

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 17, 2015
ADOPTED MINUTES
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1. CALL TO ORDER

The regular meeting of the Superior Charter Township Board was called to order by the Supervisor Kenneth Schwartz at 7:00 p.m. on February 17, 2015, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

2. PLEDGE OF ALLEGIANCE

The Supervisor Schwartz led the assembly in the pledge of allegiance to the flag.

3. ROLL CALL

The members present were Ken Schwartz, David Phillips, Brenda McKinney, Nancy Caviston, Rodrick Green, Lisa Lewis and Alex Williams.

4. ADOPTION OF AGENDA

It was moved by Caviston seconded by Lewis, to adopt the agenda as presented.

The motion carried by unanimous voice vote.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF JANUARY 20, 2015

It was moved by Caviston, seconded by McKinney, to approve the minutes of the regular Board meeting of January 20, 2015, as presented.

The motion carried by a unanimous voice vote.

6. CITIZEN PARTICIPATION

A. PLANNING COMMISSION INTERVIEWS

The interviews for planning commission were moved to new business.

B. ORDINANCE ENFORCEMENT OFFICER INTERVIEWS

Mr. Ronald Peatry was interviewed for the position of Ordinance Enforcement Officer. It is a part-time position, about 10 hours per week. Mr. Peatry explained that he was an ordinance enforcement officer for the City of Ann Arbor. He is very familiar with the process and responsibilities. He retired from the City of Ann Arbor. He resides in Superior Township and is very interested in the position.

C. CITIZEN COMMENTS

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There were none.

7. REPORTS

A. SUPERVISOR REPORT

Supervisor Schwartz reported on the following: On February 7, 2015 there was a homicide in Sycamore Meadows. It is the third homicide there in about the last three years. Sycamore Meadow Apartments is owned by Radney Management of Texas and does not appear to provide the level of management needed for this type of housing complex. Sheriff's Department staff indicated that for about the past year they have strongly encouraged Sycamore Meadows to repair, upgrade or install a new video surveillance system. However, Sycamore Meadows did not improve their video system and surveillance of the crime scene was missed due to a non-functioning camera. Sycamore Meadows has a long history of problems and Township officials have recently met with Sheriff's Department staff, Congresswoman Debbi Dingell and others to try and improve the situation. The complex requires an inordinate amount of police and fire response and does little to improve the area (plow the snow from the non-motorized trail, keep trash from blowing out of the dumpsters, provide recreation opportunities for the children, etc.). Congresswoman Dingell indicated she will be meeting with HUD officials to determine if the owner is meeting the contractual obligations for the project based Section 8 funds they receive from HUD. The agreement to upgrade the Harvest Lane area's streetlights to LED has been finalized and they should be installed and functioning by the end of March. The audit of Township's Utility department and General Fund start the next few weeks. Keith Lockie, the Controller, indicated that all required information is ready. This summer, the Road Commission will be doing intersection improvements to the Ford and Plymouth and Curtis and Plymouth Road intersections. The Township is responsible for a 10% match on both projects. The Road Commission will be using the PA 283 funds to complete numerous road improvement projects in the Township, Superior, Harris and MacArthur Roads will all be repaved. The Township will also request that Vorhies, Short and Panama be reconstructed. The Township applied for a \$10,000 grant for signs in the Dixboro area to provide way-finding to areas of interest (Dixboro General Store, the Village Green, etc.). Supervisor Schwartz has been working with a group from Dixboro to suggest improvements to the Dixboro area, such as removing dead trees from the Green, re-purposing the Freeman School and more special events. The Dixboro sub-area plan should also be reviewed and updated as some of the items have already been completed and there are new items that could be added. Township officials met with the Sheriff's Department, Building Official and State Representative Dave Rutledge to discuss the problems with the walk-aways from Fairfax Manor. Representative Rutledge indicated he will have state officials check Fairfax's license requirements and status. The Township is experiencing new construction in the subdivision. In January, eight building permits were issued for homes in subdivisions. There have been 19 building permits issued for Prospect Pointe subdivision.

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B. DEPARTMENT REPORTS: BUILDING DEPARTMENT, FIRE DEPARTMENT, ORDINANCE OFFICER REPORT, PARK COMMISSION MINUTES, UTILITY DEPARTMENT REPORT

It was moved by Caviston, seconded by Green, that the Superior Township Board receive all reports.

