



STATE OF MICHIGAN
VILLAGE OF STOCKBRIDGE
ORDINANCE NO. _____
(Enacted Month ____ Date ____ year)

**AN ORDINANCE APPROVING
TEXT AMENDMENT TO THE ZONING ORDINANCE TO
AMEND SECTIONS 6-188, STORM WATER MANAGEMENT
EXISTING ZONING ORDINANCE TO REQUIRE A STORM WATER MANAGEMENT LONG-
TERM MAINTENANCE AGREEMENT AND PLAN**

recitals

WHEREAS, the Village of Stockbridge (hereinafter, the “Village”) has adopted the Village of Stockbridge Zoning and Land Use Ordinance, (hereinafter the Zoning Ordinance) on October 1, 2019, which was adopted under the *Zoning Enabling Act of 2006*; and

WHEREAS, the Village has previously adopted text and/or map amendments to the Zoning Ordinance, which collectively is consider the Ordinance as previously amended.

WHEREAS, the Village and/or Planning Commission Chair requested the Planning Commission consider some Amendments to the Zoning Ordinance and the Planning Commission took it upon itself to consider additional amendments; and

WHEREAS, the Planning Commission met for many months developing revisions to the Zoning Ordinance; and

WHEREAS, the Planning Commission is therefore charged with coming up with the proposed language of the amendment and then scheduling a public hearing to take comment on the proposed amendment, pursuant to Section 6-329 (a) of the Zoning Ordinance.

WHEREAS, the Planning Commission has determined, via a recommendation to the Village Council to adopt the following Amendment or Additions to the Zoning Ordinance:

- a. Article VIII, Section 6-188 – Stormwater management [Amended]; and

WHEREAS, the Planning Commission before making such a recommendation, the Planning Commission took public comment on the proposed amendment language at a public hearing at 6:30 p.m. on Thursday, August 03, 2023 wherein the Village Clerk timely issued the required notices in the methods proscribed by MCL 125.3103 and MCL 125.3202;

WHEREAS, after taking into consideration the public’s comments, Section 6-329 (b) of the Zoning Ordinance requires the Planning Commission to identify and evaluate all factors relevant to the petition and report its findings and recommendation to the Village Council, taking into consideration the criteria for amendments of the official Zoning Ordinance set forth in Section 6-331 of the Zoning Ordinance.

WHEREAS, all costs the Village incurs in developing these amendments shall be charged to the Applicant, Village of Stockbridge, in accordance with Article III, Section 6-47, including the actual costs incurred by the Village, the Planning Commission, and/or the Zoning Administrator for:

- A. Any publication or mailing costs required by this Ordinance and/or state law;
- B. Any traffic reports deemed necessary to complete the processing of the request;
- C. Any legal services deemed necessary to complete the processing of the request;
- D. Any planner fees deemed necessary to complete the processing of the request;
- E. Any zoning administrator fees deemed necessary to complete the processing of the request;
- F. Any topographic studies deemed necessary to complete the processing of the request;
- G. Any engineering services deemed necessary to complete the processing of the request;
- H. Any other fees incurred by any other consultants deemed necessary by the above named governmental officials and/or entities to complete the processing of the request.

WHEREAS, the Planning Commission, after taking into account the input from the public hearings set forth above, in accordance the Zoning Ordinance and the Zoning Enabling Act, considering the criteria of Section 6-331 (a) - (h), recommended adoption of the amendments to Sections the Village Council.

Ordinance

SECTION 1: Chapter 6, Article VIII, Section 6-188 is amended to add the following additional requirement for Storm Water Retention and Detention systems:

Sec. 6-188. - Stormwater management.

(a) *Stormwater management.*

7. Storm water management long-term maintenance agreement and plan. Attachment #1.

1. Proprietor shall fully, completely, and unconditionally assume the obligations of maintaining the storm water management system in the Development as follows:
 - A. Proprietor agrees it will inspect, repair, and maintain, at its own expense, the storm drainage system which is located within the Development in conformity with all applicable laws and regulations and in conformity with this Agreement. If Proprietor fails to do so, then, upon reasonable notice to Proprietor, the Village may enter upon said premises for the purposes of inspecting, repairing, and maintaining said storm drainage system, in which event Proprietor agrees to pay to the Village all reasonable charges and expenses incurred thereon.
 - B. Proprietor, its agents, representatives, successors, and assigns shall comply with the terms of the inspection and maintenance schedule attached to the Agreement.
2. Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the Village harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any kind or nature whatsoever (hereinafter "Claims"), fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, inspection, maintenance, repair or operation (or omissions in such regard) of the storm water management system which is the subject of this Agreement. This indemnity and hold harmless shall include reasonable costs, expenses and attorney fees incurred by the Village in connection with such Claims or the enforcement of this Agreement.
3. This agreement shall bind Proprietor, its successors and assigns, and any person or entity claiming any right or ownership in the Development and shall run with the land.
4. This Agreement shall be recorded at Proprietor's expense with the Ingham County Register of Deeds.
5. Despite the indication of the drafter indicated below, which is included for recording purposes only, this Agreement shall not be construed in favor or against either Proprietor or Village, as it is the result of their mutual efforts.
6. In the event the Village ever installs a Storm Drain system reachable from said Proprietor property. Proprietor agrees to grant the Village an easement allowing the Village to Access Proprietors stormwater detention or retention system.

