secure all necessary permits or authorizations as may be required by local, state or federal law and provide copies to the Drainage Board. The Drainage Board shall be provided copies of all correspondence and reports involving any governmental agency with respect to the extension of the Drain.
6. The Township does not object to the establishment of the Branch as part of the North Ford Lake Consolidated Drain.
7. This Agreement is deemed to run with the land and is binding on the parties, their assigns and successors in interest.
8. This Agreement shall become effective upon its execution by the Township and the Drainage Board and shall be binding upon the successors and assigns of each party.

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

NORTH FORD LAKE CONSOLIDATED DRAIN DRAINAGE BOARD

Evan Pratt, Drainage Board Chair
Washtenaw County Water Resources Commissioner

DATE

YPSILANTI CHARTER TOWNSHIP

A Michigan municipal company

 Brenda Stumbo, Supervisor
 Ypsilanti Charter Township

 DATE

STATE OF MICHIGAN)
)SS
 COUNTY OF WASHTENAW)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County, personally appeared Evan Pratt, Washtenaw County Water Resources Commissioner, Chair of the North Ford Lake Consolidated Drain Drainage Board, 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 _____, 2022, before me, a Notary Public in and for said County, personally appeared Brenda Stumbo, Supervisor on behalf of Ypsilanti Charter Township, a Michigan municipal company, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be her free act and deed.

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

EXHIBIT A**ROUTE AND COURSE
DESCRIPTION****NORTH FORD LAKE CONSOLIDATED DRAIN
WASHTENAW COUNTY, MICHIGAN**

Commencing at a point approximately S 1° 36' 17" E 1562.69 feet; thence S 88° 23' 43" W 396 feet from the east quarter post of Section 15, Ypsilanti Township, T3S R7E, Washtenaw County, Michigan, for a point of beginning, thence S 21° 19' 43" W 1.447 feet; thence S 32° 6' 25" W 1.568 feet; thence S 37° 1' 54" W 1.859 feet; thence S 52° 46' 51" W 8.568 feet; thence S 75° 57' 50" W 2.577 feet; thence S 72° 29' 33" W 0.519 feet; thence S 34° 31' 36" W 7.902 feet; thence S 22° 32' 15" W 4.145 feet; thence S 16° 57' 56" W 4.819 feet; thence S 16° 51' 46" W 1.796 feet; thence S 30° 49' 48" W 1.88 feet; thence S 25° 24' 54" W 1.089 feet; thence S 25° 25' 20" W 0.669 feet; thence S 3° 31' 0" W 1.278 feet; thence S 14° 52' 41" W 2.129 feet; thence S 28° 54' 11" W 2.856 feet; thence S 32° 0' 49" W 1.228 feet; thence S 45° 48' 53" W 2.578 feet; thence S 48° 39' 14" W 3.469 feet; thence S 60° 28' 55" W 4.07 feet; thence S 70° 58' 24" W 3.195 feet; thence S 78° 6' 44" W 2.023 feet; thence S 88° 55' 3" W 2.761 feet; thence S 80° 43' 35" W 1.293 feet; thence S 70° 16' 47" W 1.466 feet; thence S 63° 26' 9" W 8.793 feet; thence S 72° 9' 2" W 1.614 feet; thence N 87° 38' 53" W 1.903 feet; thence N 77° 4' 28" W 1.63 feet; thence N 60° 15' 41" W 1.89 feet; thence N 49° 17' 13" W 1.477 feet; thence N 27° 45' 24" W 2.237 feet; thence N 22° 51' 24" W 6.302 feet; thence N 15° 52' 41" W 2.951 feet; thence N 8° 40' 8" W 1.554 feet; thence N 6° 23' 41" W 3.04 feet; thence N 6° 17' 22" W 2.704 feet; thence N 6° 16' 33" W 0.387 feet; thence N 1° 38' 57" W 9.952 feet; thence N 5° 30' 55" E 15.986 feet; thence N 11° 36' 29" E 11.777 feet; thence N 2° 2' 10" E 0.729 feet; thence N 24° 31' 53" W 2.634 feet; thence N 2° 48' 51" E 3.181 feet; thence N 21° 48' 5" E 1.122 feet; thence N 18° 53' 2" E 1.046 feet; thence N 34° 7' 24" E 0.975 feet; thence N 36° 22' 17" E 1.229 feet; thence N 30° 41' 51" E 0.969 feet; thence N 3° 45' 56" E 1.983 feet; thence N 5° 43' 10" E 1.047 feet; thence N 16° 22' 55" E 1.384 feet; thence N 29° 10' 7" E 1.282 feet; thence N 28° 4' 18" E 1.328 feet; thence N 40° 14' 23" E 1.331 feet; thence N 48° 32' 1" E 1.494 feet; thence N 54° 27' 58" E 1.12 feet; thence N 63° 25' 11" E 1.106 feet; thence N 72° 18' 36" E 1.285 feet; thence N 84° 23' 55" E 1.334 feet; thence S 85° 14' 38" E 1.254 feet; thence S 82° 51' 50" E 1.26 feet; thence S 77° 19' 34" E 1.068 feet; thence S 75° 41' 51" E 1.371 feet; thence S 63° 57' 2" E 1.304 feet; thence S 66° 48' 5" E 1.587 feet; thence S 53° 7' 37" E 1.172 feet; thence S 41° 58' 34" E 10.124 feet; thence S 48° 31' 0" E 0.904 feet; thence S 50° 54' 10" E 1.611 feet; thence S 68° 3' 7" E 1.881 feet; thence S 60° 19' 23" E 10.73 feet; thence S 70° 2' 34" E 11.208 feet; thence S 82° 0' 35" E 0.798 feet; thence S 81° 59' 45" E 1.352 feet; thence N 86° 17' 10" E 0.998 feet; thence N 86° 17' 45" E 2.819 feet; thence S 82° 37' 18" E 1.418 feet; thence S 65° 51' 11" E 1.655 feet; thence S 44° 2' 37" E 2.21 feet; thence S 29° 51' 51" E 1.621 feet; thence S 18° 5' 46" E 1.368 feet; thence S 0° 44' 4" E 1.382 feet; thence S 0° 43' 52" E 1.363 feet to the point of beginning. Area contains 0.072 acres or 3150.42 square feet.

