

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
DECEMBER 17, 2007
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 December 17, 2007, 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, Lisa Lewis, Rodrick Green, and David Phillips.

4. ADOPTION OF AGENDA

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

The motion carried.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF DECEMBER 3, 2007

It was moved by Green, supported by Lewis, to approve the minutes of the regular Board meeting of December 3, 2007, as amended.

The motion carried.

6. CITIZEN PARTICIPATION

There was none.

7. REPORTS

A. SUPERVISOR

The Supervisor reported on three items:

1. The energy efficiencies approved by the Board are being implemented. New doors have been ordered for the bays used by the Sheriff Department; an insulated door has been ordered for the door to the back

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parking lot; the public restrooms will have new heat-retaining windows, exhaust fans and light switches on timers; and energy efficient light bulbs will be used as replacements when bulbs need to be replaced.

2. Starting January 1 there will be new deployment of Sheriff Deputies with the Ann Arbor Township deputies working from the Superior Charter Township Hall. The new shift assignments should make better use of resources for both townships.
3. The receptionist has resigned and the position will not be filled. Other employees are filling in answering the phones and helping the public.

B. DEPARTMENT REPORTS: FIRE DEPARTMENT. FIRE MARSHAL, BUILDING DEPARTMENT. UTILITY DEPARTMENT, LIBRARY, SHERIFF DEPARTMENT. ORDINANCE OFFICER

It was moved by Caviston, supported by Green, that the Fire Department Report for November, Building Department for November, the Utility Department Report dated December 14, 2007, the Library Report for November, the Sheriff Department Report dated December 12, 2007, and the Ordinance Officer report for November/December be received.

The motion to receive the reports carried.

8. COMMUNICATIONS

There were none.

9. UNFINISHED BUSINESS

There was none.

10. NEW BUSINESS

A. CLARK ROAD WATER AND SEWER LINE IMPROVEMENT AGREEMENT

The Utility Department requested that the Board approve the agreement to finalize the commitment by YCUA to fund 50% of the water main relocation project along Clark Road.

It was moved by Caviston, supported by McKinney, that the Superior Charter Township Board authorize the Supervisor to sign the following agreement with the Ypsilanti Community Utilities Authority;

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**CLARK ROAD WATER AND SEWER LINE
IMPROVEMENTS AGREEMENT**

THIS AGREEMENT made and entered into this ___ day of , 2007, by and between the Ypsilanti Community Utilities Authority and Superior Charter Township for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, herein referred to as the "Project".

The Project consists of the replacement of water and sewer lines in the vicinity of Clark Road between Devon and Clark Drive in Superior Charter Township and Ypsilanti Township. Major items of work include installation of 12-inch ductile iron water main and associated appurtenances and 8-inch PVC Truss pipe and manholes.

WHEREAS, the Ypsilanti Community Utilities Authority and Superior Charter Township desire that certain improvements be made upon the water main in the area of the Project, in accordance with the approved plans dated August 22, 2007, and

WHEREAS, the Project construction costs will be approximately \$269,000, construction contingency costs will be approximately \$27,000 and engineering costs will be approximately \$85,000 for a total estimated cost of \$381,000, and

WHEREAS, the Ypsilanti Community Utilities Authority has agreed to pay for one-third of the Project engineering services, one-half of the water main construction costs, and one-half of the project-wide items such as mobilization, traffic control, and soil erosion control. The Authority will not be responsible for any costs associated with the proposed wastewater system improvements of the Project. As such, per the attached estimate, the Ypsilanti Community Utilities Authority will be responsible for construction costs approximately equal to \$112,000, construction contingency costs approximately equal to \$11,000 and engineering costs approximately equal to \$27,000 for a total estimated cost approximately equal to \$139,000, and,

THEREFORE BE IT AGREED that Superior Charter Township will complete the Project as specified herein, in accordance with all applicable standards and specifications.

BE IT FURTHER AGREED that Superior Charter Township will provide one final invoice for the water main construction and engineering items with supporting detail for that amount attributed to the Ypsilanti Community Utilities Authority.

**ESTIMATED CLARK ROAD WATER MAIN COSTS (YPSILANTI
COMMUNITY UTILITIES AUTHORITY SHARE)**

Construction	\$101,000
Construction Contingency (10%)	11,000

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Construction Engineering

27,000

TOTAL ESTIMATED AMOUNT TO BE PAID BY THE YPSILANTI COMMUNITY
UTILITIES AUTHORITY UNDER THIS AGREEMENT YPSILANTI COMMUNITY
UTILITIES AUTHORITY

\$139.000

Roll call vote:

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

Nays: None

The motion carried.

