

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
MARCH 16, 2009
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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 March 16, 2009, 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, David Phillips, Nancy Caviston, Roderick Green, Lisa Lewis, and Alex Williams. Treasurer McKinney was absent.

4. ADOPTION OF AGENDA

It was moved by Caviston, seconded by Green, to adopt the agenda as presented.

The motion carried by a voice vote.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF MARCH 2, 2009

It was moved by Caviston, supported by Green, to approve the minutes of the regular Board meeting of March 2, 2009, as presented.

The motion carried by a voice vote.

6. CITIZEN PARTICIPATION

A. NON-AGENDA ITEMS

Jan Berry, Chairperson of the Park Commission, indicated the Park Commission would like to re-apply for a Michigan DNR grant to install a handicap accessible boardwalk and observation deck at the Cherry Hill Nature Preserve. The application is due April 1, 2009 and requires the Supervisor's signature.

It was moved by Lewis, seconded by Green, to approve Supervisor McFarlane to sign the grant application.

The motion carried by a voice vote

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7. REPORTS

A. SUPERVISOR

The Supervisor reported on the following:

The Township will be mailing out the "Superior Scenes" newsletter in April. The Supervisor will report in the newsletter that the Board is considering a modest millage reduction for both the Fire and Law millage in order to reduce the tax burden during these difficult financial times. He encouraged residents to clean-up the road in front of their home, and/or adopt a section of a road to clean. Municipalities are continuing to participate in regional cooperation. This saves tax dollars and sometimes improves services. The Board of Review has been functioning well. Superior Township allows fifteen minutes for each appeal. Some neighboring communities allow only three minutes for each appeal. The Township's total taxable value will be reduced by a modest amount. Township officials meet with the Sheriff's management on a regular basis. Officials have requested the Sheriff's management to be proactive on addressing crime. This can include activities outside of regular police patrolling, such as community events or activities for youth. The Salem Township deputy will be working out of Superior Township's police substation. In exchange for this amenity, the Salem deputy will be entering information on the e-mail alert system so that residents and the neighborhood watch organization can be informed of recent crimes. The auditors started their annual review of the Township's records. They have found everything to be in good shape and have commented that the Township is in good financial shape. They will report their findings to the Board and the public at the May 4, 2009 Board meeting. Township staff and the Roads Committee completed a tour of the Township's roads today. Areas needing repair have been identified. The Township will request estimates on the cost of the repair projects. On April 20, 2009, the Washtenaw County Road Commission will be making their annual presentation to the Board.

B. DEPARTMENT REPORTS: BUILDING DEPARTMENT, FIRE DEPARTMENT, FIRE MARSHALL, ORDINANCE REPORT, SHERIFF DEPARTMENT,

It was moved by Caviston, seconded by Green, that the Building Department, Sheriff Department, and Utility Department Monthly Report be received.

The motion carried by a voice vote.

8. COMMUNICATIONS

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A. BRENDA BAKER, RESIGNATION FROM THE WETLANDS BOARD

In her e-mail dated March 9, 2009, Brenda Baker resigned from the Wetlands Board effective March 1, 2009 because she was appointed to the Planning Commission effective March 1, 2009.

It was moved by Caviston, seconded by Lewis to receive the communication and accept Brenda Baker's resignation.

The motion carried by a voice vote.

9. UNFINISHED BUSINESS

A. STPC #08-11, VILLAS AT HONEY CREEK AREA PLAN-AMENDMENT

At the regular meeting of the Superior Charter Township Board of Trustees March 2, 2009, the Board approved for first reading STPC #08-11 Villas at Honey Creek Area Plan Amendment dated 11/20/08 and rezoning from PC (Planned Community) to A-1 (Essential Agriculture).