EXHIBIT B
IMPROVEMENTS /
DRAINAGE INFRASTRUCTURE
NORTH FORD LAKE CONSOLIDATED DRAIN
WASHTENAW COUNTY, MICHIGAN

EXHIBIT B



0 50 100 200
Feet



Created April 29, 2022

PROJECT LOCATION
PART OF THE SE 1/4 SECTION 15, T3S R7E
YPSILANTI TOWNSHIP, WASHTENAW COUNTY, MICHIGAN
ON PARCEL K -11-15-400-002

Supervisor
BRENDA L. STUMBO
Clerk
HEATHER JARRELL ROE
Treasurer
STAN ELDRIDGE
Trustees
JOHN P. NEWMAN II
GLORIA PETERSON
DEBBIE SWANSON
JIMMIE WILSON, JR.



ATTACHMENT H

Clerk's Office

7200 S. Huron River
Drive
Ypsilanti, MI 48197
Phone: (734) 484-4700
Fax: (734) 484-5156

Charter Township of Ypsilanti

June 22, 2022

Evan Pratt
Water Resource Commissioner
705 N. Zeeb Rd.
PO Box 8645
Ann Arbor, MI 48103

RE: ***Request approval for the agreement for establishment of a new branch to a county drain for seven (7) rain gardens located on Harris Rd.***

Dear Mr. Pratt:

At the Regular Meeting held on June 21, 2022, the Charter Township of Ypsilanti Board of Trustees approved the agreement for the establishment of a new branch to a county drain for seven (7) rain gardens located on Harris Rd.

Attached is the agreement. Please return a signed copy to my office.

If you have any questions, please do not hesitate to contact my office.

Sincerely,

Heather Jarrell Roe
Clerk

Attachment

lrs

cc: Brenda Stumbo, Supervisor
Michael Hoffmeister, Residential Services Director

**AGREEMENT FOR THE ESTABLISHMENT OF
A NEW BRANCH TO A COUNTY DRAIN**

YPSILANTI TOWNSHIP DRAIN #7

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between the Ypsilanti Township Drain #7 Drainage Board, whose address is 705 North Zeeb Rd., Ann Arbor, MI 48103 (“Drainage Board”); Ypsilanti Charter Township, a Michigan municipal corporation, whose address is 7200 South Huron River Drive, Ypsilanti, Michigan 48197 (“Township”); and the Washtenaw County Road Commission, whose address is 555 North Zeeb Road, Ann Arbor, MI 48103 (“WCRC”).

WITNESSETH:

WHEREAS, the Ypsilanti Township Drain #7 (“Drain”) is an established county drain under the jurisdiction of the Drainage Board; and,

WHEREAS, Sections 425 and 433 of the Michigan Drain Code, Public Act 40 of 1956, as amended (“Drain Code”), authorizes the Drainage Board to enter into agreements to add a branch to the Drain (“Branch”) to allow for increased service of lands currently within an existing service area of the Drain; and

WHEREAS, pursuant to Sections 425 and 433 of the Drain Code, the WCRC wishes to extend the Drain, and has requested the same to be established and dedicated as a branch of the Drain under the jurisdiction of the Drainage Board; and

WHEREAS, the Drainage Board may determine and set certain terms and conditions for improvements to the Drain, and,

WHEREAS, improvements will be made to the Branch allowing for some stormwater infiltration into the ground; and,

WHEREAS, a legal description of the Branch route and course is attached hereto in ***Exhibit A***; and,

WHEREAS, improvements to the Drain will be confined to a treatment area located within public road right-of-way, attached hereto in ***Exhibit B***; and,

NOW, THEREFORE, in consideration of the premises and covenants of each, the parties hereto agree as follows:

1. The Drainage Board acknowledges and accepts the added Branch of the Drain as described in ***Exhibit A***. The Board accepts the Drain infrastructure as per ***Exhibit B***, subject to the provisions of this Agreement.
2. Concurrent with road reconstruction, the WCRC has been advised, understands, and agrees to assume the total costs for improvement of the Drain and the establishment of the Branch, including the acquisition of the necessary rights of way or easements, engineering, surveying, inspection, legal, administration, and costs incurred by the Drainage Board associated with the same.
3. The Township further understands and agrees that once improvements are completed by the WCRC, they will be established as part of the Drain, and that Township will be liable for an assessment for the Drain as determined by the Drainage Board in accordance with the Drain Code.
4. The WCRC further agrees to provide, without charge, one electronic copy of Auto-CAD files and (1) set of reproducible "Record Drawings" of the Branch of the Drain as built, which shall include design calculations showing flow rates, imperviousness factors, service area and sub-service areas, easements and rights of way locations, as-built elevations for all structures, and as-built topography of the basin for certifying detention basin volume, and any other data needed by the Drainage Board for proper drain operation.
5. The WCRC shall secure all necessary permits or authorizations as may be required by local, state or federal law and provide copies to the Drainage Board. The Drainage Board shall be provided copies of all WCRC and Township correspondence and reports involving any governmental agency with respect to the extension of the Drain.
6. The Township does not object to the establishment of the Branch as part of the Ypsilanti Township Drain #7 together with the incorporation of those existing drainage facilities located in county road right of way into the Branch.
7. This Agreement is deemed to run with the land and is binding on the parties, their assigns and successors in interest.
8. This Agreement shall become effective upon its execution by the WCRC, Township and the Drainage Board and shall be binding upon the successors and assigns of each party.

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

YPSILANTI TOWNSHIP DRAIN#7 DRAINAGE BOARD

Evan Pratt, Drainage Board Chair	DATE
Washtenaw County Water Resources Commissioner	

YPSILANTI CHARTER TOWNSHIP

 Brenda Stumbo, Supervisor
 Ypsilanti Charter Township

 DATE

WASHTENAW COUNTY ROAD COMMISSION

 Sheryl Soderholm Siddall, Managing Director
 Washtenaw County Road Commission

 DATE

STATE OF MICHIGAN)
)SS
 COUNTY OF WASHTENAW)

On this _____ day of _____, 2022, before me, a Notary Public in and for said County, personally appeared Evan Pratt, Washtenaw County Water Resources Commissioner, Chair of the Ypsilanti Township Drain #7 Drain Drainage Board, 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 _____, 2022, before me, a Notary Public in and for said County, personally appeared Brenda Stumbo, Supervisor on behalf of Ypsilanti Charter Township, a Michigan municipal company, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be her 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 _____, 2022, before me, a Notary Public in and for said County, personally appeared Sheryl Soderholm Siddall, Managing Director on behalf of the Washtenaw County Road Commission, a Michigan municipal company, to me known to be the person described in and who executed the foregoing instrument and acknowledged the same to be her free act and deed.

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

EXHIBIT A**ROUTE AND COURSE
DESCRIPTION****YPSILANTI TOWNSHIP DRAIN #7
WASHTENAW COUNTY, MICHIGAN****CENTERLINE OF STORM SEWER**

A storm sewer line being part of the SW 1/4 of Section 2, SE 1/4 of Section 3, NE 1/4 of Section 10 and NW 1/4 of Section 11, Town 3 South, Range 7 East, Ypsilanti Township, Washtenaw County, Michigan, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 3; thence S 02°15'04" W 311.26 feet to Point A and the Point of Beginning; thence S 01°17'57" E 58.66 feet to Point B; thence S 02°09'43" E 373.20 feet to Point C; thence S 01°35'22" E 244.48 feet to Point D; thence S 01°03'50" E 123.87 feet; thence S 02°38'01" E 223.72 feet to Point E; thence S 00°11'13" E 511.75 feet to Point F; thence S 01°37'58" E 168.46 feet; thence S 22°59'51" E 28.77 feet to Point G and the Point of Ending.

ALSO,

Commencing at Point G; thence S 03°09'49" E 528.94 feet to Point H and the Point of Beginning; thence S 02°41'09" E 144.91 feet to Point I; thence S 56°36'02" E 24.92 feet to Point J; thence S 02°03'30" E 172.26 feet; thence S 29°53'47" E 24.40 feet to the Point of Ending.

