

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
DECEMBER 18, 2006
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 18, 2006, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

2. PLEDGE OF ALLEGIANCE

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

3. ROLL CALL

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

4. ADOPTION OF AGENDA

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

The motion carried.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF DECEMBER 4, 2006

It was moved by McKinney, supported by Green, to approve the minutes of the regular Board meeting of December 4, 2006, as presented.

The motion carried.

6. CITIZEN PARTICIPATION

Ellen Kurath, 2202 Hickman presented the Board with a letter that she will be taking to the Road Commission explaining her concerns about the proposed Superior Rd. roundabout. Her concerns included the cost of land acquisition and consideration of alternatives to the roundabout.

7. REPORTS

A. SUPERVISOR

The Supervisor reported on two items:

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1. Two three-year-terms on the Planning Commission expire in February. It has been Board policy to interview candidates for those positions.

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board maintain the Board policy and conduct interviews for candidates for the Planning Commission at the second meeting in January.

The motion carried.

2. The Michigan Townships Association Annual Meeting is January 24 – January 26, 2007. Any Board members who wish to attend should contact Treasurer McKinney.

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

It was moved by McKinney, supported by Green, that the Fire Department Report for November, the Building Department Report for November, the Ordinance Officer Report for November/December, the OHM Monthly, Assessor, and the Sheriff Department Report be received.

Sergeant Archer was present to answer questions. He noted that the false alarms are down since the false alarm ordinance was adopted. Also Deputy Ballou obtained a confession in the home invasion case.

Phillips commented on the Assessor's Report: the Assessing Department did well in meeting the State standards. There is some reduction in market values which in the case of new homes will bring a decrease in taxable value.

The motion to receive the reports carried.

C. OCTOBER FINANCIAL STATEMENTS – ALL FUNDS

It was moved by McKinney, supported by Green, that the October Financial Statements for all funds be received.

The motion carried.

8. COMMUNICATIONS

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A. PARK COMMISSION – NORTH PROSPECT PARK

The Park Commission has named the parcel of land on Prospect north of Ford which was purchased with the new Fire Hall “North Prospect Park”.

It was moved by Williams, supported by Caviston, that the Superior Charter Township Board receive the communication from the Park Commission that they named the park North Prospect Park.

The motion carried.

B. YPSILANTI CHARTER TOWNSHIP – OPPOSING LOCAL BRIDGE COST SHARING

The Washtenaw County Road Commission informed all local governments that 50% of the cost of repairing local bridges would have to be covered by the local government. Ypsilanti Charter Township adopted a Resolution urging the Road Commission to fully fund the local bridges.

It was moved by Williams, supported by Caviston, that the communication from Ypsilanti Charter Township be received.

The motion carried.

C. YORK CHARTER TOWNSHIP – OPPOSING LOCAL BRIDGE COST SHARING

York Charter Township adopted a similar Resolution.

It was moved by Williams, supported by Caviston, that the communication from York Charter Township opposing local bridge cost sharing be received.

The motion carried.

D. HARC – PROPOSED COMMUNITY FOCUS GROUP

In September the Board voted to stop the needle exchange program that the HIV/AIDS Resource Center had been running as an experiment for five years. In October Lemont Gore came to the Board and asked for reconsideration of the issue as the needle exchange program prevents the transmission of HIV/AIDS and Hepatitis C. McFarlane reminded Gore

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that the program was experimental and complaints from citizens was the reason the Board stopped the program. McFarlane told Gore to consider alternatives to the program and return in three months.

In a letter dated November 30, 2006, Gore suggested that a community focus group be established to discuss issues involving the HARC outreach program in relation to the needs and desires of the community. He requests that one or two Superior Township Board members serve on the focus group along with representatives from the community, law enforcement, and health services.

It was moved by Caviston, supported by Green, that the letter from Lemont Gore of HIV/AIDS Resource Center be received

The motion carried.

9. UNFINISHED BUSINESS

There was none.

10. NEW BUSINESS

A. HIRE FIRE CHIEF

Fire Chief Garvin Smith is going to retire in March. The position of part-time Fire Chief was advertised in the Ann Arbor News, the Michigan Chronicle, the Ypsilanti Courier, the Township website, and Southeastern Michigan Chiefs website. Eight candidates expressed interest in the position and four candidates were interviewed by Chief Smith, Supervisor McFarlane, and Treasurer McKinney.

