

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
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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 15, 2006, 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, and David Phillips. Lisa Lewis was absent.

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 MAY 1, 2006

It was moved by Caviston, supported by Green, to approve the minutes of the regular Board meeting of May 1, 2006, as presented.

The motion carried.

6. CITIZEN PARTICIPATION

At this point McFarlane introduced the new Sergeant from the Sheriff Department, Dave Archer. Sergeant Archer had been assigned to Ypsilanti Township for the past five years before coming to Superior Charter Township to replace Sergeant Kathleen Mahalick, who has retired. He will be working the afternoon shift from 3 p.m. to 11 p.m. and will be on the road much of the time. He said that the animal cruelty cases have not been solved despite more than 300 tips. The Sheriff Department is still investigating those tips. Sergeant Archer then left the meeting to continue patrolling the Township.

A. INTERVIEWS FOR VACANCY ON PLANNING COMMISSION

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The Board interviewed eight residents for the vacancy on the Planning Commission for the term ending February 28, 2007: Alden D. Burley, 6645 Warren; Dennis T. Donahue, 2223 N. Prospect; William Epps IV, 8761 Nottingham; Ryan H. Haywood, 5204 Pheasant Court; Patrice Chapman-Holm, 2957 Stommel; Sandi Lopez, 6735 Vreeland; Kenneth R. Westfall, 3401 Berry; and Carl F. Woodward, 6390 Plymouth.

The Supervisor will make his recommendation to the Board at the June 5 Board meeting.

B. OTHER CITIZEN COMMENTS

Ellen Kurath, 2203 Hickman, commented that the millage for the Legal Defense Fund to protect the Growth Management Plan passed because of a lot of hard work by many people including the members of the Superior Land Conservancy.

7. REPORTS

A. SUPERVISOR

The Supervisor reported on five items:

1. The Legal Defense millage did pass with 65% of the voters approving. Such strong support showed that the residents approve of the direction the Township is going.
2. The Michigan Attorney General has issued an opinion that the Headlee Amendment rollback applies to renewal millages and newly voted millages that are renewals of older millages have to start with the former year's rollback rate.
3. The cable franchise issue has not yet been resolved, but it looks like municipalities will not be able to grant franchises in the future. The result of this will be that cable companies will "cherry pick" the most profitable areas and leave the rest without cable services.
4. Washtenaw County Solid Waste Consortium will be holding a Hazardous Waste Disposal Day on June 3 at Lincoln High School. They will accept tires as well as other waste.
5. A Household Hazardous Waste Day is being held at the Ypsilanti Civic Center on May 20.

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B. DEPARTMENT REPORTS: FIRE DEPARTMENT, BUILDING DEPARTMENT, ORDINANCE OFFICER, SHERIFF DEPARTMENT

It was moved by Caviston, supported by McKinney, that the Fire Department report for April, the Building Department Report for April, Ordinance Officer Report for March/April and the Sheriff Department report dated May 5, 2006, be received.

Phillips noted that only six building permits for homes have been issued so far this year. McFarlane said that St. Joseph Hospital and the permits that were issued at the end of last year have kept our Building Department busy and we will not need to lay off any staff.

The motion to receive was carried.

C. MARCH 2006 FINANCIAL STATEMENTS - ALL FUNDS EXCEPT UTILITY

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board receive the March 2006 Financial Statements for the following funds: General, Fire, Law Enforcement, Parks and Recreation, Streetlights, Payroll, Trust and Agency, Building, Side Street Maintenance, Fire Reserve Fund, and Fire Construction Bond Fund.

The motion carried.

8. COMMUNICATIONS

A. AATA A-RIDE SERVICE

During the month of January A-Ride provided 90 door-to-door service rides for ten residents with disabilities and/or senior citizens. During February 11 residents had 96 rides, and during March 12 residents used A-Ride 136 times.

It was moved by Caviston, supported by Green, that the Superior Charter Township Board receive the letter from AATA regarding ridership on A-Ride.

The motion carried.

9. UNFINISHED BUSINESS

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A. PERSONNEL POLICY CHANGES

At the May 1 Board meeting the Board approved the Medical Leave for an employee of the Utility Department. At that time a discussion was held by the Board as to whether such requests for Medical Leaves should be handled administratively or require Board approval. The Board requested that language be submitted for Board discussion of the subject. The Human Resources administrator also recommended that the work rules be amended to address unauthorized absenteeism.

After further discussion, It was moved by Caviston, supported by McKinney, that the Superior Charter Township Board adopt the following amendment to the Superior Charter Township Personnel Policy:

Section 4.1 Personal Leaves

(a) A regular full-time employee after completing six (6) months of service may request an unpaid personal leave of absence for a period not to exceed sixty (60) calendar days within a twelve month period. An employee requesting a leave shall fill out a Personal Leave Request Form which requires the employee to state the reason for the leave and the expected duration of the leave. If the leave is approved by the employee's Department Head it shall be submitted to the Township Administrative Staff for approval. The Department Head shall submit an explanation of how the employee's work shall be covered in his/her absence and attach this to the employee's Leave Request Form.

(b) If the leave is denied by the Administrative Staff, the employee shall have the right to appeal it to the Township Board of Trustees. The employee may request an executive session for this if he/she so chooses.

(c) If the leave is requested and approved for less than the maximum allowable (60 days) and the employee later desires to extend the leave up to any point not to exceed the maximum of 60 days, approval for the extension shall not be automatic but rather subject to approval by the Department Head and Township Supervisor. A letter from the employee (or his/her representative) requesting an extension of the leave shall be sent to the Department Head at least (1) week in advance, circumstances permitting. The Department Head or Township Supervisor shall respond to the written request for extension in writing stating approval or denial. All personal leaves of absence shall be without pay and fringe benefits, including, but not limited to, insurances, except as otherwise mandated by law. Employees may, however, continue insurance coverages at their own expense during a personal leave of absence, by paying the premiums and if permitted by the insurance carrier. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.

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Section 4.2 Family and Medical Leave Act Leaves of Absence

(a) Superior Township currently does not have enough full-time employees (not including elected officials or appointees) to be required to offer unpaid job-protected leaves of absences under the 1993 Family and Medical Leave Act. However, employees may submit a request for a leave that complies with the FMLA guidelines and the Superior Township Administrative Staff or the Board of Trustees will decide whether to grant the job-protected leave on a case by case basis depending on the needs of the Township at that time. The following guidelines shall govern such leaves:

(b) A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months may request an unpaid personal leave of absence for a period not to exceed twelve (12) weeks in any one calendar year for any of the other reasons outlined below.

A personal leave of absence may be granted in the following cases:

- 1) A serious health condition that makes the employee unable to perform the functions of his/her position;
- 2) In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
- 3) Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter;
- 4) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

(c) An employee requesting a leave shall fill out a Family/Medical Leave Request Form which requires the employee to state the reason for the leave and the expected duration of the leave. He/she shall submit the leave request to his/her Department Head.

(d) If the leave is approved by the employee's Department Head, the Department Head shall submit an explanation of how the employee's work shall be covered in his/her absence and attach this to the employee's Leave Request Form. He/she shall then submit Leave Request to the Township Administrative Staff for approval.

(e) If the leave is denied by the Administrative Staff, the employee shall have the right to appeal it to the Township Board of Trustees. The employee may request an executive session for this is he/she so chooses.

(f) If the leave is requested and approved for less than the maximum allowable (twelve weeks) and the employee later desires to extend the leave up to any point not to exceed

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the maximum of twelve weeks, approval for the extension shall not be automatic but rather subject to approval by the Department Head and Township Supervisor. A letter from the employee (or his/her representative) requesting an extension of the leave shall be sent to the Department Head at least (1) week in advance, circumstances permitting. The Department Head or Township Supervisor shall respond to the written request for extension in writing stating approval or denial.

(g) Certification for Medical Leaves

For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

- 1) The date on which the serious health condition commenced;
- 2) The probable duration of the condition;
- 3) The appropriate medical facts within the knowledge of the health care provider regarding the condition;
- 4) When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
- 5) When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
- 6) In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
- 7) In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
- 8) When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

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(h) Notice

1) For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

2) When the employee's leave is due to care of a spouse, child or parent, or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;

Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.

(i) Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.

(j) When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.

(k) The Employer may require employees to exhaust all accrued paid leave prior to an unpaid leave of absence.

(l) Subject to notification and certification requirements described herein leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.

(m) Continuation of Benefits

All FMLA leaves of absence shall be without pay and benefits. The only exception to its policy is that the Employer shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and who have at least 1250 hours of service

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in the past year (twelve [12] months), for up to twelve (12) weeks while the employee is on approved leave of absence under conditions listed in Section 4.2 above. This twelve (12) week period shall include any time in which the employee was absent from work on a paid leave of absence, sick time, vacation time, or approved personal leaves of absence under this Section. The Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. In all other circumstances, the Employer shall not continue to pay health insurance premiums for the employee. Employees may continue insurance coverages at their own expense during an unpaid personal leave of absence after the periods noted above. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.

Section 4.3 Medical Leaves Beyond 12 Weeks

When a leave of absence is granted under Section 4.2 A. Sub-sections (1) (2) (3) or (4) for more than twelve (12) weeks, the Employer does not guarantee that the employee will be reinstated in their former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.

Section 5.1 Misc. Work Rules

All Township employees are expected to adhere to the following rules of conduct. The list of rules is not intended to be an all-inclusive list of rules of conduct expected of employees. Further, the list may be added to, modified or supplemented by the Township Board or the Department Head.

Section 5.2 The purpose of these rules is to set forth some rules of conduct **which will result in disciplinary action, including possible discharge.** Notwithstanding the above, all employees serve at the will of the Employer, and may be terminated with or without cause.

a) Tardiness.

b) Excessive or Unauthorized absenteeism.

c) Dress and Grooming. Township employees are expected to maintain a neat, well groomed, and when applicable professional appearance in accordance with their position and working conditions. The Township reserves the right to prohibit non-professional clothing or hairstyles, visible tattoos, visible body piercings (excluding ear piercings), etc.

d) Public Decorum. All Township employees must maintain a pleasant and helpful attitude in dealing with members of the public and co-workers, whether by telephone or in person.

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- e) **Acceptance of Gifts.** Employees shall not accept any gifts or gratuity from any individual or agency that may be construed as influencing a decision of a Township employee.
- f) **Personal Mail.** Personal mail should not be addressed to the Township address. Employees shall not use Township postage or other property for personal business.
- g) **Visitors.** Friends, relatives and children of employees are not allowed in the working areas without the approval of the Department Head.
- h) **Theft/Neglect.** The theft, attempted theft, or neglect of property of the Township, its visitors or employees is prohibited.
- i) **Unauthorized Use.** Unauthorized use of Township property, equipment or facilities (including telephones, computers, internet, networking and duplicating equipment), charge accounts, is prohibited.
- j) **Falsification.** Falsification or unauthorized altering of employment application, information records (including payroll or program records), or other Township records is prohibited and may be grounds for immediate dismissal.
- k) **Insubordination.** Refusal to obey or willful failure to carry out the instructions of a Department Head, including the assigned duties of the job is prohibited and may be grounds for dismissal.
- l) Violation of departmental rules on confidentiality is prohibited.
- m) Inefficiency, incompetence, neglect of duty, carelessness or negligence in performing job duties is grounds for disciplinary action and/or dismissal.
- n) Carelessness, neglect of duty or negligence that results in an injury to another employee, client or visitor is considered a serious offence and may be grounds for immediate dismissal.
- o) Reporting to work or working in an intoxicated condition; consumption or possession of alcohol or illegal drugs or substance (such as marijuana) on Township premises or property while on or off duty is grounds for dismissal.
- p) Unauthorized possession of firearms, dangerous weapons or personal protection

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devices is grounds for immediate dismissal and will be reported to the police.

q) Verbally abusing or physically attacking customers, clients, visitors or Township personnel, conduct disruptive to the work of other employees, or use of obscene language in public office areas is grounds for immediate dismissal.

r) Illegal activity on Township premises (misdemeanor or felony) during work or non-work hours will be grounds for immediate dismissal and reported to the police.

s) Instigating, aiding, or participating in any illegal strike or work stoppage is prohibited and shall be grounds for dismissal.

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

NEW BUSINESS

B. THE MAPLES VILLAGE MARKETPLACE DEVELOPMENT AGREEMENT

The proposed development agreement was reviewed by the staff and the developer.

It was moved by Caviston, supported by McKinney, that the Superior Charter Township Board authorize the Supervisor to sign the following development agreement for the Maples Village Marketplace:

**SUPERIOR CHARTER TOWNSHIP
DEVELOPMENT AGREEMENT
THE MAPLES VILLAGE MARKETPLACE**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 15th day of May, 2006, by and between Mark Savitskie, owner of The Maples Village

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Marketplace at 5164 Plymouth Road, whose address is 11223 Ridge Road, Plymouth, Michigan 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 develop an overall parcel consisting of lots 2, 3, and 4, of the Southwest Section of the Village of Dixboro, totaling approximately 0.9 acre, which real property is described on Exhibit "A" attached hereto and made a part of this Agreement, which is located on Plymouth Road in the Village of Dixboro, which property currently consists of an existing 1,735 square-foot two-story residential building. The commercial development proposes a 2301 square foot one-story addition to the building to the south, east, and west of the existing building. The Plan envisions a 861 square-foot coffee shop, 2,259 square-foot retail space, 918 square feet for lobby and restrooms, and a one-bedroom apartment on the existing second floor; and
- B. WHEREAS**, the Developer desires to develop the commercial building pursuant to the Superior Township Zoning Ordinance No.134, as amended and pursuant to all applicable Articles and Sections; and
- C. WHEREAS**, the Developer desires to build all necessary on-site infrastructure, such as, but not limited to septic tile fields, underground storm water detention, entrance drives, parking, a pedestrian path, sidewalks, and necessary curbs and gutters, without the necessity of special assessments by the Township; and
- D. 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
- E. WHEREAS**, on January 25, 2006, the Township's Planning Commission passed a motion to approve the final site plan for the Development conditioned upon the septic system capacity and all of the items in the OHM report dated 1-10-06 be resolved before final engineering.
- F. WHEREAS**, on _____, the Planning and Engineering Consultants' determined that all of the conditions of final site plan approval had been satisfied, and the parties having therefore determined that the date of _____, shall constitute the date of the final site plan based upon all Planning Commission Conditions being met; and

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G. WHEREAS, the approved final site plan for the Development is consistent with

^{Email.lnk} the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Development; and

H. WHEREAS, Section 10.04F1 of the Township's Zoning Ordinance 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 Developer's final site plan of the Development, the parties agree as follows:

**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 PC (Planned Community) for the development and for purposes of recordation shall be referred to as 5164 Plymouth Road Commercial Development.
- 1.3 Approval of Final Site Plan.** The final site plan, dated 1-14-06, 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, the Township Zoning Board of Appeals, 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

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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:

- The construction of a building addition at the south end totaling 2,301 square feet with a maximum building height of 18 feet to be added to existing 1,735 square foot building.
- Second story one-bedroom apartment in added building.
- Retail space on first floor of existing and added building.
- Parking increased to a maximum total of 23 space – 19 built and 4 banked.
- Five-foot wide concrete sidewalk along Plymouth Road.
- Interior walkways.
- Acceleration and deceleration lanes.
- Identification sign measuring 8 x 4.6 feet.
- All updated utilities (storm water management) will be sized for the development.

2.2 Storm Water Management: Underground Storm Water Detention. No part of the underground storm water detention area located within the Development shall be allowed to remain in an unkempt condition. All areas located within the detention area shall be maintained in accordance with Township ordinances and Drain Commission and Engineering Plans. The entire facility including inlet and outlets located within the Development shall be kept functioning as originally designed and accepted.

In the event Developer at any time fails to maintain or preserve such detention area in accordance with this Agreement, the Township may serve written notice upon the Developer setting forth the deficiencies in the maintenance and/or preservation of the detention area. Said written notice shall include a demand that

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- definitive action be taken to cure deficiencies of maintenance and/or preservation within 10 days and cured within thirty (30) days of the date of receipt of the notice. If no action is taken on the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any extension thereof, the Township in order to prevent the detention area from becoming a nuisance, may enter upon the detention area and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a fifteen (15) percent surcharge for administrative costs, shall be assessed to the owner of the site at the time such maintenance and/or preservation is performed or its successors or assigns, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.
- 2.3 Maintenance and Guarantee Bond.** Developer shall submit cash, a bond or irrevocable letter of credit to the Township Treasurer in the full amount estimated for the underground detention storm sewer infrastructure, i.e. **\$77,300.00**, 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 according to Section 2.3 of the Development Agreement for The Maples Marketplace Commercial Development". 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 issues final acceptance.
- 2.4 Engineering Approval of Plans.** In accordance with Superior Township Ordinance and Superior Township's Engineering Design Specifications, no construction work or grading, except as set forth below, shall be performed until engineering plans are reviewed and approved. Township agrees that all plan reviews required by its engineer shall be "turned-around" expeditiously.
- 2.5 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.
- 2.6 Deceleration/Acceleration Tapers.** Developer shall install, in conjunction with its construction of the Development deceleration/acceleration tapers on Plymouth Road in relation to the entranceways to the Development in accordance with road and drainage plans reviewed and approved by the Washtenaw County Road Commission. Developer shall provide the Township copies of its agreement with the Washtenaw County Road Commission to construct such improvements.
- 2.7 Performance Guarantee.** The Developer shall provide a performance guarantee

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to cover site improvements as specified within Section 10.10 of the Zoning Ordinance. The Developer shall provide security in the amount of **\$165,800.00** 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, including, but not be limited to, parking lots, walkways, grading, required landscaping, required screens, sidewalks, lighting, and storm drainage systems. 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 2.7 of the Development Agreement for The Maples Marketplace Commercial Development". The **\$165,800.00** 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. 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.

2.8 Fees and Escrow Amounts. The Developer shall also pay to the Township **\$13,200.00 prior to scheduling the pre-construction meeting** as an escrow to cover the costs of inspection of the storm water utilities and paving to be constructed as a part of the Development. Any remaining balance in the escrow shall be returned to the Developer upon completion and final acceptance by the Township.

2.9 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, storm water conveyance, soil erosion/ sedimentation, detention/retention facilities, have been constructed in substantial accordance with the approved engineering plans. All inspections for storm water 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 prior to final completion.

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.

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- 2.10 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, except for the pre-existing overhead services.
- 2.11 Removal of Construction Debris.** Developer shall remove all discarded building materials and rubbish at least once each week during construction and within one week of completion or abandonment of construction; provided that the responsibility under this Section 2.11 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.
- 2.12 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 and at its own expense. The final certificate of use and occupancy shall be withheld until the site grading/setback certification is received and approved by the Township. The Township shall have the right, at its own discretion, to waive some or all of the site grading and building setback certification requirements.
- 2.13 On-site Sewer and Water.** All sewer and water systems must meet the requirements of the Environmental Health Department of Washtenaw County and the State of Michigan. Per Washtenaw County Health Department Sewage Permit #SEW 2006-00013, flow from the commercial area of the building is limited to 700 gallons per day. The Developer shall gain Washtenaw County Health Department approval relating to sewage flow from future tenants prior to their occupancy.
- 2.14 Sidewalks.** Sidewalks will be installed according to the Final Site Plan.
- 2.15 Construction Work Schedule.** Construction work within the Development (including excavation, demolition, alteration and erection) and construction noises shall be prohibited per ordinance and at all times other than

Monday through Friday from 7:00 A.M. to 6:00 P.M.

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Saturday from 8:00 A.M. to 5:00 P.M.

The Township may issue a work permit for hours other than those identified immediately above upon written request of the owner or owner's representative. The request must demonstrate unusual or unique circumstances relating to the proposed construction hours.

**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 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 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 Preconstruction Meeting with Builders.** The parties acknowledge that Developer and/or any other third parties can build the facilities in accordance with the approved site plan. The parties agree that the 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, 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.
- 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.

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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 Developer. All costs associated with the recording of this Agreement shall be borne by the Developer. This Agreement will run with the land. The "Developer" for all purposes hereunder shall be The Maples Villages Marketplace, a Michigan limited liability company.

3.10 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 and date set forth above.

DEVELOPER:

WITNESSES:

The Maples Village Marketplace
a Michigan limited liability company.

By: _____
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2005, by _____, of The Maples Village Marketplace.

Notary Public
_____ County, Michigan
My Commission Expires:
Acting in _____ County

WITNESSES:

TOWNSHIP:

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CHARTER TOWNSHIP OF SUPERIOR,
a Michigan municipal corporation

By: _____
William A. McFarlane
Its: Supervisor

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW___)

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by William A. McFarlane, Supervisor of the Charter Township of Superior, 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, Michigan 48198
(734) 482-6099

Exhibit A – Legal Description

Part of the Northwest ¼ of Section 18, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan, being more particularly described as follows: Lots 2, 3, and r, in the Southwest section of “Village of Dixboro”.

Tax code Number: SU 37-14-Lots 2, 3, and 4.

Exhibit C
**CHARTER TOWNSHIP OF SUPERIOR
3040 N. PROSPECT ROAD
YPSILANTI, MI 48198**

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TELEPHONE (734) 482-6099
482-3842

FAX (734)

SITE GRADING/SETBACK CERTIFICATION

DATE

SITE ADDRESS

OWNER'S ADDRESS

TELEPHONE NUMBER

BUILDING PERMIT NUMBER

I certify that I have checked the distances from the side, rear, and front lot lines of the building(s) as well as building elevation, site and easement grades and find that the construction conforms with the Township approved engineering plans, except as specifically noted below.

Printed name of Professional Land Surveyor

Michigan Registration Number

Date_____

Signature and Seal of
Professional Land Surveyor

Roll call vote:

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

Nays: None

Absent: Lewis

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The motion carried.

**C. ORDINANCE 134- 41 – WOODSIDE VILLAGE AREA PLAN
AMENDMENT – FIRST READING**

Woodside Village purchased the five acres that was between the two parcels that extend to Ridge Road and wants to build three homes on part of the parcel (Ordinance 134-42 that follows) and add the rest to the original Planned Community area plan as open space. The Planning Commission recommended that this amendment be approved upon condition that both ordinances are approved.

It was moved by Williams, supported by Green, that the Superior Charter Township Board concur with the recommendation of the Planning Commission and adopt the following ordinance for first reading:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
ORDINANCE # 134-41
Woodside Village Area Plan Amendment**

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 amended by rezoning the following described property in Superior Township, Washtenaw County, Michigan, from the present zoning of A-2 (Secondary Agriculture) to PC (Planned Community):

Commencing at the center of Section 36, T2S, R7E, Superior Township, Washtenaw County, Michigan, said center of Section 36 being N 02°20'35" W 2637.84 feet from the S ¼ corner of said Section 36; thence S 02°20'35" E 700.00 feet along the N-S ¼ line of said Section 36 and the centerline of Ridge Road (66 feet wide); thence S 88°12'06" W 300.00 feet parallel with the E-W ¼ line of said Section 36, to the POINT OF BEGINNING; thence S 02°20'35" E 199.93 feet; thence S 88°12'54" W 1034.80 feet; thence N 02°14'45" W 199.69 feet; thence N 88°12'06" E 1034.46 feet parallel with the E-W ¼ line of said Section 36 to the POINT OF BEGINNING. Being a part of the SW ¼ of said Section 36 and containing 4.75 acres of land, more or less. Being subject to easements and restrictions of record, if any.

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SECTION II

The Area Plan of Woodside Village dated 8-4-04, shall be amended to include the above described parcel as open space and shall constitute the Approved Amended Area Plan of Woodside Village.

SECTION III

This Ordinance shall be published by posting in the Office of the Clerk, 3040 N. Prospect, Ypsilanti, 48198, and on the Township website – www.superior-twp.org – pursuant to Section 8 of the Charter Township Act, being MCL 42.8, 3(b) within thirty (30) days following the final adoption thereof. This Ordinance shall become effective on the eighth day following said publication or such later date as is provided by law. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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 May 15, 2006, and for final reading on June 5, 2006. 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, Phillips

Nays: None

Absent: Lewis

The motion carried.

**D. ORDINANCE 134-42 – WOODSIDE – A2 TO R4 – 1.38 ACRES –
FIRST READING**

This is the part of the parcel that will be split into three home sites.

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It was moved by Williams, supported by Green, that the Superior Charter Township Board concur with the recommendation of the Planning Commission and adopt the following ordinance for first reading:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
ORDINANCE # 134-42**

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 amended by rezoning the following described property in Superior Township, Washtenaw County, Michigan, from the present zoning of A-2 (Secondary Agriculture) to R-4 (Single Family Urban Residential):

Commencing at the center of Section 36, T2S, R7E, Superior Township, Washtenaw County, Michigan, said center of Section 36 being N 02°20'35" W 2637.84 feet from the S ¼ corner of said Section 36; thence S 02°20'35" E 700.00 feet along the N-S ¼ line of said Section 36 and the centerline of Ridge Road (66 feet wide) to the POINT OF BEGINNING; thence continuing S 02°20'35" E 200.00 feet along said N-S ¼ line and said centerline of Ridge Rd.; thence S 88°12'54" W 300.00 feet; thence N 02°20'35" W 199.93 feet; thence N 88°12'06" E 300.00 feet parallel with the E-W ¼ line of said Section 36 to the POINT OF BEGINNING. Being a part of the SW ¼ of said Section 36 and containing 1.38 acres of land, more or less. Being subject to the rights of the public over the Easterly 33.00 feet thereof as occupied by Ridge Road. Being subject to easements and restrictions of record, if any.

SECTION II

This Ordinance shall be published by posting in the Office of the Clerk, 3040 N. Prospect, Ypsilanti, 48198, and on the Township website – www.superior-twp.org – pursuant to Section 8 of the Charter Township Act, being MCL 42.8, 3(b) within thirty (30) days following the final adoption thereof. This Ordinance shall become effective on the eighth day following said publication or such later date as is provided by law. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

CERTIFICATION

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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 May 15, 2006, and for final reading on June 5, 2006. 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, Phillips

Nays: None

Absent: Lewis

The motion carried.

E. ORDINANCE 167 – FALSE ALARM ORDINANCE – FIRST READING

Some home security systems are failing and calling the sheriff deputies needlessly. One home had deputies respond to 26 false alarms, which takes them away from other duties. Last year the deputies responded to 883 false alarms. Residents will be able to have one such call, but there should be a limit to encourage them to get their security systems fixed.

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
ORDINANCE NO. 167**

FALSE ALARM ORDINANCE

An Ordinance to protect the public health, safety and general welfare by the adoption of regulations concerning the cost of responding to false alarms and to discourage the continuation of repeat false alarms.

THE TOWNSHIP OF SUPERIOR ORDAINS:

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SECTION 1 Title

This Ordinance shall be known and may be cited as the Superior Township False Alarm Ordinance.

SECTION 2 Purpose and Preamble

The Township is empowered to act by Act 246 of the Public Acts of 1945, as amended (now MCL 41.181), and by Act 33 of the Public Acts of 1951, as amended (now known as MCL 41.806a), to adopt Ordinances regulating the public health, safety, and general welfare of persons and property, including but not limited to regulations concerning the cost of responding to false alarms and to discourage the continuation of repeat false alarms, and to provide fees for responses to false alarms.

The purpose of this Ordinance is to defray the cost of responding to false alarms and to discourage the continuation of repeat false alarms.

SECTION 3 Definitions

As used in this Ordinance, the terms below shall be defined as follows:

Alarmed premises means any building, property, or premise(s) equipped with an alarm system.

Alarm system means an assembly of equipment and devices arranged to signal the presence of a hazard requiring urgent attention by the police department (or other agency with whom the Township contracts for police services, including the Washtenaw County Sheriff's Department).

False alarm means a bell, mechanical, electrical, or telephone apparatus, or combination thereof, which is activated for the purpose of summoning the police department (or other agency with whom the Township contracts for police services, including the Washtenaw County Sheriff's Department) to respond to a holdup, break-in, burglary, unauthorized entry, destruction of property, fire alarm, smoke alarm, or flow alarm, or other similar such event requiring police department response, when in fact the service called for is not needed.

SECTION 4 Regulations

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The owner and lessee of any alarmed premise(s) shall be jointly and severally responsible to pay the Township fees for each occasion on which the Township Police Department (or other agency with whom the Township contracts for police services, including the Washtenaw County Sheriff's Department) responds to a false alarm from an alarmed premises. The Township Board shall establish from time to time a schedule of fees for such false alarm responses.

The police department (or other agency with whom the Township contracts for police services, including the Washtenaw County Sheriff's Department) shall report, monthly, a list of false alarms, identifying the alarmed premises and the responsible owners and lessees. The Township Treasurer shall bill each responsible owner and lessee for the amounts due in accordance with the established schedule of fees. All amounts billed by the Township Treasurer under this Ordinance shall be due within 30 days after each billing. The Township Treasurer is authorized to place any overdue amounts on the current tax roll.

SECTION 5 Appeals

- (a) *Appeal.* Any owner or lessee of an alarmed premise(s) may appeal the assessment of a false alarm fee to the Township Board. Such appeal shall be in writing, shall be filed with the Township Clerk within ten (10) days after written notification of the assessment by the Township Treasurer, and shall state adequate, verifiable facts showing that the false alarm occurred under circumstances that could not be reasonably anticipated or controlled by the owner or lessee of the alarmed premise(s). The Township Board shall render a decision on the appeal within forty-five (45) days following the receipt the written appeal, and shall notify the appellant and the Township Treasurer of the decision in writing.
- (b) *Exceptions.* The following circumstances shall not constitute a false alarm, and no fee under this section shall be assessed:
 - (1) Alarm conditions activated by a person working on the alarm system with prior notification to the Township Police Department (or other agency with whom the Township contracts for police services, including the Washtenaw County Sheriff's Department).
 - (2) Alarms activated by damage to public utility lines, when the affected public utility corroborates that the damage to such lines caused the alarm.

SECTION 6 Saving Clause

The provisions of this Ordinance are hereby declared to be severable, and if any clause, sentence, word, section, or provision is declared void or unenforceable for

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WHEREAS, the Township recognizes that substantial Township police resources are consumed each year by police responses to false alarms; and

WHEREAS, the Township seeks to make the users of such alarm systems more responsible for its proper use and installation and to recover the Township's costs in needlessly responding to such false alarms; and

WHEREAS, the Township has adopted Ordinance No. 167, being the Superior Township False Alarm Ordinance;

NOW, THEREFORE, BE IT RESOVLED, that the fees provided for in Section 4 of said Superior Township False Alarm Ordinance be established as follows:

1.	First false alarm requiring response by a police department (or other agency with whom the Township contracts for police services, including the Washtenaw County Sheriff's Department) in a calendar year.	No charge
2.	Second false alarm requiring response by a police department (or other agency with whom the Township contracts for police services, including the Washtenaw County Sheriff's Department) in a calendar year. If not paid within thirty (30) days	\$25 \$35
3.	Third false alarm requiring response by a police department (or other agency with whom the Township contracts for police services, including the Washtenaw County Sheriff's Department) in a calendar year. If not paid within thirty (30) days	\$100 \$120
4.	Any and all subsequent false alarms requiring response by a police department (or other agency with whom the Township contracts for police services, including the Washtenaw County Sheriff's Department) in a calendar year. If not paid within thirty (30) days	\$200 \$240
5.	For each additional thirty (30) day period or part thereof, an additional charge of:	\$5

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**G. RESOLUTION ON REQUEST FOR FLASHING STOP LIGHT
AT PLYMOUTH AND GOTFREDSON ROADS**

There was another fatality at the intersection of Gotfredson and Plymouth-Ann Arbor Roads on May 4 caused by a southbound driver going through the stop sign without stopping and hitting an eastbound car broadside killing a young woman. Last year a driver drove through the same stop sign and killed a cyclist.

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

**SUPERIOR CHARTER TOWNSHIP BOARD
SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
MAY 15, 2006**

**A RESOLUTION REQUESTING AN OVERHEAD FLASHING LIGHT AT
GOTFREDSON AND PLYMOUTH-ANN ARBOR ROADS**

WHEREAS the intersection of Gotfredson Road and Plymouth-Ann Arbor Roads has had nineteen motor vehicle accidents since January 1, 2000; and

WHEREAS two of these accidents were fatal, one on April 10, 2006 and one on May 4, 2006; and

WHEREAS both fatal accidents were the result of a car going south on Gotfredson not stopping at the Stop Sign at Plymouth-Ann Arbor Road; and

WHEREAS there is a slight rise on Gotfredson to the north of the intersection which may cause drivers not to see the Stop Sign in time to stop;

NOW, THEREFORE, BE IT RESOLVED that the Superior Charter Township Board requests that the Washtenaw County Road Commission place an overhead flashing red stop light for Gotfredson Road and an overhead yellow flashing light for Plymouth-Ann Arbor Road at the intersection of Gotfredson and Plymouth-Ann Arbor Roads; and

FURTHER, that this Resolution be sent to the Washtenaw County Road Commission and the Washtenaw County Board of Commissioners with the request that this flashing light be installed as soon as possible to prevent more accidents at that intersection.

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

H. RESOLUTION TO OPEN AN ACCOUNT WITH THE BANK OF ANN ARBOR

The Treasurer requested authorization to purchase a CD from the Bank of Ann Arbor Ypsilanti Branch. The current offering is at a rate of 5.15%.

It was moved by Williams, supported by Caviston, that the Superior Charter Township Board authorize the Treasurer to purchase a CD for the General Fund with the Bank of Ann Arbor Ypsilanti Branch.

The motion carried unanimously.

I. GRANT AGREEMENT FOR AUTOMARK BALLOT MARKING DEVICES

This Grant Agreement is to implement the federal Help America Vote Act of 2002 (HAVA, Public Law 107-252, Title III Section 301) and Michigan election law by establishing a Grant Agreement to use HAVA funds to acquire and implement a statewide accessible voting system for use by individuals with disabilities. This grant applies only to the acquisition and implementation of ballot marking devices and related components and software required to program the devices.

The Michigan Department of Management and Budget, on behalf of the Michigan Department of State, has entered into a Master Contract with E S & S establishing statewide prices for ballot marking devices, programming software and other optional equipment and services.

E S & S will be required to enter into a contractual "purchase agreement" with each county and local jurisdiction. Typically, this document is the purchase agreement provided by the Contractor. The terms and conditions of this agreement shall not conflict in any way with the Master Contract. The terms of the Master Contract will supercede any conflicting terms in the purchase agreement.

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E S & S will enter into a software license agreement with each county which provides details regarding the acceptable use of programming software by county staff and any jurisdiction in the county. The license agreement shall not conflict in any way with terms contained in the Master Contract. The terms of the Master Contract supercede any conflicting terms in the license agreement.

Superior Charter Township will receive three ballot marking devices, one for each polling location. If we split precincts in the future and add additional polling locations, the Township will be required to purchase additional ballot marking devices.

It was moved by Caviston, supported by McKinney, that the Superior Charter Township Board authorize the Supervisor to sign the Help America Vote Act (HAVA) Grant Agreement for AutoMARK Ballot Marking Devices and AutoMark Information Management Software and further that the Clerk be designated as Grant Manager for the Township.

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

**J. REQUEST FOR CLOSED SESSION FROM EMPLOYEE
EYANA MORGAN**

Treasurer Assistant Eyana Morgan requested that the Board meet in closed session to discuss a personnel problem.

It was moved by Caviston, supported by Green, that the Township Board go into closed session at the request of Treasurer Assistant Eyana Morgan.

Roll call vote:

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

Nays: None

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Absent: Lewis

The motion carried.

It was moved by Caviston, supported by Phillips, that the Township Board return to open session.

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

11. PAYMENT OF BILLS

There were no bills presented that were not previously approved.

12. PLEAS AND PETITIONS

There were none.

13. ADJOURNMENT

It was moved by Caviston, supported by Phillips, that the meeting adjourn.
The motion carried and the meeting adjourned at 10:00 p.m.

Respectfully submitted,

Kay Williams, Clerk