ALSO, beginning at Point A; thence N 02°53'01" W 47.43 feet to the Point of Ending.

ALSO, beginning at Point A; thence N 89°03'37" E 45.13 feet; thence N 01°49'17" W 27.09 feet; thence S 01°49'17" E 27.09 feet; thence S 01°49'17" E 7.90 feet; thence N 01°49'17" W 7.90 feet to the Point of Ending.

ALSO, beginning at Point B; thence N 89°38'45" E 45.71 feet; thence N 01°55'38" W 19.53 feet; thence S 01°55'38" E 19.53 feet; thence S 01°55'38" E 36.19 feet; thence N 01°55'38" W 36.19 feet to the Point of Ending.

ALSO, beginning at Point C; thence N 88°35'14" E 42.17 feet to the Point of Ending.

ALSO, beginning at Point D; thence S 84°42'59" E 44.88 feet; thence N 01°59'33" W 27.39 feet; thence S 01°59'33" E 27.39 feet; thence S 01°59'33" E 7.63 feet; thence N 01°59'33" W 7.63 feet to the Point of Ending.

ALSO, beginning at Point E; thence S 82°48'27" E 59.77 feet; thence S 01°40'52" E 40.56 feet to the Point of Ending.

ALSO, beginning at Point E; thence S 70°37'32" W 31.50 feet; thence S 02°56'43" E 38.93 feet to the Point of Ending.

ALSO, beginning at Point F; thence N 88°51'21" E 62.14 feet; thence S 21°33'42" W 27.80 feet to the Point of Ending.

ALSO, beginning at Point H; thence N 87°06'37" E 35.35 feet; thence N 01°54'35" W 3.36 feet; thence S 01°54'35" E 3.36 feet; thence S 01°54'35" E 53.78 feet; thence N 01°54'35" W 53.78 feet to the Point of Ending.

ALSO, beginning at Point I; thence S 89°28'04" W 30.40 feet; thence N 00°57'48" E 46.30 feet; thence N 35°47'28" W 10.18 feet to the Point of Ending.

ALSO, beginning at Point I; thence N 48°40'12" E 34.73 feet to the Point of Ending.

ALSO, beginning at Point J; thence S 89°52'05" E 22.95 feet to the Point of Ending.

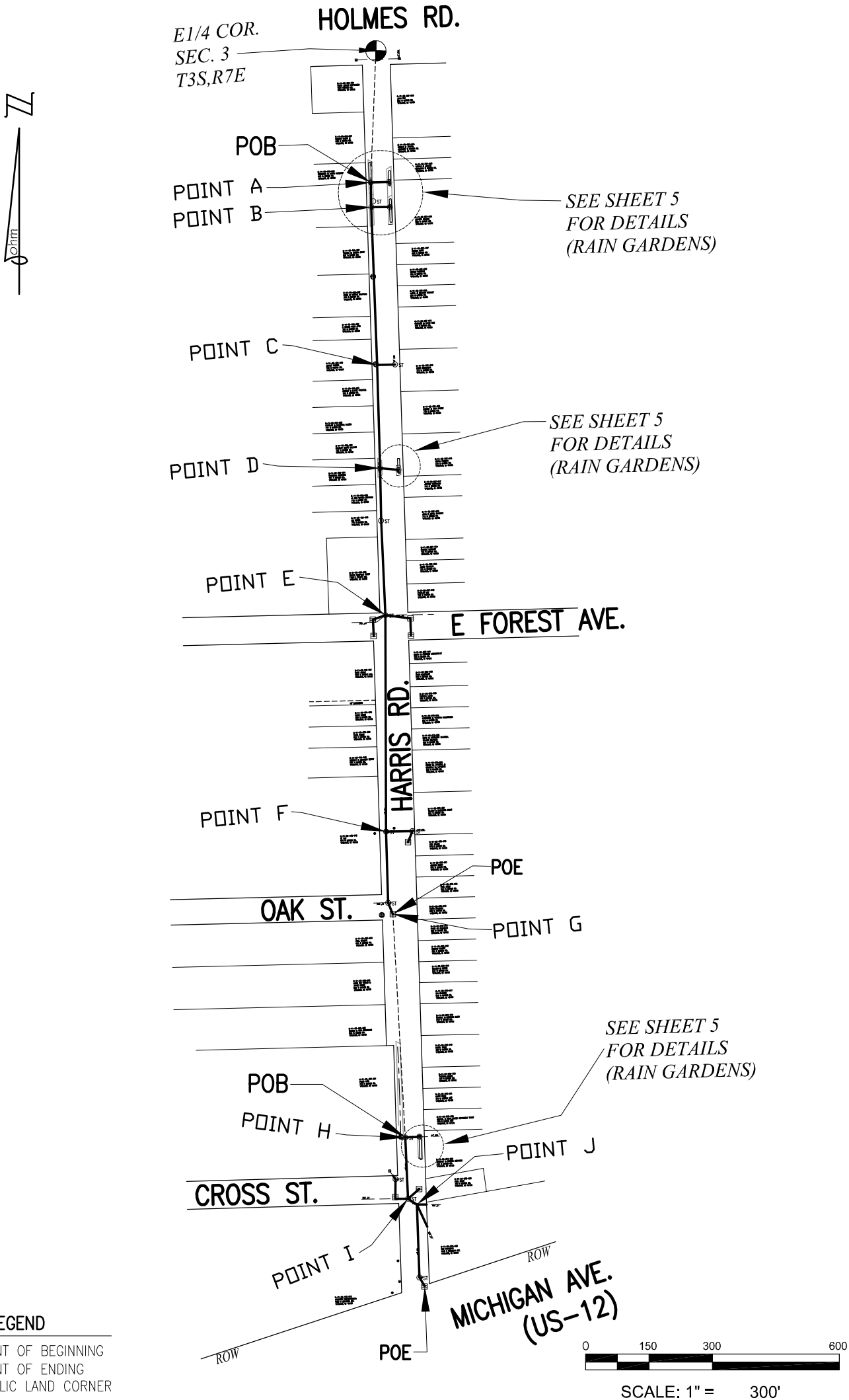
ALSO, beginning at Point J; thence S 25°16'49" E 57.90 feet to the Point of Ending.