The committee recommended Mr. James Roberts for the part-time position. Mr. Roberts is currently the Ypsilanti City Fire Chief and will be submitting his retirement request to the City, giving the City one month notice, providing approximately one month for the transition before Chief Smith retires.

Mr. Roberts has been a firefighter for the City since 1969 and Chief since 1987. He has also been Fire Marshal, Fire Inspector, and an emergency Medical Technician. He is a Vietnam Veteran and has extensive specialty training in fire and emergency fields. He and his wife, Bonnie were present at the meeting. Mr. Roberts said that he was very happy to be a part of the Superior Charter Township Fire Department.

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It was moved by Caviston, supported by Lewis, that the Superior Charter Township Board concur with the recommendation of the administrative staff and hire James Roberts as Superior Charter Township Fire Chief at 20 hours per week (minimum), at a salary of \$36,000.00 per year which includes mileage, with the standard benefit package for part-time employees which includes vacation, sick, and personal time, pension, and standard holidays.

The motion carried unanimously.

B. ORDINANCE 134-46 – PLYMOUTH NURSERY – C-2 AND A-1 TO PC

Plymouth Nursery moved to 9900 Ann Arbor-Plymouth Road in 1973 and is a retail garden, landscape, and plant business. In addition they provide landscape design and installation services. The present facilities are not adequate for the volume of business they handle today. By combining the C-2 and A-1 zoning districts to a Planned Community District Plymouth Nursery will be granted the flexibility necessary to meet future expansions while assuring the Township that an orderly plan will be followed. The Planning Commission recommended approval on September 27, 2006, and on November 30, 2006 the Zoning Board of Appeals granted a variance to reduce the required front yard setback from 50 feet to 40 feet to allow the expansion of the existing parking lot.

Jeff Jones, owner of Plymouth Nursery, was present at the meeting.

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
ORDINANCE # 134-46**

The Board of Superior Charter Township of Washtenaw County, Michigan, hereby ordains that Ordinance Number 134, being the Superior Charter Township Zoning Ordinance, adopted August 4, 1997, and effective August 21, 1997, as amended, be amended as follows:

SECTION I

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Superior Charter Township Ordinance Number 134, designated Superior Charter Township Zoning Ordinance, adopted August 4, 1997 and effective August 21, 1997, as amended, and the zoning district map attached thereto and made a part thereof, are hereby amended by rezoning the following described property in Superior Township, Washtenaw County, Michigan, from the present zoning of C-2 (General Commercial) and A-1 (Primary Agriculture) to PC (Planned Community):

Commencing at the Southeast corner of Section 2, T2S, R7E, Superior Township, Washtenaw County, Michigan; thence NORTH 967.94 feet along the East line of said Section and the centerline of Gotfredson Road to the POINT OF BEGINNING; thence S89°10'18"W 797.19 feet; thence NORTH 440.96 feet; thence N67°13'40"E 266.27 feet; thence N13°01'20"W 550.29 feet; thence N67°13'40"E 732.70 feet along the centerline of Plymouth Road; thence SOUTH 1352.24 feet along the East line of said Section and the centerline of Gotfredson Road to the Point of Beginning. Being a part of the Southeast ¼ of Section 2, T2S, R7E, Superior Township, Washtenaw County, Michigan and containing 19.31 acres of land, more or less. Being subject to the rights of the public over that portion of Plymouth Road and Gotfredson Road, as occupied. Also being subject to easements and restrictions of record, if any.

SECTION II

The Area Plan of Plymouth Nursery dated September 5, 2006, shall constitute the Approved Area Plan.

SECTION III

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

CERTIFICATION

I, Kay Williams, Clerk of the Charter Township of Superior, Washtenaw County, Michigan, hereby certify that this is a true copy of an Ordinance adopted by the Superior Charter Township Board for first reading at a regular meeting held on December 18, 2006, and for final reading on January 2, 2007. This Ordinance shall become effective on the eighth day following publication of second and final reading, or such later date as may be provided herein or by law.

William McFarlane, Supervisor

Kay Williams, Clerk

Roll call vote:

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

Nays: None

The motion carried.

C. NEXTEL DEVELOPMENT AGREEMENT

Nextel has final site plan approval and is ready for construction of the tower at the site on Frains Lake Road between Cherry Hill and Ford. The engineering is complete and approvals have been obtained. The Development Agreement has been reviewed by the Township Staff and Nextel attorneys.

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

**SUPERIOR CHARTER TOWNSHIP
DEVELOPMENT AGREEMENT
NEXTEL COMMUNICATIONS- CELLULAR COMMUNICATIONS TOWER**

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the 18th day of December, 2006, by and between Nextel West Corp., whose address is 27755 Stansbury Blvd. Farmington Hills, MI 48334 (the "**Developer**"), and Paul and Betty Meyer whose address is 7485 Cherry Hill Road, Ypsilanti, MI 48198 (the "**Owner**"), 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 lease a 100' x 100' portion of land for the purpose of constructing a 170' monopole tower with cellular telephone antenna apparatus, structured for an additional three cellular carriers, on an overall parcel consisting of 32.96 acres in Section 16 of Superior Township, which real property is currently consisting of agricultural land located on Cherry Hill Road described on Exhibit "A" attached hereto and made a part of this Agreement.
- B. WHEREAS**, the Developer desires to construct the 170' monopole tower and an unmanned prefabricated radio equipment building (12' x 20') at the base of the said tower pursuant to the Superior Township Zoning Ordinance No.134, as amended and pursuant to all applicable Articles and Sections; and

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- 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, 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 August 23, 2006, the Township's Planning Commission passed a motion to approve the final site plan for the Development conditioned upon the engineering and planning issues raised by the Township Engineer and Township Planner being resolved.
- F. 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
- G. 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 property is zoned A-1 (Primary Agriculture) and for purposes of recordation shall be referred to as Nextel Communications Cellular Tower Development.

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- 1.3 Approval of Final Site Plan.** The final site plan, dated 8-9-06, a copy of which is attached hereto and made a part hereof, has been approved pursuant to the authority granted to and vested in the Township pursuant to Act No. 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 Planning Commission, the Township Zoning Board of Appeals, consultants and departments of the Township and that all of the conditions will be satisfied by the Developer.
- 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, the Owner, and/or their respective successors and assigns. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of the Development. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or the successor or assignee of a party shall be deemed an intended contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof.

**ARTICLE II
PROVISIONS REGARDING DEVELOPMENT**

- 2.1 Permitted Principal Uses.** The only permitted principal uses within the Development shall consist of the following:
- The construction of a 170' monopole tower with cellular telephone antenna apparatus
 - An unmanned prefabricated 12' x'20 radio equipment building at the base of the tower
 - A fence and landscaping in accordance with the approved final site plan
 - A gravel driveway to the site from Frains Lake Road.
- 2.2 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

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- engineering plans are reviewed and approved. Township agrees that all plan reviews required by its engineer shall be "turned-around" expeditiously.
- 2.3 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 3.25 of the Superior Township Zoning Ordinance.
- 2.4 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.
- 2.5 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 **\$84,000** 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, lighting, and storm drainage systems. The Developer shall deliver such security (or deposit such funds) to assure the construction of the site improvements as stated above. The Developer shall deposit such funds **before the pre-construction meeting** with the Township Treasurer's Office in the form of a cash, bond, or irrevocable letter of credit (whichever Developer may elect), payable to the Charter Township of Superior. The bond or irrevocable letter of credit shall state "Security for Site Improvements as stated in Section 2.7 of the Development Agreement for Nextel Communications Cellular Tower Development". The **\$84,000** 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.
- 2.6 Fees and Escrow Amounts.** The Developer shall also pay to the Township **\$6,700 prior to scheduling the pre-construction meeting** as an escrow to cover the costs of inspection of the site to be constructed as a part of the Development. Any remaining balance in the escrow shall be returned to the Developer upon

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completion and final acceptance by the Township.

2.7 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.

2.8 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.

2.9 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 2.9 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.

2.10 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.

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- 2.11 Subleasing.** Nextel Communications Cellular Tower Development shall allow co-locations of other antenna apparatus to other communications companies to prevent the proliferation of monopole towers in the area. If requested by the Township, Developer shall sublease to the Township for Wireless Washtenaw, the County's wireless internet system, at a height agreeable to both parties, rent-free.
- 2.12 Site Restoration.** If circumstances dictate the disuse of the tower and equipment building, the site shall be restored to its original condition.