The motion carried by a unanimous voice vote.

8. COMMUNICATIONS

A. PORSHEA ANDERSON-TAYLOR, RESIGNATION FROM THE PLANNING COMMISSION

In a letter dated February 13, 2015, Porshea Anderson-Taylor indicated she was resigning from the Planning Commission effective April 2, 2015. She indicated that the commitments required for her professional career were making it difficult for her to attend the scheduled planning commission meetings.

It was moved by Caviston, seconded by Green, for the Board to accept the resignation letter from Porshea Anderson-Taylor.

The motion carried by unanimous voice vote.

9. UNFINISHED BUSINESS

There was no unfinished business.

10. NEW BUSINESS

A. RESOLUTION 2015-06, LEASE OF TOWNSHIP'S 8.1 ACRES AT GEDDES AND PROSPECT ROADS

Clerk Phillips explained that in June 2000, the Township leased the 8.1 acres at the northwest corner of Geddes and Prospect to Mr. and Mrs. Schofield for five years. They have used it as an extension of their neighboring Superior Stables. They have made some improvements to the property and there have been no problems. They have requested to lease the property for an additional five years.

The following resolution was moved by McKinney, seconded by Lewis:

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**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
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RESOLUTION 2015-06**

**A RESOLUTION FOR THE SUPERIOR TOWNSHIP BOARD OF TRUSTEES TO
APPROVE THE LEASE OF TOWNSHIP PROPERTY**

WHEREAS, the Superior Township owns 8.1 acres at the northwest corner of Geddes and Prospect Roads that is vacant land with a proposed future use as a fire station, and

WHEREAS, on June 21, 2010, the Township leased the property to William Schofield, Jr. for five years with the lease expiring on June 21, 2015, and

WHEREAS, during the time Mr. Schofield has leased the property he met all terms and conditions of the lease and maintained the property in good condition, and

WHEREAS, the Township does not foresee the need to use the property for construction of a fire station for at least two years and the lease agreement does contain a provision for the Township (lessor) to terminate the lease upon sixty (60) days prior written notice, and

NOW, THEREFORE, BE IT RESOLVED that the Superior Township Board approves a five year extension of the lease agreement with William Schofield, Jr., for the 8.1 acres of Township property located at the northwest corner of Prospect and Geddes Roads and authorizes the Township Administrative Staff to take all necessary actions as needed to sign and execute the agreement.

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Superior, County of Washtenaw, State of Michigan, certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Superior at a regular meeting held on the day of , the original of which resolution is on file in my office, 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, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act

IN WITNESS WHEREOF, I have set my official signature, this day of .



DAVID M. PHILLIPS, CLERK, _____

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CHARTER TOWNSHIP OF SUPERIOR

LEASE AGREEMENT BETWEEN SUPERIOR CHARTER TOWNSHIP
AND
WILLIAM J. SCHOFIELD, JR. AND JENNIFER L. SCHOFIELD

JUNE 21, 2015 to June 21, 2020

This agreement, entered into this day of , 2015, between Superior Charter Township (Lessor), a Michigan municipal corporation, whose address is 3040 N. Prospect, Ypsilanti, MI 48198, and the William J. Schofield, Jr. and Jennifer L. Schofield (Lessee), whose address is 8690 Cherry Hill Road, Ypsilanti, MI 48198.

Whereas:

- A. Lessor owns approximately 8.1 acres at the northwest corner of Prospect and Geddes Roads (legal description and plot map attached as Attachment A).
- B Lessee desires to lease the entire 8.1 acres for the purposes of cultivating, growing and harvesting hay. Portions of the property will also be used for pasturing and riding horses.

