

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
AUGUST 17, 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 August 17, 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, Roderick Green, Lisa Lewis and Alex Williams.

**4. ADOPTION OF AGENDA**

It was moved by McKinney, seconded by Caviston, to adopt the agenda with the addition of a Resolution for Restricted Parking on Stamford Road at MacArthur Boulevard as item I. under New Business.

The motion carried by a voice vote.

**5. APPROVAL OF MINUTES**

**A. REGULAR MEETING OF JULY 20, 2009**

It was moved by Caviston, seconded by Green, to approve the minutes of the regular Board meeting of July 20, 2009, as presented.

The motion carried by a voice vote.

**6. CITIZEN PARTICIPATION**

**A. NON-AGENDA ITEMS**

Trustee Lisa Lewis conveyed a thank you from a family who lost their young son due to a medical emergency. They wanted to thank the fire fighters and deputies who responded. They expressed their thanks for the dedicated and honorable work the responders performed. It was subsequently determined that the deputies involved were Vantuyl, Hunt and Sgt. Campbell. The firefighters involved were French, Sanford and Braman.

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**7. REPORTS**

**A. SUPERVISOR REPORT**

The Supervisor reported on the following: he will be presenting the millage for adoption at the September 21, 2009 Board meeting. He will propose lowering the police millage from 2.25 mills to 2.15 mills; the fire millage will be lowered from 3.0 mills to 2.9 mills; and the general fund millage will remain the same. He said the Township expects to receive less in state shared revenue and property tax collections during the next year. However, the Township has adequate reserves in all funds and will continue to cut spending where possible. He feels the Township should be able to “hold our own” the next two years. Supervisor McFarlane further reported that from 10:00 am to 1:00 pm on Friday, August 21, 2009 the Washtenaw County Sheriff’s Department will be giving away free children car seats at Fireman’s Park. In order to receive a free seat, the vehicle and child must be present. On Tuesday, August 18, 2009, Township officials will be meeting with representatives from Hummana, LLC and the potential buyers of the property to attempt to facilitate the purchase of the property and the resolution of the lawsuit. Township officials have continued to monitor the situation in the MacArthur Boulevard area. The new curfew ordinance, restricting visitor parking and increased police patrols have all resulted in a reduction in the number of shots fired complaints and criminal behavior. The assignment of the summer deputy will soon end. They will be reassigned to the school system. However, the Township will collaborate with Ypsilanti Township on a special detail that will provide six deputies rotating between Ypsilanti Township and the MacArthur Boulevard area. Willow Run Schools has requested to collaborate with the Township on an Energy Efficiency Community Block Grant. The Township is researching if this is possible.

**B. DEPARTMENT REPORTS: BUILDING DEPARTMENT, FIRE DEPARTMENT, FIRE MARSHALL, FALSE ALARM REPORT, HOSPITAL FALSE ALARM, ORDINANCE OFFICER REPORT, PARK COMMISSION MINUTES, SHERIFF’S REPORT, UTILITY DEPARTMENT AND ZONING REPORT**

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

The motion carried by a voice vote.

**C. FINANCIAL REPORTS, PERIOD ENDING JUNE 30, 2009, GENERAL FUND, BUILDING DEPARTMENT, FIRE DEPARTMENT, FIRE RESERVE FUND, LAW ENFORCEMENT, PARKS AND RECREATION DEPARTMENT, LEGAL DEFENSE FUND, SIDE STREET**

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**MAINTENANCE, STREET LIGHT FUND, PAYROLL FUND, HYUNDAI,  
SAD FUND AND UTILITY DEPARTMENT FUND**

It was moved by Caviston, seconded by Green, that the above financial reports be received.

The motion carried by a voice vote.

**8. COMMUNICATIONS**

**A. WASHTENAW COUNTY ROAD COMMISSION, CDBG FUNDING OF  
ROAD IMPROVEMENTS FOR ABBEY AND ASHLEY STREETS**

The Washtenaw County Road Commission offered estimates for road improvements using possible CDBG funding. The milling and resurfacing of Abbey Street from Ascot to the Dead End is estimated at \$79,000. The milling and resurfacing of Ashley from Andover to Abbey is estimated at \$57, 000.

It was moved by Caviston, seconded by Lewis, to accept the communication from the Washtenaw County Road Commission which includes estimates for the milling and resurfacing of Abbey and Ashley Streets using possible CDBG funding.

The motion carried by a voice vote.

**B. WASHTENAW COUNTY ROAD COMMISSION, PROPOSED  
SERVICE LEVEL ADJUSTMENT-PUBLIC COMMENT PERIOD**

Due to reduced revenues and increased costs, the Washtenaw County Road Commission has begun a review of their "Core Services". They are proposing Service Level Adjustments which include a reduction of services such as snow plowing, the cutting of trees, reduced street sweeping, reducing availability of matching funds and other reductions. They are receiving public comment on the proposed reduction of services until September 25, 2009.

It was moved by Green, seconded by Caviston, to accept the communication from the Washtenaw County Road Commission which outlines the proposed reduction in of service level adjustments and the opportunity for public comment.