EXHIBIT B

IMPROVEMENTS /
STORM SEWER SKETCH

YPSILANTI TOWNSHIP DRAIN #7
WASHTENAW COUNTY, MICHIGAN

STORM SEWER SKETCH



LEGEND

- POB POINT OF BEGINNING
- POE POINT OF ENDING
- PUBLIC LAND CORNER

STORM SEWER

PART OF SECTIONS 2, 3, 10 & 11
T.3S., R.7E., YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

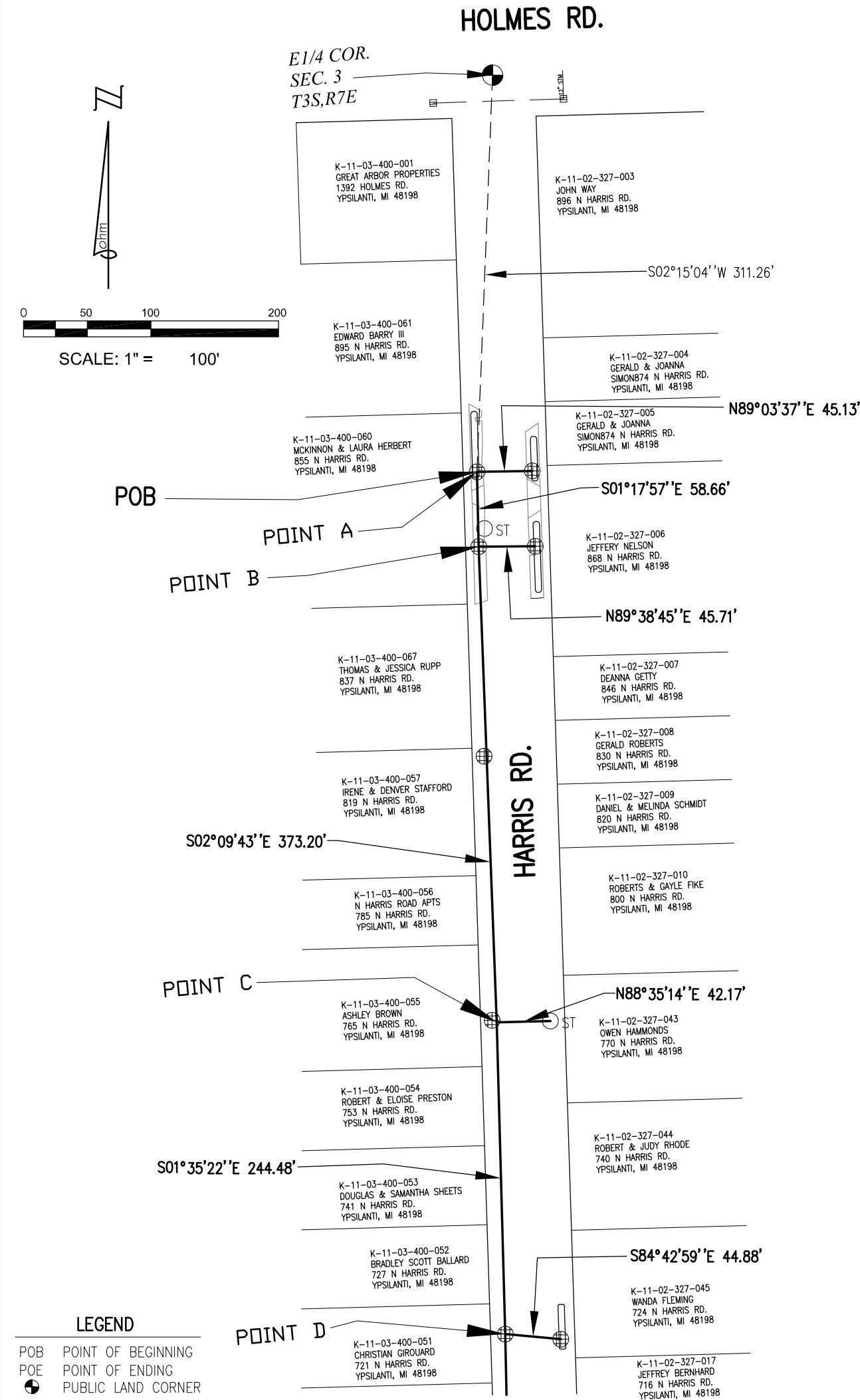
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SHEET
1
OF 5



