

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
SEPTEMBER 15, 2008
ADOPTED MINUTES
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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 September 15, 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, Rodrick Green, Lisa Lewis, and David Phillips. Nancy Caviston was absent.

4. ADOPTION OF AGENDA

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

The motion carried.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF SEPTEMBER 2, 2008

It was moved by Caviston, supported by Green, to approve the minutes of the regular Board meeting of September 2, 2008, as amended.

The motion carried.

6. CITIZEN PARTICIPATION

A. PUBLIC HEARING ON 2008 MILLAGE RATE FOR GENERAL FUND

It was moved by Williams, supported by McKinney, that the Public Hearing on the 2008 Millage Rate for the General Fund be opened.

The motion carried.

McFarlane explained that the Public Hearing was being held to discuss the possible override in the General Fund under the terms of the Headlee rollback. The reason the Board is considering the override is that with the number of foreclosures could result in tax charge-backs and that there will be no increase in

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State Shared Revenue. The General Fund millage with the override for 2008, to be spent in 2009, is 0.8566 rather than 0.8373 without the override. If the Board determines that there should be an override, the amount that the General Fund would receive over the Headlee rollback is \$11,878.00. The voted millage for police and fire does not require public hearings.

Val Constance had questions concerning the Headlee override and the amount of taxes that would be raised.

Brenda Baker said that Township taxes are low compared to other municipalities, the administration gives good value for our tax dollars, and that she supported the override.

Sandi Lopez agreed with Brenda and supported the override.

It was moved by McKinney, supported by Lewis, that the Public Hearing be closed.

The motion carried.

B. OTHER NON-AGENDA ITEMS

Sandi Lopez asked about the possible violations of the Wetlands Ordinance on the Harmon property at the corner of Cherry Hill and Berry. She was concerned because she had asked Don Pennington, the wetlands administrator to look into the matter, and had not heard from him. McFarlane said that Pennington had checked the property and found no violation, but that he would have Pennington and the Drain Commission check further.

7. REPORTS

A. SUPERVISOR

The Supervisor reported on three items:

1. McFarlane and the Accountant, Susan Mumm, have been working on the budgets for 2009. The additional money from the Headlee override may be needed because of tax charge-backs.
2. The vacancy on the Board of Review was published in the Ann Arbor News, but has generated no response.
3. The Washtenaw County Board of Canvassers conducted a recount of the Clerk's race, but the only change was an increase of four votes for Phillips.

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4. Don Chisholm called and offered to donate his property at Prospect and Clark to the Township. As the property was used as a household dump during the Second World War by people in Willow Run Village, the administrative staff will look closely at the offer and report the findings to the Board.

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

It was moved by McKinney, supported by Lewis, that the Fire Department Report for August, the Building Department for August, the Sheriff Department Report dated September 11, 2008, and the Ordinance Officer report for August/September be received.

The motion carried.

The Sheriff deputies are leaving a notice at the site of false alarms informing the resident of the False Alarm Ordinance and the penalties thereof.

8. COMMUNICATIONS

There were none.

9. UNFINISHED BUSINESS

A. UNITED MEMORIAL GARDENS CONSENT JUDGMENT

The new owners of United Memorial Gardens requested minor changes in the Consent Judgment that was approved by the Board on September 2. The changes involve the time lines for completions. The Township Attorney and Building Official approved the proposed changes.

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board authorize the Supervisor to sign the following revised Consent Judgment for United Memorial Gardens:

**STATE OF MICHIGAN
IN THE WASHTENAW COUNTY CIRCUIT COURT**

**CHARTER TOWNSHIP OF SUPERIOR,
a Michigan municipal corporation,**

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Plaintiff,

Case No. 08-911-CZ
Hon. Timothy P. Conners

v

MIDWEST MEMORIAL GROUP, LLC, d/b/a
UNITED MEMORIAL GARDENS,

Defendant.

Reading, Etter & Lillich
By: VICTOR L. LILLICH (P44286)
Attorneys for Plaintiff
101 North Main Street, Suite 575
Ann Arbor, Michigan 48104
(734) 769-9050

Zausmer, Kaufman, August,
Caldwell & Taylor
By: Mark J. Zausmer (P31721)
Attorneys for Defendant
3030 W. Grand Blvd., Ste 10-200
Detroit, Michigan 48202
(313) 456-0040

CONSENT JUDGMENT

At a session of said Court
held in the City of Ann Arbor
on the ____ day of _____, 2008

Present: Hon. Timothy P. Conners
Circuit Court Judge

This matter is before the Court on Complaint for zoning and blight violations under the ordinances of Plaintiff, the parties have stipulated to the facts herein adjudged and have agreed and consented to be bound by the provisions herein ordered, and this Court is otherwise fully advised in the premises.

THE PARTIES AGREE AND IT IS HEREBY ADJUDGED that Defendant is the owner and in control of property located at 4800 Curtis Road, in the Charter Township of Superior, Michigan, more particularly described as follows:

Commencing at the West 1/4 corner; Thence North 89° 3' 30" East 60.02 feet on the East-West 1/4 line to the Point of Beginning; Thence North 89° 3' 30" East 1117.79 feet; Thence Southwesterly on an Arc of Curve Radius 5461.58 feet; Chord South 56° 17' 18" West 426.73 feet; Thence South 58° 31' 38" West 816.79 feet; Thence North 2° 18' 35" West 546.09 feet; Thence South 89° 3' 30" West 40.01 feet; Thence North 2° 18' 35" West 100 feet to the Point of Beginning; Being part of the Southwest 1/4 of Section 3, T2S, R7E. Being approximately 8.27 acres.

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Parcel No.: J-10-03-300-001

THE PARTIES FURTHER AGREE AND IT IS HEREBY ADJUDGED that the referenced property is in a blighted condition and constitutes a nuisance as a result of partially constructed improvements for which building and zoning permits have expired.

THE PARTIES FURTHER AGREE AND IT IS HEREBY ADJUDGED that valid defenses have been raised by Defendant which assert fraudulent activity and misappropriation of funds by previous owners of the property as the cause of current conditions and alleged violations of the Township Ordinances.

THE PARTIES FURTHER AGREE AND IT IS HEREBY ADJUDGED that because of all of the above recitations, the parties have been involved in meaningful discussion as to reasonable conditions under which the property could be developed under the expired site plans and permits; the parties now desire to resolve these disputes and differences in lieu of an adjudication of the merits of their respective legal positions in the action, and any defenses thereto, and to avoid the further costs and expenses associated with this litigation and the uncertainty of trial, they seek to provide for curing the alleged violations and for obtaining Township review and approval of site plans (including engineering plans) for development and construction on the terms and conditions set forth herein as a compromise resolving all claims and defenses of the parties hereto. Accordingly, the parties hereby stipulate to the facts herein adjudged and consent to be bound by the provisions of this Consent Judgment.

NOW THEREFORE IT IS HEREBY ORDERED:

1. Defendant may submit and seek approval of site and engineering plans to complete partially erected pre-cast concrete crypt buildings and an enclosed chapel mausoleum similar to final site plans that were formerly approved but not completed by the former owners. The plans shall be submitted to the Township's Building and Zoning Administrator. The Building and Zoning Administrator may in his/her sole and exclusive discretion seek the assistance and review of the Township Engineers and Planning Consultants to assure compliance with the Ordinances and Regulations of the Township. Once the Building and Zoning Administrator is satisfied that the plans and proposed development is consistent with the Township's Ordinances and any relevant State Regulations that may apply, construction permits to complete the project may be issued. Application to and review by the Township Planning Commission shall not be required.

2. The plans submitted by Defendant shall be for completion of the project in two (2) phases. Phase 1 of the project as proposed in drawing prepared by Edward T. Marvill, Architect, Inc., entitled "Mausoleum Completion - Phase 1" dated June 27, 2008, shall be completed within one (1) year after construction permits for Phase 1 are approved (the "Phase 1 Completion Deadline"). At the time of entry hereof, Defendant is uncertain regarding the necessity and scope of Phase 2, and/or whether Phase 2 should be abandoned, demolished and removed from the site. Defendant shall determine by the Phase 1 Completion Deadline whether or not to proceed with Phase 2, the scope of Phase 2, and whether all or any part of Phase 2 will be abandoned, demolished and removed from the site. Site plans for Phase 2 improvements and applications for construction and/or demolition permits for Phase 2 shall also be completed and submitted by the Phase 1

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Completion Deadline. If Defendant elects to abandon, demolish and remove Phase 2, demolition and removal of Phase 2 shall be completed within three (3) months after demolition permits for Phase 2 are approved. If Defendant elects to complete Phase 2, construction on Phase 2 shall be completed within one (1) year after construction permits for Phase 2 are approved. All construction and site improvements shall be completed in accordance with the site and construction plans as approved by the Building and Zoning Administrator. Minor variations may be agreed to by the Township as approved by the Building and Zoning Administrator.

3. Within thirty (30) days from entry of this Judgment, Defendant shall provide the Township with an irrevocable bank letter of credit, escrow deposit, or other security acceptable to the Township, for completion of construction and improvements authorized by this Judgment. The security shall be in the amount of Fifty Thousand (\$50,000.00) Dollars, and shall provide that if construction and improvements are not completed and approved in conformance with approved final plans and in accordance with this Judgment, the Township may draw from the security such amount as is necessary to demolish and remove structures and premises which are not in conformance with this Judgment as determined by the Building and Zoning Administrator. Alternatively, the Township in its sole discretion may draw from the security such amounts as are necessary to complete the improvements consistent with the approved plans.

4. Defendant shall pay any and all planning and engineering expenses reasonably incurred by the Township related to the development and improvements authorized by this Judgment. An initial deposit in the amount of three thousand dollars (\$3000.00) shall be deposited with the Township Clerk prior to commencement of plan review by the Building and Zoning Administrator. The Township shall return any unused portion of the deposit upon completion and final approval of the improvements. The Township may demand additional deposits periodically to cover expected future costs and expenses for the project. Failure of Defendant to make additional deposits on demand shall result in issuance of a stop work order and no further work on the project shall be performed.

5. Defendant shall pay the Township's reasonable attorney fees in this matter in the amount of Six Thousand Hundred (\$6,000.00) Dollars.

6. To the extent that this Consent Judgment conflicts with any Township Ordinance requirements, the terms of this Consent Judgment shall control. To the extent that this Consent Judgment is silent on issues regulated by Township Ordinances or Codes, the Township Ordinances or Codes shall control, provided that the application of any such ordinances or code provisions shall be in accordance with the general practices of the Township and not unreasonable under the circumstances.

7. It is the intent of this Judgment to provide for correction of existing ordinance violations by completion of construction and improvements authorized in paragraph 1 above in accordance with approved plans and the ordinances and regulatory requirements of the Township. The parties acknowledge that time is of the essence in processing and reviewing plans for completion of the project to remove existing ordinance violations. The parties agree to treat one another in good faith, and neither party will take or omit to take any action which will interfere with the spirit or intent of this Judgment. The parties shall execute any and all documents and/or enter into such agreements as are necessary or convenient to carry out the intent of this Consent Judgment.

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8. This Court retains jurisdiction to enforce or interpret the terms of this Consent Judgment. The parties have agreed that while this Consent Judgment was initially drafted by the attorney for Plaintiff, Defendant and its attorney have had a full opportunity to read and revise it, and no inference adverse to Plaintiff as drafter shall arise in the event of any ambiguity requiring interpretation.

9. The terms of this Consent Judgment may not be amended, changed, or modified, except by written agreement executed by all parties or their respective successors or assigns.

10. This Consent Judgment is binding and shall inure to the benefit of the parties hereto and their successors and assigns and may be recorded with the Washtenaw County Register of Deeds office.

11. The parties for themselves, their successors, and assigns hereby release and discharge each other, their respective officers, directors, and agents from any and all claims in law or in equity, or any cause known or unknown, foreseen or unforeseen, arising directly or indirectly from any acts or omissions of the other prior to this date and related to the matters resolved by this Judgment.

This Judgment Resolves all pending claims and closes the case.

Circuit Court Judge

Approved as to form and content:

Charter Township of Superior

Midwest Memorial Group, LLC Plaintiff
d/b/a United Memorial Gardens
Defendant

By: _____
William A. McFarlane

Its: Supervisor

Date: _____, 2008

By: _____
David J. Shipper

Its: Executive Officer

Date: _____, 2008

Reading, Etter & Lillich
Attorney for Plaintiff

Zausmer, Kaufman, August,
Caldwell & Taylor, P.C.
Attorneys for Defendant

By: _____
Victor L. Lillich (P44286)

By: _____
Mark J. Zausmer (P31721)

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Date: _____, 2008

Date: _____, 2008

Roll call vote:

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

Nays: None

Absent: Caviston

The motion carried.

10. NEW BUSINESS

A. SET 2008 MILLAGE RATES

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

**SUPERIOR CHARTER TOWNSHIP BOARD
RESOLUTION
SEPTEMBER 15, 2008**

**A RESOLUTION ADOPTING GENERAL APPROPRIATIONS ACT:
MILLAGE RATES**

WHEREAS, the Board recognizes its responsibility to the citizens of Superior Charter Township to carefully monitor the Township funds and provide for the needs of the Township, and

WHEREAS, the Board has held the proper hearings on the proposed year 2008 millage rates;

THEREFORE BE IT RESOLVED that the Superior Charter Township Board adopt the following millage rates for the 2008 fiscal year:

	Base	IFT
General Fund	0.8566	0.4283
Fire	3.000	1.5000
Police	2.2500	1.1250

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Roll call vote:

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

Nays: None

Absent: Caviston

The motion carried.

**B. HUMANE SOCIETY OF HURON VALLEY DEVELOPMENT
AGREEMENT**

It was moved by Williams, supported by Phillips, that the Superior Charter Township Board authorize the Supervisor to sign the following Development Agreement between Superior Charter Township and the Humane Society of Huron Valley:

**SUPERIOR CHARTER TOWNSHIP
DEVELOPMENT AGREEMENT
HUMANE SOCIETY OF HURON VALLEY**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 15th day of September, 2008, by and between Humane Society of Huron Valley, a Michigan Non-Profit Corporation, whose address is 3100 Cherry Hill, Ann Arbor, Michigan 48105, **"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 8.481 acres in Section 18 of Superior Township, which real property is described on Exhibit "A" attached hereto and made a part of this Agreement, (including 4.82 acres of land being leased from the University of Michigan for 65 years), which is located on Cherry Hill Road currently consisting of the current Humane Society Facility and undeveloped land. The expansion of the facility proposes a 26,922 square foot building, 3,084 square foot outdoor kennels and porches, a staff patio with picnic tables, fenced play areas, a vehicle garage, parking lot with a bioswale, on-site wastewater treatment facilities and two retention/infiltration basins located in Superior Township; and

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- B. WHEREAS**, the Developer desires to develop the facility pursuant to the Superior Township Zoning Ordinances No. 134 and No.174, 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 utility lines, 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 November 5, 2007, the Superior Charter Township Board adopted for final reading Ordinance 134-49 establishing the zoning of the 8.481 acres as a Planned Community and approved the area plan dated May 23, 2007.
- F. WHEREAS**, on February 27, 2008, the Township's Planning Commission approved the final site plan for the Development conditioned upon (1) The Development Agreement shall include a methodology for tree replacement within the buffer areas surrounding the site, (2) the final sale of the property and the transfer of ownership and title of the 4.82 acres to the Humane Society, and (3) all items in the Township Engineer's report dated 2-21-08 be satisfactorily resolved prior to final engineering approval.
- G. WHEREAS** the transfer of ownership and title of the 4.82 acres is amended to a ground lease of the 4.82 acres from the University of Michigan for 65 years as determined by a Consent Judgment approved by the Superior Charter Township Board on September 2, 2008, and granted by the Washtenaw County Circuit Court on September 8, 2008; and
- H. WHEREAS**, on September 12, 2008, the Planning and Engineering Consultants' determined that all of the conditions of final site plan approval had been satisfied; and
- I. WHEREAS**, the approved final site plan for the Development is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Development; and
- J. WHEREAS**, Section 10.04F1 of the Township's Zoning Ordinance No. 134 and Section 10.05G of Zoning Ordinance No 174 both require 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;

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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 Humane Society Development.
- 1.3 Approval of Final Site Plan.** The final site plan, dated 2-13-08, has been approved pursuant to the authority granted to and vested in the Township pursuant to the Michigan Zoning Enabling Act (Act No. 110, Public Acts of 2006, 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 Board, 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 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

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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 26,922 square foot building
- The construction of 3,084 square foot outdoor kennel and porches
- The construction of a vehicle garage
- Two retention/infiltration basins
- A parking lot with an island bioswale
- A dumpster pad
- Interior walkways.
- Three fenced play areas
- Staff patio with picnic tables
- New drive approach
- Retaining walls
- Future storage building
- Two on-site wastewater treatment facilities

2.2 Storm Water Management: Storm Water Retention/Infiltration. No part of the storm water retention/infiltration areas located within the Development shall be allowed to remain in an unkempt condition. All areas located within the retention/infiltration areas shall be maintained in accordance with Township ordinances, Drain Commission Standards, and Engineering Plans (Storm water System Maintenance Tasks and Schedule, Sheet C-7.2). All facilities, including inlets 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 retention/infiltration areas 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 retention/infiltration areas. Said written notice shall include a demand that 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 retention/infiltration areas from becoming a nuisance, may enter upon the retention/infiltration areas 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

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next Township roll as a special assessment and collected in the same manner as general property taxes.

The Developer shall provide the Township with written, recordable easements to all drain areas, retention/infiltration areas, inlets, and outlets for monitoring and maintenance purposes prior to the issuance of any certificate of occupancy.

- 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 Mitigation.** Prior to the commencement of any site work, the Developer shall review all proposed tree clearing and removal with the Township Planning Consultant and shall relocate or replace trees in accordance with Section 14.05F (Woodlands and Tree Preservation) of the Superior Township Zoning Ordinance.
- 2.6 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, in accordance with Section 14.05F (Woodlands and Tree Preservation) of the Superior Township Zoning Ordinance.
- 2.7 Performance Guarantee.** The Developer shall provide a performance guarantee to cover site improvements as specified within Section 11.12C (Performance Guarantees) of the Zoning Ordinance No. 174.. The Developer shall provide security in the amount of **\$895,887.00** 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 performance guarantee shall state "Security for Site Improvements as stated in Section 2.7 of the Development Agreement for Humane Society Development" and be secured through a bank approved by the Township Treasurer's office. The \$895,887.00 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 performance guarantee within forty-five (45) days after Developer provides written notice of completion of the improvements and Township approves such completion, such approval

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not to be unreasonably withheld, conditioned or delayed.

2.8 Fees and Escrow Amounts. Prior to scheduling the pre-construction meeting, the Developer shall also pay to the Township an escrow of \$40,335.00 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. The Developer may pay 50% of the escrow (\$20,167.50) prior to the scheduling of the pre-construction meeting. The escrow account will be monitored and the remaining 50% (\$20,167.50) will be required when needed to complete any inspections.

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 March 2007 as amended.

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

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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 the developer's 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 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.
- 2.14 Sidewalks.** Sidewalks will be installed according to the Final Site Plan and be in accordance with the most current standards of the Americans with Disabilities Act.
- 2.15 Landscape Plan for Development.** The Developer shall implement the complete landscape plan for the Development as approved by the Township which depicts the type, size, and location of landscaping materials including all planned irrigation systems. All entrance signs shall be compatible in style, form, and materials with other Superior Charter Township entrance signs.
- 2.16 No Disturbance of Wetlands.** No regulated wetland within the Development shall be modified in any manner by any person or entity unless all necessary permits for such modification have been issued by all governmental units or agencies having jurisdiction over such wetlands within the Development.
- 2.17 Township Wetland Ordinance.** Developer shall comply with the Township's Wetland Ordinance, including such requirements as may be imposed in that ordinance with respect to wetland mitigation. The Developer shall comply with wetland mitigation requirements imposed in connection with the issuance of any permit that may be required from the Michigan Department of Environmental Quality (MDEQ) and the Developer shall provide the Township with all correspondence concerning any wetland mitigation process carried out pursuant to such approvals as may be issued by the MDEQ.
- 2.18 Construction Access.** Developer shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from the construction site, on the roads, when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, the expense of which shall be born exclusively by the Developer.
- 2.19 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

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

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

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basis or at such time as deemed reasonably necessary by the Township until completion of the project.

- 3.8 Fees.** The Owner shall pay for any reviews necessary to determine conformance of the Development to this Agreement. This fee would include review time by the Township Engineer, Planner or Attorney.
- 3.9 Recordation of Agreement.** The Township shall record this Agreement with the Washtenaw County Register of Deeds and shall provide a true copy to the 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 Humane Society , a private, non-profit corporation.
- 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 Humane Society of Huron Valley

By: _____

Tanya Hilgendorf

Its: Director

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Tanya Hilgendorf, Director, Humane Society of Huron Valley, a Michigan non-profit organization, on behalf of the organization.

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 _____, 2008, 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

A Parcel of Land in the Southwest quarter of Section 18, Superior Township, T.2S., R.7E., Washtenaw County Michigan, more particularly described as:

Commencing at the South 1/4 of Section 18, as recorded in Liber 452, Page 297 Washtenaw County Records, thence North 01°17'01" West, 603.82' along the Centerline of Cherry Hill Road (based upon the description recorded in Liber 807, Page 530, Washtenaw County Records), Said Centerline bearing 1°10'46" West of the North and South Quarter line (North and South Quarter Line being defined as a line drawn North from the South 1/4 as recorded in Liber 452, Page 297

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Washtenaw County Records to the North 1/4 Section 18). To the Point of Beginning; thence South 89°55'39" West, 439.44'; thence North 02°20'03" West, 474.16'; thence South 87°46'56" West 154.17'; thence North 09°13'04" West 205.16'; thence North 35°34'51" East 332.26'; to a point on the Centerline of Cherry Hill Road (based upon the description recorded in Liber 807, Page 530, Washtenaw County Records); thence the following four (4) courses along the Centerline of Cherry Hill Road; 1) South along a curve to the left 241.55', said curve having a central angle of 24°07'29", a radius of 573.69', and a chord bearing South 42°38'53" East, 239.77'; 2) thence South 54°42'37" East 18.87'; 3) thence along a curve to the right 594.24', said curve having a central angle of 53°25'29", a radius of 637.30' and a chord bearing South 27°59'53" East 572.95'; 4) thence South 01°17'01" East 246.89' to the Point of Beginning.

Containing 8.481 Acres. Subject to Easements of record and the Cherry Hill Road Right of Way.

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.

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Printed name of Professional Land Surveyor

Michigan Registration Number

Date

Signature and Seal of Professional Land Surveyor

Roll call vote:

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

Nays: None

Absent: Caviston

The motion carried.

C. NEW COPIER FOR THE FIRE DEPARTMENT

The Fire Department currently leases a Lanier copier with payments of \$206.00 per month with the lease due to expire in December. The Department tried out a Ricoh Americas which costs \$233.60 per month but includes the ink, which makes it cheaper per month than the Lanier by the time ink costs are added to the price. The Department also liked the performance of the Ricoh.

It was moved by McKinney, supported by Williams, that the Superior Charter Township Board concur with the recommendation of Fire Chief Roberts and authorize the Supervisor to sign the five-year lease for a Ricoh Model Aficio MP C2500SPF color copier for \$233.60 per month which includes toner and allow the Fire Department to discontinue the current lease agreement.

Green left the room for a moment.

Roll call vote:

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

Nays: None

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Absent: Caviston, Green

The motion carried.

Green returned.

**D. ORDINANCE 175 – AMEND ORDINANCE 106 – PROPERTY
MAINTENANCE CODE – FIRST READING**

When the Board amended Ordinance 106 in January, 2008, the deletion of “certain single family and two family dwellings” was inadvertently overlooked. This ordinance is to correct that.

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

ORDINANCE No. 175

**AN ORDINANCE TO AMEND ORDINANCE 106 – AN ORDINANCE EFFECTING
INSPECTIONS WITHIN SUPERIOR CHARTER TOWNSHIP IN ACCORDANCE
WITH THE EXISTING STRUCTURES CODE OF THE CHARTER TOWNSHIP OF
SUPERIOR; AND FIXING PENALTIES FOR VIOLATION.**

THE CHARTER TOWNSHIP OF SUPERIOR ORDAINS:

Section 175.01 Amendments to Superior Charter Township Ordinance 106.

All references to “certain single family and two family dwellings” in Ordinance 106 shall be deleted, including in the title of Ordinance 106.

Section 175.02 Definitions. Section 106-02 D shall be deleted in its entirety.

Section 175.03 Section 106.05 – Requirement of Certificate of Compliance upon Sale or Transfer of Certain Single-Family and Two-Family Dwellings. Section 106.05 shall be deleted in its entirety.

Section 175.04 Section 106.11 Security Measures. The first line of Section 106.11 shall read:

“All individual dwelling units shall be equipped with the following security devices”; deleting “other than owner occupied one or two family dwellings”.

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Section 175.05 Numbering. The numbering of sections in Ordinance 106 in the Book of Compiled Ordinances of Superior Charter Township shall reflect these changes.

Section 175.06 Severability.

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

Section 106-15. Publication.

This Ordinance shall be published pursuant to Section 8 of the Charter Township Act, being MCL 42.8 by posting in the Office of the Clerk, 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.

Roll call vote:

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

Nays: None

Absent: Caviston

The motion carried.

E. UTILITY DEPARTMENT REQUEST FOR ASPHALT REPAIR

The Utility Department requested authorization to do a hot patch repair at the intersection of Dawn and Stamford which was damaged during the repair of a sanitary manhole.

It was moved by Williams, supported by Lewis, that the Superior Charter Township Board approve the hot patch repair at Dawn and Stamford by Bostwick Co. Inc for \$1,200.00.

The motion carried unanimously.

F. BUDGET AMENDMENTS

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It was moved by McKinney, supported by Green, that the Superior Charter Township Board approve the following amendments to the 2008 General and Fire Funds:

General Fund:

Increase the following line items:

101-191-702-000	Salaries – Elections	\$ 1,520.00
101-191-715-000	FICA	280.00
101-191-740-000	Elections Operating Supplies	2,000.00
101-000-451-000	Election Reimbursements	2,490.00
101-000-452-001	Cable Fees – AT&T	1,139.00
101-000-605-000	Ordinance Reimbursements	1,660.00
101-000-630-000	Solid Waste Revenue	2,000.00
101-000-664-075	Tax Collection Interest	7,000.00
101-171-717-000	Supervisor Taxable Benefits	700.00
101-209-717-051	Appraiser Taxable Benefits	1,700.00
101-278-703-000	Ordinance Violation Costs	2,000.00
101-253-717-000	Treasurer Taxable Benefits	401.00
101-253-717-050	Dep. Treasurer Taxable Benefits	463.00
101-965-965-000	Transfer to Reserves	17,550.00
101-258-801-000	Computer Support	3,000.00
101-410-801-016	Non-Project Planning	10,000.00
101-528-826-000	Bag & Tag	1,000.00
101-528-828-000	Dump Reimbursements	800.00

Decrease the following line items:

101-191-703-000	Election Contract Labor	\$ 1,450.00
101-191-727-000	Election Office Supplies	700.00
101-191-727-050	Election Postage	625.00
101-191-900-000	Election Printing/Publishing	500.00
101-000-607-000	Plans/Permits Base Fees	6,000.00
101-000-607-075	Planning – Above Base Revenue	3,000.00
101-000-699-000	Appropriation - Fund Balance	20,000.00
101-101-702-050	Salary – Secretary	11,000.00
101-101-715-050	Secretary FICA	850.00
101-210-801-000	Township Attorneys	10,000.00
101-210-801-050	Other Attorneys	6,000.00
101-410-801-010	Planning Project Costs	1,000.00
101-410-801-020	Project Costs above base	3,000.00
101-890-890-000	Contingencies	15,000.00

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Fire Fund:

Increase the following line item:

206-336-930-000 Repairs and Maintenance \$20,000.00

Decrease the following line items:

206-965-965-000 Transfer to Building Reserve \$20,000.00

Roll call vote:

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

Nays: None

Absent: Caviston

The motion carried.

11. PAYMENT OF BILLS

It was moved by McKinney, supported by Green, that the bills be paid as submitted the following amounts: Utilities Fund - \$4,824.19 for a total of \$4,824.19; further that the Record of Disbursements be received as submitted.

The motion carried.

12. PLEAS AND PETITIONS

There were none.

13. ADJOURNMENT

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

Respectfully submitted,

Kay Williams, Clerk