Now therefore, in consideration of the promises and covenants hereinafter contained, the parties hereto mutually agree as follows:

1. The term of this lease shall be from the 21st day of June, 2015, to the 21st day of June, 2020
2. As rent hereunder, Lessee shall pay the sum of \$400.00 per year said rent to be paid as follows: \$400 on or before June 21, 2015 and \$400 per year for each year that this Lease is in effect, payment being due on or before February 1st of each succeeding year.
3. Lessee will be limited to conduct the following uses and activities on Lessor owned property;
 - a. Clear land in order to plow, cultivate and till the soil for the purposes of planting hay;
 - b. Seed, fertilize and water the land for the purposes of planting hay;
 - c. Cut, harvest and bale the hay on the land;

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- d. Ride and pasture horses on the property;
 - e. All activities must comply with State of Michigan Generally Accepted Agricultural Management Practices (GAAMPS)
 - f. Other activities may be permitted upon request and subject to approval by Lessor.
4. Lessee shall not remove any trees, bushes, other natural vegetation, or fencing and fence posts without the written consent of Lessor.
 5. Lessee covenants and agrees that it shall not assign, transfer, or sublet said premises, or any part thereof, without the written consent of Lessor.
 6. Lessee shall farm the crop land in an efficient and businesslike way, doing the plowing, seeding, cultivating, fertilizing, herbiciding and harvesting at the proper time and in the proper manner in accordance with the usual farming practices followed in this area.
 7. Lessor shall have the right to enter onto the property at any and all time during the term of this Lease, however, Lessor shall not disturb, destroy or damage any growing crops while on the premises.
 8. Lessor may terminate this Lease upon sixty (60) days prior written notice to Lessee to be given only after the first full twelve (12) months of service under the five (5) year term. In the event Lessor elects to terminate this Lease while Lessee has crops planted on the Leased Premises, Lessee shall be permitted to continue cultivating the crops until they are harvested or until October 1st of the year of termination, whichever occurs first.
 9. Lessee shall not commit waste on or damage to the premises and will use due care to prevent their employees, agents, or others entering on the premises with their permission from so doing. Further, Lessee shall keep all areas of the premises not planted with crops mowed and free of debris and refuse.
 10. Lessee agrees to yield possession of the demised premises at the end of the term of this lease, however, if climatic conditions prevent Lessee from removing their crops by the end of the term of this lease, they shall have a reasonable period of time after the term to do so.
 11. If a default be made in the payment of rent above referred to or any part thereof, or any of the agreements herein contained to be kept by Lessee, it shall be lawful for Lessor, without notice, to declare the term ended and to remove and put out Lessee or any person or persons occupying the premises, using such force as

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may be deemed necessary in so doing. In the event of such a default, Lessor shall have a lien on the growing crops and may, at his option, take over the farming operations and harvest and market the crops, the proceeds of which shall be applied first to the reasonable labor and expenses of Lessor in growing and marketing said crops, with the then remaining balance to be applied to the unpaid rent due hereunder, and the remaining balance, if any, to be divided equally between Lessor and Lessee, after affording Lessee a reasonable amount for its costs and labor in connection with the crops.

12. Lessor does covenant that Lessee, on paying the aforesaid installments of rent and performing all of the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the premises for the term aforesaid.
13. In the event that any provision or portion of this agreement shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of this agreement shall not affect the validity or unenforceability of any other provision or portion of this agreement.
14. Lessee shall indemnify and hold harmless Lessor, its officers, employees and agents from all claims, suits or actions of every kind and character made upon or brought against the said Lessor, its officers, employees and agents for and on account of any injuries or damages received or sustained by any party or parties by or from the negligent acts or omissions on the part of said Lessee, its servants, agents, employees and sub-contractors in doing the work and rendering the services herein contained and also from all claims of damage for infringement of any patent in filling this lease. The indemnification shall include attorney fees and costs and all other expenses incurred in the defense of any claim, suit or action of every kind and character. Provided, however, that this paragraph shall not be construed to include the reimbursement of attorney fees or expenses to any insurance carrier of Lessor for such matters, entered into the defense of any litigation on behalf of Lessor and retains an attorney and incurs costs and attorney fees and expenses by reason of such defense. Additionally, Lessee shall at all times indemnify and keep Lessor harmless from all just claims incurred by or contracted for by Lessee, including but not limited: claims of all employees and mechanics for labor that shall be performed; claims for payment of material and equipment.
15. During the term of this Lease, Lessee shall maintain general liability insurance in the amount of one million damages and no cents (\$1,000,000.00) naming Lessor as an additional insurer. Lessee shall provide the Superior Township Clerk with a copy of the policy within 10 days of the execution of this Lease

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In witness whereof, the undersigned have set their hands this day of , 2015.