DATE: 11-19-2021 CLIENT: TOWNSHIP OF YPSILANTI JOB #: 0114-18-0030
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STORM SEWER SKETCH



STORM SEWER
PART OF SECTIONS 2, 3, 10 & 11
T.3S., R.7E., YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

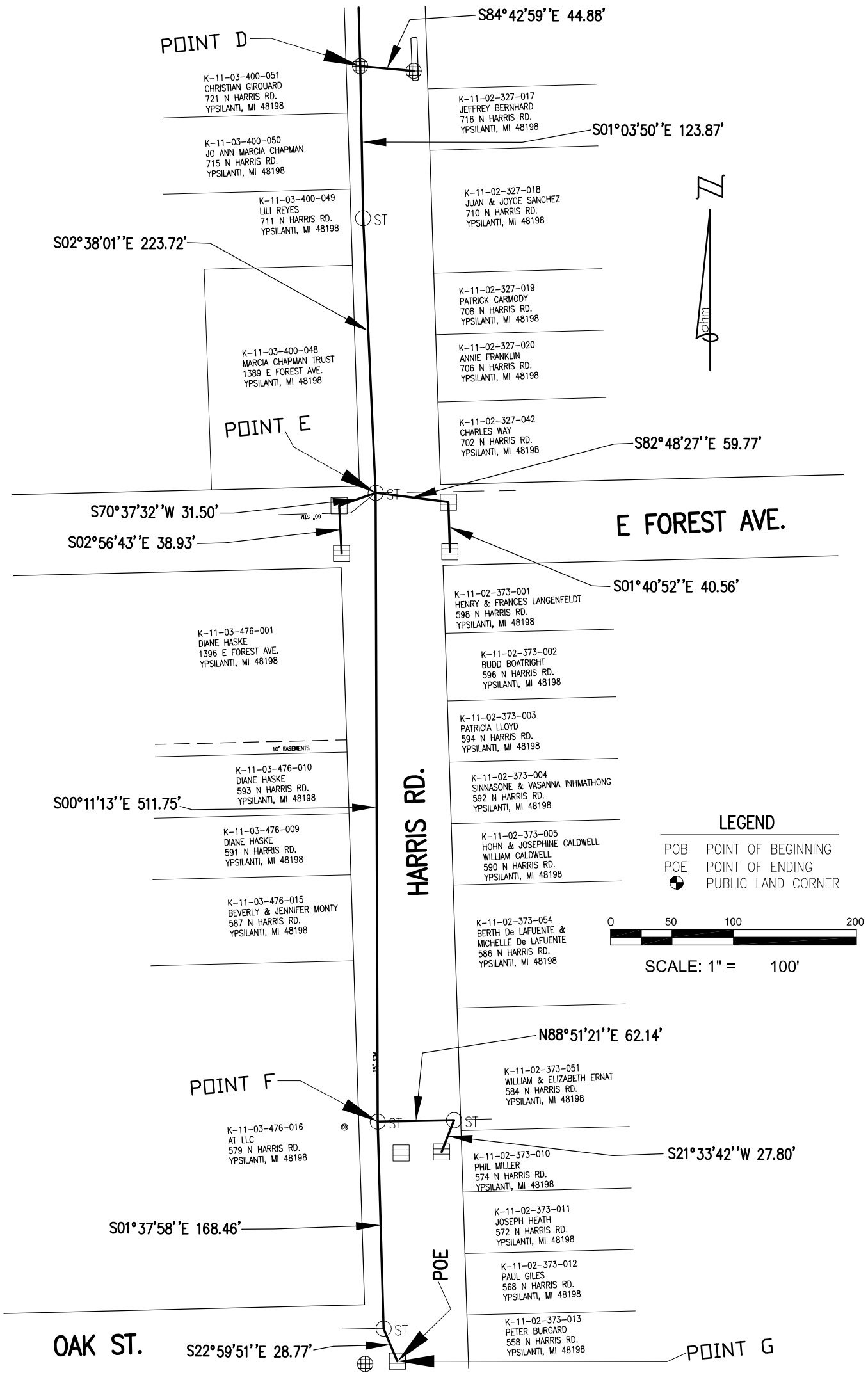
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SHEET
2
OF 5



