

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
MAY 5, 2008
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1. CALL TO ORDER

The regular meeting of the Superior Charter Township Board was called to order by the Supervisor at 7:30 p.m. on May 5, 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, Nancy Caviston, Rodrick Green, Lisa Lewis, and David Phillips. Brenda McKinney was absent.

4. ADOPTION OF AGENDA

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

The motion carried.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF APRIL 21, 2008

It was moved by Caviston, supported by Williams, to approve the minutes of the regular Board meeting of April 21, 2008, as presented.

The motion carried.

6. CITIZEN PARTICIPATION

The Superior/Geddes Roundabout is being constructed and Geddes Road is closed. Traffic has a posted detour route, but many vehicles are using Vreeland as a short cut. Vreeland is not built for that amount of traffic and the Road Commission put up signs indicating that Vreeland is for local traffic only. Sandi Lopez, 6735 Vreeland, said that the signs have really helped in keeping the traffic down, and she appreciates that.

7. REPORTS

A. SUPERVISOR

The Supervisor reported on six items:

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1. The Auditors will be at the May 19 Board meeting to present the audit of all 2007 funds.
2. Michigan State Department of Treasury did an evaluation of local government fiscal indicators predictive of fiscal stress. Superior Charter Township received a perfect score for fiscal responsibility.
3. The Washtenaw County Sheriff invoices for the year had inaccuracies which have been corrected netting the Township a savings of \$37,800.85 for services charged but not received. The overtime invoices have additional errors and McFarlane is working with the Sheriff Department to correct them.
4. The authorized special patrol for the MacArthur Boulevard area have been used two times so far. On April 18 a gathering was dispersed with the deputies following the participants to ascertain which apartment dwellers were involved. That information has been noted for future investigation. On April 26 six trespass notices were issued.
5. On Wednesday, May 7, the Administrative Staff will be meeting with the owners of Sycamore Meadows to negotiate a security services agreement providing for the assignment of one full-time deputy sheriff to patrol the property 40 hours per week. This is an extension of the previous contract.
6. The Building Department had 10 new single-family home permits in the month of April.

B. DEPARTMENT REPORTS: FIRE, FIRE MARSHAL, PLANNING MONTHLY, ZONING MONTHLY, ASSESSING, PARK COMMISSION MINUTES

It was moved by Caviston, supported by Green, that the Fire Department Report for April, the Fire Marshal Report for April, the Planning Report date May 1, the Zoning Report for April, the Assessing Department Report, and the Park Commission minutes for March 14, 2008, be received.

The motion carried.

8. COMMUNICATIONS

There were none.

9. UNFINISHED BUSINESS

There was none.

10. NEW BUSINESS

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A. 2008 URBAN COUNTY PARTICIPATION RESOLUTION AND COOPERATIVE AGREEMENT

It was moved by Williams, supported by Caviston, that the Superior Charter Township Board adopt the following Resolution and authorize the Supervisor to sign the Urban County Cooperative Agreement:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

MAY 5, 2008

A RESOLUTION ANNOUNCING THE INTENT OF SUPERIOR CHARTER TOWNSHIP TO PARTICIPATE IN THE WASHTENAW URBAN COUNTY FOR FEDERAL ASSISTANCE FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT DURING THE PERIOD OF JULY 1, 2009- JUNE 30, 2012.

WHEREAS, the Charter Township of Superior has been notified by the County of Washtenaw of its intent to seek status as an Urban County for the qualification period of July 1, 2009- June 30, 2012; and

WHEREAS, the County of Washtenaw invites all units of government within its boundaries to participate in the Urban County, in order to realize the benefits of the Community Development Block Grant (CDBG) and Home Investment Partnerships (HOME) Program funding that the Urban County receives from the U.S. Department of Housing and Urban Development; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the governing body of each participating jurisdiction consider and make known its decision by resolution whether to be included in (or excluded from) the Washtenaw Urban County; and

WHEREAS, each of the participants in the Urban County are represented by the chief elected official of that jurisdiction or their formal designee on the Urban County Executive Committee;

NOW, THEREFORE, BE IT RESOLVED that the Charter Township of Superior Board of Trustees hereby agrees to participate in the Washtenaw Urban County for federal assistance from the U.S. Department of Housing and Urban Development during the period of July 1, 2009- June 30, 2012.