Section 6-80 - Appeals.

1. Any person aggrieved by an order, requirement, decision, or determination of the Village Manager or his or her designee as it relates to Section 6-72-6-80 only may appeal to the Village Council in accordance with the following procedures:
 - a. A written statement containing the specific reason(s) for the appeal must be filled with the Village Clerk within fifteen (15) calendar days of the date of the decision sought to be appealed.
 - b. The Village Council shall hold a hearing on the appeal, which shall be open to public comment and shall include an opportunity for the appealing party to present their appeal.

- c. Notice of the time and place for consideration of an appeal shall be sent by the Village Clerk by mail or personal delivery not less than ten (10) calendar days prior to the date of the hearing to the parties making the appeal.
- d. The Village Council shall issue its decision on the appeal within a reasonable time. In its determination of the appeal, the Village Council may take, but is not limited to, any of the following actions:
- e. Affirm the decision of the Village Manager or his or her designee with or without modification and with or without such conditions as the Board deems necessary or appropriate to further the intent and purposes of this article.
- f. Reverse the decision of the Village Manager or his or her designee and state its reasons for reversal.
- g. Make any other decision, determination, order, or requirement that the Village Manager or his or her designee could have made with respect to the subject matter of the appeal.
- h. The Village Clerk shall notify the parties making the request in writing of the Village Councils decision regarding the appeal.

SECTION 7: If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Village of Stockbridge declares that it would have passed this Ordinance and each section, subsection, clause, or phrase hereof, irrespective of the fact that any one or more section, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 8: That this Ordinance and the related rules, regulations, provisions, requirements, orders, and matters established shall take effect immediately upon publication, except any penalty provisions which shall take effect twenty (20) days after publication, pursuant to MCL§66.1; MSA§5.1271.

SECTION 9: Repealer - All Ordinances or parts of Ordinances in conflict with this Ordinance are repealed only to the extent necessary to give all provisions of this Ordinance full effect.

Adopted at a Meeting of the Village of Stockbridge held on ~~May 11, 2023~~.

Moved by:

Seconded by:

YEAS:

NAYS:

ABSENT:

ABSTAIN:

Village of Stockbridge

 By: Jill Ogden
 Its: Village President

Certification of Clerk

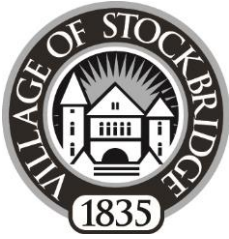
I hereby certify that the foregoing is a true and complete copy of an Ordinance adopted by the Village Council of the Village of Stockbridge, County of Ingham, State of Michigan, at a special meeting held on the 11th day of May, 2023, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the Minutes of said meeting were kept and will be or have been made available as required by said Act, and the foregoing Ordinance was published in a newspaper of local circulation on _____, 2023.

_____ Date: _____

Village of Stockbridge
Heather Armstrong
Village Clerk
Village of Stockbridge
305 W. Elizabeth Street, Room 107
Stockbridge, MI 49285
517.851.7435 (Office)
Email: clerk@vosmi.org

~~Drafted by: John L. Gormley (P53539)
Attorney for the Village of Stockbridge and
It's Planning Commission
Gormley Law Offices, PLC
101 Grand River Ave.
Fowlerville, Michigan 48836
517.223.3758~~

Attachment 1



**Village of Stockbridge
305 W. Elizabeth St.,
Stockbridge, Mi. 49285
517 - 851 – 7435**

STORM WATER MANAGEMENT LONG-TERM MAINTENANCE AGREEMENT AND PLAN

THIS AGREEMENT is made this _____ day of _____, 20___, by and between Village of Stockbridge a municipal corporation, 305 W. Elizabeth St. Stockbridge Michigan 49285 "Village", and _____ a Michigan _____, with principal offices located _____, hereinafter "Proprietor".

RECITALS

1. Proprietor is developing certain property located in Village of Stockbridge, Ingham County, Michigan known as _____ (the "Development") and as more particularly described in Exhibit "A" attached hereto.
2. Proprietor must construct a storm water management system to provide adequate drainage in the proposed Development as more particularly described in Exhibit "B" attached hereto.
3. The Village and Proprietor desire that the storm water management system to be constructed in the Development be maintained in perpetuity to ensure that it functions properly as designed and in conformity with applicable laws and regulations.