DATE: 11-19-2021 CLIENT: TOWNSHIP OF YPSILANTI JOB #: 0114-18-0030
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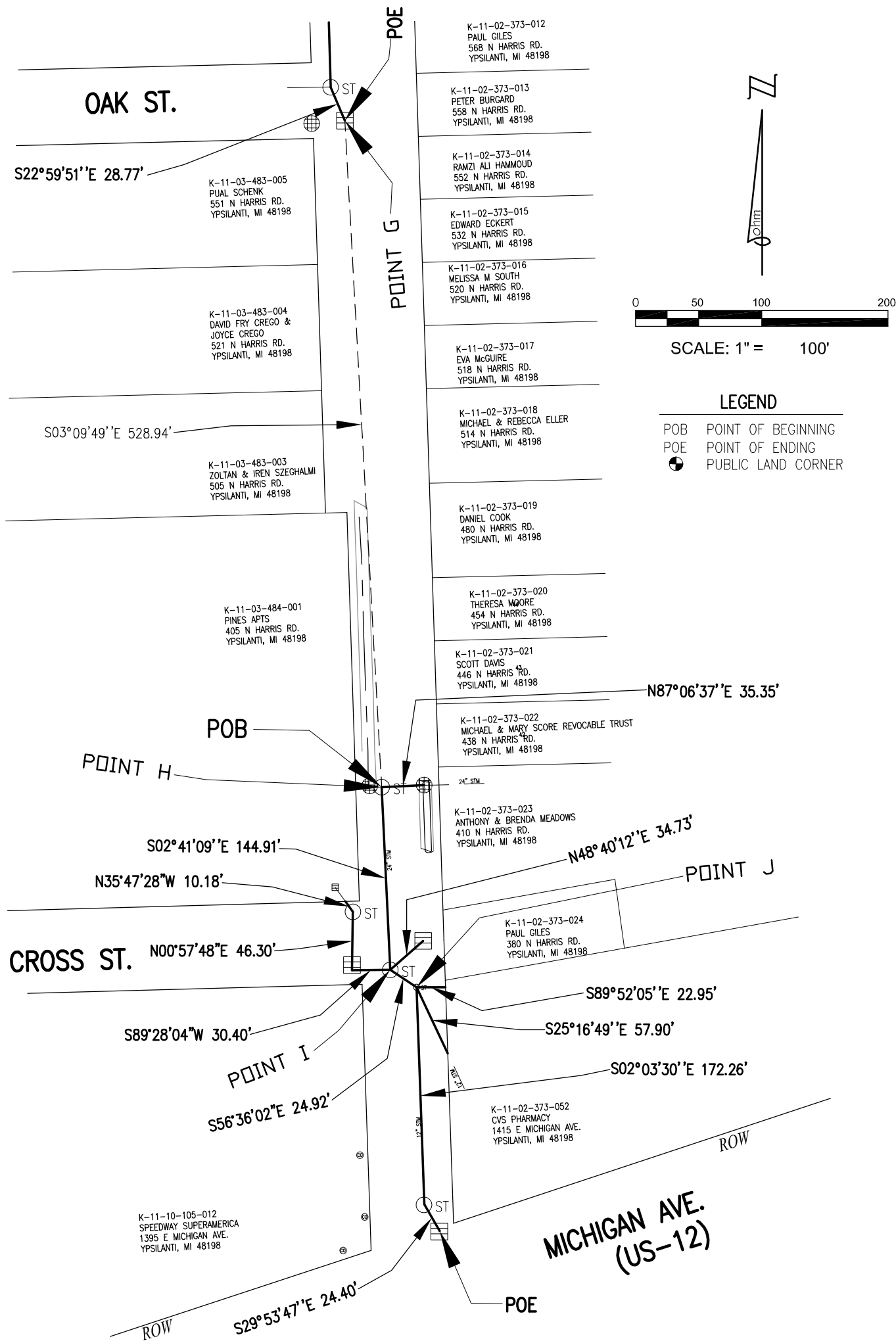
STORM SEWER SKETCH