**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 and the Charter Township of Superior.
- 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.

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- 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 Developer 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 Nextel West Corporation, a Delaware 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:

Nextel West Corporation.

A Delaware Corporation.

By: Brian J. Wegner
Its: Manager of Site Development
Central Region

STATE OF

COUNTY OF

The foregoing instrument was (*choose one*) attested or acknowledged before me this _____ day of _____, 20____, by (*choose one*) _____ as an individual, _____, as _____ of _____

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_____, a _____
corporation, on behalf of the corporation, or _____,
partner or agent on behalf of _____, a _____
_____ partnership.

(AFFIX NOTARIAL SEAL)

(OFFICIAL NOTARY SIGNATURE)
NOTARY PUBLIC STATE OF

My commission expires:

(PRINTED, TYPED OR STAMPED NAME OF
NOTARY)
COMMISSION NUMBER:

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
_____, 2006, by William A. McFarlane, Supervisor of the Charter
Township of Superior, a Michigan municipal corporation, on behalf of the corporation.

Notary Public

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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

Tax Code – 10-16-300-010

Parent Parcel

County of Washtenaw, Township of Superior, State of Michigan, described as follows: part of the southwest ¼, section 16, town 2 south, range 7 east, beginning at the south ¼ corner of section 16; thence south 87 degrees 09 minutes 45 seconds west 673.30 feet; thence north 01 degrees 29 minutes 35 seconds west 2117.98 feet; thence north 88 degrees 28 minutes 05 seconds east 685.44 feet; thence south 01 degrees 09 minutes 26 seconds east 2102.71 feet to the point of beginning.

Proposed Nextel Lease Area Description

Part of the southwest ¼ of Section 16, town 2 south, range 7 east, Township of Superior, Washtenaw County, Michigan, described as commencing at the south ¼ corner of said section; thence N01°36'54"W along the north-south ¼ line of Section 16 a distance of 1785.83 feet; thence S88°26'02"W a distance of 33.00 feet to the westerly right of way of Frains Lake Road; thence continuing S88°26'02"W a distance of 26.62 feet; thence S01°33'58"W a distance of 50.28 feet; thence S45°11'55"W a distance of 119.84 feet; thence S88°59'52"W a distance of 122.61 feet; thence N01°33'58"W a distance of 40.00 feet; thence S88°59'52"W a distance of 40.00 feet to the point of beginning; thence S01°33'58"E a distance of 78.50 feet; thence S88°26'02"W a distance of 100.00 feet; thence N01°33'58"W a distance of 100.00 feet; thence N88°26'02"E a distance of 100.00 feet; thence S01°33'58"E a distance of 21.50 feet to the point of beginning. Said lease contains 10,000 square feet.

Nextel Access/Utility Easement Description

A twenty foot wide easement for ingress/egress and the installation and maintenance of utilities over/under and across all that part of the southwest ¼ of section 10, town 2 south, range 7 east, Township of Superior, Washtenaw County, Michigan, having a northerly

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line described as commencing at the south ¼ corner of said section; thence N01°36'54"W along the north-south ¼ line of Section 16 a distance of 1785.83 feet; thence S88°26'02"W a distance of 33.00 feet to the westerly right of way of Frains Lake Road and the point of beginning; thence continuing S88°26'02"W a distance of 26.62 feet; thence S01°33'58"W a distance of 50.28 feet; thence S4511'55"W a distance of 119.84 feet; thence 8859'52"W a distance of 122.61 feet; thence N0133'58"W a distance of 40.00 feet to a point where said easement becomes 60 feet wide; thence S8859'52"W a distance of 40.00 feet to the point of ending; the sidelines of said easement are lengthened and/or shortened to begin at the westerly right-of-way of Frains Lake Road and terminate at the easterly line of the above described lease site.

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, Caviston, Green, Lewis, Phillips

Nays: None

The motion carried.

**D. EXTENSION OF PROSPECT POINTE TENTATIVE
PRELIMINARY PLAT**

Although Phase I of Prospect Pointe is currently under construction, and Phase II has final plat approval, the entire subdivision is still at tentative preliminary plat stage and the approval is expiring.

It was moved by Williams, supported by Caviston, that the Superior Charter Township Board extend the tentative preliminary plat for Prospect Pointe Subdivision for two years until January 4, 2009.

Roll call vote:

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

Nays: None

The motion carried.

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E. SEWER RATE DECREASE

It is unusual for a rate decrease to occur, but the 30-year bonds for the wastewater treatment plant have been paid and the Township Utility Department no longer needs to pass on the cost of the bonds to our utility customers. Therefore, the Township is able to lower the sewer rate for our Utility customers.

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

SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
December 18, 2006

AN AMENDMENT TO THE RESOLUTION ADOPTED
FEBRUARY 27, 1996, TO DETERMINE RATES, FEES, AND CHARGES
RELATED TO SEWER AND WATER SERVICES PROVIDED BY THE
TOWNSHIP'S UTILITY DEPARTMENT

WHEREAS, this Board is authorized by statute and by the provisions of Township Ordinance No. 133 to determine by resolution rates, fees and charges for services and benefits by Township's sewer and water systems; and

WHEREAS, the Ypsilanti Community Utility Authority (YCUA) has decreased the charge for sewer to Superior Charter Township by \$0.371, and

WHEREAS, this Board finds that the amended proposed schedule of fees is reasonable and necessary for the continuing operations of the Township Utility System and consistent with the past practices and policies of the Township;

NOW, THEREFORE, BE IT RESOLVED, that the Superior Charter Township Board does hereby determine that the fees for services and benefits furnished by the Township's sewer and water systems shall be amended as set forth in the attached Schedule A; and

BE IT FURTHER RESOLVED that the Township Clerk shall cause a certified copy of this Resolution, together with the attached Schedule A, to be published in the Ypsilanti Courier within 30 days after the date of passage of this Resolution and the fees and charges set forth in Schedule A shall become effective on the day after such publication.

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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 December 18, 2006.

Kay Williams, Superior Township Clerk

Date Certified

SCHEDULE A
December 18, 2006

AMENDMENT TO PARAGRAPH 1 SECTION A OF THE RESOLUTION ADOPTED FEBRUARY 27, 1996, SCHEDULE OF RATES AND FEES, AND CHARGES RELATED TO SEWER AND WATER SERVICES PROVIDED BY THE TOWNSHIP'S UTILITY DEPARTMENT.

1. Service Rates:

A. Water, sewer and surcharge for wastewater treatment for Township customers served from the YCUA system through Ypsilanti Township.

Water	\$3.285 per 100 cubic feet
Minimum quarterly billing	\$32.85 (1000 cubic feet)
Sewer	\$2.502 per 100 cubic feet
Minimum quarterly billing	\$25.02 (1000 cubic feet)

NOTE: All sewer rates and surcharges are based on water usage, except to the extent of water metered through a separate "Water-only" meter.

Roll call vote:

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

Nays: None

The motion carried.

F. ADDITIONAL INSURANCE FOR LEGAL DEFENSE

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The Township currently has a liability limit of \$100,000.00 for legal services arising from law suits pertaining to zoning and planning issues. This limit is for law suits which are started from incidents that happened in a particular calendar year. Litigation costs are extremely high and one trial may drain the entire year's allotment. The Administrative Staff requested MCM Group, Inc., the Township's insurance carrier, to submit quotes for increased liability:

Increase Limit to \$500,000 with \$10,000 Deductible	\$ 6,300.00
Increase Limit to \$1,000,000 with \$25,000 Deductible	20,000.00

It was moved by McKinney, supported by Caviston, that the Superior Charter Township Board authorize the increase in the Township's Zoning Limit of Liability for legal defense to \$500,000.00 with a \$10,000.00 Deductible at a cost of \$6,300.00 from MCM Group, Inc. and further that the increase be paid from the Legal Defense Fund.

Roll call vote:

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

Nays: None

The motion carried.

G. YPSILANTI DISTRICT LIBRARY AGREEMENT – FIRE SUBSTATION LEASE

In August the residents of Superior Charter Township in the Plymouth-Canton, Willow Run, and Ypsilanti School Districts voted to become part of the Ypsilanti District Library. In order to better serve these residents the Library will be leasing the community room at the Fire Substation at Harris and MacArthur as a mini-branch library until a permanent branch can be built. They have ordered furniture, carpet, shelving, computers, books, magazines and audio visual materials and hope to open in January. The Township administrative staff felt that there should be a formal lease of the building even though the building is being used virtually rent-free.

It was moved by Williams, supported by McKinney, that the Superior Charter Township Board authorize the Supervisor to sign the following lease of the Fire Substation Community Room to the Ypsilanti District Library:

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Roll call vote:

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

Nays: None

The motion carried.

H. 2006 BUDGET AMENDMENTS

It was moved by Caviston,, supported by Green, that the Superior Charter Township Board amend the following 2006 Budgets:

General Fund

Increase the following line items:

101-000-451-000	Election Reimbursements	\$ 2,893.00
101-000-695-075	Grants	92,000.00
101-266-947-014	Non-Motorized Trail	105,373.00
101-410-801-016	No-Project Planning	3,000.00
101-410-801-011	Non-Project Engineering	1,500.00

Decrease the following line items:

101-000-607-033	Engineering Review Base Fees	\$ 5,000.00
101-000-607-075	Charges above Base – Planning	47,000.00
101-000-609-050	Building Fund Contribution	14,000.00
101-101-851-000	Insurance	2,000.00
101-101-900-000	Printing	1,000.00
101-101-900-050	Printing & Publishing Newsletter	4,300.00
101-965-965-000	Transfer to Reserve	18,400.00
101-890-890-000	Contingencies	5,000.00
101-253-716-055	Treasurer Assistant Health Insurance	1,800.00
101-253-716-075	Treasurer Assistant Pension	1,100.00
101-410-801-012	Engineering Review Costs	7,380.00
101-410-801-020	Project Costs above Base	15,000.00
101-210-801-075	Legal Fees/Package Sewer Project	20,000.00
101-101-958-000	Memberships & Dues	2,500.00
101-258-980-000	Computer Equipment	2,500.00

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Fire Fund

Increase the following line item:

206-336-716-000	Health Insurance	\$ 6,300.00
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Decrease the following line item:

206-336-920-000	Utilities	6,300.00
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Park Fund

Increase the following line item:

508-755-740-001	Operating Supplies	\$ 2,500.00
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Decrease the following line item:

508-751-920-000	Utilities	2,500.00
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Building Fund

Increase the following line item:

249-371-202-000	Accountant	\$ 5,400.00
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Decrease the following line items:

249-371-258-000	Computer Department	5,400.00
249-000-699-000	Appropriation from Reserves	10,000.00
249-965-965-050	Transfer to Accrued Absences	10,000.00

Roll call vote:

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

Nays: None

The motion carried.

I. RESOLUTION TO AUTHORIZE THE SIGNING OF CHECKS

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The Treasurer needs to open a new account for the Legal Defense Fund.

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

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
December 18, 2006**

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 Legal Defense Account, and

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

NOW, THEREFORE, BE IT RESOLVED that Brenda L. McKinney, Treasurer, Katena Monk, Deputy Treasurer, Kay Williams, Clerk, and William McFarlane, Supervisor, shall be designated to serve as Authorized Signers for the JPMorganChase Account Number 707976858, and

BE IT FURTHER RESOLVED that the above does not negate previous Resolutions authorizing the signatures of William McFarlane, Kay Williams, Brenda McKinney, and Katena Monk, and

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

THE RESOLUTION WAS DECLARED ADOPTED.

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 December 18, 2006.

Kay Williams, Superior Charter Township Clerk

Roll call vote:

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

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Nays: None

The motion carried.

11. PAYMENT OF BILLS

It was moved by McKinney, supported by Caviston, that the bills be paid in the as presented.

The motion carried.

12. PLEAS AND PETITIONS

Phillips asked about the wetlands mitigation in Sections 21 and 22. There may be an adverse impact on some of the homes. He felt that the DEQ should hold a public hearing to keep our residents informed.

It was moved by Phillips, supported by McKinney, that the Superior Charter Township Board request a public hearing on File No. 06-81-0084-P, on the proposal to establish approximately 26 acres of wetland as required by a Consent Judgment and approximately 66 acres of wetland as a mitigation bank.

The motion carried.

Phillips noted that the Planning Commission will be reviewing the final site plan for CVS and Board members showed the Board the new elevations for the building. The Board unanimously indicated that they liked the proposed design.

13. ADJOURNMENT

It was moved by McKinney, supported by Caviston, that the meeting adjourn.

The motion carried and the meeting adjourned at 8:35 p.m.

Respectfully submitted,

Kay Williams, Clerk