

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
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 April 18, 2005, 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, Rodrick Green, Lisa Lewis, and David Phillips.

**4. ADOPTION OF AGENDA**

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

The motion carried.

**5. APPROVAL OF MINUTES**

**A. REGULAR MEETING OF APRIL 4, 2005**

It was moved by Caviston, supported by McKinney, to approve the minutes of the regular Board meeting of April 4, 2005, as amended.

The motion carried.

**6. CITIZEN PARTICIPATION**

**A. WASHTENAW COUNTY ROAD COMMISSION ANNUAL MEETING**

Steven Puuri, Managing Director of the Washtenaw County Road Commission; Roy Townsend, Director of Engineering; Edward Reed, Superintendent of Maintenance; and Eric Long, foreman of the Township area, were present to give the Annual Report and suggest projects for the 2005 season. Puuri gave a power-point presentation of the Road Commission duties, funding, and responsibilities. The Commission is currently developing a 5-year Capital Improvement Plan and a Right-of-Way Master Plan. They are also updating the permitting procedures.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 2**

McFarlane had several comments before opening up the meeting to residents. He noted that the Road Commission is 100% responsible for the public roads in the Township. Although the Township helps fund road improvement projects, the Road Commission has the authority over the roads. He asked about the status of the Harris Road bridge; the repairs have been deferred to 2006 unless funds become available this year. The intersection of Prospect and Geddes will be finished this year. Prospect north of Ford to Plymouth is cracking up and needs a coat of slurry seal. Warren Road needs work. Dust control is needed now as there has not been rain for three weeks and the complaints about the dust are numerous. Usually dust control doesn't start until mid-May. McFarlane wanted to thank Commissioner Fred Veigel for his support of the round-about proposed for the Superior Road/Geddes intersection; Congressman Dingell told McFarlane that Veigel's support of the round-about was crucial to obtaining the Federal funding. Arbor Hills Subdivision had requested that they be allowed to construct swales instead of curbs and gutters as it was a large-lot subdivision; the Road Commission approved the swales, but would not allow a curb cut onto Plymouth as it was too close to the M-14 spur to Ford Road.

Phillips noted the amount of pass-through traffic the Township contends with, especially Geddes and Plymouth Road through Dixboro.

Ellen Kurath, road improvement volunteer advisor and Township expert on Roads, requested that the Road Commission spend more grader time on the limestone roads to keep them up. In 1989 the Township began placing limestone on 1 to 2 miles of road each year, but if the roads are not properly graded, the money will be wasted. She also said that many of the cul-de-sacs in the subdivisions were built with the pavement on the clay without a proper base and if they were being repaired now, the Road Commission should put in a base before the top coat. The soils under the subdivision streets are difficult and will need a better base.

Several residents from Matthaehi Farms Subdivision spoke about Gale Road. Kathy Stiefel said that Gale was impassible during the winter from Vreeland to Geddes and the area just south of the pavement where the road meets Cherry Hill was a disaster. John Rintamaki asked that traffic calming devices be installed along the road as vehicles were traveling at unsafe speeds and the entrance at from Matthaehi Farms was a blind intersection. Puuri answered that the legal speed on rural roads was 55 MPH, and there was little he could do about it. Rintamaki suggested that caution signs might help. Ryan Haywood said that the crowning of the

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 3**

road at the north end helped drain the road and perhaps the south end could use some crowning. Maxine Baker asked for a regular grading schedule for Gale, and also noted that the asphalt was breaking up at Cherry Hill. Puuri said that it would cost about \$5,000.00 to repair the asphalt. Jonathan Dean asked for a regular grading schedule as well, and said that he appreciated the limestoning and crowning of the road. He liked Gale Road because it is rural and beautiful.

Phillips asked if the roadside berms could be cut to allow drainage on the rural roads. The Road Commission agreed and tries to do that.

Puuri said that the Commission has 12 graders which cost \$200,000 each and that they can only be used for part of the year, so it is not cost effective to get any more.

Green asked how the Commission determined which roads to repair; was it from citizen complaints or by road inventories from foremen? Puuri said it was from both and from traffic monitoring as well.

Kurath said that the south end of Gale Road was not even a road until 1960. Traffic used to cut over on Vreeland and go down Hickman.