STORM SEWER PART OF SECTIONS 2, 3, 10 & 11 T.3S., R.7E., YPSILANTI TOWNSHIP WASHTENAW COUNTY, MICHIGAN		SCALE 1"=100' SHEET 3 OF 5	
DATE: 11-19-2021	CLIENT: TOWNSHIP OF YPSILANTI	JOB # 0114-18-0030	
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STORM SEWER SKETCH



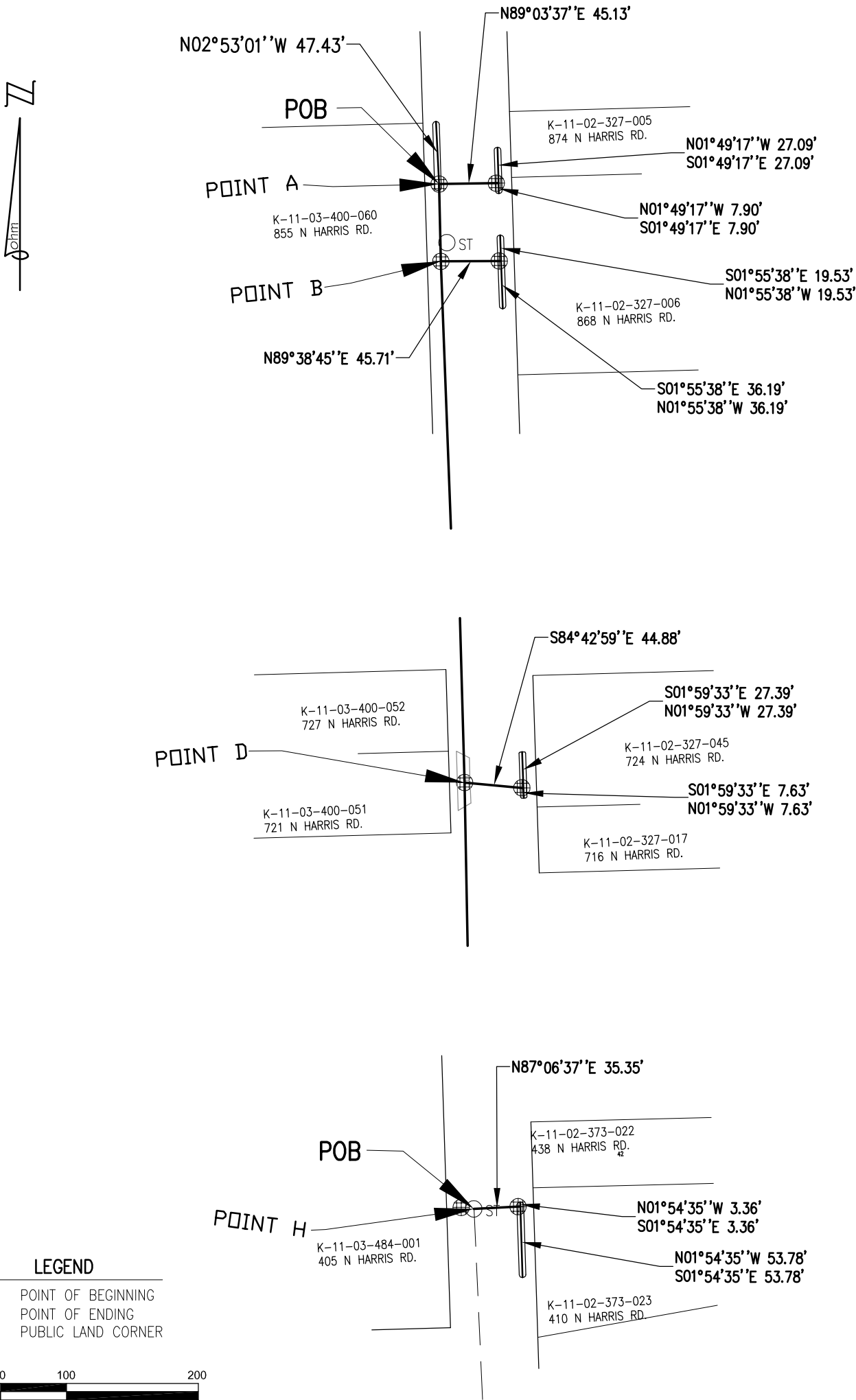
STORM SEWER		SCALE 1"=100'
PART OF SECTIONS 2, 3, 10 & 11 T.3S., R.7E., YPSILANTI TOWNSHIP WASHTENAW COUNTY, MICHIGAN		SHEET 4 OF 5
DATE: 11-19-2021	CLIENT: TOWNSHIP OF YPSILANTI	JOB # 0114-18-0030
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STORM SEWER SKETCH



STORM SEWER
PART OF SECTIONS 2, 3, 10 & 11
T.3S., R.7E., YPSILANTI TOWNSHIP
WASHTENAW COUNTY, MICHIGAN

SCALE
1"=100'
5
OF 5



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