

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 1**

**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 January 22, 2008, 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, Kay Williams, Brenda McKinney, Nancy Caviston, Lisa Lewis, and David Phillips. Rodrick Green was absent.

**4. ADOPTION OF AGENDA**

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

The motion carried.

**5. APPROVAL OF MINUTES**

**A. REGULAR MEETING OF JANUARY 7, 2008**

It was moved by Caviston, supported by McKinney, to approve the minutes of the regular Board meeting of January 7, 2008, as presented.

The motion carried.

**6. CITIZEN PARTICIPATION**

Ellen Kurath, 2203 Hickman, is planting specimen trees in the LeFurge Preserve and the Cherry Hill Preserve that she has raised from seedlings she acquired from other states to broaden the gene pool for several varieties of native trees. She asked if the Township GIS would help her keep track of the trees she has planted.

**7. REPORTS**

**A. SUPERVISOR**

The Supervisor reported on four items:

1. At the January 7 Board meeting the Virchow Krause Police Study was received by the Board and tabled for discussion at the February 4

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 2**

meeting. Because the other participating municipalities will be meeting on February 12 with discussion on continued involvement, McFarlane said that the Superior Township discussion of the Study will be postponed until February 19.

2. The closing for the purchase of the property at Clark and Leforge from the Ypsilanti School District will be Friday, January 25. This land is adjacent to the third water connection and pumphouse and will be used for constructing a water storage facility to alleviate “spiking” of water usage at peak times.
3. The Township is doing all it can to help the residents in these difficult financial times. We do not charge a tax administration fee (one of only two in the County who do not), we didn’t ask for a Headlee Override (again, only two did not), we have a balanced budget and reasonable fund balance, we have an AA- bond rating (highest among townships in the County). We had 93 single family home building permits issued in 2007, second only to Ann Arbor City. The collaboration with Ann Arbor Township for police service is working well and saving money while providing better service. McFarlane is going to recommend to the Board that the Legal Defense Millage does not need to be renewed as it has not been depleted and the Township now has insurance coverage of \$500,000 per lawsuit. The Fire Millage renewal can also be less than before, 3 mills rather than 3.5 mills, as the Department will be able to function with that amount.
4. On February 13 the Road Commission will be holding a Public Information Meeting at 7:00 p.m. at the Superior Charter Township Hall concerning the two road projects along Geddes this spring; the Superior/Geddes Roundabout and the Geddes/Leforge Intersection Improvements.

**B. DEPARTMENT REPORTS: FIRE MARSHAL, UTILITY DEPARTMENT, LIBRARY, SHERIFF. ORDINANCE OFFICER, TREASURER INVESTMENT REPORT, OHM QUARTERLY**

It was moved by Caviston, supported by McKinney, that the Fire Marshal Report dated January 17, 2008, the Utility Department Report dated January 18, 2008, the Library Report for December, the Sheriff Department Report dated January 10, 2008, the Ordinance Officer report for December/January, the Treasurer Investment Report, and the OHM Quarterly Report be received.

Rick Church, Utilities Director, and the engineers from OHM, Rhett Gronevelt and David Schroeder, were present to answer questions.

The motion to receive the reports carried.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 3**

**8. COMMUNICATIONS**

**A. YPSILANTI LIBRARY NEW BOOKMOBILE**

It was moved by Williams, supported by Lewis, that the Board receive the notice from the Ypsilanti District Library concerning the new Bookmobile and that the Board request that the Bookmobile come to the Township Hall at 7:15 on February 19 so that the Board may view it before the regularly scheduled meeting.

The motion carried.

**B. FORD LAND – CHERRY HILL FARM HOUSE**

The house on the Ford Farm on Gotfredson between Geddes and Cherry Hill is in a state of disrepair. Ford Land Division of the Ford Motor Company has plans to demolish the house. They will keep the historic barns in good repair. The house is not the original farm house.

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board receive the letter from Ford Motor Land Development Corporation concerning the demolition of the farm house on the Ford property at 2734 Gotfredson.

The motion carried.

**9. UNFINISHED BUSINESS**

**A. FIRE STATION No. 1 – CONSTRUCTION DEFECTS**

Victor Lillich, Township Attorney, sent a letter to Davenport Brothers Construction's bond company advising them that the Township is considering declaring a contractor default. Steve Davenport asked that he meet with the Supervisor and Fire Chief to attempt to resolve the issues.

It was moved by Williams, supported by Lewis, that the administrative staff meet with the contractor to attempt to resolve the issues of the Fire Station No. 1 construction defects, and if the issues cannot be resolved, that the attorney be directed to continue to litigate the matter.

The motion carried.

**B. ORDINANCE 170 – AMENDMENT TO ORDINANCE 106 – FINAL READING**

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 4**

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board adopt the following Ordinance for final reading:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**ORDINANCE 170**

**AN ORDINANCE TO AMEND ORDINANCE 106 – INSPECTIONS OF ALL  
MULTIPLE DWELLINGS AND CERTAIN SINGLE FAMILY AND TWO FAMILY  
DWELLINGS**

SUPERIOR CHARTER TOWNSHIP ORDAINS THAT THE TEXT OF THE ORDINANCE EFFECTING INSPECTIONS OF ALL MULTIPLE DWELLINGS AND CERTAIN SINGLE FAMILY AND TWO FAMILY DWELLINGS WITHIN SUPERIOR CHARTER TOWNSHIP IN ACCORDANCE WITH THE EXISTING STRUCTURES CODE FOR THE CHARTER TOWNSHIP OF SUPERIOR; AND FIXING PENALTIES FOR VIOLATIONS, BEING ORDINANCE NUMBER 106, IS HEREBY AMENDED AS FOLLOWS:

**Section 106-01 Inspections** Section B shall be deleted.

**Section 106-02 (Section 18-91 of the Code of Ordinances) Definitions**

*Property Maintenance Code* shall be amended to read “Code. The duly adopted Property Maintenance Code of Superior Charter Township as may be amended from time to time.”

*Certificate of Compliance* shall be amended to read “A document issued by the Superior Charter Township Building Inspector indicating that the unit identified thereon is in compliance with the Property Maintenance Code of Superior Charter Township. The owner of the property, the address of the complying unit and the expiration date shall be shown thereon.”

**Section 106-03 Requirement of Certificate of Compliance for Multiple Dwelling Structures (Section 18-131. of the Code of Ordinances – Required and Section 18-136 of the Code of Ordinances -Transferability)** shall be amended as follows:

**B.** No person, either the owner or owner's agent, shall rent or lease a dwelling unit after January 1, 1992, in a multiple dwelling, to any tenant unless that owner or owner's agent has first obtained a valid Certificate of Compliance from the Superior Charter Township Building Inspector. Any person found to be violating this section shall be guilty of a violation of this ordinance. The Township may also proceed against any owner found to be violating this chapter in such manner provided in the duly adopted Property Maintenance Code of Charter Township of

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 5**

Superior.

**E. Transferability of Certificate.** Certificates of Compliance shall be transferable when the ownership of a building changes provided that a valid certificate of Compliance is in effect for each dwelling unit or sleeping unit which the owner intends to rent or lease on the premises. It shall be the duty of the new owner to register with the Building Inspector.

**Section 106-06 Application. (Section 18-132 of the Code of Ordinances)** – item (6) shall be deleted.

**Section 106-07 Fees (Section 18-114 of the Code of Ordinances)** - shall be deleted and replaced with the following:

Township Board shall establish by resolution a schedule of fees for activities and services performed by the department in carrying out its responsibilities under this Ordinance; such schedule may be amended from time to time; and that fee schedules shall be published in a newspaper of general circulation in the Township and shall take effect thirty (30) days after publication;

**Section 106-08 (A) Collection of Fees (Section 18-115 of the Code of Ordinances)** shall be amended as follows:

A. When appointments have been made, the fees charged pursuant to resolution of the Superior Charter Township Board shall be payable at the time of making the appointment for the inspection or reinspection.

**Section 106-12. Penalty for Violation (Section 18-92 of the Code of Ordinances)** -shall be deleted and replaced with the following:

Any person, corporation, or other legal entity, including an officer, director, or employee, who violates any provision of this Ordinance, or who shall fail to do what is required by the terms of the Ordinance, is responsible for a municipal civil infraction and shall pay a civil fine of not less than one hundred dollars (\$100.00) and not more than five hundred dollars (\$500.00) plus costs and attorney fees, and is subject to other sanctions as provided for under Chapter 87 of the Revised Judicature Act, P.A. 236 of 1961, being MCL §600.8701 et. seq., as amended.

**Section 106-13. Other Laws Not Repealed.**

Delete the entire section and replace with:

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 6**

This Ordinance is enacted pursuant to the police power of Superior Charter Township for the purpose of providing additional protection to the occupants of multiple dwellings in the Township. In the event of any conflict between a provision of this Ordinance and any other provision of law, it is intended that the provision which provides the greatest protection to occupants and/or purchasers of property shall apply. In the event of an irreconcilable conflict, the provisions of such other law or ordinance shall apply.

**Section 106-14. Severability.** Should any section, subdivision, sentence, clause or phrase of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

**Section 106-15. Publication.**

This Ordinance shall be published pursuant to Section 8 of the Charter Township Act, being MCL 42.8 by posting in the Office of the Clerk, and on the Township website with notice of such in a newspaper of general circulation in the Township, qualified under state law to publish legal notices, and the same shall be recorded in the Ordinance Book of the Township, and such recording authenticated by the signatures of the Supervisor and Clerk.

**Section 106-16. Effective Date.** This ordinance shall be effective on publication as required by law.

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

**C. ST. JOSEPH MERCY HEALTH SYSTEM MRI BUILDING  
ADDITION DEVELOPMENT AGREEMENT**

The Board approved the development agreement for the MRI Building Addition, but there were minor errors in it that needed to be corrected.

It was moved by Williams, supported by Lewis, that the Superior Charter Township Board authorize the Supervisor to sign the following Development Agreement:

**Superior Charter Township**

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 7**

**DEVELOPMENT AGREEMENT  
Saint Joseph Mercy Health System**

**MRI Building Addition**

This Development Agreement ("*Agreement*") is entered into as of the twenty-second day of January, 2008, by and between Saint Joseph Mercy Health System ("*Developer*"), whose address is 5301 E. Huron River Drive, Ann Arbor, Michigan 48106, and the Charter Township of Superior, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "*Township*").

RECITALS:

- A. WHEREAS, the Developer desires to construct two additions onto the existing MRI Building, located in the central part of the hospital, just south of the Power Plant. The east addition is approximately 415 square feet. The west addition is approximately 2,100 square feet. A new MRI gantry, which will be the third in this building, is being added to serve the patients. The waiting room is being increased in size to accommodate the additional patients.
- Site improvements include relocating about 100 feet of 12-inch diameter watermain.
- B. WHEREAS, the Developer desires to develop the addition to the building pursuant to the Superior Township Zoning Ordinance No. 134; and
- C. WHEREAS, the entire property (340.80 acres) is located at the S 1/4 quarter of Section 31, T2S, R7E, Superior Township; and
- D. WHEREAS, the subject development shall consist of 2,515 square foot building addition; and
- E. WHEREAS, the purpose of the facility is to provide state-of-the-art health system operation improvements for patients within the Saint Joseph Mercy Health Systems complex; and
- G. WHEREAS, the Developer desires to build all necessary infrastructure, such as, but not limited to, storm sewers, water main, sanitary sewer lead, without the necessity of special assessments by the Township; and
- H. WHEREAS, the 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

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 8**

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; and

- I. WHEREAS, all contracts, maintenance agreements, approvals, and conditions agreed to by the 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 for previous developments on the subject site, engineering approvals, and permits that may have been issued by appropriate governmental review agencies for the subject site; and
- J. WHEREAS, on August 22, 2007, the Township's Planning Commission passed a motion to approve an amendment to the hospital's final site plan for the MRI Building Addition, agreed to be a minor change to the final site plan, with no conditions.
- K. WHEREAS, the approved final site plan for the Development is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Property; and
- L. WHEREAS, Section 10.04 Fl 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, Developer and the Owners of the site, their successors-in-interest, and assigns.

NOW, THEREFORE, in consideration of the premises 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 Developers final site plan for the Development the parties agree as follows:

**ARTICLE I  
GENERAL TERMS**

- 1.1 **Recitals Part of Agreement.** The Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.
- 1.2 **Zoning District.** The Township acknowledges and represents that the Property is zoned Medical Services District (MS) for the development and for purposes of recordation shall be referred to as the MRI Building Addition.
- 1.3 **Approval of Site Plan.** The final site plan, dated August 22, 2007 has been approved pursuant to the authority granted to and vested in the Township pursuant to Michigan Public Act 110 of the 2006 Zoning and Enabling Act.



**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 9**

- 1.4 **Conditions of Site Plan Approval.** The Developer and the Township acknowledge that the approved final site plan for the development incorporates the approved conditions and requirements that were adopted by the Township Planning Commission, consultants and departments of the Township.
- 1.5 **Agreement Running, with the Land.** The terms, provisions and conditions of this 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 agreed to writing by the Township, the Owner, the 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 only permitted principal use within the MRI Building Addition project shall be for patient care and treatment, with accessory administrative offices, waiting rooms, and maintenance facilities as depicted on the Township's approved final site plan.
- 2.2 **Payment of Fees and Invoices.** The 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 on the approved Final Site Plan shall be protected from encroachment by tree fencing installed at the drip line of the tree at all times during all phases of development and, if damaged or removed, each tree shall be immediately replaced, weather permitting, by a like variety no less than four (4") inches in diameter except that when the damaged or removed trees are individual deciduous trees of six (6) inch D.B.H. or larger or are individual evergreen trees six (6) foot in height or greater, replacement shall be in accordance with Section 3.25(H) of the Superior Township Zoning Ordinance.
- 2.4 **Responsibility to Preserve, Retain, and Maintain Site.** During the period of construction the Developer shall regularly remove all construction debris and rubbish from the site. No burning of any kind will be allowed on the site in conjunction with the construction of the Development, including the burning of trees, brush, stumps, or vegetative materials, while clearing the site, or of construction materials during construction.
- 2.5 **General Site Area Rules.** The Developer shall be responsible for removing any man-made debris that is deposited on the site during the period of construction and shall

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 10**

maintain the area to ensure that it is are free of trash, rubbish or unsightly weeds and during the construction shall maintain the area and landscaping in an attractive state. Developer shall preserve and retain the open space areas within the site in their natural state, with minimal intrusion, subject to the right of 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.

- 2.6 **Township Right of Enforcement Regarding Site, Open Space and Drainage Areas.** In the event the Developer fails at any time to preserve, retain, maintain or keep up the Open Space or Drainage Areas during the construction in accordance with this Agreement, the Township may serve written notice upon the Developer setting forth the manner in which Developer has failed to maintain or preserve the Open Space and Drainage Areas in accordance with this Agreement. 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 Open Space and Drainage Areas from becoming a nuisance, may, but is not obligated to, enter upon the Open Space and Drainage 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.
- 2.7 **Construction Access.** 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 Developer.
- 2.8 **Engineering and Certification.**
- A. 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 sanitary sewer installations are to be performed by the Township engineers, with applicable fees paid by 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.

**SUPERIOR CHARTER TOWNSHIP BOARD**  
**REGULAR MEETING**  
**JANUARY 22, 2008**  
**ADOPTED MINUTES**  
**PAGE 11**

- B. Developer shall furnish As-Built Drawing plans in CD format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings.
  - C. Developer shall furnish a "project engineer's approval", indicating that all soil erosion and sedimentation measures have been complied with.
  - D. Developer shall submit a sealed approval that "as-builts" are the same as approved final site plan.
  - E. Developer shall furnish a "project engineer approval" indicating that the site grading has been performed in compliance with the approved engineering plans.
- 2.9 **Inspection Escrow for Improvements as Shown on Final Site Plan.** Developer has provided a layout to the Township showing all site improvements which the 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 10.10 A (2) of the Superior Charter Township Zoning Ordinance. The Developer will deposit a total of **\$2,100.00** in escrow with the Township to secure the cost of inspection of the site improvements prior to the scheduling of the pre-construction meeting. The 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 Critical Care North Tower Addition, Phase 3B as stated in Section 2.11 of the Development Agreement". The **\$2,100.00** escrow amount stated above is based on specifications and estimates prepared by the Developer in an "itemized estimate" to the Township and approved by the Township and/or its agents. All site improvements shall be installed as agreed upon between the 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.
- 2.10 **Underground Utilities.** Developer shall install all electric, telephone and other communication systems underground in accordance with the requirements of the applicable utility company.
- 2.11 **Utility Fees.** The Developer shall pay Utility Trunk and Transportation fees and Availability fees imposed by the Township Utility Department, as specified on the attached Utilities Connection Permit, in the total sum of **\$20,402.82** prior to the issuance of the building permit.

**SUPERIOR CHARTER TOWNSHIP BOARD**  
**REGULAR MEETING**  
**JANUARY 22, 2008**  
**ADOPTED MINUTES**  
**PAGE 12**

- 2.12 **Performance Guarantee for Site Improvements.** The Developer shall provide security in the amount of **\$21,000.00** to the Township to assure the installation of all site improvements which the Developer proposes to install as reflected in the approved Final Site Plan of the Development, including, but not be limited to, streets and drives, parking lots, walkways, grading, soil erosion control measures, required landscaping, required screens, sidewalks, street lighting, storm drainage systems, and utilities (water and sewer). The Developer shall deliver such security (or deposit such funds) to assure the construction of the site improvements as stated above. The Developer shall deposit such funds **before the pre-construction meeting** with the Township Treasurer's Office in the form of cash, bond, or irrevocable letter of credit (whichever Developer may elect), payable to the Charter Township of Superior. The bond or irrevocable letter of credit shall state "Security for Site Improvements as stated in Section 2.12 of the MRI Building Addition Development Agreement". The **\$21,000.00** performance guarantee amount stated above is based on specifications and estimates prepared by the Developer's Engineer and approved by the Township's engineer, based on the Final Site Plan of the Development. All Site Improvements as stated above shall be installed, as depicted on the Final Site Plan and in the approved final engineering plans by not later than the time of application for the certificate of occupancy. The Township shall refund the bond or irrevocable letter of credit within forty-five (45) days after Developer provides written notice of completion of the improvements and Township approves such completion, such approval not to be unreasonably withheld, conditioned or delayed. The Developer may also receive partial refund(s) and/or reductions in the amount of this bond as improvements are completed by providing written notice of completion as set forth in this paragraph.
- 2.13 **Engineering Approval of Plans.** Per the engineering approval letter dated, October 16, 2007, the Developer is to replace an existing valve which opens counter-clockwise with with a valve that meets the current standards of the Township, and salvaged gate valves are only to be re-installed after inspection and approval by the Topwnship Engineer and/or Superior Township Utility Department staff at the time of construction. Additionally, in accordance with Superior Township Ordinance and Superior Township's Engineering Design Specifications, no construction work shall be performed on the Development without engineering plan review and approval. Any significant field changes are required to be submitted to the Township Engineer. The Township agrees that all plan reviews required by its engineer shall be completed in a timely manner.
- 2.14 **Maintenance and Guarantee Bond for Public Utilities.** Developer shall submit cash, a bond or irrevocable letter of credit to the Township Treasurer in the full amount estimated for underground utility infrastructure, i.e. **\$10,000.00**, prior to the Final acceptance. The bond or irrevocable letter of credit shall be consistent the Township's standard form and state "Maintenance and Guarantee Bond for Public Utilities according to Section 2.14 of the Development Agreement". The term length in which the bond or letter of credit is in force shall not exceed two (2) years from the date on which the

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 13**

Township Utility Department issues final acceptance of Public Utilities after completion of all homes within the Development. The amount of these bonds will be based on the sealed Design Engineer's estimate for the work approved by the Township Engineer. See Exhibit B, Schedule of Bonds.

- 2.15 **Removal of Construction Debris.** Developer shall remove all discarded building materials and rubbish at least once each month during construction of the development and within one month of completion or abandonment of construction. No burning of discarded construction material shall be allowed on site.
- 2.16 **Provision of Area Plan.** The Developer shall provide to the Township four (4) copies of the complete area plan of the 340.80 acre Saint Joseph Mercy Health System Complex accurately depicting the MRI Building Addition, all other buildings, parking areas, roadways, signage, and facilities on the site, as well as open space areas.

**ARTICLE III  
MISCELLANEOUS PROVISIONS**

- 3.1 **Modifications.** This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement.
- 3.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 3.3 **Township Approval.** This Agreement has been approved by the Owner, Developer and Township, through action of the Township Board at a duly scheduled meeting.
- 3.4 **Developer Approval.** The signers on behalf of Developer below represent by their signatures that they represent and have authority to bind such parties. Developer has signed to show only that they consent to the terms of the Agreement being made applicable to the property.
- 3.5 **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. 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, the 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. This pre-construction meeting may be waived

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 14**

if agreed to by the Township Supervisor, Township Clerk, Building and Zoning Official, and Township Engineer.

**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 Agreement.
- 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.
- 4.3 **Continued Review.** The Owner shall be required to review conformance of this Agreement with Township Officials and/or designated Township consultants on a yearly basis or at such time as deemed necessary by the Township.
- 4.4 **Fees.** The Owner shall pay for any reviews necessary to determine conformance of the Development to this Agreement. This fee would include review time by the Township Engineer, Planner or Attorney.
- 4.5 **Recordation of Agreement.** The Township will record this Agreement with the Washtenaw County Register of Deeds. All costs associated with the recording of this Agreement shall be born by the Developer.

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

**Developer:  
Saint Joseph Mercy Health System,**

**By: Thomas E. Tocco  
Its: System Intergration Leader –  
Facilities and Engineering**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2004, by Thomas E. Tocco. System Intergration Leader – Facilities and Engineering, on behalf of Saint Joseph Mercy Health System.

\_\_\_\_\_

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 15**

Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires:

**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 \_\_\_\_\_ 2007, by William A. McFarlane, Supervisor of Superior Charter Township, a Michigan municipal corporation, on behalf of the corporation.

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Notary Public  
Washtenaw County, Michigan  
My Commission Expires:

Drafted by and when  
recorded return to:

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

Roll call vote:

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

Nays: None

Absent: Green

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 16**

The motion carried.

**10. NEW BUSINESS**

**A. CLOSEOUT OF THE THIRD CONNECTION PROJECT –  
CLARK AND LEFORGE**

The Utility Department notified the Board that the Superior Township – Third Connection Water Main Project at Clark and Leforge was complete. The total construction costs were \$1,260,000.00. Additional costs of engineering, legal fees, permits, and other miscellaneous items will bring the total project cost to \$1,600,000, \$300,000 less than the estimated cost of \$1,900,000.00. The Third Connection has been on-line for over a year.

It was moved by Williams, supported by Caviston, that the report on the Third Connection Water Main Project Close-out be received and the Utility Department commended for completing the project in a timely manner and below budget.

The motion carried.

**B. RESOLUTION TO SET FEES FOR ORDINANCE 170**

It was moved by Williams, supported by Caviston, that the Superior Charter Township Board adopt the following resolution:

**SUPERIOR CHARTER TOWNSHIP BOARD  
WASHTENAW COUNTY, MICHIGAN  
JANUARY 22, 2008**

**A RESOLUTION SETTING FEES FOR SINGLE FAMILY AND TWO FAMILY DWELLINGS**

WHEREAS Superior Charter Township adopted Ordinance 106, the Single Family and Two Family Dwellings Ordinance on January 15, 1990; and

WHEREAS the Superior Charter Township Board amended Section 106.08 of Ordinance 106 on January 22, 2008, and

WHEREAS Section 106.08 of Ordinance 106 as amended states that the Township Board shall establish by resolution a schedule of fees for activities and services performed by the department in carrying out its responsibilities under this Ordinance; such schedule may be amended from time to time;



**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 17**

and that fee schedules shall be published in a newspaper of general circulation in the Township and shall take effect thirty (30) days after publication; and

WHEREAS the Township Board has determined that the following fees are reasonable;

NOW, THEREFORE, BE IT RESOLVED that the owner of property containing multiple dwelling units shall be responsible for payment of fees as listed below:

*(1) Initial inspection of multiple dwellings.*

The initial inspection fee for each dwelling unit which has not previously received a certificate of compliance shall be:

a. Thirty (\$30.00) dollars per unit when the owner or agent registers as required in Section 106-10 of Ordinance 106 as amended; submits the application in compliance with Section 106-07 of Ordinance 106 as amended; and initiates the appointment for the inspection.

b. Forty-five (\$45.00) dollars per unit if, after January 15, 1990, the Building Inspector initiates and sets the appointment for the inspection after failing to receive a response to his request for inspection from either the owner or the owner's agent as outlined as follows:

The Building Inspector will send notices of his intent to inspect a multiple dwelling to the owner or owner's agent. Owners or owners' agents having residence or business addresses within the county shall have 14 days from the date of mailing to submit the completed application, fees and request for appointment. Out-of- county owners, or owners' agents, provided no agent has a business address in the county, shall have 21 days from the date of mailing to submit the completed application form, the fees and a written request for an appointment.

*(2) Reinspections.* The costs for reinspection of multiple dwelling units that do not fully comply with the code shall be Fifteen (\$15.00) dollars per unit, provided that the owner or agent is available at the scheduled appointment time to show the unit.

*(3) Broken appointments.* Broken appointments shall be charged at the rate of Forty-five (\$45.00) dollars per unit. Broken appointments shall be defined as situations where the owner or the owner's agent fails to notify the Building Inspector, at least one working day in advance of the scheduled appointment that he will be unable to keep the appointment and fails to reschedule another appointment.

*(4) Times outside normal workweek.* Inspections for multiple dwelling units which are scheduled by the owner or agent for time and days outside of the normal workweek of the Building Inspector shall be charged a flat rate of Forty-five (\$45.00) dollars per dwelling unit.

*(5) Renewal of certificate of compliance.* The charge for renewing a certificate of compliance previously issued for a unit shall be Fifteen (\$15.00) dollars per unit if the unit complies with the code allowing the certificate to be issued after one inspection. Otherwise, the rates outlined in

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 18**

subsections (2), (3) and (4) of this Resolution apply.

- (6) *Inspections in connection to sales.* The charge for inspecting any structure for compliance previously with the code in connection with the sale of a single-family or two-family dwelling shall be Forty-five (\$45.00) dollars per dwelling unit.
- (7) *Search warrant.* An additional charge of Thirty (\$30.00) dollars shall be assessed for each unit for which a search warrant is issued by the court because the owner or owner's agent has failed to respond to the Building Inspector's request to gain admission to the unit.
- (8) *Request by other than owner or agent.* If an inspection is requested by a person other than the owner or the owner's agent, such person shall pay the same inspection fee as the owner would have paid pursuant to this section.

**CERTIFICATION**

I, Kay Williams, 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 a resolution adopted at a regular meeting of the Superior Charter Township Board held on January 22, 2008.

Kay Williams, Superior Charter Township Clerk

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

**C. ST. JOSEPH MERCY HEALTH SYSTEM NORTH TOWER  
DEVELOPMENT AGREEMENT**

It was moved by Williams, supported by Lewis, that the Superior Charter Township Board authorize the Supervisor to sign the following development agreement:

**Superior Charter Township  
DEVELOPMENT AGREEMENT  
Saint Joseph Mercy Health System**

**Critical Care North Tower  
Phase 3B**

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 19**

This Development Agreement ("*Agreement*") is entered into as of the twenty-second day of January, 2008, by and between Saint Joseph Mercy Health System ("*Developer*"), whose address is 5301 E. Huron River Drive, Ann Arbor, Michigan 48106, and the Charter Township of Superior, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "*Township*").

RECITALS:

- A. WHEREAS, the Developer desires to construct a 7-story patient care tower approximately 227,677 sq ft, which includes the mechanical storage penthouse and lower level. Site improvements for Phase 3B include realignment of the "D" lot drive to accommodate the revisions of the parking lot due to Phase 3A. New walkways will be added, along with renovation of the pedestrian area between the two new patient towers. The existing main entrance to the patient towers will be maintained during Phase 3B construction. This 7-story patient tower is being proposed as a means of meeting current industry standards for equipment storage, nursing stations, and room size, and matches bed count without decreasing open space. Existing bed count will not change.

Site improvements in Phase 3B will include: New site lighting, landscaping and irrigation, as well as proposed utility work including finalizing a 12-inch water main loop and storm water drainage facilities.

- B. WHEREAS, the Developer desires to develop the new building pursuant to the Superior Township Zoning Ordinance No. 134; and
- C. WHEREAS, the entire property (340.80 acres) is located at the S 1/4 quarter of Section 31, T2S, R7E, Superior Township; and
- D. WHEREAS, the subject development shall consist of 227,677 square foot building addition; and
- E. WHEREAS, all parking and drives for the subject project are to be bituminous with concrete curb and gutter with designated sidewalks to be concrete; and
- F. WHEREAS, the purpose of the facility is to provide state-of-the-art health system operation improvements for patients within the Saint Joseph Mercy Health System complex; and
- G. WHEREAS, the Developer desires to build all necessary infrastructure, such as, but not limited to, storm sewers, water main, sanitary sewer extension, driveways, sidewalks, curb and gutter, parking improvements, lighting and landscaping, without the necessity of special assessments by the Township; and

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 20**

- H. WHEREAS, the 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 storm water 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 storm water from the subject development; and
- I. WHEREAS, all contracts, maintenance agreements, approvals, and conditions agreed to by the 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 for previous developments on the subject site, engineering approvals, and permits that may have been issued by appropriate governmental review agencies for the subject site; and
- K. WHEREAS, on January 24, 2007, the Township's Planning Commission passed a motion to approve a final site plan for the Critical Care Tower Addition Phases 3B, with no conditions.
- K. WHEREAS, the approved final site plan for the Development is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Property; and
- L. WHEREAS, Section 10.04 F1 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, and the Developer of the site, their successors-in-interest, and assigns.

NOW, THEREFORE, in consideration of the premises 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 Developer's final site plan for the Development the parties agree as follows:

**ARTICLE I  
GENERAL TERMS**

- 1.1 Recitals Part of Agreement.** The Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.
- 1.2 Zoning District.** The Township acknowledges and represents that the Property is zoned Medical Services District (MS) for the development and for purposes of recordation shall be referred to as the Critical Care North Tower Addition, Phase 3B.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 21**

- 1.3 Approval of Site Plan.** The final site plan, dated November 1, 2006 has been approved pursuant to the authority granted to and vested in the Township pursuant to Michigan Public Act 110 of the 2006 Zoning and Enabling Act.
- 1.4 Conditions of Site Plan Approval.** The Developer and the Township acknowledge that the approved final site plan for the development incorporates the approved conditions and requirements that were adopted by the Township Planning Commission, consultants and departments of the Township.
- 1.5 Agreement Running, with the Land.** The terms, provisions and conditions of this 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 agreed to writing by the Township, the 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 only permitted principal use within the Critical Care North Tower Addition, Phase 3B project shall be for patient care and treatment services, with accessory administrative offices, and waiting rooms as depicted on the Township's approved final site plan.
- 2.2 Payment of Fees and Invoices.** The 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.
- 2.4 Tree Preservation.** Trees shown to be preserved on the approved Final Site Plan shall be protected from encroachment by tree fencing installed at the drip line of the tree at all times during all phases of development and, if damaged or removed, each tree shall be immediately replaced, weather permitting, by a like variety no less than four (4") inches in diameter except that when the damaged or removed trees are individual deciduous trees of six (6) inch D.B.H. or larger or are individual evergreen trees six (6) foot in height or greater, replacement shall be in accordance with Section 3.25(H) of the Superior Township Zoning Ordinance.
- 2.4 Responsibility to Preserve, Retain, and Maintain Site.** During the period of construction the Developer shall regularly remove all construction debris and rubbish from the site. No burning of any kind will be allowed on the site in conjunction with the construction of the Development, including the burning of trees, brush, stumps, or vegetative materials, while clearing the site, or of construction materials during

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 22**

construction.

- 2.5 General Site Area Rules.** The Developer shall be responsible for removing any man-made debris that is deposited on the site during the period of construction and shall maintain the area to ensure that it is free of trash, rubbish or unsightly weeds and during the construction shall maintain the area and landscaping in an attractive state. Developer shall preserve and retain the open space areas within the site in their natural state, with minimal intrusion, subject to the right of 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.
- 2.6 Township Right of Enforcement Regarding Site, Open Space and Drainage Areas.** In the event the Developer fails at any time to preserve, retain, maintain or keep up the Open Space or Drainage Areas during the construction in accordance with this Agreement, the Township may serve written notice upon the Developer setting forth the manner in which Developer has failed to maintain or preserve the Open Space and Drainage Areas in accordance with this Agreement. 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 Open Space and Drainage Areas from becoming a nuisance, may, but is not obligated to, enter upon the Open Space and Drainage 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.
- 2.7 Storm Water Management.** It is understood that storm water improvements as part of this phase of construction will be transmitting storm water runoff from the site improvement areas to existing stormwater management facilities, and that these facilities may not meet the current standards of the Washtenaw County Drain Commission and/or Township Engineering Standards. However, Developer agrees to make storm water management facility improvements to the existing infrastructure as part of the future Phase 3C project. These improvements may include, but are not limited to, increase in detention sizing, additional storm water treatment features and devices, diversion structures, rip-rap, regrading, and replanting of landscape and slope stabilization features, etc.
- 2.8 Landscape Plan for Development.** The Developer has provided a complete landscape plan dated October 17, 2007 for the Development depicting the type, size, and location of landscaping materials. Such plan considers landscaping within the Development. The

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 23**

Landscaping shall be installed in accordance with the approved plan prior to the issuance of Certificate of Occupancy.

**2.9** **Construction Access.** 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 Developer.

**2.10** **Engineering and Certification.**

**A.** 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 sanitary sewer installations are to be performed by the Township engineers, with applicable fees paid by 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.

**B.** Developer shall furnish As-Built Drawing plans in CD format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings.

**C.** The record drawings submitted shall be inclusive of the entire SJMHS campus.

**2.11** **Inspection Escrow for Improvements as Shown on Final Site Plan.** Developer has provided a layout to the Township showing all site improvements which the 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 10.10 A (2) of the Superior Charter Township Zoning Ordinance. The Developer will deposit a total of **\$51,400.00** in escrow with the Township to secure the cost of inspection of the site improvements prior to the scheduling of the pre-construction meeting. The 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 Critical Care North Tower Addition, Phase 3B as stated in Section 2.11 of the Development Agreement". The **\$51,400.00** escrow amount stated above is based on specifications and estimates prepared by the Developer in an "itemized estimate" to the Township and approved by the Township and/or its agents. All site improvements shall be installed as agreed upon between the Developer and the Charter Township of Superior as presented on the final site plan approved and signed by the Planning

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 24**

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.

- 2.12 Underground Utilities.** Developer shall install all electric, telephone, cable and other communication systems underground in accordance with the requirements of the applicable utility company.
- 2.13 Utility Fees.** The Developer shall pay Utility Trunk and Transportation fees and Availability fees imposed by the Township Utility Department, as specified on the attached Utilities Connection Permit, in the total sum of **\$0** prior to the issuance of the building permit.
- 2.14 Performance Guarantee for Site Improvements.** The Developer shall provide security in the amount of **\$1,172,500.00** to the Township to assure the installation of all site improvements which the Developer proposes to install as reflected in the approved Final Site Plan of the Development, including, but not be limited to, streets and drives, parking lots, walkways, grading, soil erosion control measures, required landscaping, required screens, sidewalks, street lighting, storm drainage systems, and utilities (water and sewer). The Developer shall deliver such security (or deposit such funds) to assure the construction of the site improvements as stated above, as set forth on Exhibit B. The Developer shall deposit such funds **before the pre-construction meeting** with the Township Treasurer's Office in the form of cash, bond, or irrevocable letter of credit (whichever /Applicant/Developer may elect), payable to the Charter Township of Superior. The bond or irrevocable letter of credit shall state "Security for Site Improvements as stated in Section 2.14 of the Critical Care North Tower Addition, Phase 3B Development Agreement". The **\$1,172,500.00** performance guarantee amount stated above is based on specifications and estimates prepared by the Developer's Engineer and approved by the Township's engineer, based on the Final Site Plan of the Development. All Site Improvements as stated above shall be installed, as depicted on the Final Site Plan and in the approved final engineering plans by not later than the time of application for the certificate of occupancy. The Township shall refund the bond or irrevocable letter of credit within forty-five (45) days after Developer provides written notice of completion of the improvements and Township approves such completion, such approval not to be unreasonably withheld, conditioned or delayed. The Developer may also receive partial refund(s) and/or reductions in the amount of this bond as improvements are completed by providing written notice of completion as set forth in this paragraph.
- 2.15 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 Development until engineering plans are reviewed and approved. The



**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 25**

Township agrees that all plan reviews required by its engineer shall be completed in a timely manner.

- 2.16 Maintenance and Guarantee Bond for Public Utilities.** Developer shall submit cash, a bond or irrevocable letter of credit to the Township Treasurer in the full amount estimated for underground utility infrastructure, i.e. **\$1,300.00**, prior to the Final acceptance. The bond or irrevocable letter of credit shall be consistent the Township's standard form and state "Maintenance and Guarantee Bond for Public Utilities according to Section 2.16 of the Development Agreement". The term length in which the bond or letter of credit is in force shall not exceed two (2) years from the date on which the Township Utility Department issues final acceptance of Public Utilities after completion of all homes within the Development. The amount of these bonds will be based on the sealed Design Engineer's estimate for the work approved by the Township Engineer. See Exhibit B, Schedule of Bonds.
- 2.17 Removal of Construction Debris.** Developer shall remove all discarded building materials and rubbish at least once each month during construction of the development and within one month of completion or abandonment of construction. No burning of discarded construction material shall be allowed on site.
- 2.18 Provision of Area Plan.** The Developer shall provide to the Township four (4) copies of the complete area plan of the 340.80 acre Saint Joseph Mercy Health System Complex accurately depicting the Critical Care Tower Addition Phase 3B, all other buildings, parking areas, roadways, signage, and facilities on the site, as well as open space areas.

**ARTICLE III  
MISCELLANEOUS PROVISIONS**

- 3.1 Modifications.** This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement.
- 3.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 3.3 Township Approval.** This Agreement has been approved by the Developer and Township, through action of the Township Board at a duly scheduled meeting.
- 3.4 Developer Approval.** The signers on behalf of Developer below represent by their signatures that they represent and have authority to bind such parties. Developer has signed to show only that they consent to the terms of the Agreement being made applicable to the property.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 26**

- 3.6 **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 3.7 **Pre-Construction Meeting with Builder.** Prior to the commencement of said construction, the 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.

**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 Agreement.
- 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.
- 4.3 **Continued Review.** The Owner shall be required to review conformance of this Agreement with Township Officials and/or designated Township consultants on a yearly basis or at such time as deemed necessary by the Township.
- 4.4 **Fees.** The Developer shall pay for any reviews necessary to determine conformance of the Development to this Agreement. This fee would include review time by the Township Engineer, Planner or Attorney.
- 4.5 **Recordation of Agreement.** The Township will record this Agreement with the Washtenaw County Register of Deeds. All costs associated with the recording of this Agreement shall be born by the Developer.

**Developer: Saint Joseph Mercy Health  
System,**

**By: Thomas E. Tocco  
Its: System Intergration Leader –  
Facilities and Engineering**

STATE OF MICHIGAN )

**SUPERIOR CHARTER TOWNSHIP BOARD**  
**REGULAR MEETING**  
**JANUARY 22, 2008**  
**ADOPTED MINUTES**  
**PAGE 27**

COUNTY OF WASHTENAW             ) s.s.  
                                                           )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by Thomas E. Tocco, System Intergration Leader – Facilities and Engineering, on behalf of Saint Joseph Mercy Health System.

\_\_\_\_\_  
Notary Public  
\_\_\_\_\_ County, Michigan  
My Commission Expires:

**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 \_\_\_\_\_ 2008, by William A. McFarlane, Supervisor of Superior Charter Township, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
Washtenaw County, Michigan  
My Commission Expires:

Drafted by and when  
recorded return to:

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

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 28**

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

**D. WOODSIDE VILLAGE RESOLUTION AMENDING THE  
AMENDMENT TO THE DEVELOPMENT AGREEMENT AND  
AMENDING THE MASTER DEED**

It was moved by Williams, supported by Lewis, that the Superior Charter Township Board adopt the following resolution:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
JANUARY 22, 2008**

**A RESOLUTION TO APPROVE FIRST AMENDMENT TO THE  
MASTER DEED AND AMENDMENT TO THE FIRST AMENDMENT  
TO THE DEVELOPMENT AGREEMENT FOR WOODSIDE VILLAGE**

**WHEREAS**, Mocerri & Lombardo of Superior, LLC, ("Lombardo"), as developer of Woodside Village, requested approval of a proposed First Amendment to the Master Deed ("FAMD"), for Woodside Village, which after discussion between the Township attorney and the Township's administrative staff, and then discussion between the Township attorney and Lombardo's attorney, has led to a revised proposed FAMD, the terms of which have been generally agreed upon by the Township's attorney and administrative staff and the attorney and representatives of Lombardo, a copy of the revised proposed FAMD being attached hereto as Exhibit 1; and

**WHEREAS**, in the course of reviewing the proposed FAMD, it became apparent that there are two typographical errors in the First Amendment to Development Agreement for Woodside Village dated July 2, 2007, and recorded on July 7, 2007, with respect to the total area of the development, which are proposed for correction by a proposed Amendment to the First Amendment to the Development Agreement, a copy of which is attached hereto as Exhibit B; and

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 29**

**WHEREAS**, it also appears to the parties that the Consent Judgment for the project entered on May 26, 2004, and recorded on June 2, 2004, should be amended to correct and update the same, and Lombardo and its attorney having represented in writing that they will cooperate in preparation and signing of a mutually acceptable amendment to the Consent Judgment within 90 days of the passage of this Resolution, a copy of said written communication being attached hereto as Exhibit C; and

**WHEREAS**, the members of this Board have reviewed the terms of Exhibits A, B, and C and are satisfied therewith.

**NOW, THEREFORE, BE IT RESOLVED** that this Board hereby takes the following action:

1. Approves the proposed First Amendment to the Master Deed as set forth in Exhibit A;
2. Approves the proposed Amendment to the First Amendment to the Development Agreement as set forth in Exhibit B, and authorizes the Township Supervisor, William A. McFarlane to sign the same on behalf of the Township;
3. States that a principal inducement to the Township Board's approval of Exhibits A and B at this time is the written representation of Lombardo and its attorney as set forth in Exhibit C; and
4. Authorizes and directs the Township Clerk to provide a certified copy of this Resolution to Lombardo.

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

**E. WASHTENAW COUNTY/HVA AND FIRE DISPATCHING  
CONTRACT AMENDMENT FOR 2008**

The cost of dispatching for fire and HVA calls has increased by 3.8%. or \$15.98 per call. The cost for Superior Township Fire Department will be an annual charge of \$20,662.14, based upon a total of 1293 calls in FY2007.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 30**

It was moved by McKinney, supported by Lewis, that the Superior Charter Township Board authorize the Supervisor to sign the amendment to the contract between Washtenaw County, Washtenaw Central Dispatch Authority, and Superior Charter Township for dispatch service for fire department calls for FY2008 for \$1,721.84 per month or \$20,662.14 annually.

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

**F. RESOLUTION IN SUPPORT OF THE ALLIANCE OF ROUGE COMMUNITIES COMMENTS ON THE PROPOSED NPDES WASTEWATER DISCHARGE GENERAL PERMIT, NO MIG61000.**

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board adopt the following resolution:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
JANUARY 22, 2008**

**A RESOLUTION IN SUPPORT OF THE ALLIANCE OF ROUGE COMMUNITIES  
COMMENTS ON THE PROPOSED NPDES WASTEWATER DISCHARGE PERMIT**

WHEREAS the Michigan Department of Environmental Quality (MDEQ) has proposed new watershed-based and jurisdictional storm water general permits which regulate storm water discharges from municipal separate storm sewer systems in compliance with the Federal Water Pollution Control Act; and

WHEREAS the proposed permit places new costly, cumbersome and prescriptive measures on communities and counties that will add to operating costs but will not allow ARC communities to continue their documented progress toward achieving water quality standards using the flexible practices incorporated to date; and

WHEREAS the proposed permit emphasizes extensive individual documentation and reporting rather than achieving measurable, watershed-wide improvements through innovative, cost-effective solutions with watershed partners; and,

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 31**

WHEREAS the proposed permit severely limits local control and decision-making that has been a guiding principle of the watershed permit while discouraging implementation of alternative, cost-effective approaches based on existing watershed conditions; and

WHEREAS many of the new requirements are time-consuming, expensive, and will not allow communities to focus their limited resources on documented water quality challenges; and,

WHEREAS local government budgets across the state are strained and these added duties constitute mandates that cannot be financially absorbed;

NOW THEREFORE BE IT RESOLVED that the Superior Charter Township Board requests that the MDEQ and its Director allow flexible, yet enforceable permit requirements that will lead to improved water quality;

BE IT FURTHER RESOLVED that the MDEQ and its Director Institute water quality control measures that target the water quality challenge at a given location;

BE IT FURTHER RESOLVED that the MDEQ re-institute the existing Storm Water Pollution Prevention Initiative (SWPPI) process that allowed the MDEQ sufficient oversight and control to assure that all communities were making progress.

BE IT FURTHER RESOLVED that the MDEQ return to a permit that allows sufficient flexibility to permit the state's watersheds to identify their most pressing issues and to address them.

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

**11. PAYMENT OF BILLS**

It was moved by McKinney, supported by Caviston, that the bills be paid in the following amounts: Fire Fund - \$2,975.35 for a total of \$2,975.35.

The motion carried.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 22, 2008  
ADOPTED MINUTES  
PAGE 32**

**12. PLEAS AND PETITIONS**

There were none.

**13. ADJOURNMENT**

It was moved by McKinney, supported by Phillips, that the meeting adjourn.  
The motion carried and the meeting adjourned at 8:30 p.m.

Respectfully submitted,

Kay Williams, Clerk