It was moved by Phillips, seconded by Green, that the Superior Charter Township Board concurs with the recommendation of the Planning Commission and adopts the following Ordinance for second reading:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
ORDINANCE # 174-01**

Villas at Honey Creek Area Plan - Amendment

The Board of Superior Charter Township of Washtenaw County, Michigan, hereby ordains that Ordinance Number 174, being the Superior Charter Township Zoning Ordinance, adopted August 4, 2008, and effective August 14, 2008, as amended, be amended as follows:

SECTION I

Superior Charter Township Ordinance Number 174, designated Superior Charter Township Zoning Ordinance, adopted August 4, 2008 and effective August 14, 2008, as amended, and the zoning district map attached thereto and made a part thereof, are hereby amended by removal of the following described property in Superior Township, Washtenaw County, Michigan from the Area Plan of Villas at Honey Creek dated 2-22-06:

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Beginning at the Southwest corner of Section 5, T2S, R7E, Superior Township, Washtenaw County, Michigan; said Southwest corner of Section 5 being the PLACE OF BEGINNING; thence N00°13'34" E 871.72 feet along the West Line of Section 5; thence N89°20'28" E 576.67 feet; thence S00°13'25" W 871.71 feet to the South Line of Section 5; thence S89°20'26" W 567.70 feet along the South Line of Section 5 to the PLACE OF BEGINNING. Containing 11.54 acres of land, more or less, subject to easements, conditions, restrictions and exceptions of record, if any.

SECTION II

The zoning district of the above-described parcel is hereby changed from PC (Area Plan) to A-1 (Agriculture.)

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, David Phillips, 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 March 2, 2009, and for the second and final reading on March 16, 2009. 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

David Phillips, Clerk

Roll call vote:

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

Nays: None

The motion carried.

The Motion Carried.

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10. **NEW BUSINESS**

**A. HYUNDAI KIA AMERICA TECHNICAL CENTER (“HATCI”)
MAPPING DYNAMOMETER FACILITY FIRST AMENDMENT TO THE
DEVELOPMENT AGREEMENT**

Hyundai America Technical Center, Inc. (HATCI) submitted a petition to the Planning Commission to construct a 30’ x 60’ (1,800 square foot) structure to house a mapping dynamometer facility. This structure is a one story, steel sided structure, similar to a pole barn. It will not have water or sewer facilities, and will be located south of the existing main building. At the regular meeting of the Superior Charter Planning Commission on February 25, 2009, the addition of the building was approved as a minor change and the amendments to the Area Plan dated 1/10/03 and the Final Site Plan dated 4/19/04 were also approved. Since a Development Agreement for the original construction was entered into on May 28, 2004, this new construction will require a First Amendment to the original Development Agreement. Township Attorney, John Etter, has already reviewed the document. As a result of HATCI’s review, there may be minor changes, in which case the Township Attorney will perform a final review of the document.

It was moved by Phillips, seconded by Lewis, that the Superior Charter Township Board authorize the Supervisor to sign the following Development Agreement Hyundai Kia America Technical Center First Amendment (To Add a Mapping Dynamometer Facility) between Hyundai America Technical Center, Inc., and Superior Charter Township upon final review and recommendation from John Etter, Township Attorney.

**Superior Charter Township
Washtenaw County, Michigan**

**DEVELOPMENT AGREEMENT
Hyundai Kia America Technical Center
First Amendment (To Add a Mapping Dynamometer Facility)**

This First Amendment to the Development Agreement (the “First Amendment”) is dated as of the sixteenth day of March 2009 and is the first amendment to the Development Agreement (“*Agreement*”) entered into as of **May 28, 2004**, by and between Hyundai Motor America, a California corporation (“*Owner*”), whose address is 10550 Talbert Ave, Fountain Valley, Ca. 92708 and Hyundai America Technical Center, Inc., a

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Michigan corporation ("*Applicant/Developer*"), whose previous address was 5075 Venture Drive, Ann Arbor , Michigan 48106, and whose current address is 6800 Geddes Road, Superior Township, MI 48198 and the Charter Township of Superior, a Michigan Municipal Corporation (*the "Township"*), whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198. The Agreement was Recorded on the 16th day of June 2004, in Liber 440 Page 17, with Washtenaw County Register of Deeds. This First Amendment amends the Agreement only as follows:

RECITALS:

- A. WHEREAS**, the Owner/Applicant/Developer desires to construct a new one story, steel sided building consisting of approximately 1,800 square feet which will house the Mapping Dynamometer Facility (the "Facility"). The Facility will not be serviced by water or sewer, will have limited exterior lighting and the cost of the building and related improvements is estimated to be \$55,000, not inclusive of the testing equipment;
- B. WHEREAS**, the Owner/Applicant/Developer desires to develop the new Facility pursuant to Section 7.106 and 10.12 as well as additional area plan requirements in Article 7 and Article 10 of the Superior Township Zoning Ordinance;
- C. WHEREAS**, the subject property consisting of 60 acres, upon which the Facility will be constructed, is located at the SW corner of Geddes and Leforge Roads ("*the Property*");
- D. WHEREAS** the legal description of the site is as follows:

Beginning at the Northeast Corner of Section 32, T2S, R7E, Superior Township, Washtenaw County, Michigan; thence South 02 degrees, 12 minutes, 36 seconds East 2178.18 feet along the East line of said Section and the centerline of Le Forge Road; thence South 87 degrees, 03 minutes, 35 seconds West 1200.10 feet; thence North 02 degrees 12 minutes, 36 seconds West 2178.18 feet to a point on the North line and said Section and the centerline of Geddes Road; thence North 87 degrees, 03 minutes 35 seconds East 1200.10 feet along said North line and said centerline to the Point of Beginning. Being a part of the east ½ of the Northeast ¼ of section 32, T2S, R7E, Superior Township, Washtenaw County, Michigan and containing 60 acres of land, more or less, and being subject to the rights of the public over westerly 33 feet of Le Forge Road and the Southerly 33 feet of Geddes Road;

- E. WHEREAS**, all parking and drives for the Facility are to be concrete;

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- F.** **WHEREAS**, the purpose of the Facility is for automotive testing and research and shall enhance international operations of Hyundai Motor Company;
- G.** **WHEREAS**, the Owner/Applicant/Developer desires to build all necessary infrastructure, such as, but not limited to, storm sewers, water main, drainage facilities, storm detention basins, sanitary sewer extension, driveways, sidewalks, curb and gutter, parking improvements, lighting and landscaping, without the necessity of special assessments by the Township;
- H.** **WHEREAS**, the Owner/Applicant/Developer desires to install the lot grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the additional drainage of stormwater from the development in such a manner as to avoid damage to any adjacent property or any adjacent lot, from an increase in the flow or decrease in water quality of stormwater from the subject development;
- I.** **WHEREAS**, all contracts, maintenance agreements, approvals, and conditions agreed to by the Owner, Owner/Applicant/Developer and the Township remain in effect including, but not limited to, conditions of all approvals by the Township regarding zoning and site plan approval on the subject site, maintenance of the public walking trail, engineering approvals, and permits that may have been issued by appropriate governmental review agencies for the subject site;
- J.** **WHEREAS**, on **February 25, 2009** the Township's Planning Commission passed a motion to approve the proposed changes to the original area and final site plan for the Owner/Applicant/Developer's Mapping Dynamometer Facility as a minor change based upon items within the Township's Planner and Engineer reports;
- K.** **WHEREAS**, on **February 25, 2009** the Township's Planning Commission passed a motion to approve the amended area plan and final site plan for the Owner/Applicant/Developer's Mapping Dynamometer Facility based upon items within the Township's Planner and Engineer reports. This approval was conditioned upon the Owner/Applicant/developer satisfactorily completing, prior to final engineering approval, all required items delineated in the Township's Engineer's report;
- L.** **WHEREAS**, the approved amended final site plan for the Facility is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Property;

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- M. WHEREAS**, Section 14.03 of the Zoning Ordinance, effective August 14, 2008, 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, Applicant/Developer and the Owners of the site, their successors-in-interest, and assigns.

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

**ARTICLE I
GENERAL TERMS**

- 1.1 Recitals Part of Agreement.** The Owner/Applicant/Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this Amendment.
- 1.2 Zoning District.** The Township acknowledges and represents that the Property is zoned Planned Manufacturing District (PM) for the Facility and for purposes of recordation shall be referred to as the **Hyundai Kia America Technical Research and Development Center Project Mapping Dynamometer Facility**. This district is intended to permit and encourage development of environmentally clean and safe research and development facilities in a landscaped, low-density, campus-type environment, devoid of nuisance factors commonly found in standard industrial districts; encourage uses that support research and technology uses to develop in stages and in a planned, coordinated manner, according to an overall development plan; provide facilities and services necessary for the health, safety, welfare, and convenience of employees, customers, and visitors; encourage provision of open spaces, and protect and preserve natural features by incorporating such features into the plan for the district; prevent uses in the PM District from creating any dangerous, injurious, noxious, or otherwise objectionable condition that might result from fire, explosion, or radioactivity; noise or vibration; or pollution; and encourage development that will incorporate the best features of modern land design. The maximum Ground Floor Coverage is twenty percent (20%) and the maximum Floor Area Ratio is 0.40. The sum of the Ground Floor Area of all buildings and the area in parking spaces, drives, and loading spaces shall not exceed fifty percent (50%) of the area of the lot.

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- 1.3 Approval of Site Plan.** The amended area plan dated January 19, 2009 and approved February 25, 2009 and the amended final site plan dated January 19, 2009 and approved February 25, 2009 copies of which are attached hereto and made a part hereof, has been approved pursuant to the authority granted to and vested in the Township pursuant to Public Act 110 of 2006, as amended.
- 1.4 Conditions of Site Plan Approval.** The Owner/Applicant/Developer and the Township acknowledge that the approved engineering plans for the Facility incorporate 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 the Agreement and this Amendment 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 mutually agreed to in writing by the Township, the Owner/Applicant/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 principal use within the Hyundai Kia America Technical Center and the Facility shall be for automotive testing and research with accessory administrative offices, laboratories and maintenance facilities as depicted on the Township's approved amended 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 and/or replaced on the amended final site plan shall be protected from encroachment by tree fencing installed at the drip line of the trees at all times during all phases of development and, if damaged or removed, shall be promptly replaced by a like variety no less than four (4") inches in diameter.
- 2.4 Use of Detention Areas; Use of Open Space and Detention Areas.** Certain portions of the Development as defined herein are to be used for storm water retention and drainage, recreation, open space, and wetland purposes as depicted in the approved drainage plan and/or site plan. Except for sidewalks, landscaping

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improvements, storm drainage improvements, utilities or other improvements required to be installed by the Owner/Applicant/Developer and which are depicted on plans and specifications approved by the Township, no improvements shall be installed or constructed within any designated common element open space area or detention area without the prior approval of the Township as required by Township ordinance, which approval shall not unreasonably be conditioned or withheld.

2.5 Schedule for Improvements in General Common Element Open Space Areas and Detention Areas. Owner/Applicant/Developer has provided to the Township a layout showing all "General Common Element Open Space Areas and Detention Areas" and the improvements which the Owner/Applicant/Developer proposes to install therein; which are reflected in the approved final site plan dated April 28, 2004 of the Development, and the amended final site plan dated January 19, 2009. For purposes of this Agreement, the walking paths which are being installed by the Owner/Applicant/Developer are not considered part of the General Common Elements Areas and are being installed as part of the Landscape Plan in Section 2.10 of this Amended Agreement.

2.6 Responsibility to Preserve, Retain, and Maintain General Common Element Areas. During the period of construction the Owner/Applicant/Developer shall regularly remove all construction debris and rubbish from the General Common Element areas within the Development, including such General Common Element Areas as are to be established as Open Space and Detention Areas. Subject to that continuing responsibility, Owner/Applicant/Developer shall retain all responsibility to preserve, retain, maintain and keep up the General Common Element Areas established as "Open Space and Detention Areas", whether arising under this Agreement or any other open space maintenance agreements entered into with the Township or other governmental entities, effective as to any such portion of the General Common Element Areas from and after the date of final acceptance by the Township.

Owner/Applicant/Developer shall notify the Township in writing within thirty (30) days of the date when construction of the General Common Element Open Space and Detention Areas on the site is complete and available for approval.

No burning of any kind will be allowed on the site in conjunction with the construction of the Development and the Facility, including the burning of trees, brush, stumps, or vegetative materials, while clearing the site, or of construction materials during construction.

2.7 General Common Element Open Space and Detention Area Rules. The

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Owner/Applicant/Developer shall be responsible for removing any man-made debris that is deposited in the General Common Element Open Space Areas and Detention Areas during the period of construction and shall maintain the areas to ensure that they are 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 General Common Element 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 amended final site plan or the plans and specifications for the Development which have been approved by the Township.

2.8 Township Right of Enforcement Regarding General Common Element Open Space and Detention Areas. In the event the Owner/Applicant/Developer fails at any time to preserve, retain, maintain or keep up the General Common Element Open Space or Detention 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 General Common Element Open Space and Detention Areas in accordance with this Agreement or Amendment. 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 General Common Element Open Space and Detention Areas from becoming a nuisance, may, but is not obligated to, enter upon the General Common Element Open Space and Detention 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.

2.9 Storm Water Management. No part of any retention/detention pond area located within the Development, or affected by the Facility, shall be allowed to remain in an unkempt condition. All grass and growth located within the Development, or affected by the Facility, shall be maintained and cut in accordance with Township ordinances. The inlets and outlets located within the Development, or affected by the Facility, shall be kept functioning as originally designed and accepted. The Owner/Applicant/Developer has a continuing responsibility to preserve, retain, maintain and keep operational such retention/detention basin areas, inlet and outlet areas, etc., whether arising under this Agreement or any other open space

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

In the event Owner/Applicant/Developer at any time fails to maintain or preserve such retention/detention basin areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township may serve written notice upon the Owner/Applicant/Developer setting forth the deficiencies in the maintenance and/or preservation of the retention/detention basin area, inlet and outlet areas, etc. Said written notice shall include a demand that deficiencies in maintenance and/or preservation be cured within thirty (30) days of the date of said written notice. If the deficiencies set forth in the original notice, or any subsequent written notice thereto, are not cured within such thirty (30) day period or any extension thereof, the Township in order to prevent the retention/detention basin areas, inlet and outlet areas, etc. from becoming a nuisance, may enter upon the retention/detention basin areas, inlet and outlet areas, etc. and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a fifteen percent (15%) 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.

- 2.10 Landscape Plan for Development.** The amended area plan date January 19, 2009 and the amended final site plan dated January 19, 2009 do not require any additions or modifications to the landscaping plan contained in the final site plan dated April 28, 2004.
- 2.11 No Disturbance of Wetlands.** No regulated wetland within the Development shall be modified in any manner by any person or entity unless all necessary permits for such modification have been issued by all governmental units or agencies having jurisdiction over such wetlands within the Development.
- 2.12 Township Wetland Ordinance.** Owner/Applicant/Developer shall comply with the Township's Wetland Ordinance, including such requirements as may be imposed in that ordinance with respect to wetland mitigation. The Owner/Applicant/Developer shall comply with wetland mitigation requirements imposed in connection with the issuance of any permit that may be required from the Michigan Department of Environmental Quality ("MDEQ") and the Owner/Applicant/Developer shall provide the Township with all documentation and correspondence concerning any wetland mitigation process carried out

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pursuant to such approvals as may be issued by the MDEQ. Such Documentation would include, but not be limited to, all wetland monitoring reports, violation notices, or any type of documentation relating to the subject development.

The Owner/Applicant/Developer shall establish such conservation easements as may be required for the preservation of wetland mitigation areas as shown on the approved final site plan. The conservation easements may be modified with proper approval of the Township Planning Commission or Board, which shall not be unreasonably conditioned or withheld.

- 2.13** **Construction Access.** Owner/Applicant/Developer shall take all reasonable measures requested by the Township to reduce any dust or unreasonable amounts of material on the road created by trucks traveling to and from the construction site, when requested in writing by the Township, the expense of which shall be born exclusively by the Owner/Applicant/Developer.
- 2.14** **Continuation of Services.** Owner/Applicant/Developer shall take all reasonable measures to ensure that all vehicle and pedestrian access to the Hyundai Kia America Technical Center shall be maintained.
- 2.15** **Engineering and Certification.**
- A.** Owner/Applicant/Developer shall furnish three mylar As-built Drawing plans signed and sealed by an engineer licensed in the State of Michigan indicating that the site grading, water transmission system, sanitary sewer 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 sewer (sanitary and storm) 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.** Owner/Applicant/Developer shall furnish As-Built Drawing plans in a digital format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings.
- 2.16** **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 amended 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

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cited in Section 1.12(C) of the Superior Charter Township Zoning Ordinance. The Owner/Applicant/Developer will deposit a total of \$ **3,000.00** 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 on the Amended Final Site Plan for Hyundai Kia America Technical Center Mapping Dynamometer Facility as stated in Section 2.5 of the Development Agreement". All site improvements shall be installed as agreed upon between the Owner/Applicant/Developer and the Charter Township of Superior as presented on the amended 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.

2.17 Underground Utilities. Owner/Applicant/Developer shall install all electric, telephone, cable and other communication systems underground in accordance with the requirements of the applicable utility company. The Owner/Applicant/Developer agrees to install all utility infrastructures (water/sewer) as may be prescribed by Ordinance and agrees to extend the water main across the entire frontage of the site as required in the Township Engineering Standards, Section IV.

2.18 Performance Guarantee for Site Improvements. The Owner/Applicant/Developer shall provide security in the form of escrow in the amount of \$18,000.00 prior to the scheduling of the pre-construction meeting as required by Section 1.12 (C) of the Township's Zoning Ordinance. The escrow funds shall comply with all statutory requirements and shall equal the total estimated cost for completing construction of the Facility and all associated site work including, but not limited to, paving, underground utilities, grading, soil erosion, and site restoration, including contingencies, as estimated by the Owner/Applicant/Developer's engineer and approved by the Township Board (said amount being **\$18,000.00**). The escrow funds shall state "Security for Site Improvements as stated in Section 2.18 of the Development Agreement Hyundai Kia America Technical Center First Amendment (To Add a Mapping Dynamometer Facility)". 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 completion of items required by the First Amendment to the Development Agreement, dated March 16, 2009. All Site Improvements as stated above shall be installed, as depicted on the Amended Final Site Plan and in the approved final engineering plans, by no later than the time of application for the certificate of

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- occupancy. The Township shall release the escrow funds within twenty (20) business days after review and approval of the Facility, signified by the issuance of a final certificate of occupancy, said approval not to be unreasonably conditioned or withheld.
- 2.19 Engineering Approval of Plans.** In accordance with Superior Township Ordinance and Superior Township's Engineering Design Specifications, no construction work shall be performed on the Facility until engineering plans are reviewed and approved. The Township agrees that all plan reviews required by its engineer shall be completed expeditiously.
- 2.20 Soil Erosion Maintenance & Guarantee Bond.** Prior to the issuance of a building permit for the Facility, the Owner/Applicant/Developer shall obtain and provide copies of a soil erosion permit (or waiver) obtained from the Washtenaw County Soil Erosion and Sedimentation Control Department.
- 2.21 Dedication of Utility Easements.** The Owner/Applicant/Developer shall dedicate utility easements (40 feet width) along the west and south borders of the Property. The Owner/Applicant/Developer shall agree to allow utility looping when future development is proposed if the Township so desires. Any looping of utilities shall be at the sole expense of the Township. The Township agrees to abandonment of the utility easements, with relocation of the utility easements to the outer most borders of the Owner/Applicant/Developer's property, in the event of additional land purchases by the Owner/Applicant/Developer at the subject location.
- 2.22 Private Utilities.** The Township Utility Department may periodically inspect the connection at the interface of the public and private water system upon reasonable notice and at times and manners that will not interfere with the delivery of utilities to the Owner/Applicant/Developer for an unreasonable length of time. The Owner/Applicant/Developer shall be completely responsible for all fire protection water needs on the site, as a private firewater loop will be in use. The Owner/Applicant/Developer shall be completely responsible for diligent maintenance of the private firewater loop systems and appurtenances, particularly the pumping facilities and force main. The Township accepts no responsibility for these items.
- 2.23 Construction Work Schedule.** Construction work (including excavation, demolition, alteration and erection) and construction noises shall be prohibited at all times other than:

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MONDAY THROUGH FRIDAY – 7 A.M. – 7 P.M.

SATURDAY - 8 A.M. – 5 P.M.

The Township may issue a work permit for hours other than listed above upon written request of the owner or owner's representative. The request must demonstrate unusual or unique circumstances relating to the proposed construction hours and approval shall not be unreasonably conditioned or withheld.

- 2.24 **Removal of Construction Debris.** Owner/Applicant/Developer shall remove all discarded building materials and rubbish at least once each month during construction of the Facility and within one month of completion or abandonment of construction. No burning associated with the construction of the Facility shall be allowed on site without approval from the Township, which shall not be unreasonably conditioned or withheld.
- 2.25 **Completion of All Items Contained in the Agreement.** By May 15, 2009, the Owner/Applicant/Developer shall be required to satisfactorily complete all items required by the Development Agreement which was entered into as of May 28, 2004. These items shall include, but not be limited to, dedication of all utility easements and completion of all required as-builts. Prior to scheduling the pre-construction meeting for the Facility, the Owner/Applicant/Developer shall deposit a total of \$5,500.00 in escrow with the Township to secure the cost of completing any outstanding items. 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 completion of items required by the Development Agreement dated May 28, 2004 and as stated in Section 2.25 of this First Amendment".

**ARTICLE III
MISCELLANEOUS PROVISIONS**

- 3.1 **Modifications.** This Amendment may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Amendment.
- 3.2 **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Michigan.
- 3.3 **Township Approval.** This Amendment has been approved by the Owner/Applicant/Developer and Township, through action of the Township Board at a duly scheduled meeting.

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- 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 has signed to show only that it consents to the terms of the Amendment being made applicable to the Property.
- 3.5 Execution in Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Amendment. 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 of the Facility, the Owner/Applicant/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.
- 3.7 Continuing Obligations:** By execution of this Amendment, the parties do not intend to release Owner/Applicant/Developer, or the Township, from any continuing obligations under the Agreement, except where this Amendment clearly indicates such intent.

**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 Amendment.
- 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 of the Facility.
- 4.3 Continued Review.** The Owner/Applicant/Developer shall be required to review conformance of the Agreement and this Amendment with Township Officials and/or designated Township consultants on a yearly basis or at such time as reasonably necessary by the Township until all escrows and letters of credit issued by the Owner/Applicant/Developer have been extinguished or released.
- 4.4 Fees.** The Owner/Applicant/Developer, if in default of a material provision of the Agreement and this Amendment, shall pay for reasonable reviews necessary

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to determine conformance of the Facility to this Amendment. This fee would include reasonable review time at reasonable rates by the Township Engineer, Planner or Attorney.