**B. SEWER LIFT STATION MONITORING EQUIPMENT – FAIRFAX
MANOR**

The Utility Department requested approval to contract with HESCO to upgrade the sewer lift station monitoring equipment at Fairfax Manor from an analog radio unit to a new digital unit at a cost of \$1,375.00. As of April 1, 2008, Omni-site, the company that currently monitors the equipment and notifies the Utility Department of any problems, will no longer support the analog equipment. Per the maintenance agreement with Fairfax Manor, all replacement and/or upgrade costs will be invoiced to them.

It was moved by McKinney, supported by Lewis, that the Superior Charter Township Board approve the purchase by the Utility Department of an Omni XR50-PM Upgrade as installed by HESCO for \$1,375.00 for Fairfax Manor sewer lift station with the costs being charged to Fairfax Manor per the maintenance agreement.

Roll call vote:

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

Nays: None

The motion carried.

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C. DEVELOPMENT AGREEMENT – ST. JOSEPH MERCY HEALTH SYSTEMS MRI BUILDING

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board authorize the Supervisor to sign following Development Agreement:

Superior Charter Township

**DEVELOPMENT AGREEMENT
Saint Joseph Mercy Health Systems**

MRI Building Addition

This Development Agreement ("*Agreement*") is entered into as of the seventeenth day of December, 2007, by and between Saint Joseph Mercy Health Systems ("*Owner/Applicant/Developer*"), whose address is 5301 E. Huron River Drive, Ann Arbor, Michigan 48106, 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 construct two additions onto the existing MRI Building, located in the central part of the hospital, just south of the Power Plant. The east addition is approximately 415 square feet. The west addition is approximately 2,100 square feet. A new MRI gantry, which will be the third in this building, is being added to serve the patients. The waiting room is being increased in size to accommodate the additional patients.
- Site improvements include relocating about 100 feet of 12-inch diameter water main.
- B. WHEREAS, the Developer desires to develop the addition to the building pursuant to the Superior Township Zoning Ordinance No. 134; and
- C. WHEREAS, the entire property (340.80 acres) is located at the S 1/4 quarter of Section 31, T2S, R7E, Superior Township; and
- D. WHEREAS, the subject development shall consist of 2,515 square foot building addition; 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

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- G. WHEREAS, the Developer desires to build all necessary infrastructure, such as, but not limited to, storm sewers, water main, sanitary sewer lead, without the necessity of special assessments by the Township; and
- H. WHEREAS, the 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 any adjacent lot, from an increase in the flow or decrease in water quality of stormwater from the subject development; and
- I. WHEREAS, all contracts, maintenance agreements, approvals, and conditions agreed to by the Owner, 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
- J. WHEREAS, on August 22, 2007, the Township's Planning Commission passed a motion to approve an amendment to the hospital's final site plan for the MRI Building Addition, agreed to be a minor change to the final site plan, with no conditions.
- 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, 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 Developers final site plan for the Development the parties agree as follows:

**ARTICLE I
GENERAL TERMS**

- 1.1 **Recitals Part of Agreement.** The Owner, 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.

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- 1.2 **Zoning District.** The Township acknowledges and represents that the Property is zoned Medical Services District (MS) for the development and for purposes of recordation shall be referred to as the MRI Building Addition.
- 1.3 **Approval of Site Plan.** The final site plan, dated August 22, 2007, 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 Michigan Public Act 110 of the 2006 Zoning and Enabling Act.
- 1.4 **Conditions of Site Plan Approval.** The Owner, Developer and the Township acknowledge that the approved final site plan for the development incorporates the approved conditions and requirements that were adopted by the Township Planning Commission, 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 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 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 said property.

**ARTICLE II
PROVISIONS REGARDING DEVELOPMENT**

- 2.1 **Permitted Principal Uses.** The only permitted principal use within the MRI Building Addition project shall be for patient care and treatment, with accessory administrative offices, waiting rooms, and maintenance facilities as depicted on the Township's 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(H) of the Superior Township Zoning Ordinance.

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- 2.4 **Responsibility to Preserve, Retain, and Maintain Site.** During the period of construction the Owner/Applicant/Developer shall regularly remove all construction debris and rubbish from the site. No burning of any kind will be allowed on the site in conjunction with the construction of the Development, including the burning of trees, brush, stumps, or vegetative materials, while clearing the site, or of construction materials during construction.
- 2.5 **General Site 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 during the construction 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 **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.

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2.8 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, water transmission system, sanitary sewer system, storm water conveyance, soil erosion/sedimentation, detention/retention facilities, have been constructed in substantial accordance with the approved engineering plans. All inspections for water 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 Design Specification for Site Improvements" and other applicable laws and ordinances.
- 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.
- C. Developer shall furnish a "project engineer's approval", indicating that all soil erosion and sedimentation measures have been complied with.
- D. Developer shall submit a sealed approval that "as-builts" are the same as approved final site plan.
- E. Developer shall furnish a "project engineer approval" indicating that the site grading has been performed in compliance with the approved engineering plans.

2.9 Inspection Escrow for Improvements as Shown on 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 streets and drives, parking lots, walkways, grading, required landscaping, required screens, and storm drainage systems as cited in Section 10.10 A (2) of the Superior Charter Township Zoning Ordinance. The Owner/Applicant/Developer will deposit a total of **\$2,100.00** in escrow with the Township to secure the cost of inspection of the site improvements prior to the scheduling of the 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 of the Final Site Plan for Critical Care North Tower Addition, Phase 3B as stated in Section 2.11 of the Development Agreement". The **\$2,100.00** escrow amount stated above is based on specifications and estimates prepared by the 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 agreed upon between the Owner/Applicant/Developer

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and the Charter Township of Superior as presented on the final site plan approved and signed by the Planning Commission. The Township shall refund its unused portion of the escrow within ten (10) business days after review and approval of the designated site improvements, such approval not to be unreasonably conditioned or withheld.

- 2.10 **Underground Utilities.** Developer shall install all electric, telephone and other communication systems underground in accordance with the requirements of the applicable utility company.
- 2.11 **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 **\$20,402.82** prior to the issuance of the building permit.
- 2.12 **Performance Guarantee for Site Improvements.** The Owner/Applicant/Developer shall provide security in the amount of **\$21,000.00** to the Township (as set forth on Exhibit B) 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 be limited to, streets and drives, parking lots, walkways, grading, soil erosion control measures, required landscaping, required screens, sidewalks, street lighting, storm drainage systems, 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, as set forth on Exhibit B. 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 Section 2.14 of the Critical Care North Tower Addition, Phase 3B Development Agreement". The **\$21,000.00** 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 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.

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- 2.13 **Engineering Approval of Plans.** Per the engineering approval letter dated, October 16, 2007, the Developer is to replace an existing valve which opens counter-clockwise with with a valve that meets the current standards of the Township, and salvaged gate valves are only to be re-installed after inspection and approval by the Township Engineer and/or Superior Township Utility Department staff at the time of construction. Additionally, in accordance with Superior Township Ordinance 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.
- 2.14 **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. **\$10,000.00**, prior to the Final acceptance. The bond or irrevocable letter of credit shall be consistent the Township's standard form and state "Maintenance and Guarantee Bond for Public Utilities according to Section 2.17 of the Development Agreement". 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 homes 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.
- 2.15 **Removal of Construction Debris.** Developer shall remove all discarded building materials and rubbish at least once each month during construction of the development and within one month of completion or abandonment of construction. No burning of discarded construction material shall be allowed on site.
- 2.16 **Provision of Area Plan.** The 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 MRI Building Addition, all other buildings, parking areas, roadways, signage, and facilities on the site, as well as open space areas.

**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.

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- 3.3 **Township Approval.** This Agreement has been approved by the Owner, 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 being made applicable 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 **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. This pre-construction meeting may be waived if agreed to by the Township Supervisor, Township Clerk, Building and Zoning Official, and Township Engineer.

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.
- 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 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 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.

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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 Developer.

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

Developer:

Saint Joseph Mercy Health Systems,

**By: _____
Thomas E. Tocco**

STATE OF MICHIGAN)
) s.s.
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this _____ day of _____ 2004, by Thomas E. Tocco on behalf of Saint Joseph Mercy Health System.

Notary Public
_____ County, Michigan
My Commission Expires:

TOWNSHIP:

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

**By: _____
William A. McFarlane
Its: Supervisor**

STATE OF MICHIGAN)
) s.s.
COUNTY OF WASHTENAW)

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The foregoing instrument was acknowledged before me this _____ day of _____ 2007, by William A. McFarlane, Supervisor of Superior Charter Township, 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, MI 48198
(734) 482-6099

Roll call vote:

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

Nays: None

The motion carried.

D. ALTERNATE MEMBER FOR BOARD OF REVIEW

The law now allows an alternate member for the Board of Review in case one or two members cannot attend a meeting. McFarlane recommended that Ralph Berres be appointed as alternate.

It was moved by Caviston, supported by Green, that the Superior Charter Township Board concur with the recommendation of the Supervisor and appoint Ralph Berres, 9120 Joy Road, as alternate to the Board of Review for a term ending December 31, 2008.

The motion carried.

E. AMENDMENT TO HEALTH CARE SAVINGS PLAN – SUSAN MUMM

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

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WASHTENAW COUNTY, MICHIGAN
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A RESOLUTION TO AMEND THE MERS HEALTH CARE SAVINGS PLAN

WHEREAS employees of Superior Charter Township may request that their deduction amounts be set by the Superior Charter Township Board for their Health Care Savings Plan:

NOW, THEREFORE, BE IT RESOLVED that the mandatory deductions for the MERS Health Care Savings Plan for Susan Mumm be Option 1 with a 5% deduction from salary only.

Roll call vote:

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

Nays: None

The motion carried.

F. 2007 AND 2008 HOLIDAY SCHEDULES

The Treasurer and Clerk requested that the Board revisit the adopted Holiday Schedules for 2007 and 2008. They wanted to extend the holiday time by having the Township Business Offices closed on December 26 for both years. They stated that adding December 26 to the 2008 Holiday schedule made sense as it is a Friday and we already have Wednesday and Thursday off. The Treasurer and Clerk thought it would be lovely to have Monday, Tuesday, and Wednesday off in 2007 this year. The Supervisor contended that if employees wanted December 26 off, they may use benefit time. A skeleton staff at minimum should be available to respond to citizens.

It was moved by Lewis, supported by Green, that the Superior Charter Township Board amend the 2008 Holiday Schedule only to add December 26, 2008, to the holiday closing schedule.

The motion carried. Only McFarlane voted “no” to creating a possible new precedent for future holiday schedules.

G. RESIGNATION – MARIA MILEY, RECEPTIONIST

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It was moved by Williams, supported by McKinney, that the Superior Charter Township Board accept the resignation of Maria Miley, Receptionist.

The motion carried.

H. RESOLUTION ON CHECK SIGNING FOR HYUNDAI SPECIAL ASSESSMENT DISTRICT

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
December 17, 2007**

A RESOLUTION TO AUTHORIZE THE SIGNING OF CHECKS

WHEREAS, the Superior Charter Township Board wishes to open an account for the funds collected and to be dispersed in the Hyundai Road Special Assessment Account, and

WHEREAS, the Township Officials have been duly appointed to sign checks,

NOW, THEREFORE, BE IT RESOLVED that Brenda L. McKinney, Treasurer, Aalea Skrychi, Deputy Treasurer, Kay Williams, Clerk, and William McFarlane, Supervisor, shall be designated to serve as Authorized Signers for the Citizens Bank Account Number 4528454780, and

BE IT FURTHER RESOLVED that the above does not negate Resolutions adopted on October 5, 1999, October 2, 2000, February 5, 2001, July 16, 2001, and May 1, 2006, December 18, 2006 authorizing the signatures of William McFarlane, Kay Williams, Brenda McKinney, and Aalea Skrychi, and

BE IT FURTHER RESOLVED that checks shall be signed by Brenda McKinney or Aalea Skrychi and by William McFarlane or Kay Williams.

Roll call vote:

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

Nays: None

The motion carried.

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I. BUDGET AMENDMENTS

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board approved the following amendments to the 2007 budgets:

General Fund

Increase the following line items:

101-000-452-000	Cable TV Fees	\$	12,600.00
101-000-673-075	Cell Tower Revenue		2,800.00
101-253-717-050	Deputy Treasurer Taxable Benefits		1,500.00
101-446-866-000	Road Maintenance		6,285.00
101-528-828-000	Rubbish Collection		1,500.00
101-410-801-010	Stage 1 Engineering Costs		10,000.00
101-410-810-012	Stage 2 Engineering Costs		2,000.00
101-000-607-033	Engineering Review Fees		2,000.00
101-000-607-075	Charge above Base Fees		3,000.00

Decrease the following line items:

101-210-717-000	Accountant Taxable Benefits	\$	2,000.00
101-209-740-000	Operating Supplies – Assessing		3,000.00
101-253-702-055	Treasurer’s Assistant Salary		3,800.00
101-253-718-055	Treasurer’s Assistant Pension		1,500.00
101-265-702-000	Janitor Salary		2,000.00
101-265-976-000	Building Improvements		3,000.00
101-410-801-016	Non-Project Planning Costs		7,000.00
101-410-801-020	Project Costs above Base		12,000.00
101-000-699-000	Appropriation from Fund Balance		33,415.00

Fire Fund

Increase the following line items:

206-000-403-050	Prior Year Delinquent Personal Prop. Tax	\$	3,542.00
206-336-702-000	Salaries – Full-time Staff		27,000.00
206-336-715-000	FICA – Full-time Staff		2,065.00
206-336-718-000	Pension – Full-time Staff		2,000.00
206-336-718-005	Pension – Fire Chief		350.00
206-000-695-000	False Alarm Charges		3,000.00
206-336-716-000	Health Insurance		5,000.00

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Decrease the following line items:

206-000-664-000	Interest	\$ 3,000.00
206-336-775-000	Repair/Maintenance Supplies	2,500.00
206-336-850-000	Telecommunications	2,500.00
206-336-920-000	Utilities	2,235.00
206-336-930-000	Repair and Maintenance	10,785.00
206-336-707-000	On-call Staff Salary	4,000.00
206-336-727-000	Office Supplies	2,353.00
206-336-740-000	Operating Supplies	2,500.00

Building Fund

Increase the following line items:

249-371-716-075	Health Insurance Other Staff	\$ 2,465.00
249-371-258-000	Computer Support	800.00
249-000-664-000	Interest	4,500.00

Decrease the following line items:

249-371-716-075	Prescription Reimbursements	\$ 2,200.00
249-000-699-000	Appropriation from Fund Balance	3,435.00

Park Fund

Increase the following line item:

508-755-930-000	Repair and Maintenance	\$ 3,000.00
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Decrease the following line items:

508-000-664-000	Interest	\$ 18,143.00
508-000-699-000	Appropriation from Fund Balance	15,143.00

Utility Fund

O&M

Increase the following line items

408	Penalty Income	\$ 50,000
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410	Meter Sales Income	31,000
421	Fees	14,000
428	Reimburse for Meetings	1,283
441	Interest on Bank Accounts	69,000
440	Other Interest	306
555	Water Purchased	887,000
560	Sewer Purchased	663,000
603	Longevity	20,300
668-AB	Telecommunications – Administration	7,000
668-MF	Tellecommunications- Maintenance	5,000
621	R&M – System	60,000
636	Professional Fees- Other	229
638	Professional Fees – MW	250
672	Fuel	8,500
711	Memberships & Dues	6,000
712	Miscellaneous	100

Decrease the following line items:

601	Salaries	\$ 365,000
602	Overtime Premium	6,500
605	FICA	29,960
607	Employee Insurance	65,647
609	Pension	37,000
610	MERS Healthcare Savings	8,875
665-AB	Utilities – Administration Building	7,000
677-AB	Leased Equipment	4,000
678-AB	Cleaning Services	250
665-MF	Utilities-Maintenance	19,000
625	R&M - Foot foaming	4,300
653	Employee Training	3,000
671	Meters & Supplies	60,000
673	Insurance and Bonds	19,000

Capital Reserves:

Increase the following line items:

416	T&T Income	\$ 556,500
441	Interest Income	325,000

Decrease the following line item:

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712 Payment to Hyundai 0

O & M

Increase the following line item:

809 Transfers from O&M \$ 191,400

Debt Service

441 Interest on Bank Accounts \$ 64,000

Roll call vote:

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

Nays: None

The motion carried.

J. RESOLUTION HONORING RODRICK GREEN

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

DECEMBER 17, 2007

A RESOLUTION HONORING RODRICK K. GREEN

WHEREAS, Rodrick K. Green has served on the Superior Charter Township Board for over three years, and

WHEREAS while serving on the Board he has represented the Township as Delegate to the Southeast Michigan Council of Governments, where he also serves as the Alternate for Washtenaw County; and

WHEREAS he has also served as a member of the Superior Charter Township Election Commission and the Board of Review; and

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WHEREAS, Rodrick K. Green was installed as Pastor of New Hope Baptist Church of Ann Arbor, and

WHEREAS, Rod Green has exhibited a desire to serve the community in many ways;

NOW, THEREFORE, BE IT RESOLVED, that the Superior Charter Township Board hereby honors Rodrick K. Green for his commitment to serving his community and wishes him success in continuing these endeavors.

The motion carried unanimously.

11. PAYMENT OF BILLS

It was moved by Caviston supported by Lewis that the bills be paid as presented in the following amounts: Utilities Fund - \$31,740.00 for a total of \$31,740.00.

The motion carried.

12. PLEAS AND PETITIONS

McFarlane said that he would issue a plea to the Washtenaw County Road Commission to plow the subdivision streets and the rural roads sooner than they did for the past snowstorm.

13. ADJOURNMENT

It was moved by Williams, supported by Lewis, that the meeting adjourn.

The motion carried and the meeting adjourned at 8:15 p.m.

Respectfully submitted,

Kay Williams, Clerk