BE IT FURTHER RESOLVED that the Charter Township of Superior intends to remain in the Washtenaw Urban County Community Development Block Grant and Home Investment Partnerships Programs, which shall be automatically renewed in successive three-year

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qualification periods of time, or until such time as it is in the best interest of the Township to terminate the Cooperation Agreement with Washtenaw County, which was originally signed in June/July of 2002 or 2005.

CERTIFICATE

I, Kay Williams, Clerk of the Charter Township of Superior, Washtenaw County, Michigan, hereby certify that the forgoing constitutes a true and complete copy of a Resolution which was duly adopted by the Township Board of Superior Charter Township at a Regular Meeting of said Board held on May 5, 2008. I further certify that resolution was adopted unanimously.

Dated: May 6, 2008

_____ -

Kay Williams, Clerk, Superior Charter Township

COOPERATIVE AGREEMENT

"Urban County"

Community Development Block Grant & Home Investment Partnership Programs

THIS AGREEMENT made and entered into this _____ day of May, 2008 by and between the Township of Superior, State of Michigan hereinafter referred to as the "Community", and the County of **Washtenaw**, a Michigan Constitutional Corporation, State of Michigan, hereinafter referred to as the "County":

WHEREAS, the Housing and Community Development Act of 1974 as amended provides an entitlement of funds for Community Development purposes for urban counties; and

WHEREAS, **Washtenaw** County has been designated as an Urban County provided that it secures Cooperation Agreements with various communities in **Washtenaw** County; and

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WHEREAS, this agreement covers both the Community Development Block Grant Entitlement Program and, where applicable, the HOME Investment Partnership program; and

NOW THEREFORE, the Community and County do hereby promise and agree:

THAT the Community may not apply for grants from appropriations under Small Cities or State CDBG programs for fiscal years during the period in which it is participating in the urban county's CDBG program; and

THAT the Community may not participate in a HOME consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation; and,

THAT the County shall have final responsibility for selecting Community Development Block Grant (and HOME, where applicable) activities and annually filing a Consolidated Plan with HUD;

THAT the County will, on behalf of the Community, execute essential Community Development and Housing Assistance applications, plans, programs and projects eligible under the Housing and Development Act of 1974 as amended; and

THAT the Community and the County will cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT the Community and the County will take all actions necessary to assure compliance with the County's certification required by Section ~104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws; that the County is prohibited from funding activities in or in support of any community that does not affirmatively further fair housing within its own jurisdiction, or that impedes the County's action to comply with its fair housing certification; and that funding by the County is contingent upon the Community's compliance with the above; and

THAT the Community has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within its jurisdiction; and

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THAT the qualification period of this agreement as defined in the HUD regulations and guidelines shall be Federal Fiscal Years 2009, 2010 and 2011, and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants and Home Investment Partnership Program grants from Federal Fiscals years 2009, 2010 and 2011 appropriations and from any program income generated from the expenditure of such funds; further that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's urban county qualification notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's urban county qualification notice; and

THAT the Community resolves to remain in Washtenaw's Urban County programs for an indefinite period of time or until such time it is in the best interest of this Community to terminate the Cooperation Agreement and such additional period of time for the purpose of carrying out activities funded by Community Development Block Grants and from any program income generated from the expenditure of such funds. Furthermore, that the period of time of this Agreement shall be automatically renewed in successive three-year qualification periods, unless the County or the Community provides written notice it elects not to participate in a new qualification period. A copy of this notice must be sent to the HUD State Office by the date specified in HUD's Urban County Qualification Notice for the next qualification period; further the County will notify the Community in writing of its right to make such election by the date specified in HUD's Urban County Qualification Notice; and

THAT failure by either party to adopt an amendment to this Agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice applicable for a subsequent three year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period, and to submit the amendment to HUD as provided in the Urban County Qualification Notice, will void the automatic renewal of such qualification period; and