NOW, THEREFORE, for and in consideration of the mutual covenants and benefits to be derived hereunder, the receipt, adequacy and sufficiency of which is hereby acknowledged, and fully incorporating the above-stated recitals into the agreement, the Village and Proprietor agree as follows:

AGREEMENT

1. Proprietor shall fully, completely, and unconditionally assume the obligations of maintaining the storm water management system in the Development as follows:
 - A. Proprietor agrees it will inspect, repair, and maintain, at its own expense, the storm drainage system which is located within the Development in conformity with all applicable laws and regulations and in conformity with this Agreement. If Proprietor fails to do so, then, upon reasonable notice to Proprietor, the Village may enter upon said premises for the purposes of inspecting, repairing, and maintaining said storm drainage system, in which event Proprietor agrees to pay to the Village all reasonable charges and expenses incurred thereon.
 - B. Proprietor, its agents, representatives, successors, and assigns shall comply with the terms of the inspection and maintenance schedule attached to the Agreement as Exhibit "C".

2. Proprietor, its agents, representatives, successors and assigns shall defend, indemnify and hold the Village harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any kind or nature whatsoever (hereinafter "Claims"), fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, inspection, maintenance, repair or operation (or omissions in such regard) of the storm water management system which is the subject of this Agreement. This indemnity and hold harmless shall include reasonable costs, expenses and attorney fees incurred by the Village in connection with such Claims or the enforcement of this Agreement.
3. This agreement shall bind Proprietor, its successors and assigns, and any person or entity claiming any right or ownership in the Development and shall run with the land.
4. This Agreement shall be recorded at Proprietor's expense with the Ingham County Register of Deeds Within 60 days of the signature of the last party to the agreement and a recorded copy of same shall be mailed to the Village within 120 days of date of the execution of last party to this agreement .
5. Despite the indication of the drafter indicated below, which is included for recording purposes only, this Agreement shall not be construed in favor or against either Proprietor or Village, as it is the result of their mutual efforts.
6. In the event the Village ever installs a storm drain system reachable from said Proprietor property. Proprietor agrees to grant the Village an easement allowing the Village to Access Proprietors stormwater detention or retention system.

IN WITNESS WHEREOF, Proprietor and Village have executed this Agreement on the day and year first above written.

Name of Entity
 By:
 Its:

STATE OF MICHIGAN)
)ss:
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 201__ by _____, who stated under oath that s/he is the _____ of _____ and that this agreement was signed on behalf of the _____, by authority of its _____, and s/he acknowledged the execution of this agreement to be the free act and deed of the _____.

 Notary Public
 _____ County, Michigan
 Acting in Ingham County
 My commission expires: _____

Village of Stockbridge,
 a Michigan municipal corporation

By: _

By: _

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

Subscribed and sworn to before me this __ day of __, 2023 by Jill Ogdon Village President and Cindy Reames, Acting Village Clerk a Municipal corporation , on behalf of said Village in the village of Stockbridge , in Ingham County.

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

Drafted by:
Attorney for the Village of Stockbridge
Gormley Law Offices, PLC
Fowlerville, MI 48836
101 E. Grand River Ave.
(517) 223 - 3758

When Recorded Return To:
Village of Stockbridge
Attn: Village Clerk
305 W. Elizabeth St.
Stockbridge Mi. 49285

EXHIBIT A

Legal Description of Property.

EXHIBIT B

Map Depicting Physical Limits of Storm Water Management System.

EXHIBIT C

Detention Pond/Forebay

REQUIRED MAINTENANCE:

- Check the outlet regularly for clogging and clean when necessary (annually).
- If necessary based on surroundings, mow grass side slopes (two times per year).
- Inspect entire system at least annually including inlet/outlet pipes, restricted outlet structure(s), animal grates and filters.
- Check banks and bottom for erosion and correct as necessary (annually).
- Remove sediment when accumulation reaches six inches or if resuspension is observed.
- Reseed banks near inlet/outlet and stabilize eroded banks as necessary.
- Add grasses such as sedges and rushes.
- Remove dead vegetation (early spring) that obstructs flow.

If the outlet is pumped, then only a licensed electrician or company that provided the pump system should conduct any maintenance. Chemicals should not be applied to your detention basin, side slopes or buffer strip.

Manufactured/Underground Detention System

REQUIRED MAINTENANCE:

- Check the outlet regularly for clogging and clean when necessary (annually).
- Inspect entire system including inlet/outlet pipes, restricted outlet structure(s), and water quality structures (two times per year).
- Clean detention system if its volume has been reduced by more than 10 percent due to accumulation of silt and sediment.

Storm Sewer Collection System

REQUIRED MAINTENANCE:

- Check the outlet regularly for clogging and clean when necessary (annually).
- Inspect entire storm sewer distribution system (two times per year).
- Clean storm sewer structures when accumulation of silt and sediment reaches 6- inches or greater.
- Clean grates on inlets, outlets, and other storm sewer structures should be cleaned regularly.

- Water channels should be cleaned regularly.

**Upon completion of annual routine inspections,
documentation shall be provided to Village of
Stockbridge**

Mail to:

Village Of Stockbridge
305 W. Elizabeth Street.
Stockbridge, Mi. 49285
Attn: Department of Public Works