McFarlane thanked the Road Commission delegation for coming to the meeting and answering questions. A proposed list of road project for 2005 will be presented to the Board at the May 2 meeting. He, with the concurrence of the entire Board, thanked Ellen Kurath for her help and expertise on the road issues.

**7. REPORTS**

**A. SUPERVISOR**

The Supervisor reported on four items.

1. On May 10 at 7:30 p.m. Washtenaw County Commissioner Martha Kern will host an information meeting at the Superior Township Hall on public safety, i.e. police services.
2. The Auditors have finished the audits and have no comments. They will attend the May 16 Board meeting to present the audits.
3. On April 21 the Washtenaw County Commissioners will hold a work session on public safety.
4. The newsletter has been mailed to residents.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 4**

**B. DEPARTMENTAL REPORTS : BUILDING DEPARTMENT,  
UTILITY DEPARTMENT, SHERIFF DEPARTMENT**

It was moved by Caviston, supported by McKinney, that the Building Department Report for March 2005, the Utility Department Report dated April 14, 2005, and the Sheriff Department Report for March be received.

Sergeant Campbell was present to answer questions and report that there have been break-ins in Salem Township by drivers of off-road vehicles and breaking into the back of homes. There have not been any in Superior yet, but it is only a matter of time. Calls to the Department concerning off-road vehicles and shots are up now that good weather is here. Fraud from internet sales is increasing. McFarlane has asked the Sheriff for response time statistics to compare with other communities.

The motion to receive the reports carried.

**C. FINAL 2004 FINANCIAL STATEMENTS ALL FUNDS**

It was moved by Caviston, supported by McKinney, that the Superior Charter Township Board receive the Final 2004 Financial Statements for all funds: General, Fire, Law Enforcement, Parks and Recreation, Streetlights, Payroll, Trust and Agency, Utilities, Building, Grounds Maintenance, and Fire Construction Bond Fund.

Phillips noted that each fund except the Fire Fund, which was scheduled to dip into reserves for the new Fire Station, was able to operate without dipping into reserves.

The motion carried.

**D. PRELIMINARY JANUARY 2005 FINANCIAL STATEMENTS -  
ALL FUNDS**

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board receive the preliminary January 2005 Financial Statements for all funds: General, Fire, Law Enforcement, Parks and Recreation, Streetlights, Payroll, Trust and Agency, Utilities, Building, Grounds Maintenance, and Fire Construction Bond Fund and the Utility Fund February 2005 statement.

The motion carried.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 5**

**8. COMMUNICATIONS**

There were none.

**9. OLD BUSINESS**

**A. ORDINANCE #134-32 – AMENDMENT TO ZONING  
ORDINANCE – PORCHES AND DECKS – 2<sup>ND</sup> READING**

It was moved by Williams, supported by Caviston, that the Superior Charter Township Board adopt the following ordinance for second reading:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**ORDINANCE # 134-32**

The Board of Superior Charter Township of Washtenaw County, Michigan, hereby ordains that Ordinance Number 134, being the Superior Charter Township Zoning Ordinance, adopted August 4, 1997, and effective August 21, 1997, as amended, be amended as follows:

**SECTION I**

Superior Charter Township Ordinance Number 134, designated Superior Charter Township Zoning Ordinance, adopted August 4, 1997, and effective August 21, 1997, as amended, is hereby amended as follows:

Amend Section 4.04(H)(1)(d)(4) as follows:

4. The lot area of the parcel is **eighteen thousand (18,000)** square feet or less.

**SECTION II**

This Ordinance shall be published in a newspaper circulated within the Township of Superior within thirty (30) days following the final adoption thereof. This Ordinance shall become effective on the eighth day following said publication or such later date as is provided by law. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 6**

SECTION III

I, Kay Williams, 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 4, 2005. 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.

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William McFarlane, Supervisor

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Kay Williams, Clerk

Roll call vote:

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

Nays: None

The motion carried.