THAT this Agreement remains in effect until the CDBG (and HOME where applicable) funds and income received with respect to activities carried out during the three year qualification period (and any successive qualification periods under this automatic renewal provision) are expended and the funded activities completed, and that the County and Community may not terminate or withdraw from this agreement while this agreement remains in effect; and

THAT the Community shall inform the County of any income generated by the expenditure of CDBG funds received by the Community; and

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THAT any such program income generated by the Community must be paid to the County, unless at the County's discretion, the Community may retain the program income as set forth in 24 CFR 570.503; and

THAT any program income the Community is authorized by the County to retain may only be used for eligible activities approved by the County in accordance with all CDBG requirements as may then apply; and

THAT the County has the responsibility for monitoring and reporting to HUD on the use of any such program income, thereby requiring appropriate record keeping and reporting by the Community as may be needed for this purpose; and

THAT in the event of close-out or change in status of the Community, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County; and

THAT the Community shall provide timely notification to the County of any modification or change in the use of the real property from that planned at the time of acquisition or improvement including disposition; and

THAT the Community shall reimburse the County in the amount equal to the current fair market value (less any portion of the value attributable to expenditures of non-CDBG funds) of real property acquired or improved with Community Development Block Grant funds that is sold or transferred for the use which does not qualify under the CDBG regulations; and

THAT the Community shall return to the County program income generated from the disposition or transfer of real property prior to or subsequent to the close-out, change of status or termination of the cooperation agreement between the County and the Community; and

THAT the terms and provisions of this Agreement are fully authorized under State and local law, and that the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing; and

THAT pursuant to 24 CFR ~570.501(b), the Community is subject to the same requirements applicable to subrecipients, including the requirement for a written agreement set forth in 24 CFR 570.503.

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IN WITNESS WHEREOF, the Community and the County have by resolutions authorized this agreement to be executed by their respective officers thereunto as of the day and year first above written.

COUNTY OF WASHTENAW

Name: Robert E. Guenzel
Title: County Administrator
Signature & date: _____

Attested By:
Name: Lawrence Kestenbaum
Title: County Clerk/ Register
Signature & date: _____

COMMUNITY OF SUPERIOR CHARTER TOWNSHIP

William McFarlane
Title: Supervisor
Signature & date: _____

Attested By:
Kay Williams
Title: Clerk
Signature & date: _____

CERTIFICATION BY COUNTY CORPORATION COUNSEL

The undersigned, Corporation Counsel for the County of **Washtenaw**, certifies that the terms and provisions of the foregoing agreement are fully authorized under existing State and local law and that the agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and public assisted housing in cooperation with local units of government.

Name: Curtis Hedger
Title: Corporation Counsel

Signature & date: _____

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Roll call vote:

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

Nays: None

Absent: McKinney

The motion carried.

B. SPARK EAST INCUBATOR PROJECT/ANNUAL DUES

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
MAY 5, 2008**

A RESOLUTION IN SUPPORT OF SPARK EAST INCUBATOR PROJECT

At a regular meeting of the Township Board of Trustees of Superior Charter Township, Washtenaw County, Michigan, held at the Township Hall of said Township on the fifth day of May, 2008, at 7:30 p.m. Eastern Standard Time, the following resolution was offered by Lewis, and supported by Green:

WHEREAS on April 21, 2008, James P. Gartin and Greg Fronizer of Spark gave a short presentation on Ann Arbor SPARK and the proposed Spark East Incubator Project; and

WHEREAS in 2007 SPARK funded 38 attraction/expansion projects which created 2,200 new jobs in the area resulting in \$28,000,000 in investments; and

WHEREAS SPARK is desirous of opening an business incubator in Ypsilanti with committed funding for the project from Eastern Michigan University for \$60,000 per year for five years, from Washtenaw County for \$50,000 per year for five years, a one-year commitment from DTE for \$25,000, and a 3-year commitment from the City of Ypsilanti for \$5,000; and

WHEREAS, Ypsilanti Township, Pittsfield Township, and Augusta Township have shown interest in committing to participate; and

WHEREAS the Superior Charter Township Board is committed to assisting with the economic advancement of our community;

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NOW, THEREFORE, BE IT RESOLVED, that the Superior Charter Township Board hereby authorizes the expenditure of \$5,000.00 for one year for the SPARK East Incubator Project; and

BE IT FURTHER RESOLVED that the Superior Charter Township commitment is based on the participation of Ypsilanti, Pittsfield, and Augusta Township's participation; and

BE IT FURTHER RESOLVED that the Superior Charter Township Board authorizes the payment of the annual contribution of \$1,000.00 to SPARK for funding of general operations.