The motion carried by a voice vote.

**9. UNFINISHED BUSINESS**

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There was no unfinished business.

10. **NEW BUSINESS**

**A. FIRE DEPARTMENT PURCHASE OF TURNOUT GEAR**

Fire Chief Roberts outlined the need to purchase new turnout gear for Captains Bach, Judson and Smith. He recommended that the gear be purchased from West Shore Fire Services in the amount of \$5,685.00. West Shore Services is the sole source supplier in this area for the brand of turnout gear they have selected.

It was move by McKinney and seconded by Lewis that the Superior Township Board authorize the Fire Department to purchase turnout gear for Captains Bach, Judson and Smith from West Shore Services in the amount of \$5,685.00 with \$5,000 to be taken from fire line item 750 and \$685 to be taken from fire line item 740.

The motion carried by a unanimous voice vote.

**B. UTILITY DEPARTMENT , STAMFORD ROAD 15-INCH SANITARY SEWER REHABILITATION**

On February 2, 2009, the Board authorized the Township's Engineers, Orchard, Hiltz and McCliment, Inc. (OHM), to prepare a proposal for the rehabilitation of the Stamford Road sanitary sewer. This was war housing infrastructure and is the oldest section of sewer in the Township. Previous studies have identified leaks, infiltration, poor joints and other problems in the sewer. The project is outlined in the Utility Department's 2008-2013 Capitol Improvement Plan as a 2009-2010 project. OHM completed the proposal and the Utility Department requested bids for the project. A total of six bids were received. The three lowest bids were identified and OHM evaluated them. Dave Schroeder was present. His letter indicated OHM is recommending that the project be awarded to the lowest bidder, Inland Waters Pollution Control, Inc. in the amount of \$143,776.00. Inland Waters has completed projects for several neighboring communities, has posted the required bid bond, they meet the qualifications set forth in the contract and OHM indicated they are capable of performing the work. Utility Director Rick Church was present and commented that as outlined in his letter, he concurs with OHM's recommendation. The project is expected to start soon and be completed by October 9, 2009. Minimal excavation is expected.

It was moved by Lewis, seconded by Caviston, that the Superior Township Board concurs with the recommendation of the Utility Director and OHM to award the contact for the rehabilitation of the Stamford Road 15-inch sanitary sewer to Inland Waters

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Pollution Control, Inc. for the sum of \$143,776.60; and authorizes the Supervisor to sign the contract with Inland Waters Pollution Control, Inc.

Roll call vote:

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

Nays: None

The motion passed.

**C. SUPERIOR TOWNSHIP POLICY FOR PLACING DELINQUENT UTILITY BILLS ON THE WINTER TAX ROLL**

Rick Church, Utility Director, and Diana Rivas, Utility Department Office Manager were present. They explained the process for notification, attempting to collect and placing delinquent water bills on the tax roll was old and difficult to follow. They proposed amending the process to require the Board to complete an annual review of the list at a meeting held in October so that they can authorize unpaid balances that were delinquent as of December 31 of the previous year be placed on the following Winter Tax Roll. Customers will be provided with ample notification and opportunity to pay the delinquent bills.

It was moved by McKinney, seconded by Lewis, for the Superior Township Board to adopt the Superior Charter Township Policy for Placing Delinquent Bills on the Winter Tax Roll as follows:

**SUPERIOR CHARTER TOWNSHIP  
Policy for Placing Delinquent  
Utility Bills on the Winter Tax Roll**

Annually, at an October Board Meeting, the Board will review a list of water/sewer billing accounts that have unpaid balances that remain delinquent from the previous year. It is the policy of the Board to authorize the Treasurer to place these unpaid delinquent balances onto the next Winter Tax Roll.

1. In an effort to collect the delinquent balances, prior to their being placed on the Winter Tax Roll, Utility Department personnel will:

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- Notify the affected property owners, by letter, that the outstanding amounts from the previous year are scheduled to be added to their property taxes, unless they are paid
  - Provide a payment deadline as part of the letter
  - Track all payments toward these balances that are received by the Utility Department by the deadline. (Note: Payments that are received after the deadline will be applied to the water/sewer account as a credit toward the following year's tax roll list.)
2. The list that is provided to the Board will include the following information:
- Property Sidwell Numbers
  - Property Owner(s) Name(s)
  - Street Addresses
  - Delinquent Balances Owed for the Period Described Above

The motion carried by a unanimous voice vote.

**D. UTILITY DEPARTMENT RATE INCREASE**

Rick Church, Utility Department Director and Diana Rivas, Utility Department Office Manager were present. They indicated that Ypsilanti Communities Utility Authority was raising the fees for the water they supplied to customers in Superior Township and Ann Arbor Township was raising the fees for the water and sewer they provided to customers in Superior Township. The dollar amount increase from YCUA and Ann Arbor Township was passed on to Superior Township Utility Department customers with no additional markup. Ann Arbor Township was also raising the Special Connection Fees and the Superior Township Utility Department was increasing the Residential Water Meter Test Fees.