William J. Schofield, Jr.
Date:

Jennifer L. Schofield
Date:

SUPERIOR CHARTER TOWNSHIP

By: Ken Schwartz
Its: Supervisor
Date:

Ayes: Schwartz, Phillips, McKinney, Caviston, Green, Lewis, Williams

Nays: None

Absent: None

The motion carried. The resolution was adopted.

B. RESOLUTION 2015-07, ABANDON DRAIN DISTRICT IN PROSPECT WOODS

Supervisor Schwartz explained that the Superior Prospect Drainage District was established in 1993 to serve a residential development that was never constructed. The Water Resources Commission recommends that the Superior Prospect Drain be abandoned and provided the resolution and petition for the Township to start the process.

The following resolution was moved by Caviston, seconded by McKinney:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION TO PETITION THE WASHTENAW COUNTY WATER
RESOURCES COMMISSIONER TO ABANDON THE
SUPERIOR PROSPECT DRAIN AND DRAINAGE DISTRICT**

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RESOLUTION NUMBER: 2015-07

DATE: FEBRUARY 17, 2015

WHEREAS, the Superior Prospect Drain is an established county drain serving lands in Superior Township; and,

WHEREAS, the Superior Prospect Drain and Drainage District was established by contractual agreement through Chapter 18, Section 433 of the Michigan Drain code; and,

WHEREAS, the Superior Prospect Drain as defined by agreement was not constructed; and,

WHEREAS, the Superior Prospect Drain has no public utility and not necessary or conducive to the public health, convenience or welfare; and,

NOW THEREFORE BE IT RESOLVED, the Superior Township Board of Trustees deems that a petition be submitted to the Washtenaw County Water Resources Commissioner, for the abandonment of the Superior Prospect Drain as allowed by the Michigan Drain code of 1956, as amended.

BE IT FURTHER RESOLVED, that the Supervisor and Clerk are authorized to execute such petition and that a copy of this Resolution shall be attached thereto. Superior Township will petition pursuant to Chapter 17 of the Michigan Drain Code.

The motion carried by unanimous voice vote. The resolution was adopted.

C. RESOLUTION 2015-08, CONTRACT FOR CONSTRUCTION BOARD OF APPEALS

In a memo dated February 9, 2015, Building Official Rick Mayernik explained the benefits of the Township contracting with Washtenaw County to provide a Construction Board of Appeals to the Township. He recommends that the Township enter into the agreement with the County to provide the Construction Board of Appeals services.

The following resolution was moved by McKinney, seconded by Caviston:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
FEBRUARY 17, 2015
RESOLUTION 2015-08**

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**A RESOLUTION FOR THE SUPERIOR TOWNSHIP BOARD OF TRUSTEES TO
APPROVE A CONTRACT FOR CONSTRUCTION BOARD OF APPEALS SERVICES**

WHEREAS, Section 125.1514 of the Stille-Derossett-Hale-Single State Construction Code Act (Act 230 of 1972) (the Act) requires that each governmental subdivision enforcing the code shall maintain a Construction Board of Appeals, and

WHEREAS, Superior Township has maintained a Construction Board of Appeals for many years, however, during the past twenty-six years it has met one time, and

WHEREAS, the State has recently raised concerns related to possible conflicts of interest where Construction Board of Appeals members also provide construction inspection services to the same jurisdiction and this is an issue with Superior Township's current Construction Board of Appeals, and

WHEREAS, Washtenaw County maintains a Construction Board of Appeals under the Act and has offered to permit Superior Township use of the County Construction Board of Appeals to hear and decide all administrative appeals of the Township's Construction Code Enforcement Agency, and

WHEREAS, Washtenaw County offers the service of their Construction Board of Appeals at minimal cost to the Township, and

NOW, THEREFORE, BE IT RESOLVED that the Superior Township Board of Trustees approves the contract for Washtenaw County to establish the County Construction Board of Appeals as the construction board of appeals for the Township as required by the Act and to authorize Township officials to take all necessary actions to sign and execute the contract.

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Superior, County of Washtenaw, State of Michigan, certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Superior at a regular meeting held on the day of , the original of which resolution is on file in my office, 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, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act

IN WITNESS WHEREOF, I have set my official signature, this day of , 2015.

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DAVID M. PHILLIPS, CLERK,
CHARTER TOWNSHIP OF SUPERIOR

CONTRACT FOR CONSTRUCTION BOARD OF APPEALS SERVICE CR _____

SUPERIOR CHARTER TOWNSHIP

AGREEMENT is made this _____ day of _____, 2015, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 (“the County”) and SUPERIOR CHARTER TOWNSHIP, a municipal corporation, with offices located at 3040 N. Prospect Road, Ypsilanti, Michigan 48108 (“the Township”).

Whereas, the Township is the State Construction Code Enforcement Agency responsible within the Township boundaries for the administration and enforcement of the Stille-Derossett-Single State Construction Code Act, P.A. 230 of 1972, being MCL 125.1501 *et. seq.*, herein “the Act”;

Whereas, Section 14 of the Act, MCL 125.1514, requires the Township to create and maintain a construction board of appeals to hear and decide administrative appeals from decisions related to administration and enforcement of the Act by the Township Code Enforcement Agency;

Whereas, the County has established and maintains a construction board of appeals under the Act and is willing to permit the Township use of the County Construction Board of Appeals for the purpose of hearing and deciding all administrative appeals from decisions of the Township Construction Code Enforcement Agency in accordance with the terms and conditions of this Contract; and

Whereas, in accordance with the terms and conditions of this Contract the Township has determined to establish the County Construction Board of Appeals as the construction board of appeals for the Township as required under the Act.

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In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The County will permit Superior Charter Township's Building Administration Department and Construction Code Agency to utilize the County's Building Code/Construction Board of Appeals ("Board of Appeals") to hear and decide any appeal from decisions made by the Township's Construction Code Enforcement Agency and Official. The Township agrees to use dates for appeal hearings as established by the County and its Board of Appeals. The Township agrees to maintain its own Construction Code Official, enforcement agency, and a Secretary to record minutes of Township appeals heard by the Board of Appeals. The Township agrees to remit all appeal fees to the County. Such fees are currently \$150.00 for appeals concerning residential property and \$300.00 for appeals concerning commercial property. Fees are subject to change by Washtenaw County Board of Commissioners approval. The Township will be responsible for coordinating and sending information packets concerning Township appeals to Board of Appeals members not less than 7 working days prior to the scheduled Board of Appeals hearing. The Township will abide by the County's guidelines when compiling the information packets to be sent to members of the Board of Appeals. All Township appeals shall be heard by the Board of Appeals. The current location for hearings is 705 N. Zeeb Road, Ann Arbor, Michigan. The Township agrees to post all notices of Township appeals as required by law and in accordance with the Open Meetings Act.

ARTICLE II - REPORTING REQUIREMENTS

The Township agrees to provide the County Building Department and Board of Appeals with a written copy of each decision appealed to the Board of Appeals as part of the information packet for the appeal. Upon hearing the appeal, the Board of Appeals shall render and file its decision with a statement of reasons for the decision not more than 30 days after submission of the appeal. A copy of the decision and statement of reasons shall be delivered or mailed to the party making the appeal and the Township Building Administrator. The Board of Appeals shall maintain a record of decisions from Township appeals, properly indexed, and transmit copies to the Township along with any other writing prepared, owned, used, in the possession of, or retained by the Board of Appeals in the performance of a Township appeal. This record shall be made available to the public by the Township and/or the County in compliance with the Freedom of Information Act, Public Act 442, 1976.

All documents developed as a result of this Contract will be freely available to the public. Neither party may copyright any documents. During the performance of the services, the County will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense.

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ARTICLE III - TERM

This Contract begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**. This Contract will renew on an annual basis unless either party gives notice of its intent to terminate the Contract pursuant to Article VI.

ARTICLE IV - COMPLIANCE WITH LAWS AND REGULATIONS

The County and the Township agree to comply with all federal, state and local laws and regulations in the performance of this Contract and the services provided for herein.

ARTICLE V - EQUAL ACCESS

The parties shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age. The Township will add the Board of Appeals as an additional insured on its liability policies. The County shall maintain adequate liability insurance to cover liability claims for discrimination allegations against the Board of Appeals and shall indemnify and hold the Township harmless against any such claims arising from Township appeals heard by the Board of Appeals.

ARTICLE VI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate this Contract by giving thirty (30) days written notice to the other party.

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ARTICLE VII- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Township, will be incorporated into this Contract by written amendments signed by both parties.

ARTICLE VIII - CHOICE OF LAW AND FORUM

This Contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this Contract is in Washtenaw County, Michigan.

ARTICLE IX - EXTENT OF CONTRACT

This Contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE X –CONTRACT APPROVAL

This Contract shall be approved by parallel resolutions adopted by the County and the Township in accordance with Public Act 8 of 1967, MCL 124.531 *et. seq.* The terms of the Contract will be entered in the minutes of proceedings by each party. A copy of this Contract shall be filed with the Secretary of State prior to the effective date.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)

By: _____
Verna J. McDaniel (DATE)

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County Clerk/Register

County Administrator

APPROVED AS TO CONTENT:

SUPERIOR CHARTER TOWNSHIP

By: _____
(DEPARTMENT HEAD) (DATE)

By: _____
Kenneth Schwartz, Supervisor (DATE)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

The motion carried by unanimous voice vote. The resolution was adopted.

D. RESOLUTION 2015-09, REMODEL SHERIFF'S RESTROOM

Supervisor Schwartz explained that in August 2014 the Board approved putting out the remodeling of the Sheriff's Department restroom for bids and the Township received three bids, \$58,900, \$79,500 and \$91,000. It was felt that these bids were too expensive so the scope of the project was modified to reduce costs. The deadline for bids on the new approach was Friday, February 13, 2015 at 3:00 pm. Township staff and officials have not had enough time to full evaluate the bids but they are confident that the project can be completed for under \$30,000. Trustee Williams was interested in reviewing the bids. All of the bids will be provided to the Trustees.

The following resolution was moved by Lewis, seconded by McKinney:

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WASHTENAW COUNTY, MICHIGAN**

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**RESOLUTION TO ENTER INTO AN AGREEMENT FOR
THE REMODELING OF THE SHERIFF'S DEPARTMENT RESTROOM AT THE
TOWNSHIP HALL**

Resolution Number: 2015-09

Date: February 17, 2015

WHEREAS, the Charter Township of Superior owns and operates the Township Hall located at 3040 Prospect Road, Superior Township, MI 48198; and,

WHEREAS, the Township provides the Superior Township Substation to the Washtenaw County Sheriff's Department, which includes office space, a locker room and a rest room; and

WHEREAS, the restroom for the Sheriff's Department at the Superior Township Substation has not been improved in many years. It is outdated, needs repair and needs upgrading to adequately serve the male and female Sheriff's Department staff who work there; and

WHEREAS, the Township Board of Trustees previously approved the purchase of architectural services to produce schematic design and construction documents for the remodeling of the restroom (the Project), and

WHEREAS, the in July 2014, the Township Board previously approved accepting bids for the Project, and

WHEREAS, the bids that were received in August of 2014 were considered to be too expensive, and

WHEREAS, Township officials and staff modified the scope of the Project and re-bid the Project, and

WHEREAS, the new bids have been received and they are considerably less expensive than the previous bids received in August of 2014, and

NOW THEREFORE, BE IT RESOLVED, that the Superior Township Board of Trustees hereby approves the Superior Township Administrative staff to select the contractors to complete the Project at a total cost not to exceed \$30,000 and also authorizes them to take whatever actions are necessary to sign contracts and execute agreements to complete the Project with the cost appropriated from the Law Fund budget line item repair and maintenance 266-310-930-000 with a budget amendment completed if necessary.

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The motion carried by unanimous voice vote. The resolution was adopted.

E. ORDINANCE NO. 174-16, 5900 PLYMOUTH ROAD REZONING

Supervisor Schwartz explained that conditions may have been different when the 5900 Plymouth Road was zoned as Neighborhood Shopping Center district (NSC). However, the structure has been used as a single family residential home, which is not a permitted use in the NSC district and it does not meet the minimum lot size for NSC. The lot is 1.23 acres and the NSC zone requires a minimum lot size of 3.0 acres. All of these issues became apparent when the property was recently purchased and the new owner met with the Building Official. The planning commission recommended the property be rezoned to R-2 (single family residential district).

It was moved by Williams, seconded by McKinney, for the Board to approve the first reading of Ordinance No. 174-16 as follows:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

ORDINANCE # 174-16

The Board of Superior Charter Township of Washtenaw County, Michigan, hereby ordains that Ordinance Number 174, being the Superior Charter Township Zoning Ordinance, adopted August 4, 2008, and effective August 14, 2008, as amended, be amended as follows:

SECTION I

Superior Charter Township Ordinance Number 174, designated Superior Charter Township Zoning Ordinance, adopted August 4, 2008 and effective August 14, 2008, as amended, and the zoning district map attached thereto and made a part thereof, are hereby amended by rezoning the following described property at **5900 Plymouth Rd.** in Superior Township, Washtenaw County, Michigan, from NSC (Neighborhood Shopping Center District) to R-2 (Single-Family District)

Parcel Tax ID #: J-10-07-400-006

Legal Description: SU 7-11B COM AT SE CORNER SEC 7, TH N 1-13-35 E 218.76 FT TO
POBTH N89-00 W 152 FT, TH N 9-25-40 W 273.16 FT, TH N 74-30-20 E
211.40 FT ALONGC/L PLYMOUTH RD, TH S 1-13-35 W 328.67 FT TO POB
PART SE 1/4 SEC 7 T2S R7E 1.23 AC

SECTION II

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
FEBRUARY 17, 2015
ADOPTED MINUTES
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This Ordinance shall be published in a newspaper circulated within the Township of Superior within thirty (30) days following the final adoption thereof. This Ordinance shall become effective on the eighth day following said publication or such later date as is provided by law. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

CERTIFICATION

I, David Phillips, Clerk of the Charter Township of Superior, Washtenaw County, Michigan, hereby certify that this is a true copy of an Ordinance adopted by the Superior Charter Township Board for first reading at a regular meeting held on February 17, 2015 and for final reading on March 16, 2015. This Ordinance shall become effective on the eighth day following publication of second and final reading, or such later date as may be provided herein or by law.

Kenneth Schwartz, Supervisor

David Philips, Clerk

The motion carried by unanimous voice vote.

F. APPOINT PLANNING COMMISSIONERS

The Board reviewed Lynette Findley's letter of interest and resume. Board members were impressed with her education, experience and qualifications.

It was moved by McKinney, seconded by Green, for the Board to concur with Supervisor Schwartz' recommendation to appoint Lynette Findley to the Superior Township Planning Commission to a three year term, which begins on February 28, 2015.

The motion carried by a unanimous voice vote.

The Board interviewed Thomas Brennan and received his letter of interest. Board members appreciated his background and interest in the community.

It was moved by Caviston, seconded by Lewis, to concur with Supervisor Schwartz' recommendation to appoint Thomas Brennan to the Superior Township Planning Commission. He will complete the remainder of Porshea Anderson-Taylor's term and his term will begin upon Ms. Anderson-Taylor finalizing her date of resignation.

The motion carried by unanimous voice vote.

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G. APPOINT PART-TIME ORDINANCE ENFORCEMENT OFFICER

Board members were impressed with Mr. Peatry's experience and felt confident that he would be able to step-in and do the job. His hours, work status and rate of pay was discussed.

It was moved by McKinney, seconded by Williams, for the Board to approve the hiring of Mr. Ronald Peatry to the part-time position of Superior Township Ordinance Enforcement Officer.

The motion carried by unanimous voice vote.

11. PAYMENT OF BILLS

There were no Bills for Payment. It was moved by Caviston, seconded by Lewis, that the Record of Disbursements be received.

The motion carried by a unanimous voice vote.

12. PLEAS AND PETITION

There were none.

13. ADJOURNMENT

It was moved by Green, seconded by Caviston, that the meeting be adjourned. The motion carried by a voice vote and the meeting adjourned at 7:40 p.m. .

Respectfully submitted,

David Phillips, Clerk

Kenneth Schwartz, Supervisor