Roll call vote:

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

Nays: None

Absent: McKinney

The motion carried.

C. 2008 ROAD COMMISSION PROJECTS

The Administrative Staff reviewed the suggested road projects for 2008 and recommended projects amounting to \$235,135.00.

It was moved by Williams, supported by Caviston, that the Superior Charter Township Board authorize the Supervisor to sign the 2008 Contract with the Washtenaw County Road Commission for the following projects:

1. Cherry Hill Road, Stommel to end of pavement. Shape and dust control.	\$ 7,400
2. Warren Road, Vorhies to end of Pavement. Shape and dust control.	5,900
3. Gotfredson Road, M-153 to Cherry Hill. Shape and dust control.	5,200
4. Vreeland Road, Hickman to Prospect. Shape and dust control.	12,100
5. Gale Road, Cherry Hill to Geddes. Shape and dust control.	8,700
6. Nottingham, Devon to Clark, milling and 3" bituminous.	38,400
7. Arlington Drive, Ascot to Andover, milling and 3" bituminous.	66,600
8. Tanglewood Drive from Overbrook to Plymouth slurry seal.	16,300
9. Calcium chloride, two applications on gravel roads.	61,575
10. 1,000 tons of limestone on gravel roads @ \$12.96 per ton	<u>12,960</u>

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	Total	\$235,135
Funding for above projects:		
1. Superior Township 2008 Road Budget	\$180,000	
2. Washtenaw County Matching	29,887	
3. Proposed 2008 Budget amendment	<u>25,248</u>	
Total	\$235,135	

Roll call vote:

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

Nays: None

Absent: McKinney

The motion carried.

D. POLICY ON EMPLOYEE NAMES ON THE WEBSITE

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

**SUPERIOR CHARTER TOWNSHIP BOARD
WASHTENAW COUNTY, MICHIGAN
MAY 5, 2008**

**A RESOLUTION ESTABLISHING A POLICY OF EMPLOYEE NAMES ON THE
SUPERIOR TOWNSHIP WEBSITE**

WHEREAS the official, adopted minutes of the Superior Charter Township Board must contain the names of individuals as it is the duty of the Board to oversee employment matters including hiring and firing of individuals; and

WHEREAS the official, adopted minutes are put on the Township Website for the convenience of the public; and

WHEREAS the accessibility of these minutes are worldwide to anyone with capability of searching for names within these minutes; and

WHEREAS putting the adopted minutes on the Website is not a legal requirement of the Township and therefore editing such minutes by removal of names and other personal

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information prior to publishing the minutes on the Website would not be contrary to the law because the official minutes are recorded and kept in the Township; and

WHEREAS in the interest of protecting the privacy of individuals the Board desires to adopt a policy regarding the minutes on the Website as it pertains to individuals:

NOW, THEREFORE, BE IT RESOLVED that the Superior Charter Township Board hereby adopts the policy of deleting the names of individual employees from the adopted minutes before putting the minutes on the Superior Charter Township Website and inserting the following in place of the employee name: (employee name deleted per the policy of the Superior Charter Township Board).

Roll call vote:

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

Nays: None

Absent: McKinney

The motion carried.

E. ORDINANCE No. 172 – REGULATE FIRE HYDRANTS ON PRIVATE PROPERTY – FIRST READING

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

ORDINANCE No. 172

AN ORDINANCE TO REGULATE FIRE HYDRANTS ON PRIVATE PROPERTY.

THE TOWNSHIP OF SUPERIOR, WASHTENAW COUNTY, MICHIGAN
ORDAINS:

Section 172.01 - Purpose: It is hereby determined and declared to be necessary and proper for the regulation of the public health, safety and welfare to regulate the maintenance of those fire hydrants on private property which are connected to water lines that are connected to the Superior Charter Township Utility Department water

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lines.

Section 172.02 – Inspections - The Township of Superior through its Utility Department, shall inspect each fire hydrant annually as needed, to determine if it is in proper working condition. Any qualified employee of the Department shall at all reasonable hours have the right to enter the premises where such hydrants are installed for the purpose of testing, removing or inspecting same., No person shall hinder, obstruct or interfere with such employee in the lawful discharge of his duties in relation to the care and maintenance of such fire hydrants. If the hydrant needs repair, the Utility Department will notify the owner of the property in writing by certified mail requesting that the hydrant be fixed within 10 days of the receipt of the letter. If the hydrant is not repaired within the 10 days, the Utility Department will fix the hydrant and bill the owner of the property for the cost of the labor and materials necessary to put the hydrant back in proper working condition.

Section 172.03 – Winterization - The owner of the property that has the fire hydrants shall winterize the hydrants during the month of October. The property owner may do this themselves, hire it done by a reputable firm knowledgeable in the winterizing of fire hydrants, or contract with the Utility Department to winterize the hydrant at a fee established by the Department.

Section 172.04 - Charges for Services - If the Utility Department does any winterizing of hydrants at the request of the owner, or any repair or maintenance of a hydrant, the owner shall be billed for the Utility Department labor and materials. Such bills shall be due and payable in full upon 24 days of the date of the bills. Any bill not paid shall be considered delinquent, shall have a ten (10%) percent late fee attached thereto. If any such charges against any piece of property shall be delinquent for six months, the Township officials in charge of the collection of such shall certify, on July 1 of each year, to the Treasurer of the Township, the amount of such delinquency, whereupon such charges shall be entered upon the next tax roll against the property to which such charges have been rendered. Such charges shall be collected and such lien shall be enforced in the same manner as provided for the collection of taxes assessed upon such roll and enforcement of the lien therefore, as prescribed by law.

Section 172.05 - Penalty Provisions - The violation of any provision or provisions of this ordinance shall be a civil infraction and deemed to be a nuisance per se. Each and every day during which any section hereof is violated shall be deemed a separate offense. At the request of the Director of the Utility Department or the Fire Chief, the Township Board may institute an injunction, mandamus, abatement or other appropriate action or actions, proceeding or proceedings to prevent, enjoin, abate or remove any unlawful violation of this ordinance. The rights and remedies herein are cumulative and in addition to all other remedies prescribed by law.

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Section 172.06 – Repeal of Ordinance No. 89 – The existing Ordinance No. 89, being an ordinance to regulate fire hydrants on private property, effective August 19, 1985, is hereby repealed. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation or prosecution of any right established, occurring prior to the effective date hereof.

Section 172.06 - Publication of Ordinance and Notice - 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, 3040 N. Prospect, Ypsilanti, 48198, and on the Township website – www.superior-twp.org – with notice of such in *The Ypsilanti Courier*, 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 172.07 - Effective Date - The ordinance shall take effect thirty (30) days after the publication thereof.

Roll call vote:

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

Nays: None

Absent: McKinney

The motion carried.

**E. AUTUMN WOODS CONTRACT – WATER & SEWER
AVAILABILITY FEES**

In May of 2004 Autumn Woods signed a contract with the Township for the payment of the water and sewer availability fees at the time an application for a utility connection permit for each building is submitted. The fees for the entire condominium is \$115,433.90, of which \$86,575.43 has been paid. Two buildings are yet to be built with \$28,858.46 remaining to be paid. The 2004 contract was for three years and is now expired. The new contract includes the interest rate of 6% for the remaining unpaid fees and a provision that Autumn Woods will install a non-motorized trail along the Prospect Road frontage.

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It was moved by Caviston, supported by Green, that the Superior Charter Township Board authorize the Supervisor to sign the following contract:

CONTRACT

A CONTRACT BETWEEN THE CHARTER TOWNSHIP OF SUPERIOR AND AUTUMN WOODS DEVELOPMENT, LLC. TO PROVIDE FOR THE PAYMENT OF WATER AND SEWER AVAILABILITY FEES FOR AUTUMN WOODS CONDOMINIUM.

WHEREAS Autumn Woods Condominium has been assessed \$115,433.90 for water and sewer availability fees to pay for their share of the costs of providing water and sewer service to their development, and

WHEREAS Autumn Woods Development, L.L.C. (“Autumn Woods”) has requested that the Township finance the payment of the fees over a three-year period at six per cent (6%) annual interest, and

WHEREAS Autumn Woods Development, L.L.C. has proposed that the payoff (principal and interest) for each unit be prorated and due with the application for each utility connection permit, and

WHEREAS the Superior Charter Township Board (“the Township”) has approved this financing arrangement in principle,

NOW THEREFORE BE IT AGREED that :

1. Autumn Woods has paid \$86,575.43 as of the date of this contract and will continue to pay 1/8th of the \$115,433.90, or \$14,429.24, and the prorated interest to the Township’s Utilities Department each time an application for a utility connection permit is submitted,
2. On June 1, 2008, the six per cent (6%) annual interest payment on the unpaid balance will be due and payable to the Utilities Department by Autumn Woods.
3. On June 1, 2009, the six per cent (6%) annual interest payment on the unpaid balance will be due and payable to the Township’s Utilities Department by Autumn Woods.
4. On June 1, 2010, the six per cent (6%) annual interest payment on the unpaid balance will be due and payable to the Township’s Utilities Department by Autumn Woods.
5. Autumn Woods Development, L.L.C. agrees to install an eight (8’) foot-wide asphalt non-motorized trail along the Prospect Road frontage of the Autumn Woods Condominium Development with the same design and construction as the

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non-motorized trail along Clark within twelve months of the issuance of the final utility connection permit for the development.

6. The Township may secure the obligations of Autumn Woods under this Contract by filing a lien against each condominium unit.
7. In the event Autumn Woods refuses, neglects or otherwise fails to meet its obligations under this Contract, the Township may apply any payments made by or on behalf of Autumn Woods to the Township for any reason to the obligations of this Contract before satisfying any other obligations.

AGREED TO ON THIS DAY _____ of 2008.

Martin A. Merk
Autumn Woods Development, L.L.C.

William McFarlane
Superior Charter Township

Roll call vote:

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

Nays: None

Absent: McKinney

The motion carried.

F. BUDGET AMENDMENTS

It was moved by Caviston, supported by Green, that the Superior Charter Township Board amend the following 2008 budgets:

General Fund

Increase the following line item:

101-446-866-000	Road Maintenance/Repair	\$25,248.00
101-728-728-000	Economic Development	5,000.00

Decrease the following line item:

101-065-965-000	Transfer to Reserves	30,248.00
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Fire Fund

Increase the following line item:

206-336-718-006	Pension – Fire Marshal	\$5,253.00
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Decrease the following line item:

206-965-965-010	Transfer to Reserves	\$5,253.00
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Park Fund

Increase the following line item:

508-751-719-000	Prior Year UIA Unemployment Benefits	\$918.00
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Decrease the following line item:

508-751-930-000	Repair and Maintenance	\$918.00
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Roll call vote:

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

Nays: None

Absent: McKinney

The motion carried.

11. PAYMENT OF BILLS

It was moved by Caviston, supported by Green, that the bills be paid as submitted in the following amounts: General Fund - \$1,605.00 for a total of \$1,605.00.

The motion carried.

12. PLEAS AND PETITIONS

Caviston asked about the availability of cable on the west side of Napier north of Warren to Ann Arbor Road. Comcast will not service those residents as it is

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too sparsely populated. MacFarlane will look into allowing them to connect to cable across the road in Canton Township.

13. ADJOURNMENT

It was moved by Williams, supported by Caviston, that the meeting adjourn. The motion carried and the meeting adjourned at 8:20 p.m.

Respectfully submitted,

Kay Williams, Clerk