B. **ORDINANCE #134-33 – REZONING UTILITY  
MAINTENANCE BUILDING – RC (RECREATION  
CONSERVATION) TO PC (PLANNED COMMUNITY) – 2<sup>ND</sup>  
READING**

It was moved by Caviston, supported by McKinney, that the Superior Charter Township Board adopt the following ordinance for second reading:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
ORDINANCE # 134-33**

The Board of Superior Charter Township of Washtenaw County, Michigan, hereby ordains that Ordinance Number 134, being the Superior Charter Township Zoning Ordinance, adopted August 4, 1997, and effective August 21, 1997, as amended, be amended as follows:

SECTION I

Superior Charter Township Ordinance Number 134, designated Superior Charter Township Zoning Ordinance, adopted August 4, 1997 and effective August 21, 1997, as amended, and the zoning district map attached thereto and made a part thereof, are hereby

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 7**

are hereby amended by rezoning the following described property in Superior Township, Washtenaw County, Michigan, from the present zoning of RC (Recreation Conservation) to PC (Planned Community):

OLD SID J-10-035-010-00 SU 35-7B

BEGINNING AT CENTER OF SECTION 35; THENCE N87°42'58"E 363.44 FEET IN THE E-W 1/4 LINE; THENCE N02°34'42"W 145.00 FEET; THENCE S65°35'00"E 155.00 FEET; THENCE S51°43'00"E 170.00 FEET; THENCE S42°13'40"E 270.80 FEET; THENCE SWLY 40.11 FEET IN THE ARC OF A CURVE TO THE LEFT, RADIUS 766 FEET, CHORD BEARING S39°15'30"W 40.10 FEET; THENCE S37°45'30"W 245.17 FEET; THENCE SWLY 445.37 FEET IN THE ARC OF A CURVE TO THE RIGHT, RADIUS 859.43 FEET, CHORD BEARING S52°36'15"W 440.41 FEET; THENCE S67°27'00"W 52.41 FEET; THENCE SWLY 138.87 FEET IN THE ARC OF A CURVE TO THE LEFT, RADIUS 859.43 FEET, CHORD BEARING S62°49'10"W 138.72 FEET; THENCE S58°11'30"W 246.79 FEET, THENCE SWLY 158.64 FEET IN THE ARC OF A CURVE TO THE RIGHT< RADIUS 286.48 FEET, CHORD BEARING S74°03'10"W 156.66 FEET; THENCE S89°55'10"W 202.82 FEET; THENCE NWLY 567.20 FEET IN THE ARC OF A CURE TO THE LEFT, RADIUS 903.00 FEET, CHORD BEARING N19°32'50"W 557.98 FEET; THENCE N52°22'00"E 316.92 FEET; THENCE N00°06'00"E 226.36 FEET; THENCE N87°52'58"E 382.74 FEET IN THE E-W 1/4 LINE TO THE PLACE OF BEGINNING. BEING PART OF SAID SECTION 35 TOWN 2 SOUTH, RANGE 7 EAST. CONTAINS 21.56 ACRES MORE OR LESS. SUBJECT TO ALL RESTRICTIONS AND EASEMENTS OF RECORD, IF ANY.

**SECTION II**

This Ordinance shall be published in a newspaper circulated within the Township of Superior within thirty (30) days following the final adoption thereof. This Ordinance shall become effective on the eighth day following said publication or such later date as is provided by law. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**CERTIFICATION**

I, Kay Williams, 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 4, 2005. 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.

William McFarlane, Supervisor

Kay Williams, Clerk

Roll call vote:

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

Nays: None

The motion carried.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 8**

**10. NEW BUSINESS**

**A. SOUND SYSTEM FOR BOARD ROOM**

The Planning Commission requested that the Board Room be equipped with a sound system for their public hearings as it is difficult to hear when many people are in the room. The Supervisor asked Paula Calopis, Administrative Assistant for the Building Department, to research the possibilities. Three companies came to the Hall and submitted bids for the sound system: Creative Audio (\$8,976.07), Evolution/Custom Design (\$5,555.00), and Chase Creative Unlimited (\$5,966.25). Paula compiled the bids and summarized the results, a difficult job as each company has different products. The Officials met with Paula to discuss the summary and recommend that the low bidder, Evolution/Custom Design be awarded the contract as they seem to meet our needs at the lowest cost.

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board accept the bid from Evolution/Custom Design for \$5,555.00 to install an audio system in the Township Hall Board Room consisting of a Bogen V150 Watt Power Amplifier, 4 Bogen FG 305 commercial grade speakers, 5 desktop microphones, 1 wireless microphone, 1 microphone stand, all necessary installation equipment, labor, and one year free service.

Roll call vote:

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

Nays: None

The motion carried.

**B. WASHINGTON SQUARE ENTRANCE SIGN**

The Washington Square residents have gone for many years without a sign identifying their subdivision. There is now enough funding available in the Side Street Maintenance Fund to install a sign like the ones at the entranceways to Oakbrook, Bromley Park and Brookside subdivisions. This year's contract with Charles Swanson to cut the grass is \$13,400.00. With the money left over from last year's special assessment for side street maintenance, there will be \$8,099.70 for special projects. Sign Studio, the company who installed the Oakbrook sign, submitted a bid for \$7,250.00 to install the Washington Square sign. This is \$250.00 less than the



**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 9**

Oakbrook sign and will look like the Oakbrook sign. Almost \$900.00 is left in the account which can be used for shrubs and landscaping around the sign.

The Board complimented the Treasurer, Brenda McKinney, for her efforts in procuring such an attractive sign. Carl Saddler, Park Commissioner and resident of Washington Square, was please with the sign and the fact that it was being built as the area has not had a sign for many years.

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

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
APRIL 18, 2005**

**A RESOLUTION TO ALLOW THE SIZE OF THE WASHINGTON SQUARE  
ENTRANCE SIGN TO BE 26.33 SQUARE FEET**

WHEREAS the Superior Charter Township Board wishes to replace the entrance sign for Washington Square Subdivision with a new sign that will be purchased with funds from the Side Street Maintenance Fund, and

WHEREAS the Board wishes to have all entrance signs in the urban area of the Township to have the same appearance in order to unify the area, and

WHEREAS the Planning Commission has previously approved the size and design of the signs at the entrances to Brookside and the Board wishes to have all future signs conform to that design, and

WHEREAS on May 5, 2003, the Board approved a resolution to allow the sign at the entrance to Oakbrook to be 26.66 square feet,

NOW THEREFORE BE IT RESOLVED that the Board grant a waiver for the Washington Square entrance sign and allow it to be 26.33 square feet in size, and

BE IT FURTHER RESOLVED that the Board request the Planning Commission to review the sizes and designs of signs at entrances to future developments to provide for unity of design in the urban area of the Township, and

BE IT FURTHER RESOLVED that the Board authorize the Supervisor to sign the contract with Sign Studio to construct and install the Washington Square sign at a spot as designated by the Officials in the MacArthur Drive island for a sum not to exceed

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 10**

\$7,250.00 and that part of the balance of the Side Street Maintenance Fund monies be used to purchase and plant shrubs at the sign site.

Roll call vote:

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

Nays: None

The motion carried.

**C. UNITED MEMORIAL GARDENS DEVELOPMENT AGREEMENT**

United Memorial Gardens is finishing the mausoleum in the cemetery in Section 3 at the corner of Joy and Curtis. They are completing the section of crypts and enclosing them to make a chapel. The Planning Commission has approved the plans and engineering approval is pending. The Development Agreement has been reviewed by Staff.

It was moved by Caviston, supported by McKinney, that the Superior Charter Township Board approve the following Development Agreement:

**SUPERIOR CHARTER TOWNSHIP  
DEVELOPMENT AGREEMENT  
UNITED MEMORIAL GARDENS**

**THIS DEVELOPMENT AGREEMENT ("Agreement")** is entered into as of the 18th day of April, 2005, by and between United Memorial Gardens, whose address is 4800 Curtis Road; Plymouth, MI 48170 ("**Owners/Developers**"), 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 complete a group of partially erected precast concrete crypt buildings near the south end of United Memorial Gardens Cemetery property resulting in additional crypts and an enclosed chapel/mausoleum; and
- B. WHEREAS**, the Developer desires to develop pursuant to the Superior Township Zoning Ordinance No.134, as amended and pursuant to all applicable Articles and Sections; and

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 11**

- C. WHEREAS**, the Developer desires to build all necessary on-site infrastructure without the necessity of special assessments by the Township; and
- D. WHEREAS**, the Developer desires to install grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the drainage of storm water in such a manner as is not expected to result in damage to any adjacent property outside of the Development or any adjacent lot from an increase in the flow of storm water or decrease in water quality of storm water from the Development; and
- E. WHEREAS**, 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 final site plan approval for the entire Development and permits that may have been issued by appropriate governmental review agencies for the subject site; and
- F. WHEREAS**, on December 15, 2004, the Township's Planning Commission passed a motion to approve a minor amendment to the approved combined preliminary and final site plan dated 9-29-04, for the Development conditioned upon:
1. The petitioner has provided two benchmarks, however the benchmarks need to reference the NAVD 83 or USGS Datum.
  2. The petitioner has provided the legal description of the property, however it does not close within acceptable limits.
- G. 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 Development; and
- H. WHEREAS**, Section 10.04(F)(1) of the Township's Zoning Ordinance requires the execution of a Development Agreement in connection with the approval of the final site plan of the Development, which Agreement shall be binding upon the Township, Developer and the owners of the site, their successors-in-interest and assigns, and the owners of units within the Development.

**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:

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 12**

**ARTICLE I  
GENERAL TERMS**

- 1.1 Recitals Part of Agreement.** 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 Development is zoned A-1 (Primary Agriculture) for the development and for purposes of recordation shall be referred to as United Memorial Gardens Cemetery Mausoleum Addition.
- 1.3 Approval of Final Site Plan.** The final site plan, dated 9-29-04, a copy of which is attached hereto and made a part hereof, has been approved pursuant to the authority granted to and vested in the Township pursuant to Act No. 184, Public Acts of 1943, as amended.
- 1.4 Conditions of Final Site Plan Approval.** Developer and the Township acknowledge that the approved final site plan for the Development incorporates the Township's 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 Development 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 and assigns; and may not be modified or rescinded except as may be agreed to in writing by the Township, the Developer and/or their respective successors and assigns. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of the Development. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or the successor or assignee of a party shall be deemed an intended contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof.

**ARTICLE II  
PROVISIONS REGARDING DEVELOPMENT**

- 2.1 Permitted Principal Uses.** The only permitted principal uses within the Development shall consist of the following:

**SUPERIOR CHARTER TOWNSHIP BOARD**  
**REGULAR MEETING**  
**APRIL 18, 2005**  
**ADOPTED MINUTES**  
**PAGE 13**

- The construction of a addition resulting in a new structure totaling 5,303 square feet including the existing crypts.
- Parking remains the same along existing drives per cemetery use
- Entrance drives that will remain the same.

**2.2 Open Space Areas.** The open space areas shown on the final site plan, shall be used for landscaping, and open space purposes. With the exception of sidewalks, landscaping improvements, storm drainage improvements, utilities, or other improvements required to be installed by the Developer which are depicted on plans and specifications which have been approved by the Township, no improvements shall be installed or constructed within the Open Space Areas without the prior approval of the Township.

**2.3 Responsibility to Preserve, Retain, and Maintain Open Space Areas.** The Developer shall remove all construction debris and rubbish from the General Common Element Areas during the period of construction. Subject to that continuing responsibility, Developer shall retain all responsibility to preserve, retain, maintain and upkeep of the open space areas, whether arising under this Agreement or any other open space maintenance agreements entered into with the Township or other governmental entities, effective as to any portion of the general common element areas from and after the date of final acceptance by the Township.

Developer shall notify the Township in writing within thirty (30) days of the date construction of the general common element areas on the site is complete.

**2.4 Open Space Area Rules.** Developer shall be responsible for removing any man-made debris that is deposited in the open space areas during the period of construction and shall maintain the area to ensure that it is free of trash, rubbish or unsightly weeds and shall maintain the 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 and/or the plans and specifications which have been approved by the Township.

**2.5 Engineering Approval of Plans.** In accordance with Superior Township Ordinance and Superior Township's Engineering Design Specification, no construction work or grading, except as set forth below, shall be performed on the site until engineering plans are reviewed and approved. Township agrees that all plan reviews required by its engineer shall be "turned-around" expeditiously. The engineering approval shall not be given until the conditions as required by the

**SUPERIOR CHARTER TOWNSHIP BOARD**  
**REGULAR MEETING**  
**APRIL 18, 2005**  
**ADOPTED MINUTES**  
**PAGE 14**

Planning Commission in granting a minor amendment to the preliminary and final site plan approval on December 15, 2004, as stated in Paragraph F of the recitals in this document, have been met.

**2.6 Performance Guarantee.** The Developer shall provide a performance guarantee to cover site improvements as specified within Section 10.10 of the Zoning Ordinance. The Developer shall provide security in the amount of **\$7,000.00** 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. 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 a 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 2.6 of the Development Agreement". The **\$7,000.00** 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. The performance guarantee shall be used for attorney fees, and/or costs relating to demolition and site restoration if the site plan approval expires or if the building permit is cancelled due to abandonment of work on the site. 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 a certificate of use and occupancy for the project. 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.

**2.7 Date of Completion of the Building.** The Developer shall provide security in the amount of **\$400,000** in the form of a bond or irrevocable letter of credit to assure the completion of the building by **April 30, 2006**. The Developer shall deposit such funds **before the pre-construction meeting** with the Township Treasurer's Office in the form of a 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 2.7 of the Development Agreement". 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

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 15**

approves such completion, such approval not to be unreasonably withheld, conditioned or delayed.

**2.8 Engineering Plans 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 sewer (sanitary and storm) 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, Revised May 2003 as amended.

**2.9 Underground Utilities.** Developer shall install all electric, telephone and other communication systems underground in accordance with requirements of the applicable utility company and applicable Township Ordinances.

**2.10 Removal of Construction Debris.** In addition to its responsibilities under Section 2.3, above, Developer shall remove all discarded building materials and rubbish at least once each month during construction of the addition and within one month of completion or abandonment of construction; provided that the responsibility under this Section 2.10 shall be deemed transferred to any subsequent owner of a portion of the Development as to that portion. No burning of discarded construction material shall be allowed on site.

**2.11 Site Grading and Building Setbacks.** The Developer or the Developer's representative shall certify that the as-built site grading and building setbacks conform to the Township approved site and engineering drawings. This certification shall be prepared by and bear the seal of a professional land surveyor licensed in the State of Michigan. The certification shall be submitted as directed on forms provided by the Township (Exhibit "C").

The Township shall have the right to spot-check certification grades at its own discretion. The final certificate of use and occupancy shall be withheld until the site grading/setback certification is received and approved by the Township. The

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 16**

Township shall have the right, at its own discretion, to waive some or all of the site grading and building setback certification requirements.

- 2.12** The Developer shall petition the Township Assessor to combine the various existing parcels of land into one parcel. The Developer shall submit a scale drawing showing parcel lines, boundaries, area, and dimensions plus existing roads, easements or rights-of-way. A legal description for the resulting parcel shall describe all lands as combined. Any remaining lands shall also be described if not included in the combination.

**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. Until all rights and responsibilities under this Agreement are transferred to the Developer and the Township shall be entitled to modify, replace, amend or terminate this Agreement, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the addition, including unit owners, mortgagees and others.
- 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 through action of the Township Board at a duly scheduled meeting.
- 3.4 Developer and Owner Approval.** The signers on behalf of Developer below represent by their signatures that they represent and have authority to bind all owners of legal and equitable title in the property. Owners have signed to show only that they consent to the terms of the Agreement being made applicable to the addition and it is agreed they have no responsibility to carry out the responsibilities of Developer hereunder.
- 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 Preconstruction Meeting with Builders.** The parties acknowledge that Developer and/or any other third parties can build the facilities depicted within the addition in accordance with the approved site plan. The parties agree that the



**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 17**

Developer and/or any other third parties will comply with all related Township Policies and Ordinances prior to the preconstruction meeting. Prior to the commencement of any grading on the site, the Developer or such other third parties shall schedule a meeting as per the Township's engineering standards with its general contractor, 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 addition.

- 3.7 Continued Review.** The Developer 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 reasonably necessary by the Township until completion of the project.
- 3.8 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.
- 3.9 Recordation of Agreement.** The Township shall record this Agreement with the Washtenaw County Register of Deeds and shall provide a true copy to the Township. All costs associated with the recording of this Agreement shall be borne by the Developer. This Agreement will run with the land.
- 3.10 Assignment.** The Township shall have the right to assign this Agreement to any other third party, without the consent of the Owners or Township; provided, however, that in the event of such assignment, the Developer shall provide written notice of the assignment to the Owners and the Township within five (5) business days of the Assignment, but such assignment shall not release the Developer from the obligations hereunder.
- 3.11 Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into and made a part of this Agreement.

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

WITNESSES:

DEVELOPER:

\_\_\_\_\_

\_\_\_\_\_

Mr. Clayton Smart  
United Memorial Gardens

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 18**

\_\_\_\_\_  
Mr. Larry Grim  
MEADCO, LLP

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  
\_\_\_\_\_ 2002, by Clayton Smart, on behalf of the United Memorial  
Gardens

\_\_\_\_\_  
Notary Public

Michigan

\_\_\_\_\_ County,

My Commission Expires:

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_ 2002, by William A. McFarlane, Supervisor, of Superior Charter  
Township, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 19**

Notary Public

\_\_\_\_\_County, Michigan  
My Commission Expires:

When recorded, return to:  
Kay Williams, Clerk  
Superior Charter Township  
3040 N. Prospect  
Ypsilanti, MI 48198  
734-482-6099

Roll call vote:

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

Nays: None

The motion carried.

**D. RESIGNATION OF TERRANCE QUINN FROM BOARD OF REVIEW**

At the April 4, 2005, Superior Charter Township Board meeting, the Board appointed Terrance Quinn to the Planning Commission. As he was already serving on the Board of Review, it is necessary that he resign from that office.

It was moved by McKinney, supported by Lewis, that the Superior Charter Township Board accept the resignation of Terrance Quinn from the Superior Charter Township Board of Review effective immediately.

The motion carried.

**D. GENERAL FUND BUDGET AMENDMENT**

The Park Fund does not have the monies to fund the MERS Health Care Savings Plan which was adopted at the April 4 Board meeting. As the Board is committed to funding the program, it is necessary to amend the budgets to properly fund the program.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 20**

It was moved by Caviston, supported by McKinney, that the 2005 General Fund Budget, Building Fund Budget, and Park Fund Budget be amended as follows:

**General Fund**

Increase the following:

101-000-699-025	Appropriation from Reserves	\$ 35,300.00
101-000-699-000	Appropriation from Fund Balance	45,100.00
101-209-716-001	Assessor Retirement Health	9,600.00
101-209-716-050	Deputy Assessor Retirement Health	6,000.00
101-410-716-051	Planning Coord. Retirement Health	3,600.00
101-209-716-076	Assessing Other Retirement Health	2,400.00
101-171-716-001	Supervisor Retirement Health	15,600.00
101-201-716-001	Accountant Retirement Health	10,800.00
101-253-716-001	Treasurer Retirement Health	10,800.00
101-253-716-076	Treasurer Other Retirement Health	1,200.00
101-253-716-050	Deputy Treasurer Retirement Health	1,200.00
101-201-716-051	Accountant Assist. Retirement Health	4,800.00
101-215-716-001	Clerk Retirement Health	14,400.00
101-965-754-000	Transfer to Park Special	10,320.00
101-000-699-000	Appropriation from Fund Balance	10,320.00

**Building Fund**

Increase the following:

249-371-716-001	Building Insp. Retirement Health	\$ 7,200.00
249-371-716-051	Deputy Build. Dept. Retirement Health	24,800.00
249-371-716-046	Assist. Insp. Retirement Health	2,400.00
249-371-716-076	Other staff Retirement Health	1,200.00
249-000-699-025	Appropriation from Reserves	35,600.00

**Park Fund**

Increase the following:

508-751-716-001	Park Amin. Retirement Health	\$ 6,000.00
508-755-716-001	Park Ranger Retirement Health	12,000.00
508-000-699-025	Appropriation from Reserves	7,680.00
508-000-587-000	General Fund Special Contribution	10,320.00

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
APRIL 18, 2005  
ADOPTED MINUTES  
PAGE 21**

Roll call vote:

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

Nays: None

The motion carried.

**11. PAYMENT OF BILLS**

It was moved by Caviston, supported by McKinney, that the bills be paid in the following amounts: Law Fund - \$898.50.00 and Utility Fund - \$52,425.00 for a total of \$53,323.50.

The motion carried.

**12. PLEAS AND PETITIONS**

**13. ADJOURNMENT**

It was moved by Williams, supported by McKinney, that the meeting adjourn.

The motion carried and the meeting adjourned at 9:10 p.m.

Respectfully submitted,

Kay Williams, Clerk