

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
MAY 21, 2012
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 at 7:30 p.m. on May 21, 2012, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

The members present were William McFarlane, Brenda McKinney, David Phillips, Nancy Caviston, Lisa Lewis and Alex Williams. Trustee Green was absent.

4. ADOPTION OF AGENDA

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

The motion carried by unanimous voice vote.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF APRIL 16, 2012

It was moved by Caviston, seconded by McKinney, to approve the minutes of the regular Board meeting of April 16, 2012, as presented.

The motion carried by a voice vote.

B. SPECIAL MEETING OF APRIL 26, 2012

It was moved by Caviston, seconded by McKinney, to approve the minutes of the regular Board meeting of April 26, 2012, as presented.

The motion carried by a voice vote.

6. CITIZEN PARTICIPATION

A. KEN PALKA, TOWNSHIP'S 2011 ANNUAL AUDIT

Ken Palka of Pfeffer, Hanniford, Palka, CPA's, completed a presentation to the Board on the Township's 2011 annual audit. The audit noted three minor deficiencies: some of the totals on the budgets provided to the Board for approval did not total correctly; some of the mileage vouchers did not contain the start and end mileage; and, one new hire did not sign to indicate they received and read the personnel manual. Mr. Palka indicated that all of the Township's funds were in very good shape. There are adequate reserve funds for all funds and expenditures compared favorably with expenditures. He said the Township is well-managed and complimented Township officials and employees for doing a good job

B. PUBLIC HEARING, HYUNDAI INDUSTRIAL FACILITIES TAX (IFT)

It was moved by Caviston, seconded by Lewis, to open the public hearing on Hyundai America Technical Center, Inc.'s application for an Industrial Facilities Tax abatement on their new construction.

The motion carried by a voice vote.

Mark Torigian, Corporate Counsel for Hyundai explained that the application is for a 50% abatement for 12 years on the proposed new construction, which includes a 20,000 square foot

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Hot and Cold Dyno Room, a new 200 square foot hazardous materials storage shed and 65 additional parking spaces. This is phase 1 of the expansion. Phase 2 of the expansion will include a new electrical substation that will provide 120kw service to the site. Hyundai received a \$2.5 million grant from the State of Michigan Economic Development Counsel to construct the substation. A Local Development Finance Authority and Tax Increment Finance Plan was established and approved by the Township so that some of the taxes collected on the new construction could be captured for payment to the State to reimburse a portion of the \$2.5 million grant. Mr. Torigian said Hyundai hopes to break ground on phase 1 of the expansion around the first or second week of June 2012.

There were no questions or comments from the public or from Board members.

It was moved by Caviston, seconded by McKinney, to close the public hearing.

The motion carried by a voice vote.

C. CITIZEN COMMENTS

Several residents who reside in Section 19 complained about how the Township denied them a burn permit. They made a presentation to the Board about their need to burn agricultural related waste in order to maintain their organic farm and requested the Township reconsider their request to burn for agricultural related activities.

7. REPORTS

A. SUPERVISOR REPORT

Supervisor McFarlane reported on the following: It has been more than five years since the Township inspected sidewalks. The Township will begin inspecting sidewalks this year. Geddes Ridge subdivision residents submitted a petition so that the Water Resources Commission conduct a Board of Determination in regards to the flooding that occurs primarily in the northeast corner of the subdivision. On May 31, 2012, Township officials will be meeting with Township employees to discuss options to reduce the cost of employee health care. The past several years the Township has experienced 10-12% increases in the cost of providing health care to employees.

B. DEPARTMENT REPORTS: BUILDING DEPARTMENT, FIRE DEPARTMENT, HOSPITAL FALSE ALARM, ORDINANCE OFFICER REPORT, PARK COMMISSION MINUTES, SHERIFF'S REPORT, ZONING REPORT

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

The motion carried by a voice vote.

C. FINALCIAL REPORTS, ALL FUNDS AS OF MARCH 31, 2012

It was moved by Caviston, seconded by McKinney, that the Superior Township Board receive all of the financial reports for the period ending .

The motion carried by a voice vote.

8. COMMUNICATIONS

A. MR. AND MRS. MAYNARD'S LETTER

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The Board received a communication from Mr. and Mrs. Maynard, which indicated that they experienced basement and septic field flooding problems because the house next door was not constructed properly. Mr. Maynard was present and said he first addressed the Board about this issue in 1997. He said he has had an ongoing problem with basement flooding and his drain field failed and he had to connect to the public sewer system. He said he has spent over \$37,000.00 of this own money to fix the problems. He requested the Township reimburse them \$37,902.94 for the expenses they claim they have incurred to rectify the problem or they will go to court.

It was moved by Caviston, seconded by McKinney, to receive the letter from the Maynard's.

The motion carried by a voice vote.

9. UNFINISHED BUSINESS

A. ORDINANCE NO. 174-07, KENNELS, ZONING ORDINANCE TEXT AMENDMENTS, SECOND READING

On January 25, 2012, the Planning Commission reviewed the proposed text change and recommended approval. The changes include the standards apply to only dogs, as there is a section in the Zoning Ordinance that applies to non-farm animals. The definition of kennel was changed so that the standards apply to the housing of personal pets and dogs housed for remuneration. The first reading was completed on April 26, 2012.

It was moved by Caviston, seconded by Lewis, to approve the second reading and adoption of Ordinance No. 174-07.

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

ORDINANCE NO. 174-07

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 to amend Section 5.106 (Kennel) and Section 17.03 (Definitions) of the Superior Charter Township Zoning Ordinance No. 174 by authority of the Public Act 110 of 2006 (being MCL 125.3101 et. seq., as amended)]

SUPERIOR CHARTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, HEREBY ORDAINS:

ARTICLE 5

USE STANDARDS

[DELETE and REPLACE the text of Section 5.106, as follows]

Section 5.106 Kennel.

The standards of this Section shall ~~not~~ apply to the keeping, housing or raising of ~~fewer than four (4) animals of the same species that are more than six (6) or more dogs over~~ six (6) months old ~~(such as dogs, cats, outdoor fowl or other domestic animals) for pets~~ for breeding, showing, boarding, training, competition, or as pets hunting purposes Kennels shall be licensed as required by Washtenaw County or other outside agency with jurisdiction, and shall be subject to the following additional standards:

1. Kennels shall have a minimum lot area of ten (10) acres.
2. The Planning Commission shall establish a limit on the maximum number of dogs that may be kept, housed or raised at one time as part of any Conditional Use Permit approval for a kennel.

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3. Structures or pens where ~~animals~~ dogs are kept, outdoor runs, exercise areas, and similar facilities shall not be located in any required yard setback areas. Such facilities shall be:
 - a. ~~Such facilities shall be~~ Set back a minimum of 300 feet from road rights-of-way, 100 feet from side and rear lot boundaries, and 50 feet from any watercourse.
 - b. ~~Structures where animals are kept, outdoor runs and exercise areas shall be~~ Screened in accordance with Section 14.10D (Methods of Screening).
4. The ~~facility~~ kennel shall be so constructed and maintained that odors, dust, noise, and drainage shall not constitute a nuisance or hazard to adjoining lots and uses.
5. The kennel shall be established and maintained in accordance with applicable sanitation regulations. The applicant shall submit a waste management plan for review as part of the Conditional Use Permit application.
6. ~~Animals-Dogs~~ shall be adequately housed, fenced, and maintained so as not to be or become a public or private nuisance.
7. All ~~animals~~ dogs shall be enclosed within a building at night.
8. All outdoor ~~animal~~ dog pens shall be enclosed with a six (6) foot high safety fence. ~~Animal-Dog~~ pen surfaces shall be of concrete pitched to contain and drain run-off from cleaning to a septic tank or other County approved system.
9. Preliminary and final site plans shall be required in accordance with Article 10.0 (Site Plan Review). The Planning Commission may impose other conditions and limitations deemed necessary to prevent or mitigate possible nuisances related to noise or odor.

ARTICLE 17

DEFINITIONS

[Revise the text of Section 17.03 to DELETE and REPLACE the definition of "kennel" and INSERT a sub-definition for "pen" as follows]

Section 17.03 Definitions.

107. **Kennel.** Any building, lot or premises where ~~four (4)~~ six (6) or more dogs ~~or cats over twelve (12) weeks over six (6) months~~ of age are kept, ~~or any structure, lot or premises where animals are kept or house for remuneration. housed or raised.~~ This definition shall not include the raising of animals for agricultural purposes, ~~or premises used for residential purposes, where the occupant keeps personal pets.~~ [also see Ord. No. 63 (Dog Control)]
- a. **Pen.** An enclosed and secured area in which one (1) or more dogs are restrained or confined for short or extended periods of time.

SECTION II

This Ordinance shall be published by posting in the Office of the Clerk, 3040 N. Prospect, Ypsilanti, 48198, and on the Township website – www.superior-twp.org – pursuant to Section 8 of the Charter Township Act, being MCL 42.8, 3(b) 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.

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SECTION III

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 April 16, 2012 and for final reading on May 21, 2012. 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.

David Phillips, Clerk

William McFarlane, Supervisor

AYES: McKinney, Phillips, Caviston, Lewis, Williams, McFarlane

NAYS: None

ABSENT: Green

ABSTAINED: None

The motion carried.

**B. ORDINANCE NO. 174-09, DEVELOPMENT AGREEMENTS, ZONING
ORDINANCE TEXT AMENDMENTS, SECOND READING**

Ordinance No. 174-09 proposes amendments to Section 14.03 of the Zoning Ordinance, which addresses when a development agreement is required. The intent of the revisions was to clarify when a development agreement is required. At the August 24, 2011 meeting, the Planning Commission reviewed and recommended approval of the proposed text amendments. On April 16, 2012, the Board approved the first reading of the ordinance. The Township Attorney reviewed the proposed ordinance and recommended that the proposed ordinance not be adopted and to leave the Section 14.03 of the Zoning Ordinance as is.

It was moved by Phillips, seconded by Caviston, that based on the opinion of the Township Attorney that amendment of Section 14.03 of the Zoning Ordinance is not warranted and for the Board to not proceed with the adoption of Ordinance 174-09.

Roll call vote:

Ayes: Phillips, Caviston, Lewis, Williams, McFarlane, McKinney

Nays: None

Absent: Green

The motion carried.

**C. ORDINANCE NO. 184, AMEND ORDINANCE NO. 63, DOG CONTROL
ORDINANCE, SECOND READING**

As a result of Ordinance 174-07, which proposed changes to the standards for kennels, it was also necessary to change Ordinance No. 63, Dog Control. The changes proposed by Ordinance No. 180, make the standards for kennels consistent in both Ordinance No. 63 and the Zoning Ordinance. There were some minor changes to the ordinance as adopted for first reading.

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References and use of the term “law enforcement officer” were corrected. Section 63-16 was added to address different options for the Township to impose penalties for violations of the Ordinance.

**CHARTER TOWNSHIP OF SUPERIOR
WASHTENAW COUNTY, MICHIGAN**

ORDINANCE 184

AN ORDINANCE TO AMEND ORDINANCE 63 – DOG CONTROL ORDINANCE

THE CHARTER TOWNSHIP OF SUPERIOR ORDAINS THAT THE TEXT OF THE ORDINANCE ADDRESSING DOG CONTROL, IS HEREBY AMENDED AS FOLLOWS:

Section 184.01, A new Section 63-02(1), Definitions, shall be added as follows and the remaining subsections of 63-02, Definitions, shall be numbered properly:

“Animal Control Officer. An animal control officer means any person employed by Washtenaw County whose duty it is to enforce local and state laws related to animal control.”

Section 184.02, Section 63-02(3), Definitions, shall be amended as follows:

Delete “Act No. 191 of the Public Act of 1929, as amended, being sections 317.71 to 317.85 of the Compiled Laws of 1948” and replace with “Part 427 (Breeders and Dealers) of the Natural Resources and Environmental Protection Act (Public Act 451 of 1994, as amended)”

Section 184.03, Section 63-02(5), Definitions shall be amended as follows:

Add “ including the Superior Township Ordinance Enforcement Officer, whose duty it is to preserve peace or enforce township ordinances.”

Delete “or to conservation officers and members of the state police.”

Section 184.04, Section 63-03, Enforcement shall be amended as follows:

Add “Except for enforcement duties specifically assigned by this ordinance to the animal control officer or a police officer,”

Section 184.05, Section 63-04, Complaints for Article Violations shall be amended as follows:

Add “or animal control officer”

Section 184.06, Amend Sections 63-09, Confinement for Rabies Observation; 63-10, Procedure for Recovery of Damages For Loss Of or Injury To Livestock or Poultry Caused By Dogs; and 63-14, Issuance and Contents, as follows:

Remove all references to “dog warden” and replace it with “animal control officer”

Section 184.07, Section 63.10, Procedure For Recovery Of Damages For Loss Of or Injury To Livestock or Poultry Caused by Dogs shall be amended as follows:

Delete “(2) Any person or law enforcement officer, violating or refusing to comply with any provisions of this ordinance shall be guilty of a misdemeanor and upon conviction shall pay a fine not less than \$10.00 nor more than \$500.00, or shall be imprisoned in the county jail for not exceeding three (3) months, or both such fine and imprisonment. Any person presenting a false claim, knowing it to be false, or receiving any money on such false claim, shall be guilty of a

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misdemeanor and upon conviction shall pay a fine of not less than \$10.00 nor more than \$100.00, or shall be imprisoned in the county jail for not exceeding three (3) months or both such fine and imprisonment.

Section 184.08, Amend Section 63.11, License Required, as follows:

Remove “this division” and replace with “the Washtenaw County Treasurer”

Section 184.09, Amend Sections 63.12, Application for Proof of Rabies Vaccination; 63.13, Fee; 63.14, Issuance and Contents; 63.15, Issuance, Size and Contents of Tag; Tag to be Worn by Dog; 63.18, Report of Unlicensed Dog; and 63.20, Effective Date, as follows:

Remove the Sections entirely and number the final ordinance properly.

Section 184.10, Add new Section 63.15 as follows

“Section 63-15 - Maximum Number of Permitted Dogs

No person who owns, keeps, cares for or harbors dogs over six (6) months in age shall permit such dogs to remain on or about any premises in a manner that exceeds the following standards:”

Maximum Number of Permitted Dogs over Six (6) Months in Age	Minimum Requirements
Up to three (3) dogs	Less than two (2) acres of gross lot area
Four (4) or five (5) dogs	Two (2) acres or greater of gross lot area
More than five (5) dogs	Compliance with all requirements for a kennel per the Superior Charter Township Zoning Ordinance No. 174, as amended

Section 184.11, a new Section 63-16 shall be added as follows:

“Section 63-16- Penalty

1. **Violation as misdemeanor.** A violator shall be guilty of a misdemeanor and upon conviction thereof, be fined not more than \$500.00 or imprisoned for not more than 90 calendar days, or both, and in addition, shall pay all costs and expenses involved in the case, including the cost of prosecution. Each day a violation continues shall be considered a separate offense. The imposition of any such fine or sentence shall not exempt the violator from compliance with this Ordinance.
2. **Violation as civil infraction.** The violator shall be responsible for a civil infraction for which the court may impose a civil fine of not less than \$100.00 nor no more than \$10,000.00 per day of violation plus all costs, direct or indirect, which the Township has incurred in connection with the violation, including the Township’s attorney fees. The imposition of any such fine shall not exempt the violator from compliance with this Ordinance.
3. **Injunctive relief.** The Township may commence civil suit seeking injunction, specific performance, mandamus, abatement or other appropriate proceedings to prevent, enjoin, abate or remove any violations of this Ordinance.

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- a. In the event the Township commences civil suit pursuant to this Section and it is determined that a violation has occurred, in addition to any other remedies to which the Township shall be entitled, it shall also be entitled to recover from the violator its actual attorney fees and costs incurred in enforcing provisions of this Ordinance.
 - b. A petition for injunctive relief shall in no way relieve the violator of any and all criminal or civil liability associated with the violation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, any other actions by the Township against the violator.
4. **Choice of remedy.** The decision to charge a violator with a misdemeanor or a civil infraction or to seek injunctive relief to enjoin violations of the Ordinance or any combination of these remedies shall be at the sole discretion of the Township.”

Section 184.12, a new “Section 63-17-Severability” shall be added as follows:

“Section 63-17 - Severability

All sections, terms, provisions or clauses of this Ordinance shall be deemed independent and severable. Should a court of competent jurisdiction hold any section, term, provision or clause void or invalid, all remaining sections, terms, provisions and clauses not held void or invalid shall continue in full force and effect.”

Section 184.13, a new “Section 63-18-Effective Date” shall be added as follows:

“Section 63-18 - Effective Date

This Ordinance shall be published by posting in the Office of the Clerk, 3040 N. Prospect, Ypsilanti, 48198, and on the Township website – www.superior-twp.org – pursuant to Section 8 of the Charter Township Act, being MCL 42.8, 3(b) within 30 days following the final adoption thereof. This Ordinance shall become effective immediately upon said publication.”

CERTIFICATION

I, David Phillips, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of Ordinance 184 adopted at a regular meeting of the Superior Charter Township Board held on May 21, 2012.

David Phillips, Superior Charter Township Clerk

William McFarlane, Superior Charter Township Supervisor

Roll call vote:

Ayes: McKinney, Phillips, Caviston, Lewis, Williams, McFarlane

Nays: None

Absent: Green

The motion carried.

10. NEW BUSINESS

A. UTILITY DEPARTMENT, RESOLUTION NO. 2012-14, GENERATOR SERVICE AGREEMENT

Rick Church, Utility Department Director, was present and provided a memo to the Board in which he requested approval to enter into an agreement with Bridgeway Power Generation to provide inspection and service to all of the Utility Department's generators and one generator funded by the General Fund at the Township Hall.

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

**CHARTER TOWNSHIP OF SUPERIOR
WASHTENAW COUNTY, MICHIGAN
MAY 21, 2012
RESOLUTION 2012-14**

A RESOLUTION FOR APPROVAL FOR ENTERING INTO A PREVENTATIVE MAINTENANCE AGREEMENT WITH BRIDGEWAY POWER GENERATION FOR ONE GENERAL FUND AND ALL UTILITY DEPARTMENT GENERATORS.

WHEREAS, the Superior Township Utility Department is a Michigan Charter Township, and

WHEREAS, the Superior Township Utility Department has the power, privilege and authority to maintain and operate a utility department providing water and sewer services for the water and sewer district of the Township, and

WHEREAS, the Utility Department recognizes the need to have a qualified company provide preventative maintenance services for all of the Utility Department generators and one General Fund generator in order to ensure that they are in good working condition, and

WHEREAS, the Department recommends Bridgeway Power Generation to provide the service at a price of \$5,517.92, and

NOW, THEREFORE BE IT RESOLVED: that the Superior Township Utility Department is allowed to enter into a service agreement with Bridgeway Power Generation and that the cost of this agreement is to be taken from the Utility Department Operation and Maintenance, and

NOW, THEREFORE BE IT FURTHER RESOLVED: that the Superior Township General Fund will reimburse the Utility Department for the cost of the maintenance agreement for the generator located at the Township Hall, 3040 N. Prospect

The resolution was adopted by unanimous voice vote.

B. UTILITY DEPARTMENT, REPAIR OF DRIVEWAY DAMAGE

Rick Church, Utility Department Director, was present and provided a memo to the Board in which he requested approval to enter into an agreement with Midwest Maintenance, Inc. to repair an 8' x 8' section of driveway at 8591 Somerset Lane, which surrounds a sanitary sewer manhole at cost of \$1,800.00. It is the Utility Department's opinion that the concrete in the driveway cracked and settled due to settling around the Utility Department's manhole.

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It was moved by Caviston, seconded by McKinney, for the Board to approve entering into an agreement with Midwest Maintenance, Inc. to repair the driveway at 8591 Somerset Lane at a cost of \$1,800.00.

The motion carried by a unanimous voice vote.

C. UTILITY DEPARTMENT, DRIVEWAY AND SIDEWALK REPAIRS

Rick Church, Utility Department Director, was present and provided a memo to the Board in which he requested approval to enter into an agreement with Rolland Cement to remove and replace damaged sidewalk sections at 10211 East Avondale Circle and 1780 Sheffield Drive at a cost of \$1,240.00. They were damaged when the Utility Department repaired water main breaks.

It was moved by Caviston, seconded by McKinney, for the Board to approve entering into an agreement with Rolland Cement to repair the sidewalks at 10211 East Avondale Circle and 1780 Sheffield Drive at a cost of \$1,240.00.

D. UTILITY DEPARTMENT, POWER ANNUCIATOR PANEL

Rick Church, Utility Department Director, was present and provided a memo to the Board in which he requested approval to enter into an agreement with U.I.S. Programmable Services to purchase and install a power annunciator panel at the Clark Road Sanitary Sewer Pumping Station at a cost of \$1,750.00. Currently, when there is an electricity outage, staff has to shut off the back-up generator, enter the dry well of the station, which is 25' below ground and physically test the pumps. This panel will provide verification when power is restored to the pumping station after an electricity outage and eliminate the need to turn-off the generator and enter the drywell.

It was moved by Caviston, seconded by Phillips, for the Board to approve entering into an agreement with U.I.S. Programmable Services for the purchase and installation of a power annunciator panel at the Clark Road Sanitary Sewer Pumping Station at a cost of \$1,750.00

The motion carried by a unanimous voice vote.

E. UTILITY DEPARTMENT, RESOLUTION NO. 2012-15 CORROSION ISSUES

Rick Church, Utility Department Director, was present and provided a memo to the Board in which he requested approval to enter into an agreement with Corpro companies, Inc. to perform a corrosion study and a corrosion evaluation at the Clark Road water booster station at a cost not to exceed \$10,000.00. Rhett Gronevelt, Township Engineer, was also present and provided information. Mr Church said they experienced several pinhole sized leaks in some of the pipes of the station and upon examination found that there was corrosion inside of the pipes. Mr. Church said the corrosion and leaks were a premature failure of the system and he needed additional information in order to determine how to resolve the problem.

The following motion was moved by Phillips, seconded by Lewis:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION FOR APPROVAL FOR ENTERING INTO AN AGREEMENT WITH
CORPRO COMPANIES INC. TO DO A CURSORY STUDY AND CORROSTION
EVALUATION OF THE PUMP STATION HEADER PIPING AT THE CLARK ROAD
WATER BOOSTER STATION**

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RESOLUTION NUMBER: 2012-15

DATE: MAY 21, 2012

WHEREAS, the Superior Township Utility Department is a Michigan Charter Township, and

WHEREAS, the Superior Township Utility Department has the power, privilege and authority to maintain and operate a utility department providing water and sewer services for the water and sewer district of the Township, and

WHEREAS, the Utility Department recognizes the need to perform preventative maintenance services on the Township's water booster station in order to ensure that it is in good working condition, and

WHEREAS, the Utility Department recommends that a corrosion study and a corrosion evaluation of the pump station be done

NOW, THEREFORE BE IT RESOLVED: that the Superior Township Utility Department has approval to have Corrpro Companies, Inc. perform a corrosion study and a corrosion evaluation at a cost not to exceed \$10,000.00 that will be paid from the Utility Department Operation and Maintenance Fund.

The Resolution was adopted by unanimous voice vote.

F. RESOLUTION NO. 2012-13, HYUNDAI, IFT

The application to establish an Industrial Facilities Exemption Certificate for the Hyundai requires a Resolution adopted by the Board.

**CHARTER TOWNSHIP OF SUPERIOR
WASHTENAW COUNTY, MICHIGAN
MAY 21, 2012
RESOLUTION 2012-13**

**RESOLUTION REGARDING THE APPROVAL OF AN APPLICATION OF HYUNDAI
AMERICA TECHNICAL CENTER, INC. FOR INDUSTRIAL FACILITIES EXEMPTION
CERTIFICATE FOR A NEW FACILITY**

Minutes of a Regular Meeting of the Board of Trustees for the Charter Township of Superior, Washtenaw County, Michigan, held in said Township on the 21st day of May, 2012.

PRESENT: McFarlane, McKinney, Phillips, Caviston, Lewis, Williams

ABSENT: Green

The following preamble and resolution were offered by Caviston
And supported by Lewis:

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on July 7, 2003, this Board of Trustees by resolution established Industrial Development District No. 1 as requested by the Eyde Company, and
WHEREAS, Hyundai America Technical Center, Inc., has filed an application for an Industrial Facilities Exemption Certificate with respect to a new facility to be acquired and installed within the Industrial Development No. 1; and

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WHEREAS, before acting on said application, the Charter Township of Superior Board of Trustees held a hearing on May 21, 2012, at the Superior Township Hall, in at 7:30 p.m., at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before April 16, 2012, the date of the acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in Superior Township; and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the Superior Township, after granting this certificate, will not exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

NOW, THEREFORE, BE IT RESOLVED BY the Board of Trustees of the Charter Township of Superior that:

1. The Board of Trustees finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974 and Act No. 255 of the Public Acts of 1978, shall not have the effect of substantially impeding the operation of the Charter Township of Superior, or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in the Charter Township of Superior.
2. The application of Hyundai America Technical Center, Inc. for an Industrial Facilities Exemption Certificate with respect to a new facility to be acquired and installed on the following described parcel of real property situated within the Eyde Company Industrial Development District No. 1, to wit:

Parcel 1: 10-32-100-003 (6800 Geddes Road):

ASSR REQ QCD L4621 P837 06/08/04 SU 32-1A PCL "I" COM AT NE COR OF SEC 32, TH S 87-03-35 W 60.00 FT TO A POB, TH S 02-12-36 E 2118.18 FT, TH S 87-03-35 W 1140.10 FT, TH N 02-12-36 W 2118.18 FT, TH N 87-03-35 E 1140.10 FT TO THE POB. PT OF NE 1/4 SEC 32, T2S-R7E. 55.44 AC.

be and the same is hereby approved.

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force and effect for a period of 12 years after completion.

AYES: McFarlane, McKinney, Phillips, Caviston, Lewis, Williams

NAYS: None

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Municipality of Superior Township, County of Washtenaw, State of Michigan, at a regular meeting held on May 21, 2012, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open

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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.



Dated: May 22, 2012

David Phillips
Superior Township Clerk

G. HYUNDAI RESEARCH AND DEVELOPMENT CENTER, HOT AND COLD DYNO ROOM DEVELOPMENT AGREEMENT

The expansion at the Hyundai Research and Development Center requires the execution of a development agreement. Clerk Phillips said that the proposed Development Agreement includes requirements that are already contained in the Zoning Ordinance, Engineering Standards, Building Department and other Township documents. It does not include anything that is not already required by the Township for such new construction.

It was moved by Phillips, seconded by Caviston, that the Board approve the following Development Agreement, Hyundai Research and Development Center, Hot and Cold Dyno Room, and authorize the Supervisor to sign the Agreement with the following conditions:

1) The Planning Commission approves the Final Site Plan as depicted by the plans dated May 7, 2012; 2) The Development Agreement is subject to a final review by the Township Attorney; 3) There are no changes to the terms or the substance of the Agreement.

**Superior Charter Township
Washtenaw County, Michigan**

**DEVELOPMENT AGREEMENT
Hyundai America Technical Center, Inc. (HATCI)**

**HYUNDAI RESEARCH AND DEVELOPMENT CENTER,
HOT AND COLD DYNO ROOM**

This Development Agreement ("Development Agreement II") entered into as of **May** ____, **2012**, by and between Hyundai Motor America, a California corporation ("**Owner**"), whose address is 3200 Park Center Drive, 2nd Floor Mail Center, Costa Mesa, California 92626 and Hyundai America Technical Center, Inc., a Michigan corporation ("**Applicant/Developer**"), whose previous address was 5075 Venture Drive, Ann Arbor, Michigan 48106, and whose current address is 6800 Geddes Road, Superior Township, MI 48198 and the Charter Township of Superior, a Michigan Municipal Corporation (*the* "**Township**"), whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198. Owner and Applicant/Developer are sometimes referred to collectively herein as "Owner/Applicant/Developer".

RECITALS:

- A. WHEREAS**, the Owner/Applicant/Developer desires to construct the following: a new two story addition to the existing central building consisting of approximately 19,172 square feet which will house the Environmental Chassis Chamber; Add 65 additional vehicular parking spaces to an existing parking lot on the north side of the central building; and, a new 200 square foot hazardous materials storage building. The cost of the improvements are estimated to be \$16,700,000.00.
- B. WHEREAS**, the Owner/Applicant/Developer desires to develop the new Facility pursuant to Section 7.106 and 10.12 as well as additional area plan requirements in Article 7 and Article 10 of the Superior Township Zoning Ordinance;

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C. WHEREAS, the subject property consisting of 132.84 acres, upon which the Facility will be constructed, is located at the SW corner of Geddes and Leforge Roads (*“the Property”*);

D. WHEREAS the legal description of the site is as follows:

Parcel 1: 10-32-100-003 (6800 Geddes Road):

ASSR REQ QCD L4621 P837 06/08/04 SU 32-1A PCL "I" COM AT NE COR OF SEC 32, TH S 87-03-35 W 60.00 FT TO A POB, TH S 02-12-36 E 2118.18 FT, TH S 87-03-35 W 1140.10 FT, TH N 02-12-36 W 2118.18 FT, TH N 87-03-35 E 1140.10 FT TO THE POB. PT OF NE 1/4 SEC 32, T2S-R7E. 55.44 AC.

Parcel 2: 10-32-100-007:

OWNER REQUEST SU 32-1B-1A PCL " II-A " COM AT NE COR OF SEC 32, TH S 02-12-36 E 2178.18 FT TO A POB, TH CONT S 02-12-36 E 369.59 FT, TH S 87-33-10 W 1803.00 FT, TH S 02-12-36 E 108.00 FT, TH S 87-33-10 W 504.33 FT, TH N 02-00-37 W 2636.05 FT, TH N 87-03-35 E 1098.21 FT, TH S 02-12-36 E 2178.18 FT, TH N 87-03-35 E 1200.10 FT TO THE POB. PT OF NE 1/4 SEC 32, T2S-R7E. 75.40 AC.

E. WHEREAS, all parking and drives for the Facility are to be bituminous asphalt with concrete curb and gutter

F. WHEREAS, the purpose of the Facility is for automotive testing and research and shall enhance international operations of Hyundai Motor Group;

G. WHEREAS, the Owner/Applicant/Developer desires to build all necessary infrastructure, for this new construction, such as, but not limited to, storm sewers, water main, drainage facilities, storm detention basins, sanitary sewer extension, driveways, sidewalks, curb and gutter, parking improvements, lighting and landscaping, without the necessity of special assessments by the Township;

H. WHEREAS, the Owner/Applicant/Developer desires to install the lot grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the additional drainage of stormwater from the development in such a manner as to avoid damage to any adjacent property or any adjacent lot, from an increase in the flow or decrease in water quality of stormwater from the subject development;

I. WHEREAS, all contracts, maintenance agreements, approvals, and conditions agreed to by the Owner, Owner/Applicant/Developer and the Township remain in effect including, but not limited to, conditions of all approvals by the Township regarding zoning and site plan approval on the subject site, maintenance of the public walking trail, engineering approvals, and permits that may have been issued by appropriate governmental review agencies for the subject site;

J. WHEREAS, on March 19, 2012 the Township's Board of Trustees passed a motion to approve the Amended Area Plan, with the date of the plan being January 27, 2012. On May 23, 2012 the Township's Planning Commission approved the final site plan, "Hyundai America Technical Center, Inc., Site Expansion Final Site Plan Phase 1", for the Owner/Applicant/Developer's Hyundai Research and Development Center, Hot and Cold Dyno Room;

K. WHEREAS, on **March 19, 2012**, the Township's Board of Trustees passed a motion to approve the amended area plan, "Hyundai America Technical Center, Inc., Site Expansion Final Site Plan Phase 1" with conditions; and on May 23, 2012 the Township's Planning Commission passed a motion to approve the final site plan for the

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Owner/Applicant/Developer's Hyundai Research and Development Hot and Cold Dyno Room.

- L. WHEREAS**, the approved final site plan for the Facility is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Property;
- M. WHEREAS**, Section 14.03 of the Zoning Ordinance, effective August 14, 2008, requires the execution of a Development Agreement in connection with the approval of the final site plan for the Development which Agreement shall be binding upon the Township, Applicant/Developer and the Owners of the site, their successors-in-interest, and assigns.
- N. WHEREAS**, the parties entered into a Development Agreement on May 28, 2004, (the Original Development Agreement") which was thereafter amended on March 16, 2009 (the "First Amended Development Agreement")
- O. NOW, THEREFORE**, in consideration of the promises and the mutual covenants of the parties described in this Agreement and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the Owner/Applicant/Developer's amended area plan and final site plan for the Facility, the parties agree as follows:

**ARTICLE I
GENERAL TERMS**

- 1.1 Recitals Part of Agreement.** The Owner/Applicant/Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective.
- 1.2 Prior Development Agreements.** Development Agreement II does not revoke or repeal either the Original Development Agreement as amended by the First Amended Development Agreement All of the obligations, rights and duties contained in the these prior Development Agreements shall continue in full force and effect unless specifically modified by the terms of this Development Agreement II.
- 1.3 Zoning District.** The Township acknowledges and represents that the Property is zoned Planned Manufacturing District (PM) for the Facility and for purposes of recordation shall be referred to as the **Hyundai Research and Development Center, Hot and Cold Dyno Room** This district is intended to permit and encourage development of environmentally clean and safe research and development facilities in a landscaped, low-density, campus-type environment, devoid of nuisance factors commonly found in standard industrial districts; encourage uses that support research and technology uses to develop in stages and in a planned, coordinated manner, according to an overall development plan; provide facilities and services necessary for the health, safety, welfare, and convenience of employees, customers, and visitors; encourage provision of open spaces, and protect and preserve natural features by incorporating such features into the plan for the district; prevent uses in the PM District from creating any dangerous, injurious, noxious, or otherwise objectionable condition that might result from fire, explosion, or radioactivity; noise or vibration; or pollution; and encourage development that will incorporate the best features of modern land design. The maximum Ground Floor Coverage is twenty percent (20%) and the maximum Floor Area Ratio is 0.40. The sum of the Ground Floor Area of all buildings and the area in parking spaces, drives, and loading spaces shall not exceed fifty percent (50%) of the area of the lot.
- 1.4 Approval of Site Plan.** The amended area plan dated January 27, 2012 and approved March 19, 2012 (Exhibit C) and the final site plan dated May 7, 2012 and approved May 23, 2012 (Exhibit D) copies of which are attached hereto and made a part hereof, has

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been approved pursuant to the authority granted to and vested in the Township pursuant to Public Act 110 of 2006, as amended.

- 1.5 Conditions of Site Plan Approval.** The Owner/Applicant/Developer and the Township acknowledge that the approved engineering plans for the Facility incorporate the approved conditions and requirements that were adopted by the Township Planning Commission, the Township Board of Trustees, consultants and departments of the Township.
- 1.6 Agreement Running with the Land.** The terms, provisions and conditions of the Agreement shall be deemed to be of benefit to the Property described herein, shall be deemed a restrictive covenant which shall run with the land and be binding upon, and inure to the benefit of the parties, their successors-in-interest and assigns; and may not be modified or rescinded except as may be mutually agreed to in writing by the Township, the Owner/Applicant/Developer and/or their respective successors. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of said property.

**ARTICLE II
PROVISIONS REGARDING DEVELOPMENT**

- 2.1 Permitted Principal Uses.** The principal use within the Hyundai America Technical Center and the Facility shall be for automotive testing and research with accessory administrative offices, laboratories and maintenance facilities as depicted on the Township's approved amended final site plan.
- 2.2 Payment of Fees and Invoices.** The Owner/Applicant/Developer shall pay all such applicable fees and invoices as may be due and payable prior to the issuance of building permits before any such permits are issued.
- 2.3 Tree Preservation.** Trees shown to be preserved and/or replaced on the amended final site plan shall be protected from encroachment by tree fencing installed at the drip line of the trees at all times during all phases of development and, if any trees shown to be preserved on the amended final site plan are damaged or removed, shall be promptly replaced by a like variety no less than four (4") inches in diameter.
- 2.4 Use of Detention Areas; Use of Open Space and Detention Areas.** Certain portions of the Development as defined herein are to be used for storm water retention and drainage, recreation, open space, and wetland purposes as depicted in the approved drainage plan and/or site plan. Except for sidewalks, landscaping improvements, storm drainage improvements, utilities or other improvements required to be installed by the Owner/Applicant/Developer and which are depicted on plans and specifications approved by the Township, no improvements shall be installed or constructed within any designated common element open space area or detention area without the prior approval of the Township as required by Township ordinance, which approval shall not unreasonably be conditioned or withheld.
- 2.5 Schedule for Improvements in General Common Element Open Space Areas and Detention Areas.** Owner/Applicant/Developer has completed all "General Common Element Open Space Areas and Detention Areas" and the improvements which are reflected in the approved final site plan dated April 28, 2004 of the Development, and the amended final site plan dated January 19, 2009. There are no additional "General Common Element Open Space Areas and Detention Areas" being installed during this expansion.
- 2.6 General Common Element Open Space and Detention Area Rules.** The Owner/Applicant/Developer shall regularly remove all construction debris and rubbish and be responsible for removing any man-made debris that is deposited in the General

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Common Element Open Space Areas and Detention Areas during the period of construction and shall maintain the areas to ensure that they are free of trash, rubbish or unsightly weeds and during the construction shall maintain the area and landscaping in an attractive state. Owner/Applicant/Developer shall preserve and retain the General Common Element Open Space Areas within the site in their natural state, with minimal intrusion, subject to the right of Owner/Applicant/Developer to install, maintain and repair the site improvements which are identified in the final site plan or the plans and specifications for the Development which have been approved by the Township.

2.7 Township Right of Enforcement Regarding General Common Element Open Space and Detention Areas. In the event the Owner/Applicant/Developer fails at any time to preserve, retain, maintain or keep up the General Common Element Open Space or Detention Areas during the construction in accordance with this Agreement, the Township may serve written notice upon the Owner/Applicant/Developer setting forth the manner in which Owner/Applicant/Developer has failed to maintain or preserve the General Common Element Open Space and Detention Areas in accordance with this Agreement or Amendment. Such notice shall include a demand that deficiencies in maintenance or preservation be cured within thirty (30) days of the notice. If the deficiencies set forth in the original notice, or any written modification thereof, are not cured within such thirty (30) day period or any extension thereof, the Township, in order to prevent the General Common Element Open Space and Detention Areas from becoming a nuisance, may, but is not obligated to, enter upon the General Common Element Open Space and Detention Areas and perform the required maintenance or otherwise cure the deficiencies. The Township's cost to perform any such maintenance or cure, together with a surcharge equal to fifteen percent (15%) for administrative costs, shall be assessed to the owner of the site at the time such maintenance or cure is performed (or said owner's successors or assigns), placed on the next Township tax roll as a special assessment, and collected in the same manner as general property taxes.

2.8 Storm Water Management. No part of any retention/detention pond area located within the Development, or affected by the Facility, shall be allowed to remain in an unkempt condition. All grass and growth located within the Development, or affected by the Facility, shall be maintained and cut in accordance with Township ordinances. The inlets and outlets located within the Development, or affected by the Facility, shall be kept functioning as originally designed and accepted. The Owner/Applicant/Developer has a continuing responsibility to preserve, retain, maintain and keep operational such retention/detention basin areas, inlet and outlet areas, etc., whether arising under this Agreement or any other open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from and after the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied that they are proper and complete.

In the event Owner/Applicant/Developer at any time fails to maintain or preserve such retention/detention basin areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township may serve written notice upon the Owner/Applicant/Developer setting forth the deficiencies in the maintenance and/or preservation of the retention/detention basin area, inlet and outlet areas, etc. Said written notice shall include a demand that deficiencies in maintenance and/or preservation be cured within thirty (30) days of the date of said written notice. If the deficiencies set forth in the original notice, or any subsequent written notice thereto, are not cured within such thirty (30) day period or any extension thereof, the Township in order to prevent the retention/detention basin areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the retention/detention basin areas, inlet and outlet areas, etc. and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a fifteen percent (15%) surcharge for administrative costs, shall be assessed to the owner of the site at the time such maintenance and/or preservation is performed or its successors or assigns, placed on the next Township roll as a special assessment and collected in the same manner as

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general property taxes.

- 2.9 Landscape Plan for Development.** The Owner/Applicant/Developer shall provide a complete landscape plan for the area covered by the new expansion depicting the type, size, and location of landscaping materials including all planned irrigation systems. Such landscaping plan shall be submitted and approved by Township's consultants prior to any building permit being issued.
This landscape plan shall supplement any previously approved landscape plans.

- 2.10 No Disturbance of Wetlands.** No regulated wetland within the Development shall be modified in any manner by any person or entity unless all necessary permits for such modification have been issued by all governmental units or agencies having jurisdiction over such wetlands within the Development.

- 2.11 Township Wetland Ordinance.** Owner/Applicant/Developer shall comply with the Township's Wetland Ordinance, including such requirements as may be imposed in that ordinance with respect to wetland mitigation. The Owner/Applicant/Developer shall comply with wetland mitigation requirements imposed in connection with the issuance of any permit that may be required from the Michigan Department of Environmental Quality ("MDEQ") and the Owner/Applicant/Developer shall provide the Township with all documentation and correspondence concerning any wetland mitigation process carried out pursuant to such approvals as may be issued by the MDEQ. Such Documentation would include, but not be limited to, all wetland monitoring reports, violation notices, or any type of documentation relating to the subject development.

The Owner/Applicant/Developer shall establish such conservation easements as may be required for the preservation of wetland mitigation areas as shown on the approved final site plan. The conservation easements may be modified with proper approval of the Township Planning Commission or Board, which shall not be unreasonably conditioned or withheld.

- 2.12 Construction Access.** Owner/Applicant/Developer shall take all reasonable measures requested by the Township to reduce any dust or unreasonable amounts of material on the road created by trucks traveling to and from the construction site, when requested in writing by the Township, the expense of which shall be born exclusively by the Owner/Applicant/Developer.

- 2.13 Continuation of Services.** Owner/Applicant/Developer shall take all reasonable measures to ensure that all vehicle and pedestrian access to the Hyundai America Technical Center shall be maintained during the period of construction.

- 2.14 Engineering and Certification.**

A. By the date the Final Certificate of Occupancy is issued, Owner/Applicant/Developer shall furnish three Mylar As-built Drawing plans signed and sealed by an engineer licensed in the State of Michigan indicating that the site grading, water transmission system, sanitary sewer system, storm water conveyance, soil erosion/sedimentation, detention/retention facilities, have been constructed in substantial accordance with the approved engineering plans. All inspections for water and sewer (sanitary and storm) installations are to be performed by the Township engineers, with applicable fees paid by Owner/Applicant/Developer. The Township will review and approve improvements in accordance with the Township "Engineering Design Specification for Site Improvements" and other applicable laws and ordinances. Until such time as the Owner/Applicant/Developer has fulfilled its obligations under this Section no Certificate of Occupancy shall be issued.

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B. Owner/Applicant/Developer shall furnish As-Built Drawing plans in a digital format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings.

2.15 Inspection Escrow for Improvements as Shown on Final Site Plan.

Owner/Applicant/Developer has provided a layout to the Township showing all site improvements which the Owner/Applicant/Developer proposes to install therein, as reflected in the approved final site plan. Site improvements shall include but not be limited to streets and drives, parking lots, walkways, grading, required landscaping, required screens, and storm drainage systems as cited in Section 1.12(C) of the Superior Charter Township Zoning Ordinance. Prior to the scheduling of the pre-construction meeting, the Owner/Applicant/Developer will deposit **an amount to be determined by the Township's Engineering Standards** in escrow with the Township to secure the cost of inspection of the site by the Township's engineers or any other experts retained by the Township to perform inspections pursuant to this Development Agreement II. . The Owner/Applicant/Developer will deposit such funds with the Treasurer's Office in the form of cash or a check payable to the Charter Township of Superior. The escrow funds shall state "Escrow for inspection of site improvements as shown of the Final Site Plan for Hyundai Research and Development, Hot and Cold Dyno Room as stated in Section 2.5 of the Development Agreement II". All site improvements shall be installed as agreed upon between the Owner/Applicant/Developer and the Charter Township of Superior as presented on the final site plan approved and signed by the Planning Commission. The Township shall refund its unused portion of the escrow within ten (10) business days after review and approval of the designated site improvements, such approval not to be unreasonably conditioned or withheld.

2.16 Underground Utilities. If any underground utilities are required to be modified or installed, the Owner/Applicant/Developer shall install all electric, telephone, cable and other communication systems underground in accordance with the requirements of the applicable utility company. The Owner/Applicant/Developer agrees to install all utility infrastructures (water/sewer) as may be prescribed by Ordinance and agrees to extend the water main across the entire frontage of the site as required in the Township Engineering Standards, Section I by 2016, or as otherwise agreed to by both parties (Owner/Applicant/Developer and Township).

2.17 Utility Fees. The Owner/Applicant/Developer shall pay Utility Trunk and Transportation fees and Availability fees imposed by the Township Utility department, as specified in Exhibit A entitled "On-Site Privately Owned Sanitary Sewer Lift Station and Force Main", prior to the issuance of the building permit. All water and sewer lines internal to the site will be privately owned and maintained, including fire protection maintenance.

2.18 Performance Guarantee for Site Improvements. The Owner/Applicant/Developer shall provide security in the form of escrow in **an amount to be determined by the Township's Engineering Standards** prior to the scheduling of the pre-construction meeting as required by Section 1.12 (C) of the Township's Zoning Ordinance. The escrow funds shall comply with all statutory requirements and shall equal the total estimated cost for completing construction of the Facility and all associated site work including, but not limited to, paving, underground utilities, grading, soil erosion, and site restoration, including contingencies, as estimated by the Owner/Applicant/Developer's engineer and approved by the Township Engineers and Township Administrative staff . The escrow funds shall state "Security for Site Improvements and Other Items as stated in Section 2.18 of the Development Agreement Hyundai **Research and Development, Hot and Cold Dyno Room.** The Owner/Applicant/Developer will deposit such funds with the Treasurer's Office in the form of cash, letter of credit or a check payable to the Charter Township of Superior.. All Site Improvements and other items required by Development Agreement II, as stated above shall be installed, as depicted on the Final

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Site Plan and in the approved final engineering plans, by no later than the time of application for the final certificate of occupancy. The Township shall release the escrow funds within twenty (20) business days after review and approval of the Facility, signified by the issuance of a final certificate of occupancy, said approval not to be unreasonably conditioned or withheld.

- 2.19 Engineering Approval of Plans.** In accordance with Superior Township Ordinance and Superior Township's Engineering Design Specifications, no construction work shall be performed on the Facility until engineering plans are reviewed and approved. The Township agrees that all plan reviews required by its engineer shall be completed expeditiously.
- 2.20 Soil Erosion Maintenance & Guarantee Bond.** Prior to the issuance of a building permit for the Facility, the Owner/Applicant/Developer shall obtain and provide copies of a soil erosion permit (or waiver) obtained from the Washtenaw County Soil Erosion and Sedimentation Control Department.
- 2.21 Dedication of Utility Easements.** The Owner/Applicant/Developer has dedicated utility easements (40 feet width) along the west and south borders of the Property. The Owner/Applicant/Developer shall agree to allow utility looping when future development is proposed if the Township so desires. Any looping of utilities shall be at the sole expense of the Township. The Township agrees to abandonment of the utility easements, with relocation of the utility easements to the outer most borders of the Owner/Applicant/Developer's property, in the event of additional land purchases by the Owner/Applicant/Developer at the subject location. Owner/Applicant/Developer agrees to dedicate any new utility easements necessary for the completion of this new expansion. The relocation of any utilities shall be at the sole expense of the Owner/Applicant/Developer.
- 2.22 Private Utilities.** The Township Utility Department may periodically inspect the connection at the interface of the public and private water system upon reasonable notice and at times and manners that will not interfere with the delivery of utilities to the Owner/Applicant/Developer for an unreasonable length of time. The Owner/Applicant/Developer shall be completely responsible for all fire protection water needs on the site, as a private firewater loop will be in use. The Owner/Applicant/Developer shall be completely responsible for diligent maintenance of the private firewater loop systems and appurtenances, particularly the pumping facilities and force main. The Township accepts no responsibility for these items, except as outlined in attached Exhibit B
- 2.23 Public Utilities.** The Owner/Applicant/Developer shall submit an irrevocable letter of credit in the amount of \$10,000.00 prior to issuance of substantial completion of the public underground utilities. This irrevocable letter of credit will not be released until the Township issues "final acceptance" of the public utilities after completion of the building within the Development. The Township agrees not to unreasonably condition or delay the grant of the approval or the release of the letter of credit. This letter of credit will be used by the Township to repair damages, which occur to the public utility system after substantial completion but prior to final acceptance, if the Owner/Applicant/Developer, promptly upon the Township's written request, does not complete such repairs.
- 2.24 Construction Work Schedule.** Construction work (including excavation, demolition, alteration and erection) and construction noises shall be prohibited at all times other than:

MONDAY THROUGH FRIDAY – 7 A.M. – 7 P.M.

SATURDAY

- 8 A.M. – 5 P.M.

The Township may issue a work permit for hours other than listed above upon written request of the owner or owner's representative. The request must demonstrate unusual or unique circumstances relating to the proposed construction hours and approval shall not be unreasonably conditioned or withheld.

- 2.25 Removal of Construction Debris.** Owner/Applicant/Developer shall remove all discarded building materials and rubbish at least once each month during construction of the Facility and within one month of completion or abandonment of construction. No burning of any kind will be allowed on the site in conjunction with the construction of the Development and the Facility, including the burning of trees, brush, stumps, or vegetative materials, while clearing the site, or of construction materials during construction.

**ARTICLE III
MISCELLANEOUS PROVISIONS**

- 3.1 Modifications.** This Amendment may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Amendment.
- 3.2 Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Michigan.
- 3.3 Township Approval.** This Amendment has been approved by the Owner/Applicant/Developer and Township, through action of the Township Board at a duly scheduled meeting.
- 3.4 Owner/Applicant/Developer Approval.** The signers on behalf of Owner/Applicant/Developer below represent by their signatures that they represent and have authority to bind such parties. Owner has signed to show only that it consents to the terms of the Amendment being made applicable to the Property.
- 3.5 Execution in Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Amendment. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 3.6 Pre-Construction Meeting with Builder.** Prior to the commencement of said construction of the Facility, the Owner/Applicant/Developer shall schedule a meeting with its construction manager and the Township's applicable departments, officials, and consultants to review the applicable policies, procedures and requirements of the Township with respect to construction of the subject development.
- 3.7 Continuing Obligations:** By execution of this Amendment, the parties do not intend to release Owner/Applicant/Developer, or the Township, from any continuing obligations under the Agreement, except where this Amendment clearly indicates such intent.

**ARTICLE IV
CHARTER TOWNSHIP OF SUPERIOR HEREBY AGREES:**

- 4.1 Ratification of Agreement.** The Township confirms and ratifies its agreements and undertakings as set forth in this Amendment.

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- 4.2 Inspections** In consideration of the above undertakings to approve the development, the Township shall provide timely and reasonable Township inspections as may be required during construction of the Facility.
- 4.3 Continued Review.** The Owner/Applicant/Developer shall be required to review conformance of the Agreement and this Amendment with Township Officials and/or designated Township consultants on a yearly basis or at such time as reasonably necessary by the Township until all escrows and letters of credit issued by the Owner/Applicant/Developer have been extinguished or released.
- 4.4 Fees.** The Owner/Applicant/Developer, if in default of a material provision of the Agreement and this Amendment, shall pay for reasonable reviews necessary to determine conformance of the Facility to this Amendment. This fee would include reasonable review time at reasonable rates by the Township Engineer, Planner or Attorney.
- 4.5 Recordation of Agreement.** The Township will record this Amendment with the Washtenaw County Register of Deeds. All costs associated with the recording of this Amendment shall be borne by the Owner/Applicant/Developer.

IN WITNESS WHEREOF, the parties have executed this Amendment as the year and date set forth above.

WITNESSES:

OWNER

**HYUNDAI MOTOR AMERICA, a
California corporation**

By:

**Its: Executive Director Human
Resources and Administrative Services**

Treasurer

Its:

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STATE OF CALIFORNIA)
)
 COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this _____ day of _____ 2012, by _____, Executive Director Human Resources and Administrative Services of Hyundai Motor America, a California corporation, on behalf of the company.

 Notary Public
 _____ County,
 California

My Commission Expires:

**APPLICANT/DEVELOPER:
 Hyundai America Technical
 Center, Inc., a Michigan corporation**

By:

 ,
Its: President

Approved By:

 Mark S. Torigian, Esq
 General Counsel, HATCI

STATE OF MICHIGAN)
)
 COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this _____ day of _____ 2012 by _____, President of Hyundai America Technical Center, Inc., a Michigan corporation, on behalf of the company.

 Notary Public
 _____ County,
 Michigan

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TOWNSHIP:

**CHARTER TOWNSHIP OF
SUPERIOR, a Michigan Municipal
corporation**

**By: _____
William A. McFarlane
Its: Supervisor**

STATE OF MICHIGAN)
) s.s.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this _____ day of _____ 2012, by William A. McFarlane, Supervisor of Superior Charter Township, a Michigan municipal corporation, on behalf of the corporation.

Notary Public
_____ County,
Michigan
My Commission Expires:

Drafted by and when recorded return to:

David Phillips
Superior Charter Township Clerk
3040 N. Prospect
Ypsilanti, MI 48198
(734) 482-6099

Roll call vote:

Ayes: McKinney, Phillips, Caviston, Lewis, Williams, McFarlane

Nays: None

Absent: Green

The resolution was adopted.

H. ORDINANCE 174-10, ZONING ORDINANCE TEXT AMENDMENTS, FIRST READING

On April 25, 2012, the Planning Commission held a public hearing on proposed Ordinance 174-10, after which time they voted to recommend approval of the ordinance. The proposed Ordinance would prohibit all land uses that are contrary to federal, state or local laws. The Township's Attorney recommended this change to address the medical marijuana issue. The second amendment would remove the requirement that a private riding arena or stable can only be located on premises that includes a residence. The third amendment will allow accessory structures to be located in the front yard of a lot under certain circumstances.

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

ORDINANCE NO. 174-10

[An ordinance to amend Sections Section 2.202 (Prohibited Uses), 5.107 (Private Riding Arenas and Boarding Stables), and 6.03 (Accessory Structures and Uses) of the Superior Charter Township Zoning Ordinance No. 174 by authority of the Public Act 110 of 2006 (being MCL 125.3101 et. seq., as amended)]

[For Planning Commission Review and Recommendation to the Township Board]

SUPERIOR CHARTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, HEREBY ORDAINS:

**ARTICLE 2
ZONING DISTRICTS**

[DELETE and REPLACE the text of Section 2.201A (Permitted Uses), as follows]

Section 2.201 Use Regulations.

In all districts, no structure or land shall be used or occupied, except in conformance with Article 4.0 (Land Use Table), and as otherwise provided for in this Ordinance.

A. Permitted Uses.

Uses shall be permitted by right only if specifically listed as principal permitted uses in the various zoning districts, or if substantially similar in nature to uses which are listed. All other uses shall be prohibited. Land uses for enterprises or purposes that are contrary to federal, state or local laws or ordinances shall be prohibited in any zoning district.

**ARTICLE 5
USE STANDARDS**

[DELETE and REPLACE the text of Section 5.107 to REMOVE the requirement for a dwelling on the same or an adjoining lot, as follows]

Section 5.107 Private Riding Arenas and Boarding Stables.

All stables and facilities for the private rearing, schooling and housing of horses, mules, ponies and similar equine riding animals shall be subject to the following:

~~1. A dwelling in a principal building for the property owner or operator of the private stable shall be located on the same or an adjoining lot.~~

1. Stables and facilities for the private rearing, schooling and housing of horses, mules, ponies and similar equine riding animals shall require a minimum lot area of four (4) acres, and shall be subject to the following:

- a. Lots between four (4) and five (5) acres in gross land area shall be limited to a maximum of three (3) such animals. Private rearing, schooling and housing of such animals on lots five (5) acres and larger shall conform to Generally Accepted Agricultural Management Practices (GAAMPS) established by the Michigan Department of Agriculture.
 - b. All stable and arena buildings, corrals, and similar structures shall be located not less than 75 feet from ~~adjacent properties all side and rear lot boundaries~~.
 - c. Stable and arena buildings, corrals, and similar structures shall not be located within any required front yard setback, and shall be located no closer to any road rights-of-way than the rear building line of any dwelling on the subject lot. For lots without a principal dwelling, such structures shall be set back a minimum of 300 feet from all road rights-of-way.
2. A fenced area for pasturing, exercising or riding such animals may extend to the front, rear or side lot boundaries. All such animals shall be kept confined within a fenced area when not being ridden, under harness, or when not in their stable and arena building, corral or similar structure.
 3. The facility shall be so constructed and maintained that odors, dust, noise, and drainage shall not constitute a nuisance or hazard to adjoining lots and uses.
 4. There shall be no commercial activity, other than incidental sales not unusual for permitted RURAL USES or RESIDENTIAL USES.
 5. Establishment or enlargement of such a facility shall be subject to approval of a certificate of zoning compliance per Section 1.07 (Certificates of Zoning Compliance). Approval of a building permit may be required if the facility is open to the public.

ARTICLE 6

GENERAL PROVISIONS

[DELETE and REPLACE the text of Section 6.03 to INSERT provisions for accessory structures to be located between the dwelling and the road right-of-way under certain conditions, as follows]

Section 6.03 Accessory Structures and Uses.

Where a lot is devoted to a permitted principal use or an approved conditional use, accessory uses are permitted if specifically listed as accessory uses in the applicable zoning district, or if substantially similar to such listed uses. Accessory uses shall be secondary and incidental to the principal use(s) of the parcel. Accessory structures and uses shall be subject to the following:

1. Where the accessory structure is attached to the principal building, the accessory structure shall be subject to all regulations of the district in which it is located.
2. In the Rural, Rural Residential, and Urban Residential Districts, detached accessory structures shall be set back behind the rear line of the principal building, and shall be set back a minimum of five (5) feet from interior side or rear property lines, except as follows:
 - a. In the case of a corner lot in the Urban Residential Districts, a detached accessory structure shall be set back behind the rear building line opposite the primary front entrance to the principal building, and shall be set back behind the front building line for the second road frontage (see "Accessory Structure Location on Corner Lot" illustration).
 - b. In the Rural and Rural Residential Districts, accessory structures shall be set back behind the front building line of the principal building, ~~and~~ except when all of the following conditions have been met:

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7. In any zoning district, a detached accessory structure shall be located at least ten (10) feet from any other principal building or accessory structure.
8. No accessory structure shall be used prior to the principal building, except as a temporary construction structure per Section 6.04 (Temporary Structures).

It was moved by McKinney, seconded by Lewis, for the Board to approve the first reading of Ordinance No. 174-10, Zoning Ordinance Text Amendments.

Roll call vote:

Ayes: McKinney, Phillips, Caviston, Lewis, Williams, McFarlane

Nays: None

Absent: Green

The motion carried.

I. 2012 WASHTENAW COUNTY ROAD COMMISSION AGREEMENT OF IMPROVEMENTS

The Board reviewed and approved the following agreement for 2012 road improvements in Superior Township with the Washtenaw County Road Commission. The Township originally budgeted a \$210,000.00 contribution from the General Fund. An additional \$67,914.00 was added, because the Township General Fund, Fund Balance is in good shape.

Copy Attached.

It was moved by McKinney, seconded by Lewis, to approve the 2012 Superior Township Agreement with the Washtenaw County Road Commission for road improvements.

Roll call vote:

Ayes: McKinney, Phillips, Caviston, Williams, McFarlane

Nays: None

Absent: Green

The motion carried.

J. HURON VALLEY AMBULANCE DISPATCH CONTRACT 2012

The Board reviewed and approved the following agreement with Huron Valley Ambulance to provide fire alarm dispatching services for the Township for 2013. The cost of the contract is \$17,945.31, which is slightly more than 2011-2012 cost of \$17,729.88. This cost is based upon the number of dispatches they completed for Superior Township in 2011-2012.

A copy of the proposed contract is attached.

It was moved by Caviston, seconded by McKinney, for the Board to approve the contract with Huron Valley Ambulance for fire and EMS dispatching in the Township for July 1, 2012 through June 30, 2013 at a cost of \$17,729.88 and to approve the Supervisor to sign the contract.

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The motion carried by a unanimous voice vote.

K. PFEFFER, HANNIFORD AND PALKA, CPA'S, CONTRACT FOR TOWNSHIP'S ANNUAL AUDIT FOR 2012, 2013 AND 2014

The Board reviewed and approved a contract with Pfeffer, Hanniford and Palka, CPA's to complete the annual Township audit for 2012, 2013 and 2014 at a cost of \$21,000 per year. This is a slight increase from the cost of 2011, which was \$20,200.00.

A copy of the contract is attached.

It was moved by McKinney, seconded by Caviston, to approve the contract with Pfeffer, Hanniford and Palka, CPA's to complete the annual Township audit for 2012, 2013 and 2014 at a cost of \$21,000 per year, and to approve the Supervisor to sign the contract.

The motion carried by a unanimous voice vote.

L. PURCHASE OF BS&A'S .NET UPDATED SOFTWARE

Susan Mumm, Technology Administrator, provided a memo to the Board and was present. She recommended the Board approve the purchase of updated BS&A's .Net software at a total cost of \$23,515.00. This software is used by the Assessor's office, Building Dept., Treasurer's office and Accountant's office. Washtenaw County has switched to this software and it is important for the Township to update to this software. The cost includes training.

It was moved by McKinney, seconded by Caviston, for the Board to approve the purchase of updated BS&A's .Net software at a total cost of \$23,515.00.

The motion carried by a unanimous voice vote.

M. PURCHASE OF PUBLIC WIRELESS ACCESS SYSTEM

Susan Mumm, Technology Administrator, provided a memo to the Board and was present. She recommended the Board approve the purchase of equipment through Parhelion Technologies to provide wireless access in the Township Hall at a cost of \$1,850.00. This will enable visitors to the Township Hall to access the internet on their computers and smart phones.

It was moved by McKinney, seconded by Caviston, for the Board to approve the purchase of equipment to provide wireless internet access as outlined in Parhelion's May 16, 2012 memo at a cost of \$1,850.00.

The motion carried by a unanimous voice vote.

N. PURCHASE OF NEW SERVER BACK-UP SYSTEM

Susan Mumm, Technology Administrator, provided a memo to the Board and was present. She recommended the Board approve the purchase of equipment through Parhelion Technologies for a new server back-up system for the Township Hall's computers at a cost of \$3,100.00. The current tape system back-up is old and has stopped working. Parhelion is currently completing the required back-ups.

It was moved by Phillips, seconded by Caviston, for the Board to approve the purchase of server back-up equipment for use in the Township Hall as outlined in Parhelion's May 16, 2012 memo at a cost of \$3,100.00.

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The motion carried by a unanimous voice vote.

O. CHANGE IN EMPLOYEE LIFE INSURANCE CARRIER

Susan Mumm, Accountant, provided a memo to the Board and was present. She recommended the Board change the employee life insurance carrier from American United Life Insurance Company to the Insurance Trust for Michigan Public Entities. Her recommendation is based upon the recommendation of the Townships insurance agent.

It was moved by Caviston, seconded by McKinney, for the Board to approve the Township changing the carrier of the employee life insurance carrier from American United Life Insurance Company to the Insurance Trust for Michigan Public Entities and for the Township Supervisor to sign the new participation agreement with the Insurance Trust for Michigan Public Entities.

The motion carried by a unanimous voice vote.

P. MICHIGAN TOWNSHIP ASSOCIATION ANNUAL DUES RENEWAL, 2012-2013

The Board reviewed the Dues Statement from the Michigan Township's Association (MTA) for July 1, 2012 through June 30, 2013 in the amount of \$5,452.64. Board members commented that the Township receives a great deal of value from the MTA and there was widespread support to continue the Township's membership in the association.

It was moved by Caviston, seconded by Phillips, for the Board to approve the dues remittance to the Michigan Township's Association for 2012-2013 in the amount of \$5,452.64.

The motion carried by a unanimous voice vote.

Q. ANN ARBOR/YPSILANTI REGIONAL CHAMBER DUES, 2012-2013

The Board reviewed the invoice from the Ann Arbor / Ypsilanti Regional Chamber for June 2012 through May 2013 in the amount of \$328.50.

It was moved by Caviston, seconded by Lewis, for the Board to approve payment of the invoice from the Ann Arbor / Ypsilanti Regional Chamber for June 2012 through May 2013 in the amount of \$328.50.

The motion carried by a unanimous voice vote.

11. PAYMENT OF BILLS

It was moved by Caviston, seconded by McKinney, that the bills be paid as submitted in the following amounts: Law Fund-\$8,338.29; for a total of \$8,338.29. Further, that the Record of Disbursements be received.

The motion carried by a unanimous voice vote.

12. PLEAS AND PETITION

There were none.

13. ADJOURNMENT

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It was moved by Caviston, seconded by McKinney, that the meeting be adjourned. The motion carried by a voice vote and the meeting adjourned at 9:15 p.m.

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor