

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
NOVEMBER 21, 2005
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 November 21, 2005, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

4. ADOPTION OF AGENDA

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

The motion carried.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF NOVEMBER 7, 2005

It was moved by Caviston, supported by Williams, to approve the minutes of the regular Board meeting of November 7, 2005, as presented.

The motion carried.

6. CITIZEN PARTICIPATION

There was none.

7. REPORTS

A. SUPERVISOR

The Supervisor reported on two items:

1. The Sheriff Contract with the County is nearly finalized and will be presented to the Board at the December 5 meeting. For 2006, the cost will be \$94,218.00 per deputy, for 2007 - \$99,871 plus up to

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\$10,000.00 for overtime. The figures are not available for years 2008 and 2009. McFarlane has worked many hours with the County committees to get this contract to a point where the Township can accept the costs.

2. The Washtenaw County Planning Department held a forum on development on November 10 and Superior Township was presented as a case study for preserving open space.

**B. DEPARTMENTAL REPORTS : PLANNING COORDINATOR,
SHERIFF DEPARTMENT**

It was moved by McKinney, supported by Lewis, that the Planning Coordinator report dated November 17, 2005, and the Sheriff Department Report for October, 2005, be received.

Sergeant Mahalick was present to answer questions. She said that crime is down in the Township; there are 230 less complaints than last year. The Sheriff Department has suspects for the B&E's in Arbor Woods. Construction site crimes are up this year.

The motion carried.

**C. SEPTEMBER 2005 FINANCIAL STATEMENTS - ALL
FUNDS**

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

The motion carried.

8. COMMUNICATIONS

A. JOAN MARTIN – NO POLLUTION OF FLEMING CREEK

At the November 7 Board meeting Michael David BenDor stated that the Fleming Creek was becoming polluted. Deborah Kuehn, Planning Coordinator, was requested to contract Joan Martin of the Fleming Creek Advisory Committee of the Huron River Watershed Council to verify the

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report. Martin responded that she had heard of no such report and that it sounded like an irresponsible statement.

It was moved by Williams, supported by Lewis, that the communication from Joan Martin concerning the erroneous report that Fleming Creek was becoming polluted be received.

The motion carried.

B. ROBERT TETENS – WASHTENAW COUNTY PARKS GRANT FOR NON-MOTORIZED TRAIL

Robert Tetens, Director of the Washtenaw County Parks Department, wrote that after receiving a favorable recommendation from the Greenways Advisory Committee, the Washtenaw County Parks and Recreation Commission unanimously reaffirmed their continued participation in the development of a trail segment along MacArthur Boulevard and agreed to provide \$50,000.00 towards the construction.

McFarlane noted that the Township has applied for Federal Funds to extend the trail around the apartment complexes and along Geddes between Harris and Prospect. The Township has agreed to fund the engineering and construction inspection for any of these trails.

It was moved by Caviston, supported by Lewis, that the communication regarding continued funding for the MacArthur Boulevard Non-Motorized Trail extensions by the Washtenaw County Parks and Recreation Commission be received.

The motion carried.

C. DAVID P. ZELISSE – ROAD COMMITTEE

David P. Zelisse, 3444 Gotfredson Road, is willing to serve on the Township Road Committee.

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board appoint David P. Zelisse to assist on Township Road Committee with Ellen Kurath.

The motion carried.

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D. JOE PILLERA – HORSEBACK RIDING ON CONSERVANCY LANDS

Joe Pillera, 8905 Vreeland Road, requested help in getting the Southeast Michigan Land Conservancy to allow horseback riding on Conservancy Lands providing that the riders keep the horses off farm fields. Walkers, bike riders, and others are allowed on the lands which are tax exempt.

The Supervisor has requested an attorney opinion on the matter. The assessor has indicated that if the farm lands are rented and the public is denied access, it may be an issue regarding tax exemption status.

McFarlane asked Marion Morris, Chair of the Superior Land Conservancy, to respond to the Pillera letter.

Caviston said that it might not be a good idea for horses to be on the paths because of horse droppings. It was suggested that there could be designated paths for horses.

Phillips asked if conservation easements had been placed on the Conservancy lands. McFarlane said that only the County-donated land had conservation easements.

It was moved by Caviston, supported by McKinney, that the letter from Joe Pillera concerning horseback riding on Conservancy Lands be received.

The motion carried.

9. UNFINISHED BUSINESS

There was none.

10. NEW BUSINESS

A. READING, ETTER & LILLICH – RATE INCREASE

John Etter, Township Attorney, has notified the Board of a rate increase from \$110.00 to \$120.00 effective January 1, 2006. This is the first increase since June 1, 2002.

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It was moved by McKinney, supported by Lewis, that the Superior Charter Township Board approve the rate of \$120.00 per hour for the legal services of Reading, Etter & Lillich.

The motion carried.

**B. FIRE HYDRANT INSTALLATION AND WATER SERVICE
INSTALLATION FOR 1988 RIDGE ROAD**

The Utility Department requests authorization to contract with Stante Excavating to install a fire hydrant on a dead end water main at the southeast corner of Geddes and Ridge which will avoid the possibility of stagnant water and will allow the Department to provide water service to a home at 1988 Ridge. Amberwood development will pay for half the \$8,550.00 cost for the fire hydrant; and the homeowner will pay connection fees of \$10,540.00.

It was moved by Caviston, supported by Lewis, that the Superior Charter Township Board authorizes the expenditure of \$4,625.00 to install a fire hydrant on the dead end water main at the southeast corner of Geddes and Ridge Roads.

The motion carried.

C. VILLAGE GREEN DEVELOPMENT AGREEMENT

The developer requested that the name be changed to Dixboro Shops at the Green, LLC.

It was moved by Williams, supported by Caviston, that the Superior Charter Township Board approve the following Development for Village Green:

**SUPERIOR CHARTER TOWNSHIP
DEVELOPMENT AGREEMENT
VILLAGE GREEN**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 21st day of November, 2005, by and between Dixboro Shops at the Green, LLC, whose address is 4825 Vorhies Road, Ann Arbor, MI 48105 ("**Owners/Developers**"), and the Charter Township of Superior, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "**Township**").

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RECITALS

- A. WHEREAS,** the Developer desires to develop an overall parcel size totaling approximately 1.01 acres, which real property is described on Exhibit "A" attached hereto and made a part of this Agreement, which is located on Plymouth Road in the Village of Dixboro, which property currently consists of an existing 4,200 square foot building. The commercial development proposes a 2,000 square foot addition to the building to the north of the existing building and a covered porch to the south. The Plan envisions four retail/office spaces with a coffee shop occupying the southern-most area; and
- B. WHEREAS,** the Developer desires to develop the commercial building pursuant to the Superior Township Zoning Ordinance No.134, as amended and pursuant to all applicable Articles and Sections; and
- C. WHEREAS,** the Developer desires to build all necessary on-site infrastructure, such as, but not limited to septic tile fields, underground storm water detention, entrance drives, parking, a pedestrian path, sidewalks, and necessary curbs and gutters, without the necessity of special assessments by the Township; and
- D. WHEREAS,** agreements, approvals, and conditions agreed to by the Developer and the Township remain in effect, including, but not limited to, conditions of all approvals by the Township regarding zoning and final site plan approval for the entire Development and permits that may have been issued by appropriate governmental review agencies for the subject site; and
- E. WHEREAS,** on July 18, 2005, the Township's Planning Commission passed a motion to approve the final site plan for the Development conditioned upon receiving the necessary permits from the Washtenaw County Road Commission and that the uses of the building will be limited to the uses permitted in the VC (Village Center) zoning district.
- F. WHEREAS,** on July 18, 2005, the Planning and Engineering Consultants' determined that all of the conditions of final site plan approval had been satisfied, and the parties having therefore determined that the date of July 6, 2005, shall constitute the date of the final site plan based upon all Planning Conditions being met; and
- G. WHEREAS,** the approved final site plan for the Development is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Development; and

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H. WHEREAS, Section 10.04F1 of the Township's Zoning Ordinance requires the execution of a Development Agreement in connection with the approval of the final site plan for the Development, which Agreement shall be binding upon the Township, Developer and the owners of the site, their successors-in-interest and assigns;

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

**ARTICLE I
GENERAL TERMS**

- 1.1 Recitals Part of Agreement.** Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.
- 1.2 Zoning District.** The Township acknowledges and represents that the Development is zoned PC (Planned Community) for the development and for purposes of recordation shall be referred to as 5151 Plymouth Road Commercial Development.
- 1.3 Approval of Final Site Plan.** The final site plan, dated 7-6-05, a copy of which is attached hereto and made a part hereof, has been approved pursuant to the authority granted to and vested in the Township pursuant to Act No. 184, Public Acts of 1943, as amended.
- 1.4 Conditions of Final Site Plan Approval.** Developer and the Township acknowledge that the approved final site plan for the Development incorporates the Township's approved conditions and requirements that were adopted by the Township Planning Commission, the Township Zoning Board of Appeals, consultants and departments of the Township.
- 1.5 Agreement Running with the Land.** The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Development described 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

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herein notwithstanding, no person who is neither a party hereto or the successor or assignee of a party shall be deemed an intended contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof.

**ARTICLE II
PROVISIONS REGARDING DEVELOPMENT**

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

- The construction of a building addition at the north end totaling 2,000 square feet with a maximum building height of 18 feet to be added to existing 4,200 square foot building and the construction of a covered porch to the south.
- Retail/office space
- Parking increased to a maximum total of 47 additional spaces.
- Pedestrian path from Church Road to the parking lot.
- Five-foot wide concrete sidewalk along Plymouth Road.
- Interior walkways.
- Acceleration and deceleration lanes.
- Identification sign measuring 8 x 4.6 feet.
- All updated utilities (storm water management) will be sized for the development.

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

In the event Developer at any time fails to maintain or preserve such detention area in accordance with this Agreement, the Township may serve written notice upon the Developer setting forth the deficiencies in the maintenance and/or preservation of the detention area. Said written notice shall include a demand that definitive action be taken to cure deficiencies of maintenance and/or preservation within 10 days and cured within thirty (30) days of the date of receipt of the notice. If no action is taken on the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any extension thereof, the Township in order to prevent the detention area from becoming a nuisance, may enter upon the detention area and perform the required

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maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a fifteen (15) percent surcharge for administrative costs, shall be assessed to the owner of the site at the time such maintenance and/or preservation is performed or its successors or assigns, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

- 2.3 Maintenance and Guarantee Bond.** Developer shall submit cash, a bond or irrevocable letter of credit to the Township Treasurer in the full amount estimated for the underground detention storm sewer infrastructure, i.e. **\$24,800**, prior to the Final acceptance. The bond or irrevocable letter of credit shall be consistent the Township's standard form and state "Maintenance and Guarantee Bond according to Section 2.3 of the Development Agreement for Village Green". The term length in which the bond or letter of credit is in force shall not exceed two (2) years from the date on which the Township issues final acceptance.
- 2.4 Engineering Approval of Plans.** In accordance with Superior Township Ordinance and Superior Township's Engineering Design Specifications, no construction work or grading, except as set forth below, shall be performed until engineering plans are reviewed and approved. Township agrees that all plan reviews required by its engineer shall be "turned-around" expeditiously.
- 2.5 Tree Preservation.** Trees shown to be preserved on the final site plan shall be protected from encroachment during all phases of development and, if damaged or removed, shall be immediately replaced.
- 2.6 Deceleration/Acceleration Tapers.** Developer shall install, in conjunction with its construction of the Development deceleration/acceleration tapers on Plymouth Road in relation to the entranceways to the Development in accordance with road and drainage plans reviewed and approved by the Washtenaw County Road Commission. Developer shall provide the Township copies of its agreement with the Washtenaw County Road Commission to construct such improvements.
- 2.7 Performance Guarantee.** The Developer shall provide a performance guarantee to cover site improvements as specified within Section 10.10 of the Zoning Ordinance. The Developer shall provide security in the amount of **\$158,100.00** 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

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Treasurer's Office in the form of a cash, bond, or irrevocable letter of credit (whichever Developer may elect), payable to the Charter Township of Superior. The bond or irrevocable letter of credit shall state "Security for Site Improvements as stated in Section 2.7 of the Development Agreement for Village Green Commercial Development". The **\$158,100.00** performance guarantee amount stated above is based on specifications and estimates prepared by the Developer's Engineer and approved by the Township's engineer, based on the Final Site Plan. The Township shall refund the bond or irrevocable letter of credit within forty-five (45) days after Developer provides written notice of completion of the improvements and Township approves such completion, such approval not to be unreasonably withheld, conditioned or delayed.

2.8 Fees and Escrow Amounts. The Developer shall also pay to the Township **\$10,700.00 prior to scheduling the pre-construction meeting** as an escrow to cover the costs of inspection of the storm water utilities and paving to be constructed as a part of the Development. Any remaining balance in the escrow shall be returned to the Developer upon completion and final acceptance by the Township.

2.9 Engineering and Certification.

A. Developer shall furnish three mylar As-built Drawing plans signed and sealed by an engineer licensed in the State of Michigan indicating that the site grading, storm water conveyance, soil erosion/ sedimentation, detention/retention facilities, have been constructed in substantial accordance with the approved engineering plans. All inspections for storm water installations are to be performed by the Township engineers, with applicable fees paid by Developer. The Township will review and approve improvements in accordance with the Township "Engineering Design Specification for Site Improvements" and other applicable laws and ordinances prior to final completion.

B. Developer shall furnish As-Built Drawing plans in CD format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings, Revised May 2003 as amended.

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

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responsibility under this Section 2.11 shall be deemed transferred to any subsequent owner of a portion of the Development as to that portion. No burning of discarded construction material shall be allowed on site.

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

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

- 2.13 On-site Sewer and Water.** All sewer and water systems must meet the requirements of the Environmental Health Department of Washtenaw County and the State of Michigan.
- 2.14 Sidewalks.** Sidewalks will be installed according to the Final Site Plan.
- 2.15 Private Drive Agreement.** The Developer will pursue private drive agreements with neighboring parcels concerning shared access.

**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.

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- 3.5 Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 3.6 Preconstruction Meeting with Builders.** The parties acknowledge that Developer and/or any other third parties can build the facilities in accordance with the approved site plan. The parties agree that the Developer and/or any other third parties will comply with all related Township Policies and Ordinances prior to the preconstruction meeting. Prior to the commencement of any grading, the Developer or such other third parties shall schedule a meeting as per the Township's engineering standards with its general contractor, construction manager and the Township's applicable departments, officials, and consultants to review the applicable policies, procedures and requirements of the Township.
- 3.7 Continued Review.** The Developer shall be required to review conformance of this Agreement with Township Officials and/or designated Township consultants on a yearly basis or at such time as deemed reasonably necessary by the Township until completion of the project.
- 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 Dixboro Shops at the Green, LLC, a Michigan limited liability company.
- 3.10 Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into and made a part of this Agreement.

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

DEVELOPER:

WITNESSES:

Dixboro Shops at the Green , LLC
a Michigan limited liability company.

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By: _____
Its: Manager

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2005, by _____, of Dixboro Shops at the Green, LLC.

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

WITNESSES:

TOWNSHIP:

CHARTER TOWNSHIP OF SUPERIOR,
a Michigan municipal corporation

By: _____
William A. McFarlane
Its: Supervisor

STATE OF MICHIGAN)
) ss.
COUNTY OF WASHTENAW___)

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by William A. McFarlane, Supervisor of the Charter Township of Superior, a Michigan municipal corporation, on behalf of the corporation.

Notary Public
Washtenaw County, Michigan

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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

Roll call vote:

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

Nays: None

The motion carried.

D. AMENDMENT TO PERSONNEL POLICY

Superior Charter Township is an at-will employer, but having basic disciplinary measures in the Personnel Policy for non-union employees would be of benefit to the Township. Good documentation is essential if an employee is fired for poor work performance and claims to have been fired for discrimination.

Susan Mumm, Human Resources, wrote the policy change and had it reviewed by the labor attorney at Miller Canfield. The Board discussed the changes at length.

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board adopt the following amendments to the Superior Charter Township Personnel Policy:

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**Amendments to Personnel Manual
Approved at the 11/21/05 Board Meeting**

**KEY: New Text = Red Ink
 Deletions = Strikethrough**

Amendment #1:

Page 1 of current manual:

This personnel manual is applicable to non-union personnel employed by Superior Charter Township. It is not applicable to any employee or group of employees whose employment is governed by a collective bargaining agreement. Further, this personnel manual is not applicable to any elected Township positions.

Amendment #2

Section 1.1 Work Status/Job Definition

A. Employees may be hired as

- 1) Temporary Employees (Either part or full time)
- 2) Seasonal Employees (Either part or full time)
- 3) Permanent Employees (Either part- or full time)

B. All employees, except those governed by a collective bargaining agreement, shall be considered at will employees.

C. Employees shall be given a written job description upon being offered a position at Superior Township. However, the Township reserves the right to redefine an employee's job description as it deems necessary, or to direct an employee to temporarily perform work that may be of a different nature or in a different department from that which the employee is normally engaged.

Amendment #3:

To be added to Page 15 of current manual:

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Section 3.7 Work Performance Evaluations

A. New Employees shall be given a written 45 Day Evaluation. However, the Township shall have the right to require an evaluation prior to 45 days if deemed necessary by the employee's immediate supervisor or the Township Supervisor. Likewise, since Superior Township is an "at will" employer (excluding union contracts), the Township may at its discretion, terminate an employee at any time, for any reason, with no notice.

B. Subsequently, employees shall be given a written yearly evaluation. Employees shall be rated on punctuality, attendance, attitude, work pace, and various performance factors such as task prioritizing, initiative, problem solving, meeting deadlines, overall quality of work, etc. Certain positions may also require the passing of certification tests to receive a satisfactory evaluation. The evaluation shall be completed by the employee's immediate supervisor, and a copy given to the Township Supervisor. Performance goals shall be given to the employee for the forthcoming year based on the evaluation.

Section 3.8 Dealing With Work Performance Problems Between Annual Evaluations

A. Superior Township may, at its discretion, terminate an employee at any time, for any or no reason, with or without notice.

B. However, the Township may elect to provide employees who exhibit unsatisfactory work performance with verbal or written warnings. For recurring or serious work performance problems, the Township may elect to give the employee a **Notice of Work Performance Problems [See attached]** The specific problem behaviors shall be clearly stated in the notice. A time line shall be set forth in the notice to review whether the problem behaviors have been corrected to the satisfaction of the immediate supervisor and/or the Township Supervisor. The notice shall be signed by the immediate supervisor, the employee, and the Township Supervisor. If the problems are not corrected to the satisfaction of the immediate supervisor and the Township Supervisor within the timeline specified, it is grounds for immediate dismissal. All employees covered by this handbook serve at the will of the employer and may be terminated at any time, with or without notice, and with or without cause. Nothing in this section is intended to alter or modify in any way the employee's at-will employment status.

Amendment #4

To be added to Page 19 of current manual

Section 6.1 Complaint Procedure. ~~A complaint is defined as a claim, reasonably and sensibly founded, of a violation of the rules and policies set forth in this manual. Any complaint filed shall refer to the specific provision(s) alleged to have been violated and~~

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~~shall adequately set forth the facts pertaining to the alleged violation including time and date and shall state the remedy desired. All complaints shall be commenced within five (5) working days after the complaint has become known or should reasonably have been known by the employee. Any claim not conforming to the provisions of this definition shall be automatically defined as not constituting a valid complaint.~~ **An active employee having a complaint regarding the content or administering of the policies set forth in this personnel manual, or other job related concerns, shall present his/her complaint according to the following procedure:** ~~and as defined above:~~

Amendment #5

Step 1. The complaint shall be set forth in writing and signed by the employee and presented to ~~their~~ **his/her** Department Head within five (5) working days **of the alleged incident** ~~as provided in Section 4.~~ The Department Head will meet with the employee to discuss the complaint within five (5) working days of receipt of the complaint and shall respond to the complaint within five (5) working days after the meeting. The employee shall suffer no loss of pay for the time spent with the Department Head to discuss the complaint. ~~The Department Head does not have the authority to change, alter or modify any of the provisions contained in this manual. The decision of the Department Head shall not act as precedent.~~

Step 2. If the answer **provided by** the Department Head in Step 1 is not satisfactory to the employee, the employee shall, within five (5) working days of receiving the response in Step 1, submit the complaint in writing to the Township Supervisor. ~~or proceed to Step 3 if the answer was from the Supervisor.~~ The Supervisor may arrange for a meeting with the affected employee, Department Head and other necessary parties to discuss the complaint. The Supervisor shall submit an answer in writing within ten (10) working days after receipt of the complaint or the meeting, whichever is appropriate. ~~The Supervisor does not have the authority to change, alter or modify any of the provisions contained in this document.~~ The decision of the Supervisor shall not act as precedent.

Step 3. If the answer of the Supervisor received in Step 2 is not satisfactory to the employee, the employee within five (5) working days thereafter, shall submit to the Township Board a notice of appeal of the complaint. That notice of appeal must be filed with the Township Clerk within the five (5) work-day limit.

Step 4. The Township Board shall hear the complaint at one of its normally scheduled meetings as determined by the Township Supervisor. The employee may elect to have a closed session to discuss his/her complaint

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with the board. The Township Supervisor may, at his/her discretion, set up a special meeting of the Board to hear the controversy. In addition, the Supervisor may require transcripts of the hearing be taken by a certified court stenographer and placed on file. The employee may appear before the Board to present his/her complaint. The employee may present witnesses and evidence and be represented by an attorney or other person of his/her choosing. A majority vote of the members serving on the Township Board is required to render a decision. The decision of the Board shall be final and binding on all parties excepting, however, the Township Board has no authority to reverse the decision of the Treasurer or Clerk in disciplinary matters involving those elected officials' deputies.

Section 6.2 The time limits stated in the complaint procedure may be extended by mutual written agreement of the parties.

Roll call vote:

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

Nays: None

The motion carried.

E. RE-APPOINTMENTS TO THE ZONING BOARD OF APPEALS

The terms of Douglas Dail and Sonny Parm to the ZBA expire on December 31, 2005.

It was moved by Lewis, supported by McKinney, that the Superior Charter Township Board reappoint Douglas Dail, 5510 Warren, and Sonny Parm, 1646 Devon, to the Superior Charter Township Zoning Board of Appeals for three-year terms ending December 31, 2008.

The motion carried.

F. PROSPECT POINTE POOL AND POOL HOUSE

The Developer for Prospect Pointe would like to construct the pool and pool house/recreational facility this winter in Phase II of Prospect Pointe so it will be ready for summer use by residents of Phase I.

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

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**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

NOVEMBER 21, 2005

**A RESOLUTION TO ALLOW THE BUILDING OF THE POOL AND POOL
HOUSE/RECREATION FACILITY AT PROSPECT POINTE**

WHEREAS, Prospect Pointe Subdivision at the southwest corner of Geddes and Prospect Road has been started and Phase I residents are living in their new homes; and

WHEREAS, Phase II of the Development has been approved by the Planning Commission and the Development Agreement has been signed, but no homes have been built; and

WHEREAS, the Development Agreement states that before a building permit can be issued the Developer must (1) establish a special assessment district for streetlights, (2) obtain the approval for the Deeds, Covenants, and Restrictions (DCCR's), and (3) record the Final Plat, and

WHEREAS, the Developer has applied to DTE for the streetlight proposal so that the Township Board can hold the proper Public Hearings, but DTE has not yet furnished the estimates, and

WHEREAS, the DCCR's are amendments to the Phase I DCCR's and have been submitted to the Township Planner for approval; and

WHEREAS, the Final Plat documents have been drafted and are in the process of being reviewed; and

WHEREAS, the Superior Charter Township Subdivision Ordinance permits four homes to be built before Final Plat Approval; and

WHEREAS, the Developer wishes to use one of the home permits to construct a pool and pool house/recreational facility over the winter so that the residents of Phase I may enjoy the pool during the upcoming summer months,

NOW, THEREFORE, BE IT RESOLVED, that the Superior Charter Township Board allow the immediate construction of the pool and pool house/recreational facility in Phase II of Prospect Pointe.

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CERTIFICATION

I, Kay Williams, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Superior Charter Township Board held on November 21, 2005.

Roll call vote:

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

Nays: None

The motion carried.

G. HURON UTILITY AUTHORITY

The Charter Township of Superior has belonged to the Huron Utility Authority for many years. The authority allows communities to use each other for credit ratings to borrow money for public projects. Superior Township used the authority to borrow money to extend the sewer and water lines around the property bordered by Leforge, Clark, Geddes and Prospect Roads to thwart annexation by Ypsilanti in the 1970's. The Township has an AA- bond rating - one of the highest in the County - therefore, belonging is not necessary. The proposed dues are likely to be around four hundred dollars. Pittsfield Township is the only borrower at this time. It is likely the authority will be disbanding. The Supervisor recommended Township withdraw membership from the Authority.

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board concur with the recommendation of the Supervisor and withdraw from the Huron Utility Authority.

Roll call vote:

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

Nays: None

The motion carried.

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H. 2006 MEETING AND HOLIDAY SCHEDULES

It was moved by McKinney, supported by Lewis, that the Superior Charter Township Board adopt the following meeting and holiday schedules:

2006 MEETING SCHEDULE

TOWNSHIP BOARD

All regular meetings are held at the Township Hall, 3040 N. Prospect, at 7:30 p.m. on the first and third Mondays of each month. If a holiday falls on a first or third Monday, the meeting will be on the Tuesday following that Monday of that week.

Tuesday, January 3, 2006	Monday, July 3, 2006 - unless cancelled
Tuesday, January 17, 2006	Monday, July 17, 2006
Monday, February 6, 2006	Monday, August 7, 2006
Tuesday, February 21, 2006	Monday, August 21, 2006
Monday, March 6, 2006	Tuesday, September 5, 2006
Monday, March 20, 2006	Monday, September 18, 2006
Monday, April 3, 2006	Monday, October 2, 2006
Monday, April 17, 2006	Monday, October 16, 2006
Monday, May 1, 2006	Monday, November 6, 2006
Monday, May 15, 2006	Monday, November 20, 2006
Monday, June 5, 2006	Monday, December 4, 2006
Monday, June 19, 2006	Monday, December 18, 2006

PLANNING COMMISSION

All regular meetings are held at the Township Hall, 3040 N. Prospect, at 7:30 p.m. on the fourth Wednesday of each month, except for November and December meeting which will be held on the third Wednesday of the month.

Wednesday, January 25, 2006	Wednesday, July 26, 2006
Wednesday, February 22, 2006	Wednesday, August 23, 2006
Wednesday, March 22, 2006	Wednesday, September 27, 2006
Wednesday, April 26, 2006	Wednesday, October 25, 2006
Wednesday, May 24, 2006	Wednesday, November 15, 2006
Wednesday, June 28, 2006	Wednesday, December 20, 2006

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2006 HOLIDAY CLOSINGS SCHEDULE

Monday, January 2, 2006	New Year's Day
Monday, January 16, 2006	Martin Luther King, Jr. Day
Monday, February 20, 2006	President's Day
Friday, April 14, 2006*	Good Friday (1/2 day)
Monday, May 29, 2006	Memorial Day
Monday, July 3, 2006	Day before Independence Day
Tuesday, July 4, 2006	Independence Day
Monday, September 4, 2006	Labor Day
Monday, October 9, 2006	Columbus Day
Friday, November 10, 2006	Veteran's Day
Thursday, November 23, 2006	Thanksgiving Day
Friday, November 24, 2006	Day after Thanksgiving
Friday, December 22, 2006	Christmas
Monday, December 25, 2006	Christmas

- denotes ½ day, offices close at 12:00 noon.

Roll call vote:

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

Nays: None

The motion carried.

11. PAYMENT OF BILLS

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It was moved by Caviston, supported by McKinney, that the bills be paid in the following amounts: General Fund - \$2,259.50 and Utilities Fund - \$10,331.07 for a total of \$12,590.57.

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 8:25 p.m.

Respectfully submitted,

Kay Williams, Clerk