

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 1**

**1. CALL TO ORDER**

The regular meeting of the Superior Charter Township Board was called to order by the Supervisor at 7:30 p.m. on May 19, 2008, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

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

**4. ADOPTION OF AGENDA**

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

The motion carried.

**5. APPROVAL OF MINUTES**

**A. REGULAR MEETING OF MAY 5, 2008**

It was moved by Caviston, supported by Green, to approve the minutes of the regular Board meeting of May 5, 2008, as presented.

The motion carried.

**6. CITIZEN PARTICIPATION**

**A. ANNUAL MEETING WITH AUDITOR – AUDIT OF ALL FUNDS FOR 2007**

Ken Palka of Pfeffer, Hanniford, Palka (PHP), Certified Public Accountants, presented the 2007 Report on Audit of Financial Statements for Superior Charter Township for the year ended December 31, 2007. He said that the Board and the Accountants have been doing an excellent job. The auditors gave an unqualified opinion, which is the highest level given. The Board and staff are to be commended for good planning and budgeting. McFarlane echoed the comment and commended Accountants Susan Mumm and Keith Lockie for an excellent job, and the entire staff including Rick Church and Diana Ravis for the team effort in making the Township a fiscally responsible municipality.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 2**

There was no need for a comment letter, however. in place of a standard comment letter the Auditors informed the Board about a new policy standard (SAS#112) which PHP is required to follow. Journal entries were required during the audit to ensure the financial statement presentation was in conformity with generally accepted accounting principles. These journal entries were related to the full-accrual presentation of the government-wide statements and were to be done by another accounting firm. The Township Officials decided not to follow this new policy and have PHP do the journal entries because the costs would outweigh the benefits to the Township.

It was moved by McKinney, supported by Green, that the 2007 Audit of All Funds be received.

The motion carried unanimously.

**B. OTHER CITIZEN CONCERNS – NON-AGENDA ITEMS**

Sandi Lopez thanked McFarlane for his efforts in getting the trucks off of Vreeland Road during the closure of Geddes while the Superior/Geddes Roundabout is being built. As there is a sign saying Vreeland is for local traffic only, McFarlane was able to send the deputies to write tickets.

Brenda Baker received a notice saying that she could have her house numbers painted on the curb in front of her house for \$8.00 and wondered if the Township was doing this. It is a private company who has not contacted the Township about the service it was providing.

**7. REPORTS**

**A. SUPERVISOR**

The Supervisor reported on five items:

1. The agreement with the Road Commission for the 2008 Road Projects has been signed and sent to the Road Commission.
2. The Supervisor has received a copy of a letter from the attorneys for Rock to the Administrative Law Judge saying that they were working with the Township to resolve the issues. The Township has not heard from them.
3. Attorney Lucas informed McFarlane that the Settlement Conference for the Hummana Lawsuit was set for June 18, 2009.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 3**

4. Brenda Baker sent a letter to McFarlane asking what was being done to promote the good things in the Township as the committee established this spring has not yet met. McFarlane said he would discuss the issue with her and see what could be done.
5. The Meyer's Farm at the corner of Prospect and Vreeland has been sold and is being made into a wetland under the guidance of the MDEQ with OHM providing oversight. As of now, no applications have been made for metes and bounds splits. The owners asked if the Fire Department will burn the house and barns. McFarlane felt that there was a possibility of saving some of the historic materials in the barns and did not want them burned.

It was moved by Caviston, supported by McKinney, that the Superior Charter Township Board deny the request from the owner of the Meyer's Farm to have the Fire Department burn the house and barns on the property.

The motion carried.

**B. DEPARTMENT REPORTS: BUILDING DEPARTMENT, SHERIFF DEPARTMENT, ORDINANCE OFFICER, YPSILANTI LIBRARY**

It was moved by Caviston, supported by McKinney, that the Building Department Report for April, the Sheriff Department Report dated May 12, 2008, the Ordinance Officer report for April/May, and the Ypsilanti District Library Report for April be received.

The number of calls in the apartment complexes has diminished as the deputies are spending extra time in the area. McFarlane is still working on getting the correct overtime billing and a second sergeant.

The motion carried.

**C. FIRST QUARTER FINANCIAL STATEMENTS – ALL FUNDS**

It was moved by Caviston, supported by McKinney, that the First Quarter Financial Statements for all funds be received.

The motion carried.

**8. COMMUNICATIONS**

**A. AATA FIRST QUARTER A-RIDE SERVICE REPORT**

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 4**

During the month of January 24 individuals used the door-to-door service for persons with disabilities and senior citizens 226 times. During February, 18 individuals used the service 286 times, and during March 25 individuals used the service 214 times. Of these 726 trips, 55 were from the Village at St. Joe which does not pay taxes.

It was moved by Caviston, supported by Green, that the first quarter report from AATA detailing A-Ride service be received and further that the Administrative Staff arrange a meeting with the Village at St. Joe to discuss an equitable arrangement to finance the service from the Village.

The motion carried.

**B. CITY OF DETROIT – 2008/09 WATER AND SEWAGE RATES AND CHARGES**

It was moved by Caviston, supported by Green, that the letter from the City of Detroit concerning the water and sewage rates effective September 3 be received.

Although Detroit has informed the Township of their rates, we do not know what the rates from YCUA will be at this time.

The motion carried.

**9. UNFINISHED BUSINESS**

**A. ORDINANCE 172- REGULATION OF FIRE HYDRANTS ON PRIVATE PROPERTY – FINAL READING**

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

**SUPERIOR CHARTER TOWNSHIP BOARD**  
**REGULAR MEETING**  
**MAY 19, 2008**  
**ADOPTED MINUTES**  
**PAGE 5**

those fire hydrants on private property which are connected to water lines that are connected to the Superior Charter Township Utility Department water lines.

**Section 172.02 – Inspections** - The Township of Superior through its Utility Department, shall inspect each fire hydrant annually, 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.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 6**

**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, McKinney, Caviston, Green, Phillips

Nays: None

Absent: Lewis

The motion carried.

**10. NEW BUSINESS**

**A. HURON OPHTHALMOLOGY DEVELOPMENT AGREEMENT**

Huron Eye, LLC, is constructing a medical office building on Clark Road on 3.85 leased acres on the St. Joseph Hospital site. The Planning Commission approved the site plan on February 27, 2008. The development agreement has been reviewed and approved by the Township consultants and staff.

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board authorize the Supervisor to sign the Development Agreement between Superior Charter Township and Huron Eye, LLC.

**Superior Charter Township**

**DEVELOPMENT AGREEMENT  
Huron Eye, LLC**

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 7**

**Huron Ophthalmology MOB  
On the St. Joseph Mercy Hospital Campus**

This Development Agreement ("**Agreement**") is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between Huron Eye, LLC ("**Owner/ Applicant/Developer**"), whose address is Reichert Health Building, 5333 McAuley Drive, Suite R6109, Ypsilanti, Michigan 48197, and the Charter Township of Superior, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "**Township**").

RECITALS:

- A. WHEREAS, the Owner/Applicant/Developer desires to construct a one-story medical office building of approximately 21,290 square feet in size with site improvements including site lighting, landscaping, utility work including extension of 12-inch water main along Elliott Drive, a storm water detention basin, and other improvements as approved in the Final Site Plan (the "**Development**").
- B. WHEREAS, the Owner/Applicant/Developer desires to develop the new building pursuant to the Superior Township Zoning Ordinance No. 134; and
- C. WHEREAS, the entire leased property (3.85 acres) is located within the SW quarter of Section 31, T2S, R7E, Superior Township, Michigan, legally described as set forth in the attached *Exhibit A* (the "**Property**"); and
- D. WHEREAS, all parking and drives for the subject project are to be bituminous with concrete curb and gutter with surrounding sidewalks to be concrete and some sidewalk to have a bituminous surface; and
- E. WHEREAS, the purpose of the facility is to provide state-of-the-art health system operation improvements for patients within the Saint Joseph Mercy Health Systems complex; and
- F. WHEREAS, the Owner/Applicant/Developer desires to build all necessary infrastructure, such as, but not limited to, storm outlet structure & piping, storm spillways, storm detention pond, water main, sanitary sewer lead, driveways, culverts, sidewalks, curb and gutter, parking improvements, lighting and landscaping, without the necessity of special assessments by the Township; and
- G. WHEREAS, the Owner/Applicant/Developer desires to install the lot grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the additional drainage of stormwater from the development in such a manner as to avoid damage to any adjacent property or

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 8**

any adjacent lot from an increase in the flow or decrease in water quality of stormwater from the subject development; and

- H. WHEREAS, all contracts, maintenance agreements, approvals, and conditions agreed to by the Owner/Applicant/Developer and the Township remain in effect including, but not limited to, conditions of all approvals by the Township regarding zoning and site plan approval for previous developments on the subject site, engineering approvals, and permits that may have been issued by appropriate governmental review agencies for the subject site; and
- I. WHEREAS, on **February 27, 2008**, the Township's Planning Commission passed a motion to approve a final site plan for the Huron Ophthalmology MOB, with the condition that all of the engineering comments outlined in the OHM report dated February 21, 2008 are addressed as necessary; and
- K. WHEREAS, the approved final site plan for the Development is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Property; and
- L. WHEREAS, Section 10.04 F1 requires the execution of a Development Agreement in connection with the approval of the final site plan for the Development which Agreement shall be binding upon the Township, Owner/Applicant/Developer of the site, their successors-in-interest, and assigns.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the Owner/Applicant/Developer's final site plan for the Development the parties agree as follows:

**ARTICLE I  
GENERAL TERMS**

- 1.1 **Recitals Part of Agreement.** The Owner/Applicant/Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate, and binding on the respective parties and are an integral part of this Agreement.
- 1.2 **Zoning District.** The Township acknowledges and represents that the Property is zoned Medical Services District (MS), and for purposes of recordation shall be referred to as the **Huron Ophthalmology MOB.**



**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 9**

- 1.3 **Approval of Site Plan.** The final site plan, dated **February 8, 2008**, has been approved pursuant to the authority granted to and vested in the Township pursuant to Act No. 110, Public Acts of 2006, as amended.
- 1.4 **Conditions of Site Plan Approval.** The Owner/Applicant/Developer and the Township acknowledge that the approved Final Site Plan incorporates the approved conditions and requirements that were adopted by the Township Planning Commission, consultants and departments of the Township. Those conditions were that all of the engineering comments outlined in the OHM report dated February 21, 2008 were to be addressed as necessary.
- 1.5 **Agreement Running, with the Land.** The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Property described herein, shall be deemed a restrictive covenant which shall run with the land and be binding upon, and inure to the benefit of the parties, their successors-in-interest and assigns; and may not be modified or rescinded except as may be agreed to in writing by the Township, the Owner, the Developer and/or their respective successors. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of the Property.

**ARTICLE II  
PROVISIONS REGARDING DEVELOPMENT**

- 2.1 **Permitted Principal Uses.** The only permitted principal use within the Huron Ophthalmology MOB Development shall be for patient care and treatment services, with accessory administrative offices, and waiting rooms as depicted on the approved Final Site Plan.
- 2.2 **Payment of Fees and Invoices.** The Owner/Applicant/Developer shall pay all such applicable fees and invoices as may be due and payable prior to the issuance of building permits before any such permits are issued.
- 2.3 **Tree Preservation.** Trees shown to be preserved on the approved Final Site Plan shall be protected from encroachment by tree fencing installed at the drip line of the tree at all times during all phases of development and, if damaged or removed, each tree shall be immediately replaced, weather permitting, by a like variety no less than four (4") inches in diameter except that when the damaged or removed trees are individual deciduous trees of six (6") inch D.B.H. or larger or are individual evergreen trees six (6') foot in height or greater, replacement shall be in accordance with Section 3.25 (Woodland and Tree Preservation) of the Superior Township Zoning Ordinance.
- 2.4 **Responsibility to Preserve, Retain, and Maintain Site.** Owner/Applicant/Developer shall remove all discarded building materials and rubbish at least once each month during construction period of the Development and within one month of completion or

**SUPERIOR CHARTER TOWNSHIP BOARD**  
**REGULAR MEETING**  
**MAY 19, 2008**  
**ADOPTED MINUTES**  
**PAGE 10**

- abandonment of construction. No burning of discarded construction material shall be allowed on site in conjunction with the construction of the Development, including burning of trees, brush, stumps, or vegetative materials, while clearing the site, or of construction materials during construction.
- 2.5 **General Site and Detention Area Rules.** The Owner/Applicant/Developer shall be responsible for removing any man-made debris that is deposited on the site during the period of construction and shall maintain the area to ensure that it is free of trash, rubbish or unsightly weeds and shall maintain the area and landscaping in an attractive state. Owner/Applicant/Developer shall preserve and retain the open space areas within the site in their natural state, with minimal intrusion, subject to the right of Owner/Applicant/Developer to install, maintain and repair the site improvements which are identified in the final site plan or the plans and specifications for the Development which have been approved by the Township.
- 2.6 **Township Right of Enforcement Regarding Site, Open Space and Drainage Areas.** In the event the Owner/Applicant/Developer fails at any time to preserve, retain, maintain or keep up the Open Space or Drainage Areas during the construction in accordance with this Agreement, the Township may serve written notice upon the Owner/Applicant/Developer setting forth the manner in which Owner/Applicant/Developer has failed to maintain or preserve the Open Space and Drainage Areas in accordance with this Agreement. Such notice shall include a demand that deficiencies in maintenance or preservation be cured within thirty (30) days of the notice. If the deficiencies set forth in the original notice, or any written modification thereof, are not cured within such thirty (30) day period or any extension thereof, the Township, in order to prevent the Open Space and Drainage Areas from becoming a nuisance, may, but is not obligated to, enter upon the Open Space and Drainage Areas and perform the required maintenance or otherwise cure the deficiencies. The Township's cost to perform any such maintenance or cure, together with a surcharge equal to fifteen percent (15%) for administrative costs, shall be assessed to the owner of the site at the time such maintenance or cure is performed (or said owner's successors or assigns), placed on the next Township tax roll as a special assessment, and collected in the same manner as general property taxes.
- 2.7 **Storm Water Management.** No part of any detention pond area located within the Development shall be allowed to remain in an unkempt condition. All grass and growth located within the Development shall be maintained and cut in accordance with Township ordinances. The inlets and outlets located within the Development shall be kept functioning as originally designed and accepted. Without abrogating or limiting the Owner/Applicant/Developer 's continuing responsibility to remove all construction debris during the period of construction, Owner/Applicant/Developer accepts all responsibility to preserve, retain, maintain and keep operational such detention basin areas, inlet and outlet areas, etc., whether arising under this Agreement or any other park/open space

**SUPERIOR CHARTER TOWNSHIP BOARD**  
**REGULAR MEETING**  
**MAY 19, 2008**  
**ADOPTED MINUTES**  
**PAGE 11**

maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from and after the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied that they are proper and complete.

In the event Owner/Applicant/Developer at any time fails to maintain or preserve such detention basin areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township may serve written notice upon the Owner/Applicant/Developer, as applicable, setting forth the deficiencies in the maintenance and/or preservation of the detention basin area, inlet and outlet areas, etc. Said written notice shall include a demand that deficiencies in maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If 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, and in order to prevent the detention basin areas, inlet and outlet areas, etc. from becoming a nuisance, the Township shall have the right, but not the obligation, to enter upon the detention basin areas, inlet and outlet areas, etc. and perform the required maintenance and/or preservation to cure the deficiencies. The Township's reasonable 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/Applicant/Developer of the site at the time, or its successors or assigns. Such maintenance and/or preservation costs as incurred by the Township shall be placed on the next Township tax roll as a special assessment and collected in the same manner as general property taxes.

The Owner/Applicant/Developer shall comply with all requirements of the Washtenaw County Drain Commissioner in conjunction with neighboring parcels, to promote the on-going maintenance and upkeep of the storm water drainage system(s) within the Development.

The Owner/Applicant/Developer shall provide the Township with written, recordable easements to all drains and retention/detention basin areas, inlet and outlet areas for monitoring purposes.

- 2.8 **Landscape Plan for Development.** The Owner/Applicant/Developer has provided a complete landscape with latest plan revision date 3-27-08 for the Development depicting the type, size, and location of landscaping materials. Such plan considers landscaping along Clark Road, private roads, and within the Development. The Landscaping shall be installed in accordance with the approved plan prior to the issuance of Certificate of Occupancy.
- 2.9 **Construction Access.** Owner/Applicant/Developer shall take all reasonable measures requested by the Township to reduce any dust or unreasonable amounts of material on the road created by trucks traveling to and from the construction site, when requested in

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 12**

writing by the Township, the expense of which shall be born exclusively by the Owner/Applicant/Developer.

**2.10 Engineering and Certification.**

A. Owner/Applicant/Developer shall furnish three mylar as-built drawing plans, signed and sealed by an engineer licensed in the State of Michigan, indicating that the site grading, water transmission system, sanitary sewer lead, storm water conveyance, soil erosion/sedimentation, detention facilities, have been constructed in substantial accordance with the approved engineering plans. All inspections for water main and sanitary sewer installations are to be performed by the Township engineers, with applicable fees paid by Owner/Applicant/Developer. The Township will review and approve improvements in accordance with the Township "Engineering Standards Manual"

B. Owner/Applicant/Developer shall furnish As-Built Digital Drawing plans on CD that are in conformance with the Charter Township of Superior "Standards for Submitting Digital As-Built Drawings".

C. Owner/Applicant/Developer shall furnish a "project engineer's approval", indicating that all soil erosion and sedimentation measures have been complied with.

D. Owner/Applicant/Developer shall furnish a "project engineer approval" indicating that the site grading has been performed in compliance with the approved engineering plans per the Township's grading and certification form as in Exhibit C.

**2.11 Inspection Escrow for Improvements as Shown on the Final Site Plan.**

Owner/Applicant/Developer has provided a layout to the Township showing all site improvements which the Owner/Applicant/Developer proposes to install therein, as reflected in the approved Final Site Plan. Site improvements shall include, but not be limited to, driveways, parking lots, walkways, grading, landscaping, required screens, and storm drainage systems as cited in Section 10.10 A (2) of the Superior Township Zoning Ordinance. The Owner/Applicant/Developer will deposit a total of **\$14,700.00** in escrow with the Township to secure the cost of inspection of the site improvements prior to scheduling a pre-construction meeting. The Owner/Applicant/Developer will deposit such funds with the Treasurer's Office in the form of cash or a check payable to the Charter Township of Superior. The escrow funds shall state "Escrow for inspection of site improvements as shown on the approved Final Site Plan for Huron Ophthalmology MOB as stated in Section 2.11 of the Development Agreement". The **\$14,700.00** escrow amount stated above is based on specifications and estimates prepared by the

**SUPERIOR CHARTER TOWNSHIP BOARD**  
**REGULAR MEETING**  
**MAY 19, 2008**  
**ADOPTED MINUTES**  
**PAGE 13**

- Owner/Applicant/Developer in an “itemized estimate” to the Township, and approved by the Township and/or its agents. All Site Improvements shall be installed as reflected on the approved Final Site Plan. The Township shall refund its unused portion of the escrow within forty-five (45) days after review and confirmation that the Site Improvements have been installed as reflected on the Final Site Plan.
- 2.12 **Underground Utilities.** Owner/Applicant/Developer shall install all electric, telephone and other communication systems underground in accordance with the requirements of the applicable utility company. The Owner/Applicant/Developer agrees to install all utility infrastructures (water/sewer) as may be proscribed by Ordinance and agrees to extend the water main across the site as required in the Township Engineering Standards, Section IV, and shown on the approved Final Site Plan.
- 2.13 **Utility Fees.** The Owner/Applicant/Developer shall pay Utility Trunk and Transportation fees and Availability fees imposed by the Township Utility Department, as specified on the attached Utilities Connection Permit, in the total sum of **\$213,166.25** prior to the issuance of the building permit..
- 2.14 **Provision of Area Plan.** The Owner/Applicant/Developer shall provide to the Township four (4) copies of the complete area plan of the 340.80 acre Saint Joseph Mercy Health System Complex accurately depicting the Huron Ophthalmology MOB, all other buildings, parking areas, roadways, signage, and facilities on the site, as well as open space areas.
- 2.15 **Construction Access.** Owner/Applicant/Developer shall take all reasonable measures requested by the Township to reduce any dust or unreasonable amounts of material on the road created by trucks traveling to and from the construction site, when requested in writing by the Township, the expense of which shall be born exclusively by the Owner/Applicant/Developer.
- 2.16 **Engineering Approval of Plans.** In accordance with Superior Township ordinances and Superior Township’s Engineering Design Specifications, no construction work shall be performed on the Development without engineering plan review and approval. Any significant field changes are required to be submitted to the Township Engineer. The Township agrees that all plan reviews required by its engineer shall be completed in a timely manner.
- 2.17 **Performance Guarantee for Site Improvements.** The Owner/Applicant/Developer shall provide security in the amount of **\$252,755.00** to the Township to assure the installation of all site improvements which the Owner/Applicant/Developer proposes to install as reflected in the approved Final Site Plan of the Development, including, but not limited to, driveways, parking lots, walkways, grading, soil erosion control measures, required landscaping, required screens, site lighting, stormwater management systems,

**SUPERIOR CHARTER TOWNSHIP BOARD**  
**REGULAR MEETING**  
**MAY 19, 2008**  
**ADOPTED MINUTES**  
**PAGE 14**

and utilities (water and sewer). The Owner/Applicant/Developer shall deliver such security (or deposit such funds) to assure the construction of the site improvements as stated above. The Owner/Applicant/Developer shall deposit such funds before the pre-construction meeting with the Township Treasurer's office in the form of cash, bond, or irrevocable letter of credit (whichever Owner/Applicant/Developer may elect), payable to the Charter Township of Superior. The bond or irrevocable letter of credit shall state "Security for Site Improvements as stated in the Development Agreement for Huron Ophthalmology MOB." The **\$252,755.00** performance guarantee amount stated above is based on specifications and estimates prepared by the Owner/Applicant/Developer's Engineer and approved by the Township's engineer, based on the approved Final Site Plan of the Development. All Site Improvements as stated above shall be installed, as depicted on the Final Site Plan and in the approved final engineering plans by not later than the time of application for the certificate of occupancy. The Township shall refund the bond or irrevocable letter of credit within forty-five (45) days after Owner/Applicant/Developer provides written notice of completion of the improvements and Township approves such completion, such approval not to be unreasonably withheld, conditioned or delayed. The Owner/Applicant/Developer may also receive partial refund(s) and/or reductions in the amount of this bond as improvements are completed by providing written notice of completion as set forth in this paragraph.

- 2.18 **Restoration Bond.** The Owner/Applicant/Developer shall issue an irrevocable letter of credit in the amount of **\$53,800.00** to guarantee the performance of Mass Grading at the Property. The Owner/Applicant/Developer shall be responsible for maintaining all areas of the Property during the construction in a manner consistent with the final site plan adopted by the Township on **February 27, 2008**. The Owner/Applicant/Developer shall file an irrevocable letter of credit in the amount of **\$53,800.00** to allow the Township to restore the Property to its condition prior to the commencement of the Development if the Owner/Applicant/Developer fails to develop or maintain the Property in accordance with the final site plan as approved by the Township on **February 27, 2008**. The Township shall notify the Owner/Applicant/Developer in writing of any problems or issues regarding the Property and shall allow the Owner/Applicant/Developer up to two weeks to address said issue to the Township's satisfaction. Emergency conditions where public health, safety, and welfare are of concern shall require a faster response. Critical emergencies may require immediate action. (Examples of such issues may include, but are not limited to soil erosion and drainage). The Owner/Applicant/Developer shall deposit the **\$53,800.00** with the Township Treasurer's Office in the form of a bond or an irrevocable letter of credit, prior to the pre-construction meeting, stating clearly that the bond or irrevocable letter of credit is for the "Restoration Bond according to Section 2.18 of the Development Agreement" payable to the Charter Township of Superior. The Township shall release the bond or irrevocable letter of credit within ten (10) business days after review and approval of the Development, signified by the issuance of the certificate of occupancy, said approval not to be unreasonably conditioned or withheld.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 15**

- 2.19 **Maintenance and Guarantee Bond for Public Utilities.** Owner/Applicant/Developer shall submit cash, a bond, or irrevocable letter of credit to the Township Treasurer in the full amount estimated for underground utility infrastructure, i.e. **\$68,500**, prior to the Final acceptance. The bond or irrevocable letter of credit shall be consistent with the Township's standard form and state "Maintenance and Guarantee Bond for Public Utilities as stated in the Development Agreement for Huron Ophthalmology MOB." The term length in which the bond or letter of credit is in force shall not exceed two (2) years from the date on which the Township Utility Department issues final acceptance of Public Utilities after completion of all utilities within the Development. The amount of these bonds will be based on the sealed Design Engineer's estimate for the work approved by the Township Engineer. (See Exhibit B, Schedule of Bonds.)

**ARTICLE III  
MISCELLANEOUS PROVISIONS**

- 3.1 **Modifications.** This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement.
- 3.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 3.3 **Township Approval.** This Agreement has been approved by the Owner/Applicant/Developer and Township, through action of the Township Board at a duly scheduled meeting.
- 3.4 **Owner/Applicant/Developer Approval.** The signers on behalf of Owner/Applicant/Developer below represent by their signatures that they represent and have authority to bind such parties. Owner/Applicant/Developer has signed to show only that they consent to the terms of the Agreement made applicable to the property.
- 3.5 **Pre-Construction Meeting with Builder.** Prior to the commencement of said construction, the Developer shall schedule a meeting with its construction manager and the Township's applicable departments, officials, and consultants to review the applicable policies, procedures and requirements of the Township with respect to construction of the subject development.

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

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

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 16**

- 4.2 **Inspections** In consideration of the above undertakings to approve the Development, the Township shall provide timely and reasonable Township inspections as may be required during construction.
- 4.3 **Continued Review.** The Owner/Applicant/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 necessary by the Township.
- 4.4 **Fees.** The Owner/Applicant/Developer shall pay for any reviews reasonably necessary to determine conformance of the Development to this Agreement. This fee would include review time by the Township Engineer, Planner or Attorney.
- 4.5 **Recordation of Agreement.** The Township will record this Agreement with the Washtenaw County Register of Deeds. All costs associated with the recording of this Agreement shall be born by the Owner/Applicant/Developer.

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

**Charter Township of Superior**

**Huron Eye, LLC**, a Michigan  
limited liability company

By: \_\_\_\_\_  
William A. McFarlane  
Superior Township Supervisor

By: \_\_\_\_\_  
Gregory J. Katz, Trustee of the  
Gregory J. Katz Revocable  
Living Trust dated November 6,  
1996, Member

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF WASHTENAW    )

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by **William A. McFarlane**, Superior Township Supervisor on behalf of the Township of Superior.

\_\_\_\_\_  
Kay Williams, Notary Public  
Washtenaw County, MI  
Acting in Washtenaw County, Michigan  
My Commission expires: \_\_\_\_\_





**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 18**

Commencing at the S 1/4 Corner of fractional Section 31, T2S, R7E, Superior Township, Washtenaw County Michigan, thence S 88°07'45" W 66.01 feet along the South line of said fractional Section 31 and the centerline of Clark Road, thence N 0°50'30" W 60.01 feet to the POINT OF BEGINNING,

thence S 88°07'45" W 535.26 feet along the North Right-of-Way line of Clark Road,  
thence N 01°52'15" W 84.05 feet;  
thence Northerly 122.75 feet along the arc of a circular curve to the right, radius 1180.50 feet, central angle 05°57'27", long chord N 01°06'28" E 122.69 feet;  
thence N 04°05'12" E 68.26 feet;  
thence N 06°36'19" E 14.80 feet;  
thence Northeasterly 20.07 feet along the arc of a circular curve to the right, radius 32.00 feet, central angle 35°55'44", long chord N 24°34'11" E 19.74 feet;  
thence S 85°54'48" E 42.28 feet;  
thence Easterly 484.69 feet along the arc of a circular curve to the left, radius 1009.00 feet, central angle 27°44'34", long chord N 80°12'55" E 479.97 feet;  
thence S 00°50'30" E 368.53 feet to the POINT OF BEGINNING. Being a part of the S.W. 1/4 of fractional Section 31, T2S, R7E, Superior Township, Washtenaw County, Michigan, and containing 3.85 acres of land, more or less. Being subject to easements and restrictions of record, if any.

Exhibit "B"

Huron Ophthalmology

Bonds and Escrow

<u>BOND NAME</u>	<u>DEVELOPMENT AGREEMENT SECTION</u>	<u>AMOUNT</u>	<u>DUE DATE</u>	<u>EXPIRATION</u>
Inspection Escrow	2.11	\$ 14,700	Prior to scheduling Pre-construction meeting	Final project completion
Performance Guarantee Bond	2.17	\$ 252,755	Prior to scheduling Pre-construction Meeting	After all site improvements are complete
Security for Restoration	2.18	\$ 53,800	Prior to scheduling Pre-construction meeting	After restoration items are complete

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

Maintenance and  
Guarantee  
(100% public utilities)

2.19

\$ 68,500

Prior to final  
acceptance

Two (2) years  
from final  
completion

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

TELEPHONE (734) 482-6099

FAX (734) 482-3842

**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

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 20**

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

**B. POLICIES ON MERS HEALTH CARE SAVINGS PLAN**

Susan Mumm, Human Resources Coordinator, was present to explain the reasons for the changes in the policies.

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

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
MAY 19, 2008**

**POLICY REGARDING MANDATORY LEAVE CONVERSION  
FOR THE MERS HEALTH CARE SAVINGS PLAN**

WHEREAS, the employees of Superior Township are members of the MERS Health Care Savings Plan; and

WHEREAS about half of Superior Township employees have opted to have Mandatory Leave Conversion as part of their MERS Health Care Savings Plan Participation Agreements, and

WHEREAS, we have been recently been informed by MERS that in order to meet IRS guidelines for tax exemption on this contributed money, the employees' participation agreements have to be written such that, if no election is made by a departing employee, 100% of their benefit time will be automatically contributed to the MERS Health Care Savings Plan, and

WHEREAS instances could happen such that an employees could terminate their employment with Superior Township unexpectedly ( i.e. death, severe injury, etc) without filling out an election form designating what percent of their benefit time they wished to be paid in cash, and

WHEREAS, this could inadvertently cause an employee's benefit time payoff to automatically be put into their MERS Health Care Savings Account when the employee would prefer to be paid in cash, and

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 21**

NOW, THEREFORE, BE IT RESOLVED that all employees who elect to have Mandatory Leave Conversion as part of the MERS Health Care Savings Plan Participation Agreements shall fill out a "default" election form stating what percentage they want be paid in cash for their sick, vacation and personal time, which shall be also signed by the Township Clerk,

BE IT FURTHER RESOLVED that a copy of this signed election form shall be given to the employee and one kept in the employee's personnel file,

BE IT FURTHER RESOLVED that employees may fill out as many subsequent election forms as they choose to change their designation of how much they want to receive in cash up until 4:30 p.m. of their last day worked for Superior Township.

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
MAY 19, 2008**

**A POLICY TO ESTABLISH "OPEN ENROLLMENT" DATES  
FOR THE MERS HEALTH CARE SAVINGS PLAN**

WHEREAS, the employees of Superior Township are members of the MERS Health Care Savings Plan; and

WHEREAS, the Township wishes to simplify the administration of this program,

NOW, THEREFORE, BE IT RESOLVED, that beginning June 15<sup>th</sup>, 2008, employees shall only be permitted to change the percentage of their deduction, or the types of pay this deduction shall apply to, during an "open enrollment period" which shall be November 1<sup>st</sup> - November 15<sup>th</sup> each year.

BE IT FURTHER RESOLVED, that to ease transition to this new policy, employees shall be permitted to make one last change to their percentage of their deduction, and/or the types of pay this deduction shall apply to, between May 20, 2008 and June 15, 2008.

Roll call vote:

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

Nays: None

Absent: Lewis

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

The motion carried.

**C. PRESENTATION - S-2 GRANT SANITARY SEWER I/I INVESTIGATION FOR UTILITY DEPARTMENT**

On June 19, 2006, the Board authorized the Utility Department to apply for an S-2 Grant, which was rewarded. The Grant provided the Utility Department with an opportunity to conduct needed evaluation of the system and to prepare a long-term maintenance program with only a 10% match for funds from the Township.

Dave Schroeder, OHM, gave a presentation on the results of the investigations into the sanitary sewer infiltration problems. The study found several areas where the manholes need work, but the biggest problem is along Stamford where the interceptor pipe is failing.

It was moved by Caviston, supported by McKinney, that the Superior Charter Township Board receive the report on the S-2 Grant results.

**D. UTILITY DEPARTMENT CAPITAL IMPROVEMENT PLAN**

Rick Church presented an update on the Utility Department Capital Improvement Plan which was approved by the Board in 2004.

The possible Water System projects projected for 2009 are rehabilitating the Geddes Road Booster Station for \$30,000 and potentially building water storage facility beginning in 2009 with completion scheduled for 2012 with an estimated cost of approximately \$3,725,000.

Potentially reserve funds will be used to repay to the S-2 grant which provided valuable information regarding the sewer lines at \$300,000; the Stamford Road Sewer reconstruction (the need confirmed by the S2 grant) over 2009-2010 for approximately \$1,320,000, plus ongoing yearly sewer rehabilitation and inflow and infiltration repair for approximately \$100,000 per year.

Equipment and Facility Projects include the purchase of a vactor truck in 2008-2009 for \$300,000, replacement of service trucks at a rate of one every other year, and the remodeling of the administrative building in 2009-2010 for approximately \$315,000. A generator for the administrative building for \$48,000 in 2008 and a compressor for \$35,000 in 2009 completes the equipment and facility projects list.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 23**

All of the above projects are possible under the projected income for the department with funds set aside to pay the outstanding bond payments.

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board adopt the Superior Charter Township Utility Department Capital Improvement Plan 2008-2013.

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

**E. RESOLUTION – S-2 GRANT**

After listening to the presentation on the S-2 Grant Results and the 2008 Capital Improvement Plan for the Utility Department, it was moved by Williams, supported by McKinney, that the Superior Charter Township Board adopt the following Resolution:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
MAY 19, 2008**

**A RESOLUTION TO REPAY THE S2 GRANT AGREEMENT**

WHEREAS, on June 19, 2006, the Superior Charter Township Board adopted a Resolution authorizing the Supervisor to sign the S2 Grant Agreement to undertake the planning and/or design activities related to a future project for which a State Revolving Fund (SRF) loan would be sought; and

WHEREAS, on June 19, 2006, the Superior Charter Township accepted a proposal from the Township Engineers, OHM, to assist the Township with developing a plan to identify and potentially eliminate inflow and infiltration (I/I) sources in the Township's existing sanitary sewer system for a maximum cost of \$347,500; and

WHEREAS, such investigation has been completed and the results have proven to have added valuable and necessary information regarding the I/I sources to the sanitary sewer system; and

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 24**

WHEREAS, even without the S2 Grant, the investigation has provided valuable information regarding the condition and needs of the Township's sewer system and would have been required to be completed; and

WHEREAS, the terms of the S2 Grant stipulate that if the Township Board should determine that if the Board wishes not to proceed with constructing a project or opts to finance construction by means other than a loan from the SRF Program that the Grant shall become a repayable obligation; and

WHEREAS, the I/I investigation showed a needed replacement of a sanitary sewer main along Stamford Road at an estimated cost of \$1,320,000.00; and

WHEREAS, the Utility Capital Reserve Fund has funds to cover this expense and still retain adequate reserves; and

WHEREAS, the Superior Charter Township Board entered into the S2 Grant agreement with the understanding that the interest rate for a SRF loan would be much less than the prevailing interest rate, which is no longer the case; and

WHEREAS, the Superior Charter Township Board does not want to needlessly burden future Boards with bond payments in these hard economic times;

NOW, THEREFORE, BE IT RESOLVED that the Superior Charter Township Board hereby determines that the Township will not apply for the State Revolving Fund Loan and will return the S2 Grant to the State of Michigan.

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

**F. UTILITY DEPARTMENT PURCHASE OF A VACTOR TRUCK**

The Utility Department is currently responsible for maintaining over 25 miles of sanitary sewer lines. To maintain them well, the department needs expanded ability to remove sediment and debris from the system, including cleaning the sanitary sewer lift stations. The Department requested permission to purchase a



**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 25**

vactor combination sewer vacuum and high pressure jet rodder from Jack Doheny Supplies who is the only sales and service vactor supply company in Michigan. The Department has been purchasing equipment from Doheny for over 27 years and have had excellent experience with them for both sales and service. This purchase was proposed in the 2004 Capital Improvement Plan and is also in the 2008 Capital Improvement Plan just approved by the Board.

It was moved by Williams, supported by Caviston, that the Superior Charter Township Board authorize the Supervisor to sign the contract with Jack Doheny Supplies, Inc. of Northville, Michigan, to purchase a vactor, Model 2110-824-RCS-18, combination sewer vacuum and high pressure jet rodder, with a positive displacement blower and a ten cubic yard debris hopper not to exceed \$285,748.00 for the Utility Department.

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

**G. SYCAMORE MEADOWS SECURITY SERVICES AGREEMENT**

On May 7, 2008, the Township Officials met with the owner and staff of Sycamore Meadows and representatives of the Sheriff Department to discuss the security issues in the apartment complex. The meeting went well and all participants agreed that it would be beneficial to continue to assign a special deputy to the area. Sycamore Meadows will contribute their share of the costs for the deputy. A new agreement between the Township and Sycamore Meadows was negotiated and has been signed by Mark Barineau, President – Eastern Division of Radney Management and Investments, Inc. which owns the apartment complex.

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board authorize the Supervisor to sign the Sycamore Meadows Security Services Agreement.

SECURITY SERVICES AGREEMENT  
BETWEEN  
SYCAMORE MEADOWS APARTMENTS  
AND

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 26**

SUPERIOR CHARTER TOWNSHIP  
May 19, 2008

WHEREAS Superior Charter Township, Washtenaw County, Michigan, "Township"), has contracted with Sycamore Meadows Apartments ("Sycamore"), a federally assisted multifamily housing property located in the Township to arrange with the Washtenaw County Sheriff's Department ("WCSD") to provide certain specialized law enforcement services to Sycamore Meadows Apartments ("the Property") as described in this written agreement,, and

WHEREAS the Security Services Agreement provides for the assignment of one WCSD deputy sheriff to patrol the Property generally as the main assignment full-time, and

WHEREAS the term of this Security Agreement covers the 22 month period starting March 1, 2008, and ending December 31, 2009, which may be extended by mutual agreement for an indefinite period until otherwise extended, terminated or changed by either party with 90 days written notice; and

WHEREAS the Township and Sycamore now desire to renew and extend the Security Agreement by a formal written instrument and further desire to modify and expand the scope of dedicated law enforcement services to be provided to Sycamore by WCSD through the Security Agreement with the Township;

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is mutually agreed as follows:

1. Scheduled Deputy. The Township will continue to supply the services of the Scheduled Deputy to Sycamore under the terms and conditions set forth hereto, provided, however, that the time period covered by the Security Agreement shall run from March 1, 2008 to December 31, 2009, unless otherwise terminated or extended by mutual agreement among WCSD, the Township and the Sycamore.
2. Selecting Deputy. Sycamore, its owners and management shall be entitled to have input regarding the deputy assigned to patrol the property and shall have the right to request a replacement in the event of any adverse performance, disciplinary problem or similar situation.
3. Special Operations. In addition to the Scheduled Deputy, the Township will arrange and contract through WCSD to obtain and provide the following additional specialized dedicated law enforcement services ("Special Operations") for Sycamore. This additional contracted patrol will be based on Sycamore's site management written approval:
  - a. Supplemental contracted shift patrols by other WCSD deputies on a periodic basis to augment the full-time Scheduled Deputy during normal shifts at average frequency determined by on-site management and the Superior Township assigned Sergeant.

**SUPERIOR CHARTER TOWNSHIP BOARD**  
**REGULAR MEETING**  
**MAY 19, 2008**  
**ADOPTED MINUTES**  
**PAGE 27**

b. Special enforcement operations at Sycamore by teams of additional WCSD Deputies and other law enforcement personnel at an average frequency to be determined by mutual agreement of the on site management and the Township assigned Sergeant to investigate suspicious activity, eject or arrest trespassers, conduct searches of suspected drug involved resident apartment, ticket automobile law offenders and other crime prevention activities on and around Sycamore. Agreements regarding multiple officer operations will not be date and time specific, so as to ensure security and effectiveness.

c. Community relations activities initiated by WCSD personnel and or Township Neighborhood Watch Officials on an informal basis, which may be during normal business hours with residents of Sycamore using facilities provided by the Township or Sycamore, as appropriate.

4. Reporting and Coordination. The following procedures will be used to ensure effective communications and coordination among WCSD staff, Sycamore and the Township and to assist in evaluating the cost and benefits of the Scheduled Deputy and Special Operations programs:

a. The Scheduled Deputy will generally make daily visits to Sycamore's office unless other mutually agreed arrangements are made such as telephone calls. Sycamore and Township assigned Sergeant will coordinate a mutually agreed upon visitation schedule. The schedule may require daily visits if agreement cannot be reached.

b. The Township will cause WCSD to prepare and submit to the management of Sycamore monthly narrative written activity reports with copies to the Township describing the activities of the Scheduled Deputy and accounting for the nature and scope of any Special Operations that occurred the preceding month and reporting on any noteworthy security incidents encountered on the property during the preceding month. Specific incident details will be provided in narrative format during office visits as well as results of additional contracted special operations.

c. Quarterly meetings shall be scheduled on the second Wednesday of each quarter (January, April, August and October) at 10:00 a.m. held at Sycamore's community room attended by representatives of the management and/or owners of Sycamore, the Township, and Sheriff supervisory personnel to discuss and review the status and progress of the Scheduled Deputy and Special Operations programs and to coordinate and exchange ideas on improving the programs' effectiveness.

5. Scheduling. Sycamore shall be entitled to have input in the planning of the scheduled Deputy's patrols and the timing of Special Operations to meet the needs of Sycamore. Such schedules shall be established in consultation with WCSD and the Township at the quarterly meetings noted heretofore. It is Sycamore's preference to utilize a significant portion of the Scheduled Deputy's hours during evenings and on

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 28**

weekends. All parties understand and agree that the Special Operations will generally be concentrated more heavily during the summer months at times likely to produce the best results.

6. Costs. The Township will charge Sycamore a total of \$81,600.00 per year broken down in monthly payments of \$6,800.00 for the Scheduled Deputy (price fixed through term of this contract). Special Operations will be charged separately and will be based on Washtenaw County's cost for overtime charged to the Township.

Payments by Sycamore will be due to the Township within 30 days of invoice by the township on a monthly or quarterly basis at the convenience of the Township with each invoice covering the services provided subsequent to the previous invoice date or not covered in the previous invoice.

7. Insurance/Employment. As an on-duty certified, sworn officer of WCSD, the Deputy is covered and protected by worker's compensation and general liability insurance policies carried by the WCSD. All patrols will be by on-duty deputies working either a regularly scheduled shift or overtime.

The parties agree that the Deputy and deputies employed in Special Operations are not employees of Sycamore and Sycamore has no authority to direct or supervise the Deputy except as set forth in this Agreement. Sycamore will not directly hire or contract with WCSD employees to perform any law enforcement or security services without the express written consent of the Township and WCSD.

8. Stipulated Caveat. It is expressly intended and understood that the services of the Scheduled Deputy and the Special Operations are designed to supplement and increase the level of law enforcement service that otherwise would be available for Sycamore. Apart from and outside the scope of this agreement, Sycamore and their residents already have the right of full access to 24 hour, seven days per week, WCSD police protection provided by Township contract with the County on the same basis as all other taxpayers and residents and others within the Township.

It is expressly agreed and understood by the parties that all official responses by the WCSD to requests for police assistance by any resident or employee of Sycamore through normal channels, such as, but not limited to, requests for "911" service, initiated in the ordinary course of business, will not be construed as "Special Operations" as heretofore defined and will not be "charged" as such to Sycamore. This exclusion covers all criminal investigations, any responses to emergency calls and any responses to requests to restore civil order. Sycamore and its residents are entitled to access these services as taxpaying citizens of the Township and Washtenaw County. Response priority decisions to "911" service calls will be made by WCSD in accordance with usual law enforcement guidelines.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 29**

It also is understood that the Township and WCSD's ability to provide dedicated special law enforcement to Sycamore is limited by the terms of the Township's contract with WCSD and limited by the funding and availability of police manpower assigned to the Township at large. Therefore, the purpose of this Security Agreement is to enable the Township to contract for and to provide the additional law enforcement services contemplated herein that otherwise would be financially unfeasible for WCSD or the Township.

9. Term of Agreement. This agreement and the services provided for herein will run for an initial period starting March 1, 2008 and ending December, 2009 despite that the Scheduled Deputy program is already in progress. Unless otherwise agreed in writing to the contrary, this agreement will renew automatically for reoccurring one month periods. Notification of termination by Sycamore, Township and or WCSD shall require ninety days prior written notice.

10. This Security Services Agreement represents the entire agreement among the parties and supersedes any and all prior agreements and understandings, provided, however, that unless otherwise noted to the contrary in the First Amendment, all terms and conditions of the attached Security Services Agreement covering, but not limited to, such matters as insurance, individual liabilities and other covenants will continue to apply. These agreements may only be amended by written instruments executed by the parties hereto.

IN WITNESS WHEREOF, the Township and Sycamore have executed this agreement to be effective and dated

Superior Charter Township

By: \_\_\_\_\_  
William McFarlane  
Township Supervisor

\_\_\_\_\_  
Date

By \_\_\_\_\_  
Mark H. Barineau  
Sycamore Meadows Apartments

\_\_\_\_\_  
Date

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 30**

**H. YPSILANTI AREA CHAMBER OF COMMERCE ANNUAL DUES**

The Township has belonged to the Ypsilanti Area Chamber of Commerce for many years as it is a part of our community. The membership dues are the same as last year and are based on the number of employees.

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board authorize the payment of the annual dues in the amount of \$310.00 to the Ypsilanti Area Chamber of Commerce.

The motion carried.

**I. YPSILANTI MEALS ON WHEELS ANNUAL CONTRIBUTION**

The Ypsilanti Meals on Wheels provided 2,978 meals to 23 Superior Township residents in 2007, a 40% increase from 2006. The contribution made by the Township made it possible to provide a meal and a visit to the medically fragile, frail elderly and disabled members of the community. The Meals on Wheels Board requested that the Township again contribute funds in the same amount as 2007, i.e. \$2,150.00. The Clerk will publish the required notice in the Ypsilanti Courier and on the Township Website.

It was moved by Caviston, supported by McKinney, that the Superior Charter Township Board approve the contribution of \$2,150.00 to the Ypsilanti Meals on Wheels.

The motion carried.

**J. STREETLIGHT AT ANDOVER AND GEDDES**

In 2007 the Board held hearings on placing an identification sign at Geddes Ridge Subdivision to help residents and guests. The consensus was that it was not a sign that was needed, but ways to find avoid accidents at Andover because it was so dark. An investigation showed that the accidents that occurred at Geddes and Andover happened in the daytime. However, some residents have continued to ask for a light at the corner as a quality of life and as a safety issue because of the darkness at the intersection.

The cost of the streetlight is \$293.96 per year plus construction cost of \$857.00 for a total lamp charge for the first three years of \$881.87. The streetlight would be a 400-watt "Cobra Head" style.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
MAY 19, 2008  
ADOPTED MINUTES  
PAGE 31**

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board authorize the Supervisor to sign the contract with DTE to install a 400-watt "Cobra Head" style streetlight at the corner of Andover and Geddes for \$881.87 the first three years of operation.

Roll call vote:

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

Nays: None

Absent: Lewis

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 – 1,625.00 for a total of \$1,625.00.

The motion carried.

**12. PLEAS AND PETITIONS**

There were none.

**13. ADJOURNMENT**

It was moved by Williams, supported by Caviston, that the meeting adjourn. The motion carried and the meeting adjourned at 9:30 p.m.

Respectfully submitted,

Kay Williams, Clerk