

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JULY 20, 2009  
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 July 20, 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, Brenda McKinney, David Phillips, Nancy Caviston, Lisa Lewis and Alex Williams. Trustee Roderick Green was absent.

**4. ADOPTION OF AGENDA**

It was moved by McKinney, seconded by Lewis, to adopt the agenda with the additions of the AATA-ARIDE report as item g. in Communications and Retirement Proposal of G. Similo as item n. under New Business.

The motion carried by a voice vote.

**5. APPROVAL OF MINUTES**

**A. REGULAR MEETING OF JUNE 15, 2009**

It was moved by Caviston, seconded by McKinney, to approve the minutes of the regular Board meeting of June 15, 2009, as presented.

The motion carried by a voice vote.

**6. CITIZEN PARTICIPATION**

**A. NON-AGENDA ITEMS**

Diane Keller, President of the Ypsilanti Chamber of Commerce made a presentation to the Board and audience about the many services the Chamber offers. The Chamber facilitates networking thru its breakfast meetings which are held on the first Tuesday of every month. The Chamber publishes a newsletter, a news flash e-mail system, offers the EagleOne Discount Card, a prescription discount card and is involved in many other activities to assist county residents, as well as market the Ypsilanti area to prospective businesses.

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**7. REPORTS**

**A. SUPERVISOR REPORT**

The Supervisor reported on the following:

A copy of the final 2008 audit was provided to all Board members. The audit can also be viewed on the State of Michigan, Department of Treasury website, which is linked on the Township's web page. The Washtenaw County Road Commission is replacing the Fleming Creek bridge on Plymouth Road. They will take about 300 cubic yards of soil from that site to the Township's North Prospect Park where it will be used to level out the site. The Township administrative staff recently met with the owners of Danbury Park Manor and Sycamore Meadows apartment complexes. The increased police patrols have resulted in a reduction in crime in the area. Supervisor McFarlane said management needs to do other things in order to continue with the reduction of the problems. Designated visitor parking, better screening of new residents, more enforcement of house rules and more wholesome activities for the children are all things management can do to improve the situation. The Township is working with the owners of the Prospect Pointe East subdivision to barricade a street which has become a nuisance. Due to its isolated location, it attracts people who park there and engage in inappropriate activities.

**B. DEPARTMENT REPORTS: BUILDING DEPARTMENT, FIRE DEPARTMENT, FIRE MARSHALL MAY AND JUNE 2009, HOSPITAL ALARM, ORDINANCE OFFICER REPORT, PARK COMMISSION MINUTES, SHERIFF'S REPORT, UTILITY DEPARTMENT AND ZONING REPORT**

It was moved by Lewis, seconded by Caviston, that all reports be received.

The motion carried by a voice vote.

**C. TREASURER'S INVESTMENT REPORT**

Treasurer McKinney provided a written report listing all the accounts where the Township's funds are invested. She reported that due to low interest rates, the Township's revenue from interest is lower than last year. However, the Township's funds are very safe, as they are all invested in insured or U.S. Government backed securities.

It was moved by Caviston, seconded by McKinney, that the Treasurer's Investment Report be received.

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The motion carried by a voice vote.

**8. COMMUNICATIONS**

**A. YCUA WATER RATE INCREASE**

YCUA indicated in a letter dated July 8, 2009 contained a sixty-day notice that effective November 1, 2009, the Ypsilanti Water Rate will be increased by 5.75% and effective September 1, 2009 the second step rate will be increased to \$1.94 per 100 cubic feet.

It was moved by Caviston, seconded by Lewis, to accept the communication from YCUA which outlines water rate increases.

The motion carried by a voice vote.

**B. ANN ARBOR TOWNSHIP INCREASE OF WATER AND SEWER RATES**

A letter from Ann Arbor Township indicated that the on June 16, 2009, the Ann Arbor Township Board of Trustee approved new water and sewer rates of 4.42/100 cubic feet with a 10% penalty after 30 days and a new sewer rate of 4.59/100 cubic feet with 10% penalty after 30 days.

It was moved by Caviston, seconded by McKinney, to accept the communication from Ann Arbor Township which indicates that the water and sewer rates will be increased.

The motion carried by a voice vote.

**C. WASHTENAW COUNTY ROAD COMMISSION, PLYMOUTH ROAD CLOSURE**

A Media Advisory from the Washtenaw County Road Commission, with an issue date of June 23, 2009, indicated that the Plymouth Road Bridge over Fleming Creek will be reconstructed and there will also be road improvements to the area.

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This will require that Plymouth Road be closed at the bridge. Access for local traffic will be allowed. However, no through traffic will be allowed. The closure starts on Monday, June 29, 2009 and the project is expected to be completed and the road re-opened in late September 2009.

It was moved by Caviston, seconded by Lewis, to accept the communication from the Washtenaw County Road Commission concerning the closing of Plymouth Road.

The motion carried by a voice vote.

**D. WASHTENAW COUNTY ROAD COMMISSION, GOTFREDSON ROAD CLOSURE**

A Media advisory from the Washtenaw County Road Commission, with an issue date of July 16, 2009, indicated that the corner of Plymouth and Gotfredson Roads will be under going improvements. These improvements include the installation of a traffic control light and left-turn lanes. There area will also receive some installation of storm sewers, concrete curb and gutter, and hot mix asphalt paving. These projects will require the closing of Gotfredson Road, south of Plymouth Road. The road will be closed beginning Monday, July 20, 2009. It is expected that the project will be completed and the road re-opened in early September.

It was moved by Phillips, seconded by McKinney, to accept the communication from the Washtenaw County Road Commission concerning the improvement of the Gotfredson and Plymouth Road intersection and the closing of Gotfredson Road.

The motion carried by a voice vote.

**E. ROUNDABOUT AT PLYMOUTH AND FORD ROADS**

Supervisor McFarland forwarded an e-mail to the Washtenaw Area Transportation Study group to request that the construction of a round-about at the intersection of Plymouth and Ford Roads be submitted to the long range plan. This is the first step to secure federal funding to complete the project. It may take ten years, or more, before the project is actually approved for funding by the federal government.

It was moved by Phillips, seconded by Caviston, to receive the e-mail communication that Supervisor McFarlane forwarded to WATS requesting that the Plymouth and Ford Road intersection be added to the long-range plan for a round-about.

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The motion carried by a voice vote.

**F. ATTORNEY JAMES A. FINK LETTER, RE: UTILITY  
MAINTENANCE BUILDING**

J.L. Judge Construction Services, LLC, built the Utility Department's Maintenance Building. The Township took possession of the completed building in March 2008 and almost immediately had problems with the roof leaking. J.L. Judge Construction has made numerous attempts to fix the roof. However, it still leaks. Attorney Fink forwarded a letter to J.L. Judge offering them one last opportunity to properly fix the roof. If they fail to be successful, the Township will hire an outside firm to remedy the leaking and then seek reimbursement from J. L. Judge.

It was moved by Caviston, seconded by McKinney, to accept the communication written on behalf of the Township by Attorney James A. Fink in which he requests J.L. Judge Construction Services to properly remedy the defects in the roof of the Utility Maintenance Building.

**G. AATA, A-RIDE REPORT**

AATA provide the breakdown of total A-Rides provided in Superior Township for the months of April, May and June 2009.

It was moved by Caviston, seconded by McKinney, to receive the communication from AATA with the A-Ride statistics.

The motion carried by a voice vote.

**9. UNFINISHED BUSINESS**

**A. ORDINANCE #177, REPEAL AND REPLACE ORDINANCE #93  
REGULATION FOR MINORS AND MINOR CHILDREN, SECOND READING**

It was moved by Caviston, seconded by McKinney, that the Superior Township Board approve the following resolution for second reading:

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**A RESOLUTION TO ADOPT ORDINANCE NO. 177- REGULATION OF  
MINORS AND MINOR CHILDREN, WHICH REPEALS AND REPLACES  
ORDINANCE NO. 93 - REGULATION OF MINORS AND MINOR CHILDREN**

WHEREAS Superior Charter Township has an ordinance, Ordinance No. 93, adopted in 1987, which provides for the regulation of minors and minor children; establishes curfews for minors and minor children; requires that parents of minors and minor children not allow their children who are minors or minor children to violate curfew or commit any criminal act, or tend to come under the jurisdiction of the probate court; and fixes penal fines for violations of the provisions of the ordinance.; and

WHEREAS the Township Board has reviewed Ordinance No. 93 and found that it no longer fully protects the health, safety, and welfare of minors and minor children; and

WHEREAS, enforcing a reasonable curfew for minors and minor children contributes to the health, safety and welfare of the minors and minor children, and also contributes to the peace and safety of residents; and

WHEREAS the representatives of the Washtenaw County Sheriff's Department have requested that Superior Township amend its curfew ordinance so that it is consistent with neighboring communities, making interpretation and enforcement easier;

NOW, THEREFORE, BE IT RESOLVED, that the Superior Charter Township Board hereby approves for first reading the following Ordinance No. 177- Regulation of Minors and Minor Children, which repeals and replaces Ordinance No. 93- Regulation of Minors and Minor Children. Per MCL 42.22, said Ordinance shall be effective immediately upon publication thereof.

**CHARTER TOWNSHIP OF SUPERIOR  
WASHTENAW COUNTY, MICHIGAN**

**ORDINANCE No. 177**

**REGULATION OF MINORS AND MINOR CHILDREN**

WHEREAS, the Charter Township of Superior Board of Trustees having determined there exists a specific local problem related to the lack of supervision and misbehavior of minors within the lawful limits of this Township, and it having been determined that it is the responsibility of parent(s) and/or legal guardians(s) to ensure that their minor children or ward(s) avoid such misbehavior in violation of the ordinance;

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NOW, THEREFORE, THE CHARTER TOWNSHIP OF SUPERIOR,  
WASHTENAW COUNTY, MICHIGAN ORDAINS:

**Section 177.01 – Curfew for Minors Under Age Thirteen (13)** - It shall be unlawful for a minor under the age of thirteen (13) years to be upon any outdoor public place, including, but not limited to, any street, sidewalk, alley, park, playground, vacant lot, or any other outdoor area open to the general public, within the Township of Superior between the hours of 10:00 P.M. and 6:00 A.M. unless the minor is accompanied by a parent or guardian. or an adult delegated by the parent or guardian to accompany the minor.

**Section 177.02 – Curfew for Minors Under Age Eighteen (18)** - It shall be unlawful for a minor under the age of 18 years to be upon any outdoor public place, including, but not limited to, any street, sidewalk, alley, park, playground, vacant lot, or any other outdoor area open to the general public, between the hours of 11:00 p.m. through 5:30 a.m.

**Section 177.03 – Exceptions**- The curfew restrictions of Sections 1 and 2 of this Ordinance shall not apply to a minor under the age of 18 years if:

- (1) The minor is accompanied by his or her parent, legal guardian, or other responsible adult having the care or custody of the minor;
- (2) The minor is going to or returning from work; provided that the minor's hours of employment do not violate state law.

**Section 177.04 – Responsibility of Parents and Guardians**- It shall be unlawful for any person, parent, or guardian to allow or permit, or to assist, aid, abet, or encourage any minor under the age of eighteen (18) years to violate the provisions of Sections 1 and 2 hereof, to commit any criminal act, or to come or tend to come under the jurisdiction of the juvenile division of the probate court as defined in MCL 712A.2.

**Section 177.05 – Penalty**- Any person found violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction may be sentenced to a fine of not more than \$500.00 and/or 90 days in jail.

**Section 177.06 – Severability** – If any section, sub-section, clause, phrase or portion of the ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion of this ordinance, and such holding shall not affect the validity of the remaining portion of this ordinance.

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**Section 177.07 – Repeal**- All ordinances or parts of an ordinance in conflict with this ordinance are hereby repealed. The existing Ordinance No. 93, being an ordinance to regulate minors and minor children effective July 16, 1987, is hereby repealed. The repeal provided herein shall not abrogate or affect any offense or act committed or done, or any penalty or forfeiture incurred, or any pending fee, assessments, litigation or prosecution of any right established, occurring prior to the effective date hereof.

**Section 177.08 – Publication and Effective Date** – This Ordinance shall be published pursuant to Section 8 of the Charter Township Act, being MCL 42.8 by posting in the Office of the Clerk, 3040 N. Prospect, Ypsilanti, 48198, and on the Township website – www.superior-twp.org – with notice of such in *The Ypsilanti Courier*, a newspaper of general circulation in the Township, qualified under state law to publish legal notices, and the same shall be recorded in the Ordinance Book of the Township, and such recording authenticated by the signatures of the Supervisor and Clerk. Per MCL 42.22, said Ordinance shall be effective immediately upon publication thereof.

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

10. **NEW BUSINESS**

**A. UTILITY DEPARTMENT , ST. JOSEPH HOSPITAL RIGHT OF ACCESS  
HOLD HARMLESS AGREEMENT**

Rick Church explained that St. Joseph Hospital has requested to use a metering pit belonging to the Superior Township Utility Department to monitor the Hospital's wastewater prior to it entering the publicly owned wastewater system. The Hospital will be installing monitoring equipment in the pit and will have staff members entering and working in the pit. This agreement, which was drafted by the Utility Department's legal counsel, holds the Township harmless against any claims resulting from, or associated with the Hospital staff's use of, or activities in the metering pit.



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It was move by Phillips and seconded by Lewis to authorize the Township Supervisor to sign the Right of Access and Hold Harmless Agreement with St. Joseph Mercy Hospital.

Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

**B. UTILITY DEPARTMENT , ASPHALT REPAIR BIDS**

This past winter, a sink hole developed in the front yard of 8736 Nottingham Drive. The Utility Department excavated the hole and implemented measures to stop the erosion. They used cold-patch asphalt to complete temporary repairs of the driveway and curb. They now want to complete permanent repairs using hot-patch asphalt. Rick Church, Utility Department Director, solicited three bids for the project. He recommends accepting the bid from Bostwick Co., Inc. for the amount of \$1,325.00. They were the lowest bid and have successfully completed work for the Utility Dept. in the past.

It was moved by Caviston, seconded by McKinney, to authorize the Utility Director, Rick Church, to hire Bostwick Co., Inc. as an independent contractor to complete sidewalk repair and curb repair work, as outlined by their proposal dated May 21, 2009, on 8736 Nottingham Drive for an amount not to exceed \$1,325.00. The contractor will be required to sign Superior Township's standard agreement for independent contractors.

The motion carried by a voice vote.

**C. BUILDING DEPARTMENT PERMIT FEE SCHEDULE**

Rick Mayernik, Building Official, forwarded a Memo to the Board which indicated that he was recommending that the fees charged by the Building Department for permits and other services be increased. He noted that the present fees are among the lowest of all the communities in Washtenaw County. The proposed increases will result in Superior Township's fees being comparable with surrounding communities.

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The following Resolution was moved by McKinney, seconded by Caviston.

**CHARTER TOWNSHIP OF SUPERIOR  
WASHTENAW COUNTY, MICHIGAN**

**RESOLUTION ESTABLISHING FEE SCHEDULE FOR  
BUILDING, ELECTRICAL, PLUMBING AND MECHANICAL  
PERMITS, AND OTHER SERVICES PERFORMED**

**WHEREAS**, Section 22 of Act 230 of the Public Acts of 1972 being the Stille-Derossett-Hale Single State Construction Code Act provides that the governmental subdivision enforcing the State Construction Code shall establish fees for acts and services performed by the governmental subdivision, and

**WHEREAS**, Superior Charter Township is the enforcing agency for the State Construction Code pursuant to Ordinance #123 as adopted by the Superior Charter Township Board on January 4, 1994.

**NOW THEREFORE, BE IT RESOLVED** that the following Construction Code fee schedule is established:

1.0 MISCELLANEOUS

- 1.1 A fee of \$40.00 will be charged for all work started without a permit.
- 1.2 Any work found to be in violation of Township codes or work not ready or available for inspection at the time the inspection is requested will require payment of a \$40.00 reinspection fee. Reinspection fees may be waived at the discretion of the Building Official.
- 1.3 Anyone seeking inspection service other than the normal working hours of the Building department shall pay overtime fees, prior to inspection, as prescribed:

Each hour or part thereof	\$ 80.00
Sunday or holiday per hour or part thereof	\$ 105.00

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1.4 Certificate of Occupancy

All New Construction \$ 0.00

Temporary Certificate of Occupancy (all uses other than dwelling units) \$5000.00 refundable cash bond plus a \$55.00 non-refundable administrative/reinspection fee.

Temporary Certificate of Occupancy (Dwelling Unit) \$500.00 refundable bond plus a \$55.00 non-refundable administrative/reinspection fee.

Bonds may be waived at the discretion of the Building Official.

1.5 Special inspections for the purpose of determining conformance with codes:

Special inspection and any required report writing - \$40.00 per half hour or part thereof

2.0 PERMIT CANCELLATION AND REFUNDS

2.1 Upon written request and prior to commencement of any work, permits may be canceled by the holder. Any plan review fees shall be forfeited and the balance of the fees shall be refunded except that not less than \$30.00 shall be retained by the Township to reimburse administrative expenses. All fees shall be forfeited unless a request for refund is received within 180 days of permit issuance.

2.2 In those cases where work has commenced and a written request for cancellation is received, the Building Official shall estimate the percentage of the work completed and retain a like percentage of permit fees. At minimum, the retained fees shall amount to no less than \$40.00 per inspection performed plus a \$30.00 administrative fee plus any plan review fees. All fees shall be forfeited unless a requested refund is received within 180 days of the last inspection.

3.0 BUILDING PERMIT FEES

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- 3.1 A building permit fee shall be paid for all alterations, new buildings and accessory structures based on the following:
  - 3.1.1 Minimum permit fee \$70.00
  - 3.1.2 Building Permit Fee - Improvement valuation multiplied by .0045  
(Total rounded to the nearest dollar amount)
- 3.2 Improvement valuation for new buildings shall be determined by applying the square foot building valuation data from the most recently published "Building Safety Journal" published by the International Code Council.
- 3.3 Improvement valuations for additions, alterations or repairs to existing buildings shall be determined by the Building Official. The International Code Council building valuation data and a copy of a signed construction contract may be used as a guide by the Building Official in making a valuation determination.
- 3.4 A flat \$70.00 minimum building permit fee shall apply to the following items:
  - Above Ground Pools
  - Siding and Gutters (residential)
  - Permanent Signs (including change of sign face)
- 3.5 A flat \$100.00 Building Permit fee shall be applied to the following items:
  - Mobil Home Set-Up (in a mobile home park)
  - Residential Demolition
  - Residential Wood Deck
  - Residential Roofing
- 3.6 The Building Official shall adjust the permit fee such that the fee collected shall not be less than the required number of inspections multiplied by \$40.00.

4.0 PLAN REVIEW FEES

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- 4.1 New/Residential plan review \$ 00.00
- 4.2 Commercial Plan Review \$100.00  
Plus any professional contractual plan review service deemed necessary by the Building Official charged at actual cost plus any shipping costs.
- 4.3 Addenda to original commercial or residential building plans shall be reviewed at a rate of \$40.00 per half hour or part thereof.
- 4.4 The Building Official may waive plan review fees for work determined to be minor in nature.

**5.0 PLUMBING PERMITS**

- 5.1 The following unit prices shall be multiplied by the number of items being installed.
  - 5.1.1 Application Fee \$15.00
  - Inspections (one-half hour maximum from arrival on site) \$40.00 each
  - Fixtures, floor drains, special drains  
Water connected appliances \$ 5.00 each
  - Stacks  
(soil, waste, vent and conductor) \$ 3.00 each
  - Sewage Ejectors, Sumps \$ 5.00 each
  - Subsoil Drains \$ 5.00 each
  - Water Service  
1" or less \$ 5.00 each

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Water Service Over 1"	\$25.00 each
Sewers (sanitary, storm or combined) Less than 6" 6" and over	\$ 5.00 each \$25.00 each
Manholes Catch Basins	\$ 5.00 each
Water distribution piping 1" or less Over 1"	\$ 5.00 each \$25.00 each
Back-flow prevented	\$ 5.00 each
Medical Gas Systems	\$45.00

5.2 Plumbing plan review fees shall be calculated at \$40.00 per half hour or part thereof. Any professional contractual plan review service deemed necessary by the Building Official shall be charged at cost plus shipping.

6.0 MECHANICAL PERMITS

6.1 The following unit prices shall be multiplied by the number of items being installed.

6.1.1 Application Fee	\$15.00
Inspections (one half hour maximum from arrival on site)	\$40.00 each
Residential heating system without air conditioning (includes duct, vent and gas pipe)	\$50.00 each
Residential heating system with air conditioning (Includes duct, vent and gas piping)	\$80.00 each
Gas/Oil burning equipment – New and/or conversion units	\$30.00 each
Residential Boiler	\$ 30.00 each

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	Water Heater	\$ 5.00 each
	Solid fuel equipment and chimney	\$30.00 each
	Gas burning fireplace and vent	\$30.00 each
	Chimney, factory built – Installed separately	\$25.00 each
	Solar; set of 3 panels (includes piping)	\$20.00 each
	Residential Gas Piping; each opening	\$ 5.00 each
each	Air conditioning; installed separately (Includes split system)	\$30.00
	Fans – Bath and Kitchen Exhaust	\$ 5.00 each
	Heat Pumps; complete residential	\$30.00 each
	Tanks (Aboveground and underground)	\$25.00 each
	Piping/Process Piping (min. \$25.00)	\$ 0.05/ft.
	Duct (min. \$25.00)	\$ 0.10/ft
	Heat Pumps; Commercial (Pipe not included)	\$20.00 each
	Air handlers Under 10,000 CFM	\$20.00 each
	Over 10,000 CFM	\$60.00 each
	Commercial Hoods	\$15.00 each
	Heat recovery units	\$10.00 each
	V.A.V. Boxes	\$10.00 each
	Unit Ventilators	\$10.00 each

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Unit Heaters (Terminal units)	\$15.00 each
Fire Suppression/Protection (Minimum \$25.00)	\$ .75 per head
Evaporator Coils	\$30.00 each
Refrigeration (split system)	\$30.00 each
Chiller	\$30.00 each
Cooling Towers	\$30.00 each
Compressor	\$30.00 each

6.2 Mechanical plan review fees shall be calculated at \$40.00 per half hour or part thereof. Any professional contractual plan review service deemed necessary by the Building Official shall be charged at cost plus shipping.

7.0 ELECTRICAL PERMITS

7.1 The following unit prices shall be multiplied by the number of items being installed.

7.1.1 Application Fee	\$ 15.00
Inspections (One Half Hour Maximum From Arrival on Site)	\$40.00 each
Service: Through 200 amps	\$10.00 each
Over 200 amps	\$25.00 each
Circuits	\$ 5.00 each
Lighting Fixtures – per 25	\$ 6.00 each
Dishwasher	\$ 5.00 each



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Furnace – Unit heater	\$ 5.00 each
Electrical Heating Units (baseboard)	\$ 4.00 each
Power Outlets (ranges, dryers, etc.)	\$ 7.00 each
Signs/Neon	\$20.00 each
Feeders-Bus Ducts, etc. – per 50 ft.	\$ 6.00 each
Mobile Home Park Site	\$ 6.00 each
Units up to 20 K.V.A. or H.P.	\$ 6.00 each
Units 21 K.V.A. or H.P. and over	\$12.00 each
Fire Alarms – up to 10 devices	\$50.00
Fire Alarms – over 10 devices	\$ 5.00 each
Energy Retrofit – Temp. Control	\$45.00 each
Conduit only; or grounding only	\$45.00 each

7.2 Electrical plan review fees shall be calculated at \$40.00 per half hour or part thereof. Any professional contractual plan review service deemed necessary by the Building Official shall be charged at cost plus shipping.

**BE IT FURTHER RESOLVED** that all previous resolutions regarding fees or valuation data for Building, Electrical, Plumbing, Mechanical and other services are hereby revoked.

**PUBLICATION AND EFFECTIVE DATES**

This resolution and fee schedule shall become effective immediately upon publication in the Ypsilanti Courier, a newspaper of general circulation within the Township, on August 6, 2009.

**CERTIFICATION**

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I, David Phillips, 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 July 20, 2009 and that public notices of said meeting were given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.

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David Phillips, Superior Township Clerk

Roll call vote:

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

Nays: None

Absent: Green

The motion passed.

**D. TOWNSHIP PERSONNEL POLICY REVISION**

Susan Mumm, Human Resources Administrator, indicated that the John Hancock Insurance Co. informed her that when the Township offers their pension plan to permanent part-time employees, the employee must sign an irrevocable waiver of participation. Once they make their selection and it is processed, they cannot change their decision. Mumm recommended that Page 12 of the Township's Personnel Manual be changed to reflect this.

It was moved by Caviston, seconded by McKinney to approve the revision of Page 12 of the Superior Township Personnel Manual as recommended by Susan Mumm's Memo dated July 20, 2009.

The motion carried by a voice vote.

**E. TERMINATION OF SUPERIOR TOWNSHIP'S STORM WATER  
MANAGEMENT PERMIT**

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Supervisor McFarlane presented a letter to the Board which indicated the Township has submitted an application to terminate Superior Township's storm water discharge permit. Three reasons for the action are: 1.) The Township is not required to be covered by this permit; 2.) The cost of voluntary cooperation is increasing; 3.) The requirements for a permit are becoming more difficult to meet. In 1996, the Township, along with numerous other Southeast Michigan communities, was named as a defendant in a federal lawsuit which addressed the restoration of the Rouge River watershed. The judge hearing the lawsuit encouraged all defendant communities to obtain the storm water permit. Supervisor McFarlane indicated that upon reviewing permit requirements and a recent lawsuit by Commerce Township, he believes the Township can be eliminated from the storm water permitting process. The annual permit fee is \$2,000. Costs for staff time used to process the permit application are also expensive.

It was moved by McKinney, seconded by Caviston to approve the Supervisor's recommendation to process the application to terminate Superior Township's storm water discharge permit.

Roll call vote:

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

Nays: None

Absent: Green

The motion passed.

**F. MICHIGAN TOWNSHIP ASSOCIATION ANNUAL DUES**

The Board received an invoice from the Michigan Township Association for annual dues in the amount of a \$5,616.94. Comments were made that the MTA provides numerous services for the Township and the membership is worthwhile. The dues are determined by the population.

It was moved by McKinney, seconded by Phillips to approve the payment of the annual dues to the Michigan Township Association in the amount of \$5,616.94.

The motion carried by a voice vote.

**G. WASHTENAW AREA TRANSPORTATION STUDY ANNUAL DUES**

**SUPERIOR CHARTER TOWNSHIP BOARD  
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The Board received an invoice from the Washtenaw Area Transportation Study (WATS) for annual dues in the amount of a \$1,000.00. Supervisor McFarlane commented that WATS has been instrumental in securing federal funding on several large road improvement projects in the Township.

It was moved by McKinney, seconded by Phillips to approve the payment of the annual dues to the Washtenaw Area Transportation Study (WATS) in the amount of \$1,000.00.

The motion carried by a voice vote.

**H. SEMCOG ANNUAL DUES**

The Board received an invoice the Southeast Michigan Council of Governments (SEMCOG) for annual dues in the amount of a \$1,620.00.

It was moved by McKinney, seconded by Lewis to approve the payment of the annual dues to the Southeast Michigan Council of Governments (SEMCOG) in the amount of a \$1,620.00.

The motion carried by a voice vote.

**I. ST. JOSEPH HOSPITAL, DEVELOPMENT AGREEMENT, PHASE 3 B, AMENDED**

Clerk Phillips explained that the Final Site Plan for Phase 3B was originally approved by the Board in January 2007 and the Development Agreement for Phase 3B was approved in January 2008. The hospital decided to make a change in the construction phasing of the Chapel. They wanted to move the construction of the Chapel from Phase 3C to Phase 3B. The Planning Commission determined this to be a Minor Change and on November 19, 2008 approved the Final Site Plan for Phase 3B Site Plan Amendment, Chapel. This necessitated an amended Development Agreement. The amended Development Agreement is essentially the same as the original Development Agreement for Phase 3B. The changes consist primarily of a new description of the site improvements, notation of the new Planning Commission action and updating of sections that require reference to the new Zoning Ordinance. The amounts posted for escrow and performance guarantees will be carried over from the existing accounts posted for Phase 3B.

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It was moved by Caviston, seconded by McKinney to approve the Development Agreement for St. Joseph Mercy Health System, Critical Care North Tower, Phase 3B, First Amendment (To Add a Chapel as a Minor Change).

**Superior Charter Township**

**DEVELOPMENT AGREEMENT  
Saint Joseph Mercy Health System**

**Critical Care North Tower  
Phase 3B**

[First Amendment \(To Add a Chapel as a Minor Change\)](#)

[This First Amendment to the Development Agreement \(the "First Amendment"\) is dated as of the 20<sup>th</sup> day of July, 2009 and is the first amendment to the This Development Agreement \("Agreement"\)-is entered into as of the ~~twenty-second~~ ~~twenty-second~~ day of ~~January, 2008~~ ~~January, 2008~~, by and between Saint Joseph Mercy Health System \("\*Developer\*"\), 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 a 7-story patient care tower approximately 227,677 sq ft, which includes the mechanical storage penthouse and lower level. Site improvements for Phase 3B, [Site Plan Amendment, Chapel](#) include realignment of the "D" lot drive to accommodate the revisions of the parking lot due to Phase 3A. New walkways will be added, along with renovation of the pedestrian area between the two new patient towers. The existing main entrance to the patient towers will be maintained during Phase 3B, [Site Plan Amendment, Chapel](#) construction. This 7-story patient tower is being proposed as a means of meeting current industry standards for equipment storage, nursing stations, and room size, and matches bed count without decreasing open space. Existing bed count will not change.

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Site improvements in Phase 3B, [Site Plan Amendment, Chapel](#) will include: New site lighting, landscaping and irrigation, as well as proposed utility work including finalizing a 12-inch water main loop and storm water drainage facilities, [demolition of the one story pharmacy in-fill building \(9,750 sq. Ft.\), construction of a 1,660 sq. Ft. Chapel and renovation of 6,083 sq. Ft. of existing chapel, gathering area and supporting offices.](#)

- B. WHEREAS, the Developer desires to develop the new building pursuant to the Superior Township Zoning Ordinance No. [134174](#); 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 227,677 square foot building addition; and
- E. WHEREAS, all parking and drives for the subject project are to be bituminous with concrete curb and gutter with designated sidewalks to be concrete; and
- F. 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 System complex; and
- G. WHEREAS, the Developer desires to build all necessary infrastructure, such as, but not limited to, storm sewers, water main, sanitary sewer extension, driveways, sidewalks, curb and gutter, parking improvements, lighting and landscaping, 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 storm water 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 storm water from the subject development; and
- I. WHEREAS, all contracts, maintenance 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 site plan approval for previous developments on the subject site, engineering

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approvals, and permits that may have been issued by appropriate governmental review agencies for the subject site; and

J. WHEREAS, on January 24, 2007, the Township's Planning Commission passed a motion to approve a final site plan for the Critical Care Tower Addition Phases 3B, with no conditions. And, on November 19, 2008, the Superior Township Planning Commission passed a motion to approve a final site plan for Phase 3B, Site Plan Amendment, Chapel, with no conditions; and-

K. WHEREAS, the approved final site plan for -the Development Phase 3B, Site Plan Amendment, Chapel, of the Development isare 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 10.05 (G)4-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, and the Developer 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 for the Development the parties agree as follows:

**ARTICLE I  
GENERAL TERMS**

**1.1 Recitals Part of Agreement.** The 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 Medical Services District (MS) for the development and for purposes of recordation shall be referred to as the Critical Care North Tower Addition, Phase 3B Critical Care North Tower, Phase 3B, First Amendment (To Add a Chapel as a Minor Change).-

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- 1.3 **Approval of Site Plan.** The final site plan, dated ~~November 1, 2006~~October 22, 2008 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, as amended.
- 1.4 **Conditions of Site Plan Approval.** The 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 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 Critical Care North Tower Addition, Phase 3B, ~~-Site Plan Amendment, Chapel,~~ project shall be for patient care, ~~and~~ treatment services and a chapel; with accessory administrative offices, and waiting rooms as depicted on the Township's approved final site plan.
- 2.2 **Payment of Fees and Invoices.** The 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.~~**The protection of trees shown to be preserved on the approved Final Site Plan; the removal of trees; the selection, placement and installation of replacement trees, including the posting of a performance guarantee; and**



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[the inspection of preserved trees, transplanted trees and replacement trees; shall be in accordance with Section 14.05\(F\) of the Superior Township Zoning Ordinance.](#)

2.3

- 2.4 Responsibility to Preserve, Retain, and Maintain Site.** During the period of construction the 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 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 are free of trash, rubbish or unsightly weeds and during the construction shall maintain the area and landscaping in an attractive state. Developer shall preserve and retain the open space areas within the site in their natural state, with minimal intrusion, subject to the right of 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 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 Developer setting forth the manner in which 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.

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- 2.7 Storm Water Management.** It is understood that storm water improvements as part of this phase of construction will be transmitting storm water runoff from the site improvement areas to existing stormwater management facilities, and that these facilities may not meet the current standards of the Washtenaw County Drain Commission and/or Township Engineering Standards. However, Developer agrees to make storm water management facility improvements to the existing infrastructure as part of the future Phase 3C project. These improvements may include, but are not limited to, increase in detention sizing, additional storm water treatment features and devices, diversion structures, rip-rap, regrading, and replanting of landscape and slope stabilization features, etc.
- 2.8 Landscape Plan for Development.** The Developer has provided a complete landscape plan dated October 17, 2007 for the Development depicting the type, size, and location of landscaping materials. Such plan considers landscaping within the Development. The Landscaping shall be installed in accordance with the approved plan prior to the issuance of Certificate of Occupancy.
- 2.9 Construction Access.** 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 Developer.
- 2.10 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 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.** The record drawings submitted shall be inclusive of the entire SJMHS campus.

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- 2.11 Inspection Escrow for Improvements as Shown on Final Site Plan.** Developer has provided a layout to the Township showing all site improvements which the 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 10.102(C)-A-(2) of the Superior Charter Township Zoning Ordinance. ~~As required by the Agreement, on January 29, 2008, the~~ Developer ~~will~~ deposited a total of **\$51,400.00** 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 Developer ~~will~~ deposited 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". These funds shall now be applied to the cost of inspections for Phase 3B, Site Plan Amendment, Chapel. The **\$51,400.00** escrow amount stated above is based on specifications and estimates prepared by the 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 Developer 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.
- 2.12 Underground Utilities.** Developer shall install all electric, telephone, cable and other communication systems underground in accordance with the requirements of the applicable utility company.
- 2.13 Utility Fees.** The 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 **\$0** prior to the issuance of the building permit.
- 2.14 Performance Guarantee for Site Improvements.** As required by the Agreement, on January 22, 2008, ~~the~~ Developer ~~shall~~ provided security in the amount of **\$1,172,500.00** to the Township to assure the installation of all site improvements which the Developer proposes to install as reflected in the approved Final Site Plan 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 Developer ~~shall~~ delivered such security (or deposited such funds) to assure the construction of the site

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improvements as stated above, as set forth on Exhibit B. The Developer ~~shall~~ deposited 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 /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". These funds shall now be applied to the performance guarantees for Phase 3B, Site Plan Amendment, Chapel. The **\$1,172,500.00** performance guarantee amount stated above is based on specifications and estimates prepared by the Developer's Engineer and approved by the Township's engineer, based on the Final Site Plan 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 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 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.

- 2.15 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 Development until engineering plans are reviewed and approved. The Township agrees that all plan reviews required by its engineer shall be completed in a timely manner.
- 2.16 Maintenance and Guarantee Bond for Public Utilities.** 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. **\$1,300.00**, 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 2.16 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.
- 2.17 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

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construction. No burning of discarded construction material shall be allowed on site.

- 2.18 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 Critical Care Tower Addition Phase 3B, 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.
- 3.3 Township Approval.** This Agreement has been approved by the Developer and Township, through action of the Township Board at a duly scheduled meeting.
- 3.4 Developer Approval.** The signers on behalf of Developer below represent by their signatures that they represent and have authority to bind such parties. 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.



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\_\_\_\_\_  
Michigan  
  
\_\_\_\_\_ MI

Notary Public  
\_\_\_\_\_ County,  
  
My Commission Expires:  
Acting in the County of

**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  
Washtenaw County, Michigan  
My Commission Expires:

Drafted by and when

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recorded return to:

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

~~ATTACHMENT A~~ ATTACHMENT A

**LEGAL DESCRIPTION OF  
ST. JOSEPH MERCY HOSPITAL  
TOTAL LAND OWNERSHIP, SECTION 31, T2S, R7E,  
SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN**

Commencing at the S 1/4 corner of fractional Section 31, T2S, R7E, Superior Township, Washtenaw County, Michigan, thence S 88° 07' 45" W 66.01 feet along the south line of fractional Section 31 and the centerline of Clark Road, thence N 00° 50' 30" W 60.01 feet to the POINT OF BEGINNING,

thence S 88° 07' 45" W 2428.11 feet along the north right-of-way line of Clark Road (60.00 feet 1/2 width),  
thence along the east right-of-way line of Golfside Road extension in the following six (6) courses:

N 02° 05' 59" E 133.16 feet,  
Northeasterly 416.82 feet along the arc of a curve to the right having a radius of 600.00 feet passing through a central angle of 39°48' 13" with a long chord bearing N 22° 00'05" E 408.49 feet,  
N 41° 54' 12" E 192.76 feet,  
Northwesterly 850.38 feet along the arc of a curve to the left having a radius of 700.00 feet passing through a central angle of 69°36' 16" with a long chord bearing N 07°06' 04" E 799.04 feet,  
N 23° 44' 04" E 79.54 feet,  
N 23° 34' 41" E 60.09 feet,  
thence N 63° 05' 26" W 396.19 feet along the northeasterly right-of-way line of said Huron River Drive (120.00 feet total width)  
thence N 36° 19' 51" E 1763.93 feet,  
thence N 00° 04' 55" W 332.14 feet,  
thence northeasterly in the following eight (8) courses along an intermediate traverse line on the southeasterly bank of the Huron River, said



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intermediate traverse line lying southeasterly of the 735 foot contour line of said Huron River,

N 55° 50' 24" E 162.91 feet,

N 48° 13' 58" E 141.41 feet,

N 41° 53' 37" E 224.29 feet,

N 47° 10' 21" E 117.00 feet,

N 38° 21' 20" E 151.52 feet,

N 57° 10' 34" E 201.88 feet,

N 77° 13' 14" E 165.93 feet,

N 02° 57' 08" E 374.74 feet to the southwesterly right-of-way line of the Penn Central Railroad,

thence southeasterly along the southwesterly right-of-way line of said Penn Central Railroad 1065.99 feet along the arc of a non-tangential circular curve concave southwesterly, radius 2167.90 feet, central angle 28° 10' 24", chord S 78° 08' 32" E 1055.29 feet,

thence continuing southeasterly along the southwesterly right-of-way line of said Penn Central Railroad, 684.31 feet along the arc of a non-tangential circular curve concave southwesterly, radius 2196.90 feet, central angle 17° 50' 49", chord S 54° 41' 26" E 681.54 feet,

thence continuing southeasterly along the southwesterly right-of-way line of said Penn Central Railroad, 390.76 feet along the arc of a non-tangential circular curve concave southwesterly radius 2091.90 feet, central angle 10° 42' 09" chord S 40° 31' 56" E 390.19 feet,

thence continuing southeasterly along the southwesterly right-of-way line of said Penn Central Railroad, S 35° 11' 26" E 235.05 feet,

thence continuing southeasterly along the southwesterly right-of-way line of said Penn Central Railroad, S 34° 19' 33" E 697.23 feet,

thence S 23° 55' 12" W 1020.86 feet,

thence N 89° 18' 12" E 399.19 feet,

thence southerly in the following twelve (12) courses along an intermediate traverse line on the westerly bank of the Huron River, said intermediate traverse line lying westerly of the waters edge of said Huron River,

S 03° 42' 01" E 80.37 feet,

S 06° 17' 26" E 150.00 feet,

S 17° 05' 18" W 101.77 feet,

S 36° 22' 47" W 93.24 feet,

S 64° 41' 21" W 95.32 feet,

S 08° 50' 35" W 118.19 feet,

S 20° 01' 21" W 312.87 feet,

S 03° 23' 57" E 61.70 feet,

S 10° 27' 52" E 231.19 feet,

S 33° 30' 27" E 124.44 feet,

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S 34° 44' 42" E 96.92 feet,  
S 42° 09' 35" E 168.35 feet,

thence S 25° 42' 23" W 473.67 feet,  
thence S 87° 25' 00" W 46.69 feet,  
thence N 59° 34' 37" W 60.59 feet along the northeasterly right-of-way line of  
Huron River Drive,  
thence S 87° 25' 00" W 265.87 feet along the north right-of-way line of Huron  
River Drive,  
thence S 89° 06' 22" W 914.80 feet along the north right-of-way line of Huron  
River Drive,  
thence S 87° 25' 00" W 66.02 feet along the north right-of-way line of said Huron  
River Drive,  
thence N 00° 50' 30" W 251.35 feet,  
thence S 89° 09' 30" W 440.02 feet,  
thence S 00° 50' 30" E 263.99 feet to the POINT OF BEGINNING, being a part  
of Fractional Section 31, T2S, R7E, Superior Township, Washtenaw  
County, Michigan, together with all that land lying between the 735 foot  
contour line of the Huron River and the intermediate traverse line,  
also all that land lying between the waters edge of the Huron River and the  
intermediate traverse line on the easterly side of the above described  
parcel, containing 340.8 acres of land, more or less.

Roll call vote:

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

Nays: None

Absent: Green

The motion passed.

**J. ST. JOSEPH HOSPITAL, DEVELOPMENT AGREEMENT, PHASE 3C**

Clerk Phillips explained that Phase 3C consists primarily of construction of the front entrance to the hospital and associated changes and improvements to parking areas and driveways. Language was added in Section 2.7 that if the hospital fails to maintain the storm water system, the Township has the authority to perform the required maintenance and then bill the hospital for the services with an added fifteen percent charge for

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administrative fees. If the hospital failed to pay the charges, the charges would be placed on the hospital's property tax assessment.

It was moved by McKinney, seconded by Caviston to approve the Development Agreement for St. Joseph Mercy Health System, Critical Care North Tower, Phase 3C, Front Entry Additions/Renovations-Phase 3C.

**Superior Charter Township  
DEVELOPMENT AGREEMENT  
Saint Joseph Mercy Health System  
Critical Care North Tower  
Front Entry Addition/Renovations-Phase 3C**

This Development Agreement ("*Agreement*") is entered into as of the day of July, 2009, by and between Saint Joseph Mercy Health System ("*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 a 7-story patient care tower approximately 227,677 sq ft, which includes the mechanical storage penthouse and lower level. Site improvements for Phase 3C include the demolition of the original hospital towers, construction of a new main entrance to the patient care towers and improvements to the vehicular parking lot and pedestrian walkways. This 7-story patient tower is being proposed as a means of meeting current industry standards for equipment storage, nursing stations, and room size, and matches bed count without decreasing open space. Existing bed count will not change.

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- B. WHEREAS, the Developer desires to develop the new building pursuant to the Superior Township Zoning Ordinance No. 174; 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 5,883 square foot building addition; and
- E. WHEREAS, all parking and drives for the subject project are to be bituminous with concrete curb and gutter with designated sidewalks to be concrete; and
- F. 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 System complex; and
- G. WHEREAS, the Developer desires to build all necessary infrastructure, such as, but not limited to, storm sewers, water main, sanitary sewer, driveways, sidewalks, curb and gutter, parking improvements, lighting and landscaping, without the necessity of special assessments by the Township; and
- H. WHEREAS, the Developer desires to install the grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the additional drainage of storm water 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 storm water from the subject development; and
- I. WHEREAS, all contracts, maintenance 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 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
- K. WHEREAS, on May 27, 2009, the Superior Township Planning Commission passed a motion to approve Critical Care Tower, Front Entry Addition/Renovation-Phase 3C, with conditions and all conditions have been satisfactorily met; and
- K. WHEREAS, Section 10.05(G) of the Superior Township Zoning Ordinance requires the execution of a Development Agreement in connection with the

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approval of the final site plan for the Development which Agreement shall be binding upon the Township, and the Developer 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 for the Development the parties agree as follows:

**ARTICLE I  
GENERAL TERMS**

- 1.1 Recitals Part of Agreement.** The 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 Medical Services District (MS) for the development and for purposes of recordation shall be referred to as the Critical Care North Tower, Front Entry Addition/Renovation- Phase 3C.
- 1.3 Approval of Site Plan.** The final site plan, dated March 31, 2009 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, as Amended.
- 1.4 Conditions of Site Plan Approval.** The 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 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**

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- 2.1 Permitted Principal Uses.** The only permitted principal use within the Critical Care North Tower, Front Entry Addition/Renovation-Phase 3C project shall be for main entry to the hospital, waiting area, vehicular parking and pedestrian walkways as depicted on the Township's approved final site plan dated March 31, 2009.
- 2.2 Payment of Fees and Invoices.** The 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.

**2.32.4 Tree Preservation.**

- The protection of trees shown to be preserved on the approved Final Site Plan; the removal of trees; the selection, placement and installation of replacement trees, including the posting of a performance guarantee; and the inspection of preserved trees, transplanted trees and replacement trees; shall be in accordance with Section 14.05(F) of the Superior Township Zoning Ordinance.
- 2.4 Responsibility to Preserve, Retain, and Maintain Site.** During the period of construction the 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 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 are free of trash, rubbish or unsightly weeds and during the construction shall maintain the area and landscaping in an attractive state. Developer shall preserve and retain the open space areas within the site in their natural state, with minimal intrusion, subject to the right of 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 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 Developer setting forth the manner in which 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

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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 Storm Water Management.** It is understood that storm water improvements as part of this phase of construction will be transmitting storm water runoff from the site improvement areas to existing stormwater management facilities, and that these facilities may not meet the current standards of the Washtenaw County Drain Commission and/or Township Engineering Standards. However, Developer agrees to make storm water management facility improvements to the existing infrastructure in the form of storm water treatment devices, as shown on the approved Final Site Plan.

Owner/Applicant/Developer agrees to maintain the on-site storm water management system at no expense to the Township, including all piping, structures, basins, and other facilities associated with the system. The storm water treatment devices shall be maintained per the manufacturer's recommendation, which shall be provided to the Township and Township Engineer. In the event Developer at any time fails to maintain or preserve storm water management facilities in accordance with this Agreement, the Township may serve written notice upon the Developer setting forth the deficiencies in the maintenance and/or preservation of the storm water management system. Said written notice shall include a demand that definitive action be taken to cure deficiencies of maintenance and/or preservation within 10 days and cured within thirty (30) days of the date of receipt of the notice. If no action is taken on the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any extension thereof, the Township in order to prevent the storm water management system from becoming a nuisance, may enter upon the property and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a fifteen (15) percent surcharge for administrative costs, shall be assessed to the owner of the site at the time such maintenance and/or preservation is performed or its successors or assigns, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes. ,

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**2.8 Landscape Plan for Development.**

The Developer has included a landscape plan on the final site plan dated March 31, 2009 for the Development depicting the type, size, and location of landscaping materials. Such plan considers landscaping within the Development. The Landscaping shall be installed in accordance with the approved plan prior to the issuance of Certificate of Occupancy

**2.9 Construction Access.** 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 Developer.

**2.10 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 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.

**D.** 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.

**E.** The record drawings submitted shall be inclusive of the entire SJMHS campus.

**2.11 Inspection Escrow for Improvements as Shown on Final Site Plan.** Developer has provided a layout to the Township showing all site improvements which the 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 **1.12(C)** of the Superior Charter Township Zoning Ordinance. Prior to the scheduling of the pre-construction meeting, the Developer will deposit a total of \$19,700.00 in escrow with the Township to secure the cost of inspection of the site improvements. The Developer will



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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 3C as stated in Section 2.11 of the Development Agreement". The \$19,700.00 escrow amount stated above is based on specifications and estimates prepared by the 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 Developer 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. As stipulated by Section 1.12(B) of the Superior Township Zoning Ordinance, if at any time the escrow funds on deposit appear insufficient to cover anticipated costs and expenses for inspections, the Township shall provide written notice to the Developer and the Developer will be required to promptly deposit additional funds in accordance with the written request from the Township.

**2.12 Underground Utilities.** Developer shall install all electric, telephone, cable and other communication systems underground in accordance with the requirements of the applicable utility company.

**2.13 Performance Guarantee for Site Improvements.** The Developer shall provide security in the amount of \$400,000.00 to the Township to assure the installation of all site improvements which the Developer proposes to install as reflected in the approved Final Site Plan of the Development, including, but not be limited to, streets and drives, parking lots, walkways, grading, soil erosion control measures, sidewalks, storm drainage systems, and utilities (water and sewer). 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 prior to the scheduling of the pre-construction meeting with the Township Treasurer's Office in the form of cash or irrevocable letter of credit (whichever /Applicant/Developer may elect), payable to the Charter Township of Superior. The irrevocable letter of credit shall state "Security for Site Improvements as stated in Section 2.13 of the Critical Care North Tower, Front Entry Addition/Renovation-Phase 3C". The \$400,000.00 performance guarantee amount stated above is based on specifications and estimates prepared by the Developer's Engineer and approved by the Township's engineer, based on the Final Site Plan 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

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occupancy. The Township shall refund the cash 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. The Developer may also receive partial refund(s) and/or reductions in the amount of the surety as improvements are completed by providing written notice of completion as set forth in this paragraph.

- 2.14 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 Development until engineering plans are reviewed and approved. The Township agrees that all plan reviews required by its engineer shall be completed in a timely manner.
- 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 Critical Care Tower Addition Phase 3C, 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.
- 3.3 Township Approval.** This Agreement has been approved by the Developer and Township, through action of the Township Board at a duly scheduled meeting.
- 3.4 Developer Approval.** The signers on behalf of Developer below represent by their signatures that they represent and have authority to bind such parties.

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Developer has signed to show only that they consent to the terms of the Agreement being made applicable to the property.

- 3.7 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.
- 3.8 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.





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recorded return to:

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

**ATTACHMENT A**

**LEGAL DESCRIPTION OF  
ST. JOSEPH MERCY HOSPITAL  
TOTAL LAND OWNERSHIP, SECTION 31, T2S, R7E,  
SUPERIOR TOWNSHIP, WASHTENAW COUNTY, MICHIGAN**

Commencing at the S 1/4 corner of fractional Section 31, T2S, R7E, Superior Township, Washtenaw County, Michigan, thence S 88° 07' 45" W 66.01 feet along the south line of fractional Section 31 and the centerline of Clark Road, thence N 00° 50' 30" W 60.01 feet to the POINT OF BEGINNING,

thence S 88° 07' 45" W 2428.11 feet along the north right-of-way line of Clark Road (60.00 feet 1/2 width),  
thence along the east right-of-way line of Golfside Road extension in the following six (6) courses:

N 02° 05' 59" E 133.16 feet,  
Northeasterly 416.82 feet along the arc of a curve to the right having a radius of 600.00 feet passing through a central angle of 39°48' 13" with a long chord bearing N 22° 00'05" E 408.49 feet,  
N 41° 54' 12" E 192.76 feet,  
Northwesterly 850.38 feet along the arc of a curve to the left having a radius of 700.00 feet passing through a central angle of 69°36' 16" with a long chord bearing N 07°06' 04" E 799.04 feet,  
N 23° 44' 04" E 79.54 feet,  
N 23° 34' 41" E 60.09 feet,  
thence N 63° 05' 26" W 396.19 feet along the northeasterly right-of-way line of said Huron River Drive (120.00 feet total width)  
thence N 36° 19' 51" E 1763.93 feet,  
thence N 00° 04' 55" W 332.14 feet,  
thence northeasterly in the following eight (8) courses along an intermediate traverse line on the southeasterly bank of the Huron River, said intermediate traverse line lying southeasterly of the 735 foot contour line of said Huron River,

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N 55° 50' 24" E 162.91 feet,  
N 48° 13' 58" E 141.41 feet,  
N 41° 53' 37" E 224.29 feet,  
N 47° 10' 21" E 117.00 feet,  
N 38° 21' 20" E 151.52 feet,  
N 57° 10' 34" E 201.88 feet,  
N 77° 13' 14" E 165.93 feet,  
N 02° 57' 08" E 374.74 feet to the southwesterly right-of-way line of the  
Penn Central Railroad,

thence southeasterly along the southwesterly right-of-way line of said Penn  
Central Railroad 1065.99 feet along the arc of a non-tangential circular  
curve concave southwesterly, radius 2167.90 feet, central angle 28° 10'  
24", chord S 78° 08' 32" E 1055.29 feet,  
thence continuing southeasterly along the southwesterly right-of-way line of said  
Penn Central Railroad, 684.31 feet along the arc of a non-tangential  
circular curve concave southwesterly, radius 2196.90 feet, central angle  
17° 50' 49", chord S 54° 41' 26" E 681.54 feet,  
thence continuing southeasterly along the southwesterly right-of-way line of said  
Penn Central Railroad, 390.76 feet along the arc of a non-  
tangential circular curve concave southwesterly radius 2091.90 feet,  
central angle 10° 42' 09" chord S 40° 31' 56" E 390.19 feet,  
thence continuing southeasterly along the southwesterly right-of-way line of said  
Penn Central Railroad, S 35° 11' 26" E 235.05 feet,  
thence continuing southeasterly along the southwesterly right-of-way line of said  
Penn Central Railroad, S 34° 19' 33" E 697.23 feet,  
thence S 23° 55' 12" W 1020.86 feet,  
thence N 89° 18' 12" E 399.19 feet,  
thence southerly in the following twelve (12) courses along an intermediate  
traverse line on the westerly bank of the Huron River, said intermediate  
traverse line lying westerly of the waters edge of said Huron River,

S 03° 42' 01" E 80.37 feet,  
S 06° 17' 26" E 150.00 feet,  
S 17° 05' 18" W 101.77 feet,  
S 36° 22' 47" W 93.24 feet,  
S 64° 41' 21" W 95.32 feet,  
S 08° 50' 35" W 118.19 feet,  
S 20° 01' 21" W 312.87 feet,  
S 03° 23' 57" E 61.70 feet,  
S 10° 27' 52" E 231.19 feet,  
S 33° 30' 27" E 124.44 feet,  
S 34° 44' 42" E 96.92 feet,  
S 42° 09' 35" E 168.35 feet,

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thence S 25° 42' 23" W 473.67 feet,  
thence S 87° 25' 00" W 46.69 feet,  
thence N 59° 34' 37" W 60.59 feet along the northeasterly right-of-way line of  
Huron River Drive,  
thence S 87° 25' 00" W 265.87 feet along the north right-of-way line of Huron  
River Drive,  
thence S 89° 06' 22" W 914.80 feet along the north right-of-way line of Huron  
River Drive,  
thence S 87° 25' 00" W 66.02 feet along the north right-of-way line of said Huron  
River Drive,  
thence N 00° 50' 30" W 251.35 feet,  
thence S 89° 09' 30" W 440.02 feet,  
thence S 00° 50' 30" E 263.99 feet to the POINT OF BEGINNING, being a part  
of Fractional Section 31, T2S, R7E, Superior Township, Washtenaw  
County, Michigan, together with all that land lying between the 735 foot  
contour line of the Huron River and the intermediate traverse line,  
also all that land lying between the waters edge of the Huron River and the  
intermediate traverse line on the easterly side of the above described  
parcel, containing 340.8 acres of land, more or less.

Roll call vote:

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

Nays: None

Absent: Green

The motion passed.

**K. ENERGY AUDIT OF TOWNSHIP BUILDINGS**

The Township recently requested proposals to complete a Technical Energy Analysis (TEA) on all of the Township's buildings. Replies were received from six firms:

DiClemente Siegel Design, Inc., 28105 Greenfield Rd., Southfield, MI 48076

Kelly-Tinker Architects, 321 S. Main St., #216, Ann Arbor, MI 48104



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RizzoloBrown + Novak Architects and J.S. Vig's Project Green (The Project Green Team), 157 E. Hoover Ave., Ann Arbor, MI 48104

Lopez & Associates, 6735 Vreeland Road, Superior Township, MI 48198

AC3, 210 E. Hoover St., Ann Arbor, MI 48104-1913

Orchard, Hiltz & McCliment Inc. (OHM), 34000 Plymouth Road, Livonia, MI 48150

Proposals ranged from \$7,500 to \$24,000. The proposals differ on the scope of services to be provided. The proposals are lengthy and contain extensive supporting documentation on qualifications, staff resumes and experience. It would be very difficult to provide a copy of the proposals to each Board member. Board members are welcome to review the proposals at the Township Hall. An energy audit has never been completed on any of the Township's building. Several of the older Township buildings probably have more opportunities to improve energy efficiency. Energy efficiency improvements would result in reduced utility bills and better comfort levels for employees and visitors. It is anticipated that the State of Michigan will soon announce a Request for Proposal for Energy Efficiency and Conservation Block Grants (EECBG) for Non-Entitlement Communities. These grants would fund improvements that result in a reduction of energy use, reducing fossil fuel emissions and for improvements in energy efficiency. Superior Township is classified as a Non-Entitlement Community. It is anticipated that the EECBG applications will require a TEA in order to support the claim of energy use reduction and improvements in energy efficiency.

Preliminary information indicates that the State is expected to issue the RFPs in August 2009, with a due date of September 2009. If the Township wishes to preserve an opportunity to submit an EECBG grant application which is accompanied by a TEA, the Township should approve a proposal for a TEA as soon as possible. The completion time for a TEA is typically between four to six weeks.

It was moved by Phillips, seconded by McKinney, to approve Township administrative staff to consult with Township employees to review all of the proposals and to decide which Township buildings a TEA should be completed on and which consultant to hire. Further, that the Board authorizes the Township Supervisor to sign a contract with the chosen firm(s) for completion of the TEA(s) and that the total amount for completion of all TEAs is not to exceed \$7,500.

Roll call vote:

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

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Nays: None

Absent: Green

The motion passed.

**L. WASHTENAW COUNTY ROAD COMMISSION, ADDITIONAL ROAD WORK DUE TO COST SAVINGS**

Supervisor McFarlane explained that the price of asphalt is lower than expected. The Township could request the Road Commission to complete the same projects contained in the 2009 Agreement, which was approved by the Board on May 19, 2009. The Township would then receive a refund due to the reduced cost of materials. Or, the Township could request that the Road Commission use the extra money to complete additional road improvement projects. The additional road work would consist of additional overlay paving on Cherry Hill Road, Hamlet, and McArthur Drive. Also, additional berming and gravel replacement would be completed along some of the Township's gravel roads. The Road Commission prepared a 2009 Superior Township Revised Agreement which contains all of the additional work to be completed. The amount the Township will pay under the revised agreement \$356, 772. 60 is less than the amount for the original agreement, \$360,172.60.

It was moved by Caviston, seconded by McKinney, to approve the 2009 Superior Township Revised Agreement for road improvements by the Washtenaw County Road Commission and to authorize the Supervisor to sign the document.

Roll call vote:

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

Nays: None

Absent: Green

The motion passed.

**M. RETIREMENT PROPOSAL OF GLORIA SIMILO**

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Gloria Similo submitted letter to Township Officials and Rick Mayernik. On December 4, 2009, she will have been employed by the Township for nineteen years. She has worked as a clerical in various departments within the Township. She has requested incentives to retire on October 7, 2009. She indicated that if she stays working, she may retire in February 2010, or stay longer. She requested that she be paid for 100% of her sick days, instead of the 25% indicated in the Township Personnel Manual. She also requested her vision and dental insurance be paid until December 31, 2009. The Township computed that these additional benefits would result in a cost to the Township of \$3,020.58 for the increased payout of her sick leave. Cobra coverage for her dental insurance would be \$76.70 per month and \$24.40 for vision insurance. Total cost to the Township would be \$3,222.78. There was discussion about the merits and cost of the proposal and how staffing would be readjusted as a result of her absence.

It was moved by McKinney, seconded by Lewis, that if Township employee Gloria Similo agrees to retire by October 6, 2009, the Township agrees to approve paying her 100% of her accumulated sick leave and to provide Cobra coverage of her dental and health insurance until December 31, 2009.

The motion carried by a voice vote.

**N. BUDGET AMENDMENTS, GENERAL FUND, BUILDING FUND,  
BUILDING FUND, PARK FUND, FIRE FUND AND UTILITY DEPARTMENT**

It was moved by McKinney, seconded by Lewis, to approve the following budget amendments:

<b>GENERAL FUND BUDGET AMMENDMENTS</b>		<b>7/20/09</b>	
<b>BUDGET LINE #</b>	<b>DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
101-965-965-000	TRANSFER TO RESERVE	DECREASE	\$ 12,635.00
101-000-699-000	APPROPRIATION FROM FUND BALANCE	\$ 12,635.00	DECREASE
	<b>TOTAL OF DEBITS/CREDITS</b>	<b>\$ 12,635.00</b>	<b>\$ 12,635.00</b>

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<b>BUILDING FUND BUDGET AMENDMENTS 6-15-09</b>			
<b>BUDGET LINE #</b>	<b>DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
249-000-610-000	CHARGES FOR SERVICES	\$ 100,000.00	DECREASE
249-000-699-000	APPROP FROM FUND BALANCE	INCREASE	\$ 104,000.00
249-000-664-000	INTEREST	\$ 6,500.00	DECREASE
249-000-664-050	INTEREST ON RESERVES	\$ 8,500.00	DECREASE
249-371-703-000	CONTRACT SERVICES	DECREASE	\$ 11,000.00
	<b>TOTAL OF DEBITS/CREDITS</b>	<b>\$ 115,000.00</b>	<b>\$ 115,000.00</b>

**11. PAYMENT OF BILLS**

It was moved by McKinney, seconded by Caviston, that the bills be paid, as submitted in the following amounts: General Fund - \$8,184.44, and Utilities- \$2,347.00 for a total of \$10,531.44; 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 McKinney, supported by Caviston, that the meeting adjourn. The motion carried by a voice vote and the meeting adjourned at 9:05 p.m.

Respectfully submitted,

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David Phillips, Clerk

William McFarlane, Supervisor