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WASHTENAW COUNTY, MICHIGAN  
August 17, 2009

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

At a regular meeting of the Township Board of Trustees of Superior Charter Township, Washtenaw County, Michigan, held at the Township Hall of said Township on the 17<sup>th</sup> of

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August, 2009, at 7:30 p.m. Eastern Standard Time, the following resolution was offered by Phillips and supported by Lewis.

WHEREAS, this Board is authorized by statute and by the provisions of Township Ordinance No. 169 to determine by resolution rates, fees and charges for services and benefits by Township's sewer and water systems, and

WHEREAS, Ypsilanti Community Utilities Authority has increased the charge for water by 3.18%, and Ann Arbor Township has increased the charge for water by 12.76% and sewer by 11.53%, and

WHEREAS, the Superior Charter Township Utility Fund may not operate at a deficit, and

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

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

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

Service Rates:

- A. Water and sewer (including wastewater treatment) rates for Township customers served from the YCUA system:

Effective August 1, 2009

Water	\$3.565 per 100 cubic feet
Minimum quarterly billing	\$35.65 (1000 cubic feet)

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

- B. Water and sewer (including wastewater treatment) rates for Township customers served from the Ann Arbor Charter Township system:

Effective July 1, 2009

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Water	\$5.832 per 100 cubic feet
Minimum quarterly billing	\$58.32 (1000 cubic feet)
<u>Effective July 1, 2009</u>	
Sewer/Wastewater Treatment	\$5.706 per 100 cubic feet
Minimum quarterly billing	\$57.06 (1000 cubic feet)

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

Special Rates:

Special Connection Fees

All properties within the Township that receive water and sewer service pursuant to the Township’s contract with Ann Arbor Charter Township shall pay the following special connection fees in addition to the Township’s regular inspection/connection fee (these fees are pass-through fees):

<u>Service Line Size</u>	<u>Sewer Fee</u>	<u>Water Fee</u>
1”	\$ 2,235.00	\$ 2,620.00
1-1/2”	\$ 5,029.00	\$ 5,895.00
2”	\$ 8,940.00	\$10,480.00

Callout (Other than regular business hours)

For non-major properties, for all services requested that are determined as not the responsibility of the Township Utility Department, the charge shall be the average cost to the Township per man (3 hour minimum).

Residential Water Meter Test Fee:

At a homeowner/resident’s request, a residential water meter can be removed and sent for testing in order to validate its accuracy. A \$60.00 fee to remove and then reinstall the water meter, as well as the fee the Township is charged for the meter test, will be billed to the homeowner/resident. Please note that the cost to test the meter will need to be obtained at the time it is requested.

If the meter test results show that the meter accuracy falls outside of the AWWA Standards, the \$60.00 remove/reinstall fee and the meter test fee will be waived.



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Water Turn-On Fees

If the water is shut-off at a business or residence due to either nonpayment of the water/sewer bill or noncompliance with the Utilities Ordinance, a fee of \$60.00 will be paid to the Utility Department, prior to the water being turned back on.

A homeowner can request that the water be shut-off at their residence for any reason. This service will be performed during normal business hours at no charge to the homeowner once per calendar year.

If this service is requested to be done during normal business hours, but more than once per calendar year, a \$60.00 fee, per occurrence (beginning with the second occurrence), will be charged.

If this service is requested to be done during hours that are not normal business hours, the callout fees (3 hour minimum) listed under the "Callout" section will be charged to the homeowner.

Roll call vote:

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

Nays: None

The motion passed.

**E. NEW COPY MACHINE**

The Township currently has two copy machines. One is relatively new, is still under the original lease and is not in need of replacement. The second machine is old, the lease is expired and it does not do two sided copies, scanning or color copies. For an additional amount of \$35.00 per month, the Township can replace the old copy machine with a new Ricoh machine that will do high speed copying, two sided copying, scanning and color copying. Susan Mumm and Clerk David Phillips met with sales representatives from Ricoh and OCE's and reviewed specifications and costs on four copy machines. Susan

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Mumm is recommending that the Township purchase a lease on a Ricoh 4000 SPF Black and White/Color copier. The lease would be \$303.00 per month for 36 months. There would be additional costs of \$.006 per copy for black and white copies and \$0.065 per copy for color copies.

It was moved by McKinney, seconded by Caviston to concur with the recommendation of Susan Mumm, Technology Administrator, to eliminate the month-to-month lease on the Pitney Bowes C500 copy machine and replace it with a Ricoh 4000 SPR Black and White and Color capable copy machine on a 36 month lease for \$303.00 per month with the cost of black and white copies being \$0.006 per copy and the cost of color copies being \$0.065 per copy.

Roll call vote:

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

Nays: None

Absent: Green

The motion passed.