4.5 Recordation of Agreement. The Township will record this Amendment with the Washtenaw County Register of Deeds. All costs associated with the recording of this Amendment shall be born by the Owner/Applicant/Developer.

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

WITNESSES:

OWNER

**HYUNDAI MOTOR AMERICA,
a California corporation
By:**

**PAUL KOH
Its: Executive Director Human
Resources and Administrative
Services**

**JAMIE SONG
Its: Treasurer**

STATE OF CALIFORNIA)
) s.s.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____ 2009, by _____, Executive Director Human Resources and Administrative Services of Hyundai Motor America, a California corporation, on behalf of the company.

Notary Public

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_____ County,
California

My Commission Expires:

**APPLICANT/DEVELOPER:
Hyundai America Technical
Center, Inc., a Michigan
corporation**

By:

**Chung Kook Park,
Its: President**

Approved By:

Mark S. Torigian, Esq
General Counsel, HATCI

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

The foregoing instrument was acknowledged before me this _____ day of _____ 2009 by Chung Kook Park, President of Hyundai America Technical Center, Inc., a Michigan corporation, on behalf of the company.

Notary Public
_____ County,
Michigan

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TOWNSHIP:

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

By:

**William A. McFarlane
Its: Supervisor**

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

The foregoing instrument was acknowledged before me this _____ day of _____ 2009, by William A. McFarlane, Supervisor of Superior Charter Township, a Michigan municipal corporation, on behalf of the corporation.

Notary Public
_____ County,
Michigan
My Commission Expires:

When recorded return to:
David Phillips
Superior Charter Township Clerk
3040 N. Prospect
Ypsilanti, MI 48198
(734) 482-6099

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Roll call vote:

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

Nays: None

The motion carried.

B. ALLIANCE OF ROUGE COMMUNITIES, RENEWAL OF MEMBERSHIP DUES

Superior Township was a defendant in a Federal class action lawsuit involving improving the water quality of the Rouge River. In order to satisfy requirements of the Federal lawsuit, Superior Township joined the Alliance of Rouge Communities. The Alliance works towards improving the water quality of the Rouge River.

It was moved by Caviston, seconded by Williams for the Township to continue membership in the Alliance of Rouge Communities and to approve the payment of the annual dues for 2009 in the amount of \$7,359.00.

The motion carried by voice vote.

C. RENEWAL OF VISION SERVICE PLAN

The contract for vision insurance expires on May 31, 2009. The provider, Vision Service Plan, renewal rates have increased by 4.4% to: Single-\$10.78 per month and Family \$24.40 per month.

It was moved by Phillips, seconded by Caviston, to renew the vision insurance contract with Vision Service Plan for a three year contract beginning on June 1, 2009 and ending on May 31, 2012 with rates of Single-\$10.78 per month and Family \$25.49 per month.

The motion carried by unanimous voice vote.

D. One Superior Place-Green Fair

In a Memo dated March 12, 2009, Treasurer McKinney requested to spend \$1,234.16 for tote bags, a banner, bumper stickers and t-shirts for the One Superior Place-Green Fair which is scheduled for May 30, 2009. The Township receives \$1,500 per year from Republic Waste to promote recycling. These funds will be used for this expenditure.

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It was moved by Caviston, seconded by Green to approve the expenditures for the One Superior Place Green Fair being held at the Superior Township Library on May 30, 2009, as outlined in Treasurer McKinney's memo dated March 12, 2009.

The motion carried by a voice vote.

11. PAYMENT OF BILLS

It was moved by Green, supported by Caviston, that the bills be paid, as submitted in the following amounts: Utility Fund - \$8,303.50 for a total of \$8,303.50; further that the Record of Disbursements be received as submitted.

The motion carried by a voice vote.

12. PLEAS AND PETITIONS

There were none.

13. ADJOURNMENT

It was moved by Caviston, supported by Lewis, that the meeting adjourn. The motion carried by a voice vote and the meeting adjourned at 8:25 p.m.

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor