

**STATE OF MICHIGAN
INGHAM COUNTY
VILLAGE OF WEBBERVILLE**

**RESOLUTION 2016-02 A RESOLUTION APPROVING THE 321 AGREEMENT –
REGARDING WORK IN THE ROAD RIGHT OF WAY.**

At a regular meeting of the Village of Webberville Council, Ingham County, Michigan, held at the Village Council Chambers, 115 South Main Street, Webberville, Michigan, on **February 9, 2016**, at 6:30 p.m.

PRESENT: Ackerman, Berger, Lewis, Oesterle, Hitchcock.

ABSENT: - 0 -

The following resolution was offered by Ackerman and seconded by Lewis.

WHEREAS, the Village recognizes that it is necessary for the public health, safety and welfare to maintain and improve the Webberville Consolidated Drain pursuant to Public Act 40 of 1956, as amended, and that improvement of the Drain is required at this time to protect against flooding in the Village of Webberville; and

WHEREAS, on April 29, 2014, an independent Board of Determination issued an Order of Necessity for the maintenance and improvement of the Webberville Consolidated Drain at the conclusion of a hearing for which notice was sent to all interested landowners and municipalities; and

WHEREAS, improvements to the Webberville Consolidated Drain will entail work to be performed in public road rights-of-way under the control and jurisdiction of the Village, for which permission must be obtained from the Village pursuant to Section 321 of the Michigan Drain Code of 1956, MCL 280.321; and

WHEREAS, the Drain Commissioner has requested that the Village grant such permission to construct the Drain in road rights-of-way under the jurisdiction of the Village; and

WHEREAS, the Drain Commissioner has agreed to cooperate with the Village to provide unobstructed drainage from properties and roads during the course of the drain improvement project and to leave village roads in equal, or better, condition than they were in prior to said project once construction is complete; and

WHEREAS, the Drain Commissioner has provided a proposed “Agreement for Work in

Road Right of Way by Webberville Consolidated Drain Drainage District” for the Village’s consideration which agreement is acceptable to the Village.

NOW, THEREFORE BE IT RESOLVED THAT, pursuant to Public Act 40 of 1956, as amended, the Village hereby approves the Agreement for Work in Road Right of Way by Webberville Consolidated Drain Drainage District for execution in the form attached hereto.

BE IT FURTHER RESOLVED that the Village President and Village Clerk are authorized to sign the above referenced Agreement and to forward a copy of the signed Agreement to the Ingham County Drain Commissioner.

ADOPTED: YEAS: Ackerman, Berger, Lewis, Oesterle, Hitchcock.

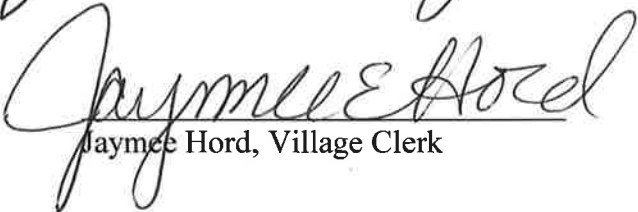
NAYS: - 0 -

The Resolution was declared and adopted.

VILLAGE OF WEBBERVILLE



Brad Hitchcock, Village President



Jaymee Hord, Village Clerk

**AGREEMENT FOR WORK IN ROAD RIGHT OF WAY BY
WEBBERVILLE CONSOLIDATED DRAIN DRAINAGE DISTRICT**

This agreement is made and entered into on this 9th day of February 2016, by and between the Webberville Consolidated Drain Drainage District (hereinafter "Drainage District"), administered by and under the jurisdiction of the Ingham County Drain Commissioner (hereinafter "Drain Commissioner") of 707 Buhl Avenue Mason, Michigan 48854-0220, and the Village of Webberville (hereinafter, the "Village") of 115 South Main Street, Webberville, Michigan 48892.

WITNESSETH:

WHEREAS, as a result of drainage problems and flooding experienced in the Drainage District, a Petition dated January 7, 2014 for consolidation and improvements, including but not limited to the cleaning out, relocating, widening, deepening, straightening, tiling, extending, improving, providing structures, and adding branches and a relief drain (hereinafter "Improvements") to the drain now known and designated as the Webberville Consolidated Drain (hereinafter "Drain") was filed by Leroy Township a municipality that will be liable for an assessment at large for at least a percentage of the total amount to be assessed for the cost of the Drain; and,

WHEREAS, an Order of Necessity was entered on April 29, 2014, determining that the Improvements sought by said Petition are necessary and conducive to the public health, convenience or welfare, and that the Drain should be improved and that Improvements to the Drain are necessary for the protection of the public health in Leroy Township and the Village of Webberville; and,

WHEREAS, the Drainage District is developing plans and specifications for Improvements to the Drain within the Drainage District, and is in the process of securing easements necessary for those Improvements; and,

WHEREAS, said Improvements are intended to relieve the drainage problem and flooding which the Petition sought to be addressed in a manner consistent with now-existing federal and state statutes and regulations and local ordinances; and,

WHEREAS, said Improvements entail work to be performed in public road rights-of-way under the control and jurisdiction of the Village, for which permission must be obtained from the Village pursuant to Section 321 of the Michigan Drain Code of 1956, MCL 280.321; and,

WHEREAS, the Drain Commissioner has requested that the Village grant such permission to construct the Drain in road rights-of-way under the jurisdiction of the Village; and

WHEREAS, the Village and Drain Commissioner agree to cooperate to assure that drainage from properties and roads is unobstructed and the roads are left in equal, or better, condition once construction is complete in accordance with the terms of this Agreement.