**F. BERG MEDICAL OFFICE, DEVELOPMENT AGREEMENT, FIRST AMENDMENT**

Berg Medical is nearing completion. The developer for Berg Medical requested a reduction in the amount of securities they posted with the Township to cover site improvements. During the review of their request, the Township Engineer, David Schroeder, recommended that Section 2.3 be amended to remove the requirement for the developer to post a bond in the amount of \$107,000.00 for the detention storm water infrastructure and soil erosion. He was present and explained that the storm water system was a private system and the Township typically did not collect Maintenance and Guarantee bonds on private systems. Mr. Schroeder also explained that Section 2.2 addressed the Township's ability to complete required maintenance and preservation of the entire storm water detention system and to assess all of the Township's costs to the owner. Township Administrative staff reviewed Mr. Schroeder's recommendation and concurred. The original Development Agreement was amended to remove the requirement, as outlined by Section 2.3, for the developer to post the \$107,000.00 bond

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for the storm water infrastructure and soil erosion. There were no other material changes to the original Development Agreement

It was moved by Phillips, seconded by Caviston to approve the Berg Medical Office, Development Agreement, First Amendment and to authorize the Supervisor to sign the Agreement.

**SUPERIOR CHARTER TOWNSHIP  
DEVELOPMENT AGREEMENT  
BERG MEDICAL OFFICE**

First Amendment (To Remove the Requirement to Post a Maintenance and Guarantee Bond for Detention Storm Sewer Infrastructure and Soil Erosion as Outlined in Section 2.3)

This First Amendment to the Development Agreement (the "First Amendment") is dated as of the 17th day of August, 2009 and is the first amendment to the Development Agreement ("Agreement") entered into as of the 20th day of June, 2007, by and between River Place Offices, LLC, a Michigan limited liability company whose address is 27087 Gratiot Ave., Roseville, Michigan 48066, "Owners/Developers"), and the Charter Township of Superior, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "Township"). The Agreement was recorded on the 10<sup>th</sup> day of July, 2007, in Liber 4633, Page 756, with Washtenaw County Register of Deeds. This First Amendment amends the Agreement only as follows:

**RECITALS**

- A. WHEREAS**, the Developer desires to develop an overall parcel consisting of 2.27 acres in Section 31 of Superior Township and Section 6 of Ypsilanti Township, which real property is described on Exhibit "A" attached hereto and made a part of this Agreement, which is located on Huron River Drive currently consisting of undeveloped land. The office development proposes a two story office building which is located in Ypsilanti Township with part of the parking and the detention pond located in Superior Township; and
- B. WHEREAS**, the Developer desires to develop the office building pursuant to the Superior Township Zoning Ordinance No.134, as amended and pursuant to all applicable Articles and Sections; and
- C. WHEREAS**, the Developer desires to build all necessary on-site infrastructure, such as, but not limited to utility lines, storm water detention, entrance drives, parking, a pedestrian path, sidewalks, and necessary curbs and gutters, without the necessity of special assessments by the Township; and

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- D. WHEREAS**, agreements, approvals, and conditions agreed to by the Developer and the Township remain in effect, including, but not limited to, conditions of all approvals by the Township regarding zoning and final site plan approval for the entire Development and permits that may have been issued by appropriate governmental review agencies for the subject site; and
- E. WHEREAS**, on May 24, 2006, the Township's Planning Commission passed a motion to approve the final site plan for the Development conditioned upon the engineering and planning issues raised by the Township Engineer and Township Planner being resolved.
- F. WHEREAS**, on January 15, 2007, the Planning and Engineering Consultants' determined that all of the conditions of final site plan approval had been satisfied; and
- G. WHEREAS**, the approved final site plan for the Development is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Development; and
- H. WHEREAS**, Section 10.04F1 of the Township's Zoning Ordinance requires the execution of a Development Agreement in connection with the approval of the final site plan for the Development, which Agreement shall be binding upon the Township, Developer and the owners of the site, their successors-in-interest and assigns;

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

**ARTICLE I  
GENERAL TERMS**

- 1.1 Recitals Part of Agreement.** Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.
- 1.2 Zoning District.** The Township acknowledges and represents that the Development is zoned O-1 (Office) for the development and for purposes of recordation shall be referred to as Berg Medical Office Development.

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- 1.3 Approval of Final Site Plan.** The final site plan, dated 5-8-06, a copy of which is attached hereto and made a part hereof, has been approved pursuant to the authority granted to and vested in the Township pursuant to Act No. 184, Public Acts of 1943, as amended.
- 1.4 Conditions of Final Site Plan Approval.** Developer and the Township acknowledge that the approved final site plan for the Development incorporates the Township's approved conditions and requirements that were adopted by the Township Planning Commission, the Township Zoning Board of Appeals, consultants and departments of the Township.
- 1.5 Agreement Running with the Land.** The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Development described herein, shall be deemed a restrictive covenant which shall run with the land and be binding upon and inure to the benefit of the parties, their successors and assigns; and may not be modified or rescinded except as may be agreed to in writing by the Township, the Developer and/or their respective successors and assigns. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of the Development. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or the successor or assignee of a party shall be deemed an intended contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof.

**ARTICLE II  
PROVISIONS REGARDING DEVELOPMENT**

- 2.1 Permitted Principal Uses.** The only permitted principal uses within the Development shall consist of the following:
- The construction of a 21 space parking lot
  - A decorative Keystone wall
  - A detention pond
  - 25 foot vegetative buffer strip
  - A dumpster pad
  - Interior walkways.
  - Detention basin outlet to the Huron River
- 2.2 Storm Water Management: Storm Water Detention.** No part of the storm water detention area located within the Development shall be allowed to remain in an unkempt condition. All areas located within the detention area shall be maintained in accordance with Township ordinances and Drain Commission and

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Engineering Plans. The entire facility including inlet and outlets located within the Development shall be kept functioning as originally designed and accepted.

In the event Developer at any time fails to maintain or preserve such detention area in accordance with this Agreement, the Township may serve written notice upon the Developer setting forth the deficiencies in the maintenance and/or preservation of the detention area. Said written notice shall include a demand that definitive action be taken to cure deficiencies of maintenance and/or preservation within 10 days and cured within thirty (30) days of the date of receipt of the notice. If no action is taken on the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any extension thereof, the Township in order to prevent the detention area from becoming a nuisance, may enter upon the detention area and perform the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a fifteen (15) percent surcharge for administrative costs, shall be assessed to the owner of the site at the time such maintenance and/or preservation is performed or its successors or assigns, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

- 2.3 Maintenance and Guarantee Bond.** The Agreement required the posting of a Maintenance and Guarantee Bond in the amount of \$107,000 for the detention storm sewer infrastructure and soil erosion. By mutual consent of both parties, this requirement has been removed. No Maintenance and Guarantee Bond is required to be posted for the detention storm infrastructure and soil erosion.
- 2.4 Engineering Approval of Plans.** In accordance with Superior Township Ordinance and Superior Township's Engineering Design Specifications, no construction work or grading, except as set forth below, shall be performed until engineering plans are reviewed and approved. Township agrees that all plan reviews required by its engineer shall be "turned-around" expeditiously.
- 2.5 Tree Mitigation.** Prior to the commencement of any site work, the Developer shall review all proposed tree clearing and removal with the Township Planning Consultant and shall relocate or replace trees in accordance with Section 3.25 of the Superior Township Zoning Ordinance.
- 2.6 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

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individual evergreen trees six (6) foot in height or greater, replacement shall be in accordance with Section 3.25(H) of the Superior Township Zoning Ordinance.

**2.7 Performance Guarantee.** The Developer shall provide a performance guarantee to cover site improvements as specified within Section 10.10 of the Zoning Ordinance. The Developer shall provide security in the amount of **\$153,500.00** 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, including, but not be limited to, parking lots, walkways, grading, required landscaping, required screens, sidewalks, lighting, and storm drainage systems. The Developer shall deliver such security (or deposit such funds) to assure the construction of the site improvements as stated above. The Developer shall deposit such funds **before the pre-construction meeting** with the Township Treasurer's Office in the form of a cash, bond, or irrevocable letter of credit (whichever Developer may elect), payable to the Charter Township of Superior. The bond or irrevocable letter of credit shall state "Security for Site Improvements as stated in Section 2.7 of the Development Agreement for Berg Medical Office Development". The **\$153,500.00** 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. The Township shall refund the bond or irrevocable letter of credit within forty-five (45) days after Developer provides written notice of completion of the improvements and Township approves such completion, such approval not to be unreasonably withheld, conditioned or delayed.

**2.8 Fees and Escrow Amounts.** The Developer shall also pay to the Township **\$10,500.00 prior to scheduling the pre-construction meeting** as an escrow to cover the costs of inspection of the storm water utilities and paving to be constructed as a part of the Development. Any remaining balance in the escrow shall be returned to the Developer upon completion and final acceptance by the Township.

**2.9 Engineering and Certification.**

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

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- B.** Developer shall furnish As-Built Drawing plans in CD format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings, Revised May 2003 as amended.
- 2.10 Underground Utilities.** Developer shall install all electric, telephone and other communication systems underground in accordance with requirements of the applicable utility company and applicable Township Ordinances, except for the pre-existing overhead services.
- 2.11 Removal of Construction Debris.** Developer shall remove all discarded building materials and rubbish at least once each week during construction and within one week of completion or abandonment of construction; provided that the responsibility under this Section 2.11 shall be deemed transferred to any subsequent owner of a portion of the Development as to that portion. No burning of discarded construction material shall be allowed on site.
- 2.12 Site Grading and Building Setbacks.** The Developer or the Developer's representative shall certify that the as-built site grading and building setbacks conform to the Township approved site and engineering drawings. This certification shall be prepared by and bear the seal of a professional land surveyor licensed in the State of Michigan. The certification shall be submitted as directed on forms provided by the Township (Exhibit "C").
- The Township shall have the right to spot-check certification grades at its own discretion and at its own expense. The final certificate of use and occupancy shall be withheld until the site grading/setback certification is received and approved by the Township. The Township shall have the right, at its own discretion, to waive some or all of the site grading and building setback certification requirements.
- 2.13 Sewer and Water.** All sewer and water systems must meet the requirements of the Environmental Health Department of Washtenaw County and the State of Michigan.
- 2.14 Sidewalks.** Sidewalks will be installed according to the Final Site Plan.

**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.



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- 3.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 3.3 Township Approval.** This Agreement has been approved through action of the Township Board at a duly scheduled meeting.
- 3.4 Developer and Owner Approval.** The signers on behalf of Developer below represent by their signatures that they represent and have authority to bind all owners of legal and equitable title to the property.
- 3.5 Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 3.6 Preconstruction Meeting with Builders.** The parties acknowledge that Developer and/or any other third parties can build the facilities in accordance with the approved site plan. The parties agree that the Developer and/or any other third parties will comply with all related Township Policies and Ordinances prior to the preconstruction meeting. Prior to the commencement of any grading, the Developer or such other third parties shall schedule a meeting as per the Township's engineering standards with its general contractor, construction manager and the Township's applicable departments, officials, and consultants to review the applicable policies, procedures and requirements of the Township.
- 3.7 Continued Review.** The Developer shall be required to review conformance of this Agreement with Township Officials and/or designated Township consultants on a yearly basis or at such time as deemed reasonably necessary by the Township until completion of the project.
- 3.8 Fees.** The Owner shall pay for any reviews necessary to determine conformance of the Development to this Agreement. This fee would include review time by the Township Engineer, Planner or Attorney.
- 3.9 Recordation of Agreement.** The Township shall record this Agreement with the Washtenaw County Register of Deeds and shall provide a true copy to the Developer. All costs associated with the recording of this Agreement shall be borne by the Developer. This Agreement will run with the land. The "Developer" for all purposes hereunder shall be Berg Medical Office, a Michigan limited liability company.
- 3.10 Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into and made a part of this Agreement.

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

**DEVELOPER:**

WITNESSES:

River Place Offices, LLC  
a Michigan limited liability company.

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Its: Member, Anthony J. Ferlito  
Trustee of the Anthony J. Ferlito  
Revocable Trust u/a/d 05-07-98  
as amended

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF MACOMB )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of August , 2009, by Anthony J. Ferlito Trustee of the Anthony J. Ferlito Revocable Trust u/a/d 05-07-98, as amended, member of River Place Offices, LLC, a Michigan limited liability company. on behalf of the limited liability company

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

WITNESSES:

TOWNSHIP:

CHARTER TOWNSHIP OF SUPERIOR,  
a Michigan municipal corporation

\_\_\_\_\_

By: \_\_\_\_\_  
William A. McFarlane  
Its: Supervisor

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STATE OF MICHIGAN                    )  
  ) ss.  
COUNTY OF WASHTENAW\_\_\_\_ )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of August, 2009, by William A. McFarlane, Supervisor of the Charter Township of Superior, a Michigan municipal corporation, on behalf of the corporation.

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Notary Public  
Washtenaw County, Michigan  
My Commission Expires:

Drafted by and when recorded return to:

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

**Exhibit A – Legal Description**

Commencing at the N.E. corner of Section 6, T3S, R7E, Ypsilanti Township, Washtenaw County, Michigan; thence S 00°00'00" W along the east line of Section 6, 703.18 feet to the centerline of Huron River Drive; thence continuing along said centerline in the following two courses; N 76°06'00" W 8.09 feet to an angle point in Huron River Drive; N 58°28'00" W 743.80 feet to the Point of Beginning; thence continuing along said centerline N 58°28'00" W 224.00 feet; thence N 20°10'00" E 511.36 feet to a meander line on the south bank of the Huron River; thence along said meander line in the following three courses; S 48°02'00" E 20.10 feet, S 65°57'00" E 98.3 feet, S 83°33'00" E 44.50 feet, thence S 14°00'01" W 555.15 feet to the Point of Beginning, being a part of the N.E. ¼ of Section 6, T3S, R7E, and the S.E. ¼ of Section 31, T2S, R7E, together with that land lying between the south edge of the Huron River and said meander line. Being subject to the rights of the public or any part of subject property taken, deeded, or used for street, road, or highway purposes. Also being subject to other easements and restrictions of record, if any.

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Exhibit C  
**CHARTER TOWNSHIP OF SUPERIOR  
3040 N. PROSPECT ROAD  
YPSILANTI, MI 48198**

TELEPHONE (734) 482-6099  
482-3842

FAX (734)

SITE GRADING/SETBACK CERTIFICATION

DATE

\_\_\_\_\_

SITE

ADDRESS

\_\_\_\_\_

OWNER'S

ADDRESS

\_\_\_\_\_

TELEPHONE

NUMBER

\_\_\_\_\_

BUILDING

PERMIT

NUMBER

\_\_\_\_\_

I certify that I have checked the distances from the side, rear, and front lot lines of the building(s) as well as building elevation, site and easement grades and find that the construction conforms with the Township approved engineering plans, except as specifically noted below.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Printed name of Professional Land Surveyor

\_\_\_\_\_

Michigan Registration Number

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Date\_\_\_\_\_

Signature and Seal of  
Professional Land Surveyor

Roll call vote:

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

Nays: None

Absent: None

The motion passed.

**G. AMENDMENT TO MERS HEALTH CARE SAVINGS PARTICIPATION AGREEMENT**

Gloria Similo requested the Board approve her request to amend her MERS Health Care Savings Participation Agreement so that effective 8/17/09, 2% of her regular, over-time and longevity pay is contributed to her MERS Health Care Savings Plan. Also, upon her termination, she will be allowed to convert the balance of her sick and vacation time to her MERS Health Care Savings Plan.

It was moved by McKinney, seconded by Lewis to approve Gloria Similo's request to amend her MERS Health Care Savings Participation Agreement as presented.

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TO: SUPERIOR TOWNSHIP BOARD OF TRUSTEES  
FROM: SUSAN MUMM  
DATE: 8/17/09  
RE: AMENDMENTS TO MERS HEALTH CARE SAVINGS PLAN  
PARTICIPATION AGREEMENTS

Township policy regarding the MERS Health Care Savings Plan states that employees may submit a request to the Board of Trustees to have their HCSP participation agreement amended once per calendar year.

The following employee group would like to an amendment(s) to their participation agreement:

All Union / Non-Union Employees hired on 12/4/90

This group consists of: Employee Name: Gloria Similo

This Existing Participation Agreement is dated: 5/19/08

**This employee is hereby requesting that the board adopt the following resolution:**

**WHEREAS:**

Superior Township employees are permitted to submit a request once per calendar year, during the period of November 1-15, (or by special permission at another time during the year, not to exceed once per calendar year) to the board to amend their MERS HCSP Participation Agreement

AND

Gloria Similo was given permission to change her option at the July 20, 2009 board meeting. heretofore,

**BE IT THEREFORE RESOLVED THAT:**

A new HCSP Participation Agreement be created for:

All Union / Non-Union Employees hired on 12/4/90, consisting of the following employee(s) Gloria Similo

with the effective date of 8/17/09 which shall have the same provisions as his/her existing Participation Agreement other than the following changes:

x Definition of Pay Eligible for Salary Reduction

The mandatory salary reduction shall be taken from the following types of pay:

Regular Pay, Overtime Pay, with an option to contribute

0-100% of Sick and Vacation Pay upon termination from service.

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The motion carried by a voice vote.

**H. RESOLUTION FOR THE TEMPORARY CLOSING OF ROADS FOR  
THE GREAT AMERICAN TRAIN RACE**

On Sunday, August 29, 2009 the Ypsilanti Area Jaycees are hosting their Great Train Race, which is a 10 kilometer and 5 kilometer foot race. They have requested the Washtenaw County Road Commission temporarily close sections of Superior, Geddes, LeForge and Clark Roads. Ms. Carrie Crabtree of the Ypsilanti Area Jaycees is the designated authorized official for this request. In order to approve the temporary closing of the roads, the Washtenaw County Road Commission requires the Township pass a resolution approving the temporary closing and the designation of the authorized official.

It was moved by Phillips, seconded by Caviston to approve the Resolution Designating the Official for the Jaycees Great Train Race.

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
AUGUST 17, 2008**

**A RESOLUTION DESIGNATING THE OFFICIAL FOR THE  
JAYCEES GREAT TRAIN RACE**

Resolution authorizing the temporary road closure of sections of Superior (from the Township border to Geddes Road), Geddes (from Superior Road to LeForge Road), LeForge (from Geddes Road to Clark Road) and Clark Road (from LeForge Road to N. River Road) on Sunday, August 23, 2009 from 8:00 am to 10:00 am for the Ypsilanti Area Jaycees Great Train Race

**WHEREAS**, the Township of Superior has approved the temporary closure of Superior, Geddes, LeForge and Clark Roads as indicated; and,

**WHEREAS**, the Driveway's Banners and Parades Act 200 of 1969 requires the Township to authorize an official designated by resolution to make such request from the Road Commission.

**NOW THEREFORE, BE IT RESOLVED** that the Township of Superior Board of Trustees designates and agrees that Carrie Crabtree of the Ypsilanti Area Jaycees be the

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authorized official designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

The motion carried by a voice vote.

**I. RESOLUTION IN OPPOSITION OF THE AATA'S PROPOSED COST INCREASE**

The Ann Arbor Transit Authority (AATA) is proposing a 30% increase in costs to all contracting communities. Contracting communities have been billed for only the direct costs of the bus routes. The increase will allow AATA to recover overhead and administrative costs that have not been included in the current pricing formula. The City of Ypsilanti and Ypsilanti Township have indicated they cannot afford to absorb this cost increase and have proposed to eliminate some bus routes in order to keep their costs affordable. Since their elimination of bus routes will affect Superior Township's riders, they requested Superior Township pass a resolution in opposition of AATA's proposed 30% cost increase.

It was move by McKinney, seconded by Lewis, for the Township Board to adopt the following resolution:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
AUGUST 17, 2009**

**A RESOLUTION IN OPPOSITION OF THE ANN ANRBOR TRANSIT  
AUTHORITY'S  
PROPOSED INCREASE IN SERVICE AGREEMENT COSTS**

**WHEREAS**, Superior Charter Township has purchased bus services from the Ann Arbor Transit Authority since at least 1988, and:

**WHEREAS**, many of our residents depend upon the bus as essential transportation to and from employment, shopping, and medical care, and;

**WHEREAS**, the current state and national economic crisis is the worst in over 70 years, and;



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**WHEREAS**, Superior Charter Township has had declining taxable values, reductions of state shared revenues and is facing the potential of additional reductions, and;

**WHEREAS**, the Ann Arbor Transit Authority Board of Directors has determined to fully allocate operational costs to those governmental units, who have purchase of services agreements, over the next three years, and;

**Whereas**, this allocation will increase service agreements by 10% in each of the next three years for a total cost increase of 30%, and;

**Whereas**, the combination of reduced governmental revenues coupled with increased costs from the Ann Arbor Transit Authority make it nearly impossible to maintain current bus routes and service leads;

**NOW, THEREFORE BE IT RESOLVED** that the Superior Charter Township strongly opposes the 30% increase in contractual costs over the next three years because of the timing and encourages the Ann Arbor Transit Authority Board of Directors to create a regionally funded transportation authority.

The motion carried by a unanimous voice vote.

**J. PAYMENT OF WASHTENAW COUNTY'S CONSORTIUM FOR SOLID WASTE MANAGEMNET ANNUAL DUES**

The Washtenaw County Consortium for Solid Waste Management (WCCSWM) requested payment of annual dues for Fiscal Year 2009 (January 1 through December 31, 2009). Alex Williams is the Board representative to the WCCSWM). He said the WCCSWM was an excellent program and the Township receives a lot of benefit from the organization.

It was moved by McKinney, seconded by Caviston, to approve the payment of the annual dues of the Washtenaw County Consortium for Solid Waste Management (WCCSWM) for Fiscal Year 2009 (January 1 through December 31, 2009) in the amount of \$75.00.

The motion carried by a unanimous voice vote.

**K. REVISED TOWNSHIP BOARD MEETING SCHEDULE**

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In April 2009 the Township Board revised its meeting schedule to one meeting a month for the months of May, June, July and August 2009. The revised meeting schedule has been successful. The Board has been able to conduct all necessary business and the reduced schedule has reduced costs. Due to the positive results of the revised schedule, it has been proposed to revise the schedule for the remaining months of 2009. A new schedule has been proposed to cancel the meeting for the first Monday of the month for September, October, November and December 2009. Meetings will only be held on the third Monday of the month for the months of September, October, November and December 2009.

It was moved by McKinney, seconded by Lewis, to approve canceling the Board meetings scheduled for September 8, October 5, November 2 and December 7, 2009. All other scheduled meetings on the approved schedule shall remain.

The motion carried by unanimous voice vote.

**L. RESOLUTION FOR TEMPORARY RESTRICTED PARKING ON  
TEMPORARY RESTRICTED PARKING ON STAMFORD AT  
MACARTHUR BLVD**

The apartment complexes located on MacArthur Boulevard recently enacted designated visitor parking. Cars without a valid parking sticker that are improperly parked are being towed. As a result of this policy, people visiting the apartments were parking along Stamford Road. Township officials felt the following Resolution would convey information about the problem to the Sheriff's Department and encourage them to enact temporary parking restrictions as they felt necessary.

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

**Resolution for Temporary Restricted Parking  
On Stamford Road at Macarthur Blvd**

Whereas, the public vehicle parking on Stamford Road is causing the residents who live  
On the Road discomfort by reducing their quality of life by noise and

Whereas, the amount of vehicles parking has increased because of visitors to an  
Apartment Complex near by and

Whereas, the guests at the Apartment complex do have available guest parking but have  
Chosen to use the public streets causing the residents who live on Stamford to

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Lose the peace and harmony they previously enjoyed and

Whereas, the vehicles parking along Stamford Road occupants are creating disturbances  
And traffic congestion and

Whereas, the unusual increased additional traffic is causing the resident who live on  
Stamford Road to loose the ability to have their own guest park on Street  
For visitation and

Therefore, be it Resolved the Charter Township of Superior Board of Trustee's request  
The Washtenaw County Sheriff Department investigate placing temporary restricted  
parking signage on Stamford Road East of Macarthur to Cheney School and if warranted  
install the signs.

Be it further Resolved that signage be placed on Stamford Road West of Macarthur to  
Manchester Street temporarily restricting parking.

Be it further resolved that the Washtenaw County Sheriff Department enforce this  
restriction.

The motion carried by a unanimous voice vote.

**11. PAYMENT OF BILLS**

It was moved by Caviston, seconded by Green, that the bills be paid,  
as submitted in the following amounts: General Fund - \$9,207.00, Law Fund-  
\$18,199.45, Utilities Fund - \$1,069.50, for a total of \$28,475.95; further that the Record  
of Disbursements be received as submitted.

The motion carried by a voice vote.

**12. PLEAS AND PETITIONS**

There were none.

**13. ADJOURNMENT**

It was moved by Caviston, supported by McKinney, that the meeting adjourn. The  
motion carried by a voice vote and the meeting adjourned at 8:45 p.m.

Respectfully submitted,

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David Phillips, Clerk

William McFarlane, Supervisor