

**INTERGOVERNMENTAL AGREEMENT
FOR THE CONTROL OF AQUATIC WEEDS IN COOLEY LAKE BETWEEN THE
CHARTER TOWNSHIPS OF WHITE LAKE AND COMMERCE**

This Agreement is made on the **XXth day of XXXXXX, 2024**, by and between THE CHARTER TOWNSHIP OF COMMERCE, a Michigan Municipal Corporation ("Commerce"), whose address is 2009 Township Drive, Commerce Township, Michigan 48386, and THE CHARTER TOWNSHIP OF WHITE LAKE, a Michigan Municipal Corporation ("White Lake"), whose address is 7525 Highland Road, White Lake, Michigan 48383 (collectively the "Parties").

RECITALS

WHEREAS, the majority of the properties surrounding the inland lake known as Cooley Lake are in White Lake, but twelve properties are in Commerce; and

WHEREAS, White Lake obtained a draft agreement for the treatment of aquatic weeds in Cooley Lake from Aqua-Weed Control Inc. ("Contractor") which included a description of the work to be performed ("Improvements") a copy of which is attached as Exhibit A; and

WHEREAS, the Urban Cooperation Act, 1967 PA 7, Ex. Sess., as amended, MCL 124.501 et seq. ("Public Act 7"), authorizes public agencies to enter into intergovernmental agreements in order to jointly exercise any power, privilege, or authority that the agencies share in common and that each might exercise separately; and

WHEREAS, Commerce and White Lake are public agencies as defined by Public Act 7. Each is authorized to make lake improvements including those associated with treating aquatic weeds, and to determine whether the whole or any part of the cost of an improvement shall be defrayed by special assessments against the properties benefitted by the improvement in accordance with the Public Improvements Act, Public Act 188 of 1954 ("Public Act 188"); and

WHEREAS, Section 8a of the Township and Village Public Improvement and Public Service Act, Public Act 116 of 1923, specifically authorizes townships to enter into agreements to control weeds in inland public lakes situated within more than one township; and

WHEREAS, the property owners abutting Cooley Lake in each of the Parties have petitioned the Parties to establish a special assessment district ("SAD") in accordance with Public Act 188 for the control of aquatic weeds and plants in Cooley Lake, a public improvement in accordance with MCL 41.722(1)(l); and

WHEREAS, the Parties intend to allocate the costs associated with treating Cooley Lake for aquatic weeds evenly among all lakefront property owners benefitted by the Improvement as one benefit unit regardless of the township in which they reside except those eleven vacant parcels on the island in the northwest corner of Cooley Lake ("Island Properties") located in White Lake which shall be assessed 25% of improved lakefront properties (0.25 benefit units); and

WHEREAS, the Parties have determined that the Improvement is in the best interest of their communities and have each determined the cost of the Improvement shall be defrayed by special assessments against the properties benefitted by the Improvement in accordance with Public Act 188, and as such, each Party has initiated the process of creating a SAD in their respective municipality.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. White Lake shall execute the agreement with the Contractor for the Improvement which shall benefit both Parties in the amount not to exceed One Hundred Two Thousand One Hundred and 00/100 (\$102,100.00) dollars, which shall be for a term of five (5) years.

2. The Parties agree that each property benefit unit shall be assessed One Hundred Eighteen and 00/100 (\$118.00) dollars per year which includes administrative fees. Each Party shall retain the administrative fees collected from properties within their jurisdiction.

3. Commerce shall remit One Thousand Three Hundred Eleven and 00/100 (\$1,311.00) dollars to White Lake annually for five (5) years, which amount shall represent One Hundred Nine and 25/100 (\$109.25) dollars per benefit unit, the proportionate share of the cost and expenses of the Improvement, excluding the administrative fee, for all twelve benefitted properties located within Commerce. Payment shall be made no later than April 15 of each year with the first payment due April 15, 2025.

4. White Lake shall process all invoices from the Contractor and shall ensure the annual payment to the Contractor for the Improvement is made in a timely manner.

5. This Agreement shall be effective thirty-one (31) days after the later of the two special assessment rolls are confirmed by the Parties. If either Party is unable to create a special assessment district sufficient to cover its payment requirements under this Agreement, then this Agreement shall be void and of no effect.

6. This Agreement shall terminate on December 31, 2029 following expiration of the special assessment districts.

7. The Parties acknowledge and agree that the recitals set forth in this Agreement are integral and shall be considered part of this Agreement as if fully set forth as numbered paragraphs in this Agreement.

8. The failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or at law.

9. This Agreement shall not be construed for or against either of the Parties and the Parties agree that it shall be deemed to have been drafted by both Parties.

10. Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unenforceable or invalid, the balance of this Agreement shall not be affected and shall remain enforceable.

11. This Agreement represents the entire understanding of the Parties to this matter.

12. This Agreement may be amended by mutual written agreement of the Parties.

CHARTER TOWNSHIP OF COMMERCE,
a Michigan municipal corporation

Larry Gray, Supervisor

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by Larry Gray, Supervisor of Commerce Township.

Notary Public

_____ County, Michigan

Acting in _____ County

My Commission Expires: _____

CHARTER TOWNSHIP OF WHITE LAKE,
a Michigan municipal corporation

Rik Kowall, Supervisor

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024,
by Rik Kowall, Supervisor of White Lake Township.

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

EXHIBIT A