NOW THEREFORE, it is agreed by and between the parties as follows:

1. The Village grants license and permission to the Drainage District, its assigns and successors in interest, allowing said Drain to be constructed within and to occupy all granted road rights-of-way held by the Village for purposes of and necessary for construction, improvement, maintenance, and operation of the Drain, subject to and conditioned upon construction to be performed in the road right-of-way as depicted on the map attached hereto as Exhibit A.

2. The Drainage District is solely responsible for, and shall maintain, all Drainage Structures installed within the road rights-of-way for storm water drainage purposes, as depicted in the attached Exhibit A. The term "Drainage Structures" as used herein shall mean all storm sewer pipes, open ditches, tiles, culverts, trench drains, planting material, manholes, catch basins, vegetation and bio-retention areas installed by the Drainage District.

3. The Village shall not be obligated in the future to repair and maintain any Drainage Structures within the road right-of-way and route and course of the Drain.

4. Except as specifically set forth herein, this Agreement does not alter the Village's obligations for road administration, repair and maintenance of roads and road rights-of-way under its control and jurisdiction as provided by law.

5. Except as specifically set forth herein, this Agreement does not otherwise alter the Drainage District's obligations for maintenance and repair of the Drain as provided by law.

6. This Agreement shall not be construed as obligating the Village or the Drain Commissioner to expend funds in excess of appropriations or assessments authorized by law or otherwise commit the Drain Commissioner or the Village to actions for which they lack statutory authority.

7. For the Improvements that are the subject of this Agreement and for any future construction, maintenance and/or repair work, the Drain Commissioner, on behalf of the Drainage District, shall obtain from the Village all necessary permits required to perform same. Upon completion of construction, the Drainage District shall provide the Village with record drawings illustrating and detailing all Improvements constructed within the public road rights-of-way and identifying the Drainage Structures to be maintained by the Drainage District.

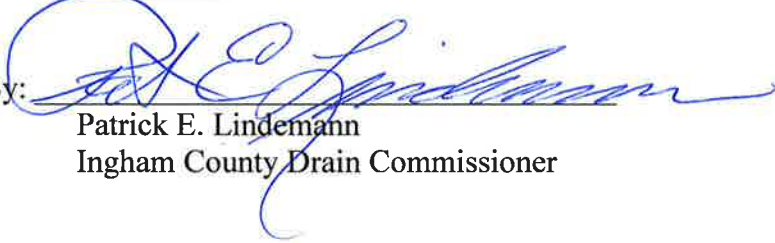
8. This Agreement is entered specific to the construction, improvement and maintenance of the Drain set forth in the Plans and Specifications, shall not be applicable beyond said Drain and Drainage District, and does not modify or transfer existing authorities of the Drain Commissioner and the Village one to the other. Any claims, positions and/or interpretations with respect to the applicability and/or enforceability of any law, regulation or ordinance are reserved by the parties.

9. This Agreement does not convey or grant easements or other rights or interests in the road right-of-way to the Drain Commissioner or Drainage District except as necessary for the construction, maintenance and repair of the Drain.

10. This Agreement is not intended to create, and does not create, any third-party rights, but has been entered into for the sole benefit of the parties hereto.

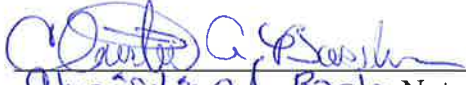
11. The individuals signing this Agreement on behalf of each party are, by said signatures, affirming that they are authorized to enter into this Agreement for and on behalf of the respective parties.

WEBBERVILLE CONSOLIDATED DRAIN DRAINAGE DISTRICT

By: 
Patrick E. Lindemann
Ingham County Drain Commissioner

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

The foregoing was acknowledged before me on this 18th day of February, 2016, by Patrick E. Lindemann, Ingham County Drain Commissioner on behalf of the Webberville Consolidated Drain Drainage District.


Christine A. Borden Notary Public
State of Michigan, County of Ingham
My commission expires: 4-19-2021
Acting in the County of: Ingham

VILLAGE OF WEBBERVILLE

By: [Signature]
Brad Hitchcock, President

By: [Signature]
Jaymee E. Hord, Clerk

As authorized by the Village of Webberville at its regularly scheduled meeting on 9th day of February, 2016.

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

The foregoing was acknowledged before me on this 16th day of February, 2016, by Brad Hitchcock, President of the Village of Webberville.

[Signature]
Shelley Miller, Notary Public
State of Michigan, County of Ingham Shawasssee
My commission expires: 10/30/2019
Acting in the County of: Ingham

STATE OF MICHIGAN)
)ss
COUNTY OF INGHAM)

The foregoing was acknowledged before me on this 16th day of February, 2016, by Jaymee E. Hord, Clerk of the Village of Webberville.

[Signature]
Shelley Miller, Notary Public
State of Michigan, County of Ingham Shiawasssee
My commission expires: 10/30/2019
Acting in the County of: Ingham

Prepared by and Return to:
Patrick E. Lindemann
Ingham County Drain Commissioner
707 Buhl Avenue
Mason, Michigan 48854-0220