

**SUPERIOR CHARTER TOWNSHIP  
REGULAR BOARD MEETING  
SUPERIOR CHARTER TOWNSHIP HALL,  
3040 N. PROSPECT, YPSILANTI, MI 48198**

**July 19, 2010**

**7:30 p.m.**

**AGENDA**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ADOPTION OF AGENDA
5. APPROVAL OF MINUTES
  - a. Regular Meeting of June 21, 2010
  - b. Special Meeting of July 2, 2010
  
6. CITIZEN PARTICIPATION
  - a. Introduction of Washtenaw County Administrator and New Deputy Administrator
  - b. Trustee Green, SEMCOG Report
  
7. REPORTS
  - a. Supervisor
  - b. Departmental Reports: Building Department, False Alarm Report, Fire Department, Fire Marshal Report, Hospital False Alarm Report, Ordinance Officer, Sheriff's Report, Utility Department, Zoning
  - c. Financial Reports, General Fund Ending May 31, 2010
  
8. COMMUNICATIONS
  - a. Resolution Recognizing Don Staehler
  - b. Supervisor McFarlane Letter, Prospect Point East, Road Completion
  
9. UNFINISHED BUSINESS
  - a. Growth Management Plan/ Master Plan Update
  
10. NEW BUSINESS
  - a. Ordinance No. 174-04, Zoning Ordinance Text Amendments
  - b. YCUA 2000 Sanitary Sewer System No. 2 Bond Proposal
  - c. Water and Sewer Rate Increase for the Ann Arbor Township Service Area
  - d. National Flood Insurance Program, Resolution of Intent
  - e. SEMCOG 2010 Membership Dues
  - f. Washtenaw County Consortium for Solid Waste Management
  - g. WATS 2010-2011 Membership Dues
  - h. Huron Valley Ambulance Contract for Dispatching Fire and EMS

- i. CDBG Program, Harris Road NMT Agreement
- j. Budget Amendments

- 11. PAYMENT OF BILLS
- 12. PLEAS AND PETITIONS
- 13. ADJOURNMENT

David Phillips, Clerk      3040 N. Prospect, Ypsilanti, MI 48198      734-482-6099

**The Election Commission will meet immediately after  
the Board meeting**

**SUPERIOR CHARTER TOWNSHIP BOARD  
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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 June 21, 2010, 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 and Alex Williams. Lisa Lewis was absent.

**4. ADOPTION OF AGENDA**

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

The motion carried by a voice vote.

**5. APPROVAL OF MINUTES**

**A. REGULAR MEETING OF JUNE 21, 2010**

It was moved by Caviston, seconded by McKinney, to approve the minutes of the regular Board meeting of June 21, 2010, as presented.

The motion carried by a voice vote.

**6. CITIZEN PARTICIPATION**

**A. YPSILANTI DISTRICT LIBRARY PRESENTATION**

Deanna DeButts, Ypsilanti District Library's Community Relations Coordinator, made a presentation to the Board on the highlights of 2009, which included figures on the use of the libraries and the various programs the library offers. Other Ypsilanti District Library Board members were also present. During the past year, library use increased. An estimated 554,000 people entered their doors. 950,000 items were checked out. They serve a population of 82,000 people. Registered borrowers stand at 82% of the residents. Last year, approximately 40,000 people attended the 1139 programs the library offers.

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**B. PLANNING COMMISSION INTERVIEW**

Barbara Willis submitted her resignation as a Planning Commissioner, with an effective date of May 31, 2010. The Township placed an article requesting applicants on the Township website and in Superior Scenes. One person, Robert McGill, applied for the position. The Board interviewed Mr. McGill. He has resided in the Township for almost seven years. He is employed by Eastern Michigan University as a Public Safety Officer and is also a licensed General Contractor. Mr. McGill indicated he was not pleased with some of the subdivisions that were started, but not finished. He would like to see more use of phasing subdivisions so that the site is not completely graded out and all the trees cut down and then left as vacant property.

**C. RESOLUTION BY SANDI LOPEZ**

Resident Sandi Lopez requested the Board approve the following resolution and forward it to those listed:

Dear Senator Stabenow, Senator Levin and Representative Dingell:

The Board of Trustees of the Charter Township of Superior, Washtenaw County, Michigan adopted the following regarding the Deepwater Horizon oil spill in the Gulf of Mexico at our regular meeting on June 21, 2010.

We offer our deepest sympathy to the families of the eleven platform workers who were killed in the explosion, and the numerous people who were injured.

We encourage you to ensure that all workers cleaning the spill are provided with (by BP) and wear the proper protective gear to prevent future injuries.

We encourage you to continue the deep sea drilling ban until a method for the legislation and supporting administration rules are fully enforced.

We encourage you to continue to hold BP responsible for the costs of cleaning the spill, and overturning and banning legislation limiting their liability.

Thank you for your attention and for helping us overcome this disaster. You have our continuing support.

Supervisor McFarlane suggested that in the third paragraph, the word ban be replaced with moratorium.

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It was moved by Caviston, seconded by McKinney, to accept the correspondence and to forward the correspondence in written form to Senators Stabenow and Levin, and Congressman Dingell.

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

**D. E. VINCENT, WATER DRAINAGE ALONG GEDDES AND HICKMAN ROADS**

Township Resident E. Vincent explained to the Board that water does not properly drain off of Hickman Road. It runs on the road and then drains directly onto Geddes Road. The water causes potholes on Hickman. In the winter it creates an ice hazard on Geddes. Supervisor McFarlane indicated he would have the Road Commission check the situation and make repairs if necessary.

**7. REPORTS**

**A. SUPERVISOR REPORT**

Supervisor McFarlane reported on the following: Township staff received complaints that a resident on Joy Road was flying the American flag upside-down. Supervisor McFarlane checked with the Sheriff's Department who advised him that this was not against any law. It was considered an expression of free speech, which is covered by the First Amendment. There are some unforeseen construction issues with the EECBO energy efficiency upgrades. The Township architect is reviewing changes, which may result in additional charges. The Green Fair was a success. It was well attended, informational and residents enjoyed themselves. The Board thanked Treasurer McKinney for organizing the Fair. The summer deputy has started working. He has already contributed to solving a series of breaking and entering cases.

**B. DEPARTMENT REPORTS: BUILDING DEPARTMENT, FIRE DEPARTMENT, FIRE MARSHAL, HOSPITAL FALSE ALARM, ORDINANCE OFFICER REPORT, SHERIFF'S REPORT, UTILITY DEPARTMENT AND ZONING REPORT**

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It was moved by Green, seconded by McKinney, that the Superior Township Board receive all reports.

The motion carried by a voice vote.

**8. COMMUNICATIONS**

**A. ELVISFEST, USE OF UTILITY DEPARTEMENT SIGN**

Mary Decker, Director, Michigan ElvisFest 2010, requested to use the Utility Department sign at Clark and Prospect Roads to advertise the ElvisFest. They are a non-profit organization. The ElvisFest will be held on July 9 & 10 at the Riverside Park in the City of Ypsilanti's Depot Town. Utility Director Rick Church explained that the Utility Department's policy is to use the sign only for Township sponsored activities or news. He has numerous requests from non-profit organizations to use the sign. It would difficult to approve some, but not others. The Board indicated agreement with the present policy and did not take any action in regards to the request from ElvisFest2010.

**B. BARBARA WILLIS, RESIGNATION FROM THE PLANNING COMMISSION**

Barbara Willis provided a letter to Clerk David Phillips date May 14, 2010, which indicated with deep regret; she must resign from the Planning Commission, effective May 31, 2010.

It was moved by Green, seconded by Caviston, to accept Barbara Willis' resignation from the Planning Commission with regrets.

The motion carried by a voice vote.

**C. YCUA, WATER RATE INCREASE**

The Board received a letter from Larry R. Thomas, Director, Ypsilanti Community Utilities Authority (YCUA), which indicated that on May 25, 2010, the YCUA Board of Commissioners approved an increase of 12 % in the water rate Ypsilanti Township will charge Superior Township on all bills dated on or after September 1, 2010. Rick Church, Director, Superior Township Utility Department, was present. He commented that he is reviewing the financial status of the Utility Department. In either July or August, he will make a recommendation to the Board on how much of the rate increase Superior Township should pass on to Superior Township customers.

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It was moved by Caviston, seconded by Green, to accept the communication from YCUA concerning the 12% rate increase.

The motion carried by a voice vote.

**D. PAMELA RONCI, NATION FLOOD INSURANCE PROGRAM**

Pamela Ronci, a resident of Lakeview Estates Condominium, advised Township officials that several units of Lakeview Estates flooded during the recent heavy rains. She attempted to purchase flood insurance, but was informed by her insurance agent that no one in the Township could purchase flood insurance because the Township did not participate in the National Flood Insurance Program (NFIP). Clerk Phillips indicated he spoke with Ms. Ronci's insurance agent, who confirmed this. There was discussion about what the benefits of NFIP participation were and what the procedure to join the NFIP was. Supervisor McFarlane indicated he would research the issue and report back to the board at their next meeting.

It was moved by Green, seconded by McKinney, to receive the FEMA communication dated July 27, 2007, which was forwarded on behalf of Ms. Ronci.

**9. UNFINISHED BUSINESS**

There was no unfinished business.

**10. NEW BUSINESS**

**A. GROWTH MANAGEMENT PLAN/MASTER PLAN UPDATE**

At their regular meeting of May 26, 2010, the Superior Township Planning Commission held a public hearing on the proposed "Superior Township Master Plan: A Growth Management Plan-2010 Update". After the public hearing, the Planning Commission recommended approval of the amendments and the adoption of the Plan by the Township Board with five minor modifications. Township Planner Rodney Nanney made a presentation about the revisions to the Master Plan/Growth Management Plan. He provided an outline of the changes which included: Chapter 2, Demographics, has been updated to reflect updated SEMCOG population projections; Chapter 3, Current Conditions, updated information on new road improvements and conserved agricultural and open space property; Chapter 4, Major Issues, updated information on the local agricultural economy and added information on stalled housing developments and strengthening existing neighborhoods; Chapter 6, Growth Management Strategy, re-emphasized the existing boundaries for the Urban Service Area, preservation of

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agricultural lands and rural open space in the Central Sub-area of the Township, and determined that the supply of land suitable for urban development within the Urban Service District is more than adequate to satisfy future demand within the 20 year planning period of this plan. Language was added to establish a prioritized approach to residential development within the Urban Service Area that focuses on strengthening existing neighborhoods and completing stalled housing developments. There was also information added to address economic development within the Township. Trustee Williams expressed concern about the use of the term "commercial" on pages 5-39 and 5-50.

It was moved by Phillips, seconded by Caviston, that the Superior Township Board has received and reviewed the Superior Township Master Plan, a Growth Management Plan-2010 Update, which the Planning Commission prepared and forwarded to the Board. The Board compliments the Planning Commission for their work in preparing the document. The Board refers the Superior Township Master Plan, a Growth Management Plan- 2010 Update back to the Planning Commission for consideration of modification to the following:

Chapter 5, language relating to the Township not permitting moderate or heavy industrial uses within the Township.

Chapter 6, all references to "Cherry Hill/Gale Roads" Clarifying which road(s) this term refers to and policies for improvements apply to which street(s).

Chapter 5, use of the term "commercial" on pages 5-39 and 5-50.

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

**B. APPOINT PLANNING COMMISSIONER**

Supervisor McFarlane explained that he felt Mr. McGill was well qualified to be appointed to the Planning Commission. He has been a Township resident for close to seven years. As a police officer, Mr. McGill is experienced in investigating matters. Mr. McGill is also a licensed general contractor and is experienced in reviewing blue prints and construction plans. Supervisor McFarlane recommends Mr. McGill's appointment to the Planning Commission to replace Barbara Willis. The term ends on February 28,

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2012.

It was moved by McKinney, and seconded by Green, that the Superior Township Board concur with Supervisor McFarlane's recommendation to appoint Patrick McGill to the Superior Township Planning Commission to replace Barbara Willis, until the term ends on February 28, 2013.

The motion carried by a unanimous voice vote.

**C. HARRIS ROAD NON-MOTORIZED TRAIL, AWARD CONTRACT**

On January 20, 2009, the Board approved OHM Engineering Advisors to design, apply for permits, complete bidding and construction engineering of a non-motorized trail along Harris Road between Geddes and MacArthur Boulevard. The total cost of the project was estimated to be \$153,000. The Township has secured funding from the Washtenaw County Urban County CBIDG fund in the amount of \$90,000 for the project. Washtenaw County Parks and Recreation is providing \$60,000 towards the project. The Township's engineers, OHM has solicited and processed bids on the project. OHM is recommending that the project be awarded to the low bidder, Davis Construction, Inc. in the amount of \$153,094.05.

It was moved by Caviston, seconded by Williams, for the Board to approve and authorize the Supervisor to sign the contract with Davis Construction, Inc., for the construction of the Harris Road non-motorized trail at a cost not to exceed \$153,094.05.

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

**D. UTILITY DEPARTMENT, CONTRACT FOR ROOF REPAIRS**

Rick Church, Utility Department Director was present. He explained in person and in his Memo dated June 21, 2010 that the Utility Department was requesting Board approval to contract with R.D. Kleinschmidt, Inc., to complete roof repairs and install ventilation fans

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in the attic at the Utility Department Maintenance building at a cost of \$5,085.00.

It was moved by McKinney, seconded by Caviston, for the Board to approve the Utility Department to contract with R.D. Kleinschmidt, Inc., to complete repairs to the roof and install attic ventilation fans at the Utility Department Maintenance building at a cost not to exceed \$5,085.00.

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

**E. TOWNSHIP'S ANNUAL DRIVING RECORD REVIEW POLICY**

At the regular meeting of May 17, 2010, the Board approved a contract with the Michigan Department of State Subscription Service Program Governmental Accounts to provide the Township with a copy of each Township employee's driving record and notification whenever they are issued a violation, restriction, suspension or revocation. The Township is required to approve a policy in order to participate in the program. A draft of the "Annual Driving Record Review Policy" was provided by the Michigan Department of State. The Township made slight modifications to the policy.

It was moved by McKinney, seconded by Caviston, for the Board to approve the Annual Driving Record Review Policy

**ANNUAL DRIVING RECORD REVIEW POLICY**

**PURPOSE**

To ensure that employees of Superior Township, who drive on behalf of the Township, maintain a valid Michigan driver's license in accordance with the following policy. The policy applies to employees who drive their personal vehicles for Township business, as well as all employees who drive Township-owned vehicles.

**REQUIREMENTS**

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1. Valid License

Each Superior Township employee driver shall at all times maintain a valid Michigan driver's license. Any employee driver failing to maintain a valid driver's license may be placed on administrative leave until such time as he/she obtains a valid driver's license.

2. License Suspended, Revoked or Restricted

Any employee driver whose driver's license is suspended, revoked or restricted shall immediately notify his/her supervisor. If the driver's license has been suspended or revoked, the employee driver shall be immediately prohibited from operating any Superior Township vehicle. If the driver's license becomes restricted, the Township Officials shall determine if the restriction should prohibit the employee from driving on behalf of the Township. Each employee driver is responsible for knowing the status of his/her driver's license.

3. Misdemeanor Violations

Any employee driver convicted of a misdemeanor violation pertaining to the ownership or operations of any motor vehicle may be prohibited from driving any Superior Township vehicle. This driving suspension will expire eighteen (18) months from the date of the last violation. In addition, any such employee driver shall also be required to attend an approved driver improvement program or equivalent training.

Misdemeanor violations include, but are not limited to, the following:

- a) Driving while intoxicated.
- b) Driving under the influence of a controlled substance.
- c) Operating during a period of suspension or revocation.
- d) Permitting an unlicensed person to drive.
- e) Reckless driving.
- f) Leaving the scene of an accident.

4. Penalty Points

Any employee driver who accumulates more than two civil infraction moving violations on his/her driving record may be prohibited from driving any Superior Township vehicle. The suspension will expire when

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the penalty points causing the suspension of vehicle operation are five (5) or less.

**PROCEDURE**

1. Annual Review

Superior Township shall review the driving record of each employee driver on an annual basis or more often as necessary. Driving records will be obtained from the Michigan Department of State Subscription Service Program.

2. Complaints About Employee Driver

A valid complaint received by Superior Township shall become a part of the employee driver's personnel file. The employee driver shall also be notified of the complaint. A second valid complaint filed against an employee driver may invoke a restriction on driving Superior Township vehicles and/or may also result in suspension from employment for a period of time set by the Township Officials.

3. Privacy Policy

Personal information obtained by Superior Township during a review of an employee's driving record shall be confidential and shall not be disclosed to anyone unless the recipient is legally authorized to receive the information. Superior Township employees shall not access or release information contained in the records and files of Superior Township except in connection with their duties and only to authorized third parties in accordance with work area procedures.

I have read and understand the content of this policy.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

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Roll call vote:

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

Nays: None

Absent: Green

The motion carried.

**F. MICHIGAN TOWNSHIP ASSOCIATION DUES**

The Michigan Townships Association (MTA) presented a Dues Statement dated May 15, 2010 in the amount of \$5,616.94. The Board discussed the merits of belonging to the MTA. Board members expressed that it was worth belonging to the organization.

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

The motion carried by unanimous voice vote.

**G. HURON RIVER WATERSHED COUNCIL DUES**

The Huron River Watershed Council (HRWC) presented an invoice for annual council membership dues, April 2010 – March 2011, in the amount of \$765.17. The formula for calculating the dues for membership is \$0.10 per capita. Board members indicated that the Township receives good benefits from belonging to the HRWC.

It was moved by Caviston, seconded by Green, for the Board to approve the payment of the annual dues to the Huron River Watershed Council in the amount of \$765.17.

The motion carried by unanimous voice vote.

**II. SCHOFIELD LEASE OF TOWNSHIP PROPERTY, AMENDMENT**

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At the meeting of May 17, 2010, the Board approved a lease for the Schofields to lease 8.1 acres of Township property located at the corner of Geddes and Prospect Roads. One of the conditions of the lease was for the Schofields to obtain three million dollars of liability insurance with the Township named as a co-insured. Mr. Schofield explained to the Township that he was having difficulty obtaining this level of coverage. Township staff determined that one million dollars of liability coverage was the usual amount of coverage in such situations. Township staff recommended that the amount of insurance coverage be reduced to one million dollars with the Township named as a co-insured. Mr. Schofield has already secured this amount and provided documentation of the policy and the Township as a co-insured.

It was moved by Green, seconded by Williams, for the Board to approve the amended lease with the Schofields.

**LEASE AGREEMENT BETWEEN SUPERIOR CHARTER TOWNSHIP  
AND  
WILLIAM J. SCHOFIELD, JR. AND JENNIFER L. SCHOFIELD**

**JUNE 21, 2010**

This agreement, entered into this 21<sup>st</sup> day of June, 2010, between Superior Charter Township (Lessor), a Michigan municipal corporation, whose address is 3040 N. Prospect, Ypsilanti, MI 48198, and the William J. Schofield, Jr. and Jennifer L. Schofield (Lessee), whose address is 8690 Cherry Hill Road, Ypsilanti, MI 48198.

Whereas:

- A. Lessor owns approximately 8.1 acres at the northwest corner of Prospect and Geddes Roads (legal description and plot map attached as Attachment A).
- B. Lessee desires to lease the entire 8.1 acres for the purposes of cultivating, growing and harvesting hay. Portions of the property will also be used for pasturing and riding horses.

Now therefore, in consideration of the promises and covenants hereinafter contained, the parties hereto mutually agree as follows:

1. The term of this lease shall be from the 21<sup>st</sup> day of June, 2010, to the 21<sup>st</sup> day of

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June, 2015.

2. As rent hereunder, Lessee shall pay the sum of \$400.00 per year said rent to be paid as follows: \$400 on or before June 21, 2010 and \$400 per year for each year that this Lease is in effect, payment being due on or before February 1st of each succeeding year.
3. Lessee will be limited to conduct the following uses and activities on Lessor owned property;
  - a. Clear land in order to plow, cultivate and till the soil for the purposes of planting hay;
  - b. Seed, fertilize and water the land for the purposes of planting hay;
  - c. Cut, harvest and bale the hay on the land;
  - d. Ride and pasture horses on the property;
  - e. All activities must comply with State of Michigan Generally Accepted Agricultural Management Practices (GAAMPS)
  - f. Other activities may be permitted upon request and subject to approval by Lessor.
4. Lessee shall not remove any trees, bushes, other natural vegetation, or fencing and fence posts without the written consent of Lessor.
5. Lessee covenants and agrees that it shall not assign, transfer, or sublet said premises, or any part thereof, without the written consent of Lessor.
6. Lessee shall farm the crop land in an efficient and businesslike way, doing the plowing, seeding, cultivating, fertilizing, herbiciding and harvesting at the proper time and in the proper manner in accordance with the usual farming practices followed in this area.
7. Lessor shall have the right to enter onto the property at any and all time during the term of this Lease, however, Lessor shall not disturb, destroy or damage any growing crops while on the premises.
8. Lessor may terminate this Lease upon sixty (60) days prior written notice to Lessee to be given only after the first full (twelve (12) months of service under the five (5) year term. In the event Lessor elects to terminate this Lease while Lessee has crops planted on the Leased Premises, Lessee shall be permitted to continue cultivating the crops until they are harvested or until October 1st of the year of

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termination, whichever occurs first.

9. Lessee shall not commit waste on or damage to the premises and will use due care to prevent their employees, agents, or others entering on the premises with their permission from so doing. Further, Lessee shall keep all areas of the premises not planted with crops mowed and free of debris and refuse.
10. Lessee agrees to yield possession of the demised premises at the end of the term of this lease, however, if climatic conditions prevent Lessee from removing their crops by the end of the term of this lease, they shall have a reasonable period of time after the term to do so.
11. If a default be made in the payment of rent above referred to or any part thereof, or any of the agreements herein contained to be kept by Lessee, it shall be lawful for Lessor, without notice, to declare the term ended and to remove and put out Lessee or any person or persons occupying the premises, using such force as may be deemed necessary in so doing. In the event of such a default, Lessor shall have a lien on the growing crops and may, at his option, take over the farming operations and harvest and market the crops, the proceeds of which shall be applied first to the reasonable labor and expenses of Lessor in growing and marketing said crops, with the then remaining balance to be applied to the unpaid rent due hereunder, and the remaining balance, if any, to be divided equally between Lessor and Lessee, after affording Lessee a reasonable amount for its costs and labor in connection with the crops.
12. Lessor does covenant that Lessee, on paying the aforesaid installments of rent and performing all of the covenants aforesaid, shall and may peacefully and quietly have, hold, and enjoy the premises for the term aforesaid.
13. In the event that any provision or portion of this agreement shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of this agreement shall not affect the validity or unenforceability of any other provision or portion of this agreement.
14. Lessee shall indemnify and hold harmless Lessor, its officers, employees and agents from all claims, suits or actions of every kind and character made upon or brought against the said Lessor, its officers, employees and agents for and on account of any injuries or damages received or sustained by any party or parties by or from the negligent acts or omissions on the part of said Lessee, its servants, agents, employees and sub-contractors in doing the work and rendering the services herein contained and also from all claims of damage for infringement of any patent in filling this lease. The indemnification shall include attorney fees and costs and all other expenses incurred in the defense of any claim, suit or action of

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every kind and character. Provided, however, that this paragraph shall not be construed to include the reimbursement of attorney fees or expenses to any insurance carrier of Lessor for such matters, entered into the defense of any litigation on behalf of Lessor and retains an attorney and incurs costs and attorney fees and expenses by reason of such defense. Additionally, Lessee shall at all times indemnify and keep Lessor harmless from all just claims incurred by or contracted for by Lessee, including but not limited: claims of all employees and mechanics for labor that shall be performed; claims for payment of material and equipment.

15. During the term of this Lease, Lessee shall maintain general liability insurance in the amount of one million damages and no cents (\$1,000,000.00) naming Lessor as an additional insurer. Lessee shall provide the Superior Township Clerk with a copy of the policy within 10 days of the execution of this Lease

In witness whereof, the undersigned have set their hands this 21<sup>st</sup> day of June, 2010.

\_\_\_\_\_  
William J. Schofield, Jr.  
Schofield  
Date: June 21, 2010

\_\_\_\_\_  
Jennifer L.  
Date: June 21, 2010

SUPERIOR CHARTER TOWNSHIP

\_\_\_\_\_  
By: William McFarlane  
Its: Supervisor  
Date: June 21, 2010

The motion carried by unanimous voice vote.

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**I. BUDGET AMENDMENTS**

The following budget amendments were presented:

<b>PROPOSED BUDGET AMENDMENTS</b>			
<b>GENERAL FUND 6/21/10</b>			
<b>BUDGET LINE #</b>	<b>DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
101-266-947-001	ERCBG GRANT	\$ 17,520.00	INCREASE
101-000-695-075	GRANTS	INCREASE	\$ 23,520.00
101-000-664-000	INTEREST	\$ 1,000.00	DECREASE
101-101-930-000	REPAIR & MAINT GEN ADMIN DEPT	DECREASE	\$ 6,000.00
101-101-934-000	EQUIPMENT RENTAL	\$ 9,600.00	INCREASE
101-101-963-000	BANK FEES & CHARGES	\$ 1,000.00	INCREASE
101-201-702-030	ACCOUNTING DEPT ASSISTANT	\$ 1,500.00	INCREASE
101-201-715-075	ACCOUNTING ASSIST SOC SEC	\$ 100.00	INCREASE
101-215-707-000	CLERK PART-TIME WAGES	\$ 3,000.00	INCREASE
101-258-740-000	COMPUTER DEPT SUPPLIES	\$ 2,500.00	INCREASE
101-265-930-000	REPAIR & MAINT BLDG & GROUNDS	DECREASE	\$ 7,000.00
101-446-866-000	ROAD MAINT & REPAIR	\$ 17,000.00	INCREASE
101-528-824-001	RECYCLE EDUCATION	\$ 3,000.00	INCREASE
101-528-703-000	REMOVAL OF ROADSIDE TRASH	\$ 300.00	INCREASE
101-000-699-00	APPROP FROM FUND BALANCE	INCREASE	\$ 20,000.00

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JUNE 21, 2010  
PROPOSED MINUTES  
PAGE 17**

	<b>TOTAL OF DEBITS/CREDITS</b>	<b>\$ 56,520.00</b>	<b>\$ 56,520.00</b>
--	--------------------------------	---------------------	---------------------

<b>PROPOSED LAW FUND BUDGET AMENDMENTS</b>			
<b>6/21/2010</b>			
<b>BUDGET LINE #</b>	<b>DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
266-310-947-001	ECHCG GRANT WORK (ESTIMATE OF COSTS FOR NEW FURNACE ETC)	\$ 6,000.00	INCREASE
266-000-699-000	APPROPRIATION FROM FUND BAL	INCREASE	\$ 6,000.00
	<b>TOTAL OUTSTANDING A/P</b>	<b>\$ 6,000.00</b>	<b>\$ 6,000.00</b>

<b>PROPOSED BUDGET AMENDMENTS</b>		<b>JUNE 21, 2010</b>	
<b>FIRE FUND</b>			
<b>BUDGET LINE #</b>	<b>DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
206-000-671-000	MISC INCOME	INCREASE	\$ 1,000.00
206-336-717-000	TAXABLE BENEFITS	\$ 6,000.00	INCREASE
206-336-716-000	HEALTH INSURANCE	DECREASE	\$ 19,000.00
206-336-707-000	ON-CALL STAFF SALARY	\$ 1,000.00	INCREASE
206-336-715-075	ON-CALL STAFF SOC SEC	\$ 80.00	INCREASE
206-890-890-000	CONTINGENCIES	\$ 12,920.00	INCREASE
	<b>TOTAL OF DEBITS/CREDITS</b>	<b>\$ 20,000.00</b>	<b>\$ 20,000.00</b>

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JUNE 21, 2010  
PROPOSED MINUTES  
PAGE 18**

<b>PROPOSED PARK FUND BUDGET AMENDMENTS</b>			
<b>6/21/2010</b>			
<b>BUDGET LINE #</b>	<b>DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
508-000-671-000	MISC INCOME	INCREASE	\$ 940.00
508-751-719-000	PRIOR YEAR UNEMPLOYMENT	\$ 317.00	INCREASE
508-755-702-000	GREG SECORD SALARY	DECREASE	\$ 2,400.00
508-755-715-000	GREG SECORD SOC SEC	DECREASE	\$ 185.00
508-755-704-000	SEASONAL STAFF SALARY	\$ 3,008.00	INCREASE
508-755-715-075	SEASONAL STAFF SOC SEC	\$ 200.00	
	<b>TOTAL OF DEBITS/CREDITS</b>	<b>\$ 3,525.00</b>	<b>\$ 3,525.00</b>

It was moved by McKinney, seconded by Green, to approve  
Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JUNE 21, 2010  
PROPOSED MINUTES  
PAGE 19**

**11. PAYMENT OF BILLS**

It was moved by Caviston, seconded by Green, that the bills be paid as submitted in the following amounts: General - \$3,547.67; Legal Defense - None to Submit; Fire-None to Submit; Law- None to Submit; Building- None to Submit; and, Utilities- \$7,071.35 for a total of \$10,619.02. Further, that the Record of Disbursements be received.

The motion carried by a unanimous voice vote.

**12. PLEAS AND PETITIONS**

There were no pleas or petitions.

**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 9:15 p.m.

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor

**SUPERIOR CHARTER TOWNSHIP BOARD  
SPECIAL MEETING  
JULY 2, 2010  
PROPOSED MINUTES  
PAGE 1**

**1. CALL TO ORDER**

The special meeting of the Superior Charter Township Board was called to order by the Supervisor at 3:00 p.m. on July 2, 2010, 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 and Roderick Green, Trustees Lisa Lewis and Alex Williams were absent.

**4. ADOPTION OF AGENDA**

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

The motion carried by a voice vote.

**5. APPROVAL OF MINUTES**

No minutes were approved.

**6. CITIZEN PARTICIPATION**

**A. NON-AGENDA ITEMS**

There were none.

**7. REPORTS**

**A. SUPERVISOR**

The Supervisor did not provide a report.

**B. DEPARTMENT REPORTS:**

There were none.

SUPERIOR CHARTER TOWNSHIP BOARD  
SPECIAL MEETING  
JULY 2, 2010  
PROPOSED MINUTES  
PAGE 2

8. COMMUNICATIONS

There were none.

9. UNFINISHED BUSINESS

There was none.

10. NEW BUSINESS

(Formatted Bullets and Numbering)

A. PROPOSAL TO INCREASE THE SCOPE AND COST OF IMPROVEMENTS AT THE UTILITY DEPARTMENT ADMINISTRATION BUILDING AND TOWNSHIP HALL, IN CONJUNCTION WITH THE EECBG PROJECT

During the construction of projects for the EECBG program energy efficiency upgrades, Antler Construction discovered numerous items that they recommended should be completed during the installation of the previously approved projects. The Township's architect, Craig Gates, of OHM Advisors, outlined the proposed changes in his Bulletin Recommendation, dated June 28, 2010. These items include changing electrical wiring, adding carpet and drywall, adding a new supply ductwork and other minor changes. Architect Gates recommended that changes totaling \$8,340 be approved and he requested the contractor attempt to obtain better pricing on additional changes totaling \$4,287. The total cost for completing all of the additional projects would not exceed \$12,627.

It was moved by Phillips, and seconded by Green, to approve additional projects associated with the State of Michigan Energy Efficiency and Conservation Block Grant (EECBG) energy efficiency upgrades at the Utility Department Administration building and the Township Hall at a cost not to exceed \$15,000. These projects will include those outlined by the Township's Architect, Craig Gates, Bulletin Recommendation letter dated June 28, 2010, and any other additional projects approved by the Township Administrative staff.

Roll call vote:

Ayes: McFarlane, McKinney, Phillips, Caviston, Green

Nays: None

**SUPERIOR CHARTER TOWNSHIP BOARD  
SPECIAL MEETING  
JULY 2, 2010  
PROPOSED MINUTES  
PAGE 3**

Absent: Lewis and Williams

The motion carried.

**11. PAYMENT OF BILLS**

There were no bills for payment.

**12. PLEAS AND PETITIONS**

There were none.

**13. ADJOURNMENT**

It was moved by McKinney, supported by Green, that the meeting adjourn. The motion carried by a voice vote and the meeting adjourned at 3:35 p.m.

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor

**David Phillips**

---

From: "William McFarlane" <williammcfarlane@superior-twp.org>  
To: "Cheryl Perry" <perryc@ewashtenaw.org>; <BrendaMckinney@superior-twp.org>  
Cc: <davidphillips@superior-twp.org>  
Sent: Thursday, June 24, 2010 2:56 PM  
Attach: ATT00159.htm  
Subject: RE: Introduction of County Administrator and new Deputy Administrator  
June 24, 2010

Good Afternoon the next meeting is July 19, 2010 at 7:30 P.M. at the Superior Township Hall at 3040 N. Prospect Road. We look forward to meeting Mr. Reynolds and welcoming Ms. McDaniel and Mr. Sizemore Respectfully  
William McFarlane

---

From: Cheryl Perry [mailto:perryc@ewashtenaw.org]  
Sent: Wednesday, June 23, 2010 6:20 PM  
To: 'williammcfarlane@superior-twp.org'  
Subject: Introduction of County Administrator and new Deputy Administrator

Hi Bill,

Commissioner Rolland Sizemore would like to introduce Verna McDaniel, the County Administrator, and William (Bill) Reynolds, our new Deputy Administrator, to your members at the next Board Meeting. If possible please add this introduction as an agenda item for your next meeting. Thank you

Cheryl Perry

Administrative Coordinator

Washtenaw County Administration

P: 734.222.6784

F: 734-222.6715

## **SEMCOG**

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Paul E. Tait, Executive Director

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*Glenda Marks, Communications Coordinator*  
*Nick Friedrich, Senior Designer*

Please direct any questions about this publication  
to Sue Stetler, 313-324-3428 or [stetler@semcog.org](mailto:stetler@semcog.org)

*Semscope is a quarterly publication of SEMCOG*

ISSN#03071-1310

### Cover photo

*SEMCOG is a glass-half-full organization. This issue of Semscope describes some of the positive things SEMCOG is doing on behalf of the region and our members to make Southeast Michigan sustainable. The Mexicantown pedestrian bridge is a very visible sign of progress. It was dedicated on May 5, 2010.*

*Preparation of this document was financed in part through grants from and in cooperation with the Michigan Department of Transportation with the assistance of the U.S. Department of Transportation's Federal Highway Administration and Federal Transit Administration, and the U.S. Environmental Protection Agency.*

 Printed on recycled paper.

### 2010-2011 Officers

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*City of St. Clair Shores*

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*Wayne County RESA*

**Paul E. Tait**  
Executive Director



**Paul E. Tall**

**Executive Director,  
SEMCOG**

## The SEMCOG Difference

SEMCOG makes a difference in Southeast Michigan... a positive difference for our region and our member governments. This issue of *Semscope* draws attention to several of the many ways in which SEMCOG accomplishes this outcome.

One of SEMCOG's most important roles is solving regional issues that go beyond the boundaries of individual local governments. How is SEMCOG responding to regional challenges? This issue begins with a review of the federal transportation money – both annual formula money and economic stimulus money – that SEMCOG brings in to implement our transportation plan and improve the region's roads, bridges, and transit. In fact, \$1.1 billion was brought in this past year. And, as importantly, elected officials through SEMCOG directed where those dollars were spent.

Another regional challenge is air quality. We're responding to this regional challenge through advocacy... in this case, advocacy to urge rational federal standards to improve our air quality. Yes, we all want to breathe cleaner air. But, we shouldn't be imposing more restrictive standards when we haven't yet fully realized air pollution improvements from already implemented strategies. In this economy, the cost-benefit of more stringent standards does not appear justified.

I hope you were able to attend one of our Member Outreach meetings earlier this Spring. It is always beneficial for us to meet up with our members in their home counties. At this year's meetings, we asked members to speak to their peers about how they've directly benefited from SEMCOG services. We're sharing a couple of those here in this issue... and hope you'll go to our Web site and listen to the others. In these tight economic times, we want you to get the most out of your membership dues by taking advantage of the free-of-charge services we can provide.

In this issue, we're also launching the SEMCOG Sustainable Community Recognition Program. We hope it will help you achieve and maintain sustainability in your community and provide a tangible way to communicate these sustainable programs to residents and encourage them to participate as well. Among the sustainable programs are environmental friendly messages we've created for you to share with your residents... air and water quality action tips, rideshare matching opportunities, and bicycling assistance.

Southeast Michigan has lots of challenges. You in your individual communities face them every day. I am not saying anything profound here. But having said that, I also need to say that I see progress happening. At SEMCOG, we work hard every day to make our region a better place. We work hard every day to make sure that you, our members, receive value from your membership. We provide data and unbiased analysis so you can make informed decisions in your community. We promote the efficient use of tax dollars for both long-term infrastructure investment and shorter-term governmental efficiency. And we encourage you to actively participate with us, because as this issue of *Semscope* illustrates, we are making an important difference in our region and for our member governments.

## Members speak at Outreach Meetings

Saline looks forward to partnering with SEMCOG for many years to come:



Todd Campbell, City Manager of Saline: First, a brief description of Saline – a full-service community with a population of a little more than 9,000 residents. (Approximately 55-60 percent of the community is

residential; the balance industrial and commercial.) As an organization, Saline has experienced significant revenue reductions like the rest of the communities in Michigan. As a result, the city has reduced full-time staff through position elimination and the combining of positions as a result of attrition. The reason this is significant is that when I started a little more than two years ago, the city had 69 full-time employees and now we are at 64 full-time employees. It does not take very many job reductions to have a negative impact on services and service delivery. This is one of the reasons why the Saline uses the services that SEMCOG offers because it allows us to do some things that we would not be able to because of the lack of staff.

Saline has been a member of SEMCOG for many years and has taken advantage of a number of programs. Most recently, we used SEMCOG's Local Government Effectiveness and Collaboration team as we are preparing the FY2011 budget which begins July 1, 2010. That team is made up of Dave Boeger, Ray Riggs, and Chris Roosen. The team is well represented with a combination of public- and private-sector experience. They helped us out in two ways. First, they reviewed a number of departments and helped us to see some possible items that might help the budget. Second, they confirmed the number of positive things that they feel we

are already doing to be efficient in the overall operation of the organization and providing good services to our residents.

SEMCOG has been and continues to be a strong organization that offers numerous services for its members. Saline is looking forward to partnering with SEMCOG for many years to come.

I am learning that SEMCOG is a good organization



Robert Crawford, Clerk, Port Gratiot Township: A friend of mine told me about SEMCOG several years ago. He simply said it's a good organization, you should belong. He is no longer with us; he passed

away last July. I may not have understood everything he meant when he told me SEMCOG is a good organization; but I am learning now.

We are facing challenging times. Everyday there is something new for us to deal with, and usually with fewer resources. But there are opportunities and resources available from SEMCOG that we may not have considered.

I have been an alternate representing St. Clair County townships on the SEMCOG Executive Committee. I never had much to do as an alternate until John Jones left township government. I then began to attend Executive Committee meetings, a new opportunity. That's where I began to realize the benefits of SEMCOG membership and the resources available. The first meetings I attended focused on the American Recovery and Reinvestment Act. SEMCOG was supplying information as fast as it was released. I was excited by the possibilities

View SEMCOG's Web site -

[www.semco.org/memberservices.aspx](http://www.semco.org/memberservices.aspx) - to hear what members are saying about their SEMCOG experience:

*"SEMCOG saved us thousands of dollars."*

Mark St. Charles, Green Oak Township Supervisor, describes his experience working with SEMCOG to create a stormwater ordinance.

*"Didn't cost us a dime."*

Dan O'Leary, Washington Township Supervisor, describes his four-hour walkable audit, provided by SEMCOG, to help improve community character.

of expanding the municipal sewer system in Fort Gratiot Township. I had visions of new sanitary sewers for three township facilities and a middle school. That didn't work for us because we were not eligible for a State Revolving Loan.

But at those meetings, I talked with SEMCOG staff about the Wadhams Bridge over the Black River. The Wadhams Bridge is an important access point for people visiting retail businesses in Fort Gratiot. A year ago the project lacked enough funding to cover the replacement. I mentioned the problem to SEMCOG and officials in state and federal government. I can't tell you SEMCOG was responsible for the Wadhams Bridge project receiving funding to cover the cost of replacement. But I do know SEMCOG has a strong voice on transportation issues in Southeast Michigan. I am convinced that SEMCOG helped the Wadhams Bridge project receive the necessary funding.

Do you know SEMCOG sponsors education workshops and programs? I recently attended a workshop hosted by SEMCOG on grant writing. The two-day workshop covered how grant applications should be written, and how to write a competitive grant. We are facing challenges of how to fund projects with declining revenue. Those two days I spent learning about grant writing will help me apply for project funding for Fort Gratiot Township. Thank you, SEMCOG.

Our Board of Trustees reviewed our budget, cutting costs wherever possible before adopting a 2010 balanced budget. The cost of memberships was reviewed for each of the organizations the township belongs to. There were questions of what does Fort Gratiot receive from SEMCOG for the membership. I contacted SEMCOG and asked about services provided for members.

One of the services offered by SEMCOG involves storm water management. Many St. Clair County municipalities are regulated by the Environmental Protection Agency's Phase II Stormwater rule. This rule requires a permit for stormwater discharges. The regulation also requires the municipality to have a Stormwater Pollution Prevention Initiative Plan known as a

SWPPI for its facilities. SEMCOG has developed a program to assist municipalities in creating a SWPPI. I contacted SEMCOG to learn more about the service. Angela Riess and Kelly Kaell, members of SEMCOG's Environmental Programs staff, sent us a pre-visit checklist. We set a date for them meet with us and visit the DPW. We reviewed the checklist and then visited the facilities to look at our practices and procedures. They used the gathered information to make recommendations for us to be in compliance of our stormwater permit. This service is provided for SEMCOG members at no cost. The value of this service is more than the cost of Fort Gratiot's SEMCOG membership.

Just yesterday, Fort Gratiot cashed in on another membership benefit. We met with SEMCOG staff member, Chris Roosen, to do an operational review of the DPW. The township had a proposal with a price tag of nearly \$11,000 for a review. I am sure there will be differences in the depth of the two reviews. But if the SEMCOG review provides the information needed it will be a real bargain. The SEMCOG review is at no cost, it's a benefit of membership.

Each of us involved with local units of government is challenged to do more with fewer resources. To meet those challenges we need to use services that are available to us. SEMCOG is a source of some of those services. My friend Bill Smiley was right. SEMCOG is a good organization to belong to. When you are trying to do more with fewer resources, check with the Southeast Michigan Council of Governments where membership matters!

*"SEMCOG has been great to work with."*

**Jana Ecler,**  
Planning Director,  
Birmingham, describes how Birmingham and Troy have partnered to create a sustainable community through the new transit center and a walkable audit.

*"SEMCOG has been incredibly helpful supporting community development."*

**Joann Inglis,**  
Director of Housing and Community Development, Westland, describes how SEMCOG helped educate members on the Neighborhood Stabilization program.

## Participate in SEMCOG's new Sustainable Community Recognition Program

Membership  
matters

# SEMCOG

Sustainable Community Recognition Program

For local governments, sustainability is about achieving prosperity while protecting the environment and providing a high quality of life for residents.

Toward that end, SEMCOG is proud to launch its Sustainable Community Recognition Program that helps local government achieve and maintain sustainability and provide a tangible way to communicate these sustainable programs to residents as well as encourage them to participate.

### Why should SEMCOG member communities participate?

- Information will back-up and validate your decisions as local officials.
- Be a leader in the region by making forward-thinking changes in your community.
- Integrate SEMCOG-supported practices into your operations and be recognized for doing so.
- Inform your residents about the sustainable initiatives being implemented in your community.
- Improve the long-term sustainability of your community.
- Maximize your investment in SEMCOG.

### How do communities participate?

Pass a resolution by your council, board, or commission, stating your community's intent to participate. SEMCOG is available to discuss the program at that meeting. When the resolution is passed, SEMCOG will meet with community officials to discuss which eligible activities to pursue. We'll work with you to complete the activities you've selected. Once at least five of the activities are complete, SEMCOG will present a certificate of recognition at your board, council, or commission meeting. Additionally, a press release will be sent to local media (good

news!) and your community will be recognized on SEMCOG's Web site. Communities can also have the opportunity to share their experience and expertise with other SEMCOG members.

### Eligible activities:

1. Develop a neighborhood stabilization plan.
2. Implement green infrastructure on public property.
3. Conduct a transportation safety audit and implement recommendations.
4. Conduct a walkable/bikeable audit and implement recommendations.
5. Develop a Stormwater Pollution Prevention Initiative (SWPPI) Plan.
6. Develop a community transit coordination plan.
7. Use SEMCOG data to develop your community master plan, strategic plan, or capital improvement plan.
8. Distribute public outreach information to residents (see next story).
9. Incorporate Low Impact Development (LID) components into your planning and zoning processes.
10. Develop an access management plan for a transportation corridor in your community.
11. To improve air quality in the region, adopt a policy that requires certain actions by your local government departments on Ozone Action days.
12. Develop an asset management plan for the road infrastructure in your community.
13. Use benchmark data to compare your costs to others, and implement changes to achieve those benchmarks.
14. Incorporate measures of citizen satisfaction into your budget and service provision decisions.
15. Develop a multi-year budget or budget forecast.
16. Achieve a Community Self-Assessment score of 50 or greater.

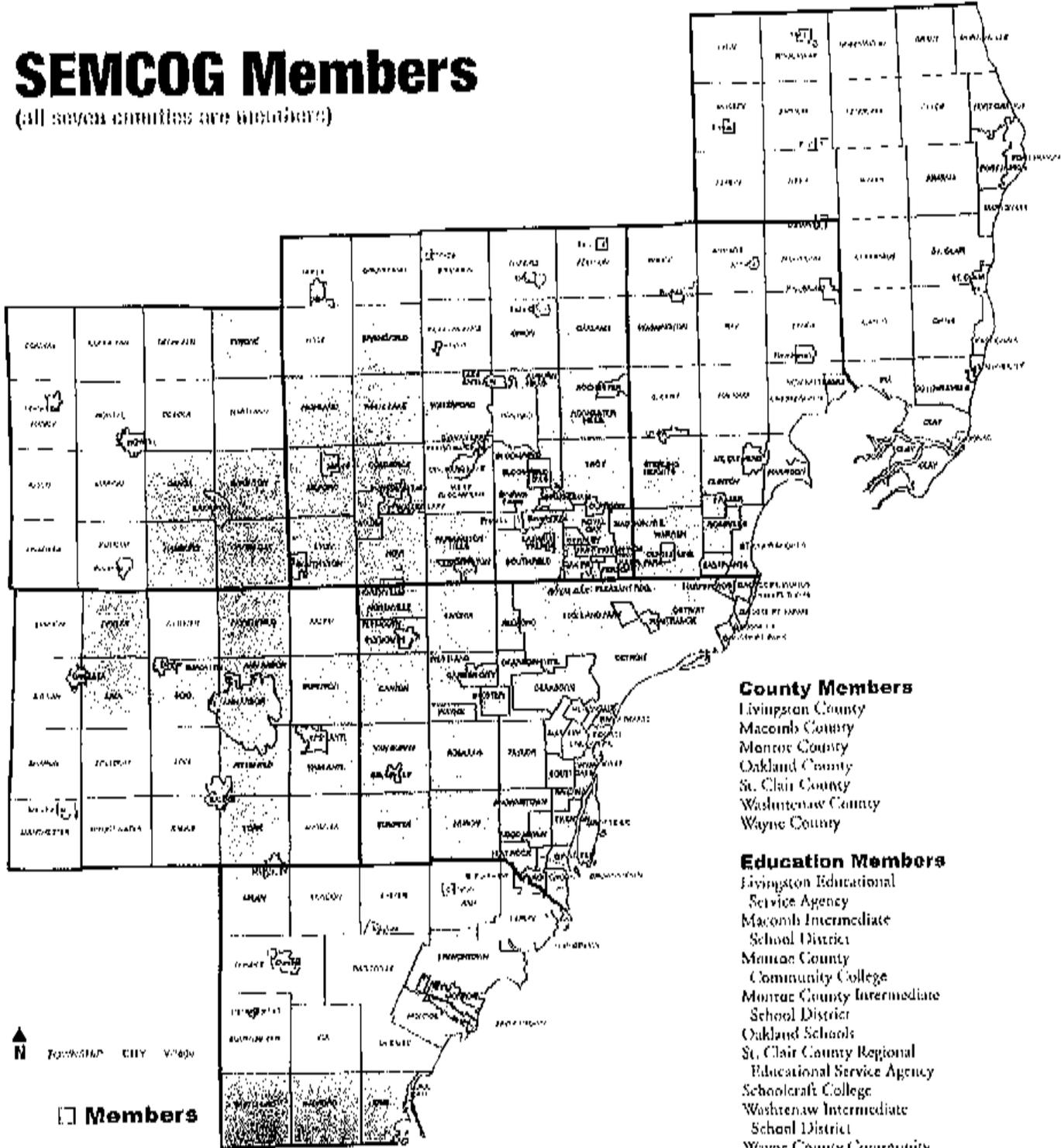
Detailed descriptions of each of the eligible activities can be found on SEMCOG's Web site. Go to [www.semco.org/SustainableMembers.aspx](http://www.semco.org/SustainableMembers.aspx).

Additional questions?

Contact Karen Wieber ([wieber@semco.org](mailto:wieber@semco.org); 313-324-3345) or Amy Malmer ([malmer@semco.org](mailto:malmer@semco.org); 313-324-3308).

# SEMCOG Members

(all seven counties are members)



### County Members

- Livingston County
- Macomb County
- Monroe County
- Oakland County
- St. Clair County
- Washtenaw County
- Wayne County

### Education Members

- Livingston Educational Service Agency
- Macomb Intermediate School District
- Monroe County Community College
- Monroe County Intermediate School District
- Oakland Schools
- St. Clair County Regional Educational Service Agency
- Schoolcraft College
- Washtenaw Intermediate School District
- Wayne County Community College District
- Wayne County Regional Education Service Agency

### Associate Members

- University of Michigan
- University of Michigan, Dearborn

161 Total Members — May 2010

**Membership!**  
**matters**

**SUPERIOR TOWNSHIP BUILDING DEPARTMENT  
MONTH-END REPORT  
JUNE 2010**

Category	Estimated Cost	Permit Fee	Number of Permits
<b>ADDITIONS</b>	<i>\$19,448</i>	<i>\$1,364.00</i>	<i>8</i>
<b>BUSINESS/COMMERCIAL</b>	<i>\$117,821</i>	<i>\$0.00</i>	<i>1</i>
<b>DETACHED ACCESSORY STRUCTURES</b>	<i>\$31,175</i>	<i>\$140.00</i>	<i>1</i>
<b>ELECTRIC PERMITS</b>	<i>\$0</i>	<i>\$1,164.00</i>	<i>12</i>
<b>MECHANICAL PERMIT</b>	<i>\$0</i>	<i>\$1,800.00</i>	<i>20</i>
<b>OTHER</b>	<i>\$0</i>	<i>\$70.00</i>	<i>1</i>
<b>PLUMBING PERMITS</b>	<i>\$0</i>	<i>\$1,229.00</i>	<i>9</i>
<b>REMODEL/REPAIRS</b>	<i>\$125,721</i>	<i>\$766.00</i>	<i>4</i>
<b>SINGLE FAMILY DWELLINGS</b>	<i>\$704,384</i>	<i>\$3,169.00</i>	<i>2</i>
<b>Totals</b>	<i>\$998,549</i>	<i>\$9,702.00</i>	<i>58</i>

**INSPECTIONS**

**BUILDING OFFICIAL**                      **92**

**ELECTRICAL INSPECTOR  
(CONTRACTOR)**

**12 @ \$30.00**

**REIMBURSEMENTS**

**\$360.00**

**SUPERIOR TOWNSHIP BUILDING DEPARTMENT  
 YEAR-TO-DATE REPORT**

**2010**

Category	Estimated Cost	Permit Fee	Number of Permits
ADDITIONS	\$377,915	\$4,229.00	25
BUSINESS/COMMERCIAL	\$242,821	\$662.00	2
DEMOLITIONS	\$0	\$200.00	2
DETACHED ACCESSORY STRUCTURES	\$90,752	\$732.00	3
ELECTRIC PERMITS	\$0	\$5,885.00	45
HOSPITAL	\$4,760,164	\$21,421.00	4
MECHANICAL PERMIT	\$0	\$6,920.00	68
MOBILE HOMES	\$0	\$100.00	1
OTHER	\$58,800	\$885.00	3
PLUMBING PERMITS	\$0	\$4,574.00	44
REMODEL/REPAIRS	\$319,992	\$4,743.00	42
SINGLE FAMILY DWELLINGS	\$2,063,281	\$9,324.00	4
<b>Totals</b>	<b>\$7,913,725</b>	<b>\$59,675.00</b>	<b>243</b>

**INSPECTIONS**

BUILDING OFFICIAL 504

ELECTRICAL INSPECTOR  
 (CONTRACTOR)

98 @ \$30.00

**REIMBURSEMENTS**

\$2,940.00

**SUPERIOR TOWNSHIP**  
**Permit by Category with Details**

**SINGLE FAMILY DWELLINGS**

Permit No.	Owner	Const. Value	Work Description	Contractor
PB10-0079 06/10/2010	NELSON RYAN & EMILY 5478 RED FOX RUN	\$423,845	2 Story, 4 Bedroom, 3 1/2 Bath, Single Family Dwelling On Finished Walk Out Basement With 2 Car Attached Garage, Screened Porch And Wood Deck.	B & B Investments, Inc.
PB10-0084 06/21/2010	GRAY THOMAS GARY & ARBOLR 3456 CUMMINGS DR	\$280,539	Demolition Of Existing Dwelling And Construction Of A New Two Story, 4 Bedroom, 3 Bathroom, Single Family Manufactured Dwelling On Full Unfinished Basement With Attached Two Car Garage. Building System Approval Report Number P-0	Homeowner
<b>Totals</b>		<b>\$704,384</b>	<b>Total Permit Fees</b>	<b>Total Permits</b>
			<b>\$3,169.00</b>	<b>2</b>

## 2010 Fire Department Responses June

**Structure Fires: 0**

**Vehicle Fires: 0**

**Brush Fires: 1**

**Trash Fires: 0**

**Medical Emergencies: 60**

**Personal Injury Accidents: 6**

- 1.) Gotfredson/Vreeland 6/5/10
- 2.) Joy/Vorhies 6/15/10
- 3.) Dixboro/Warren 6/18/10
- 4.) M14/Curtis 6/20/10
- 5.) HRD/Superior 6/30/10
- 6.) Prospect/Plymouth 6/30/

**Property Damage Accidents: 4**

**Residential Fire Alarm: 4**

**Commercial Fire Alarm: 3**

**St. Joseph Mercy Hospital Alarms: 3**

**Utility Emergency: 5**

**Public Service Request: 3**

**Good Intent: 5**

**Carbon Monoxide Alarms: 0**

**Mutual Aid: 5**

**All Other Incidents: 0**

**Total Alarms: 99**

**Burn Permits: 26**

## Charter Township of Superior

### *Fire Department*

7999 Ford Road. Ypsilanti, Michigan 48198

To: William McFarlane, Supervisor

Date: July 1, 2010

Ref: Fire Marshal Report for June 2010

6/1/10

Finished fire marshal report for May  
Finished vehicle fire investigation report  
Typed and sent letter to Michigan Heart about egress doors

6/2/10

Did fire standby at St Joe Hospital while fire system was out of service 7AM to 4:30 PM

6/3/10

Started reviewing old site plans and sprinkler plan to up date files  
Updated building department about sprinkler shut down old tower  
Sent inspection notice to Clark home

6/7/10

Worked on reviewing old plans and up dating files

6/8/10

Worked on reviewing old plans

6/9/10

Fire Marshal meeting and training in Taylor

6/10/10

Did second fire code inspection at Huron Eye Center  
Had meeting with Steve from Christman Company about closing road at St. Joe to Demo old tower

6/14/10

Reviewed fire inspection report from Gallagher Fire equipment for Hickory Creek Golf Course  
Researched fire works information for Chief.  
Researched test requirements for Exit and emergency lighting

6/15/10

Responded to MVA Joy and Vorhies Rd  
Pick up pager at IIVA  
Meeting at Hyundai about new FM 200 Suppression system

6/16/10

Talked with Wendy from Sycamore Meadows about demo  
Reviewed old sprinkler plans from Hyundai  
Researched requirement for installation of a FM 200 system at Hyundai

6/17/10

Took a vacation day

6/21/10

Took a vacation day

6/22/10

Talked with John Hager Fire Marshal from Taylor Fire Department about Arson Task force  
Talked with Alexandria about open burning fax copy of burn ordinance  
Did Hydro testing sprinkler system at St Joe one test passed, one test failed  
Talked with Rick Erickson chief about weight limit on bridge to Fords property

6/23/10

Meeting with Building Department  
Talked with Lewand Custom Homes about weight limit on bridge to Fords property  
Did second fire code inspection at Landau building

6/24/10

Typed and sent approval letter to A&I, Enterprises, LLC  
Did fire code inspection at Clark Group Home

6/28/10

Worked on inspection report for Clark Group Home  
Add inspection information in to lap top computer

6/29/10

Meeting with building department to discuss alarm plans for Fresenius Medical Care  
Did public education class on fire safety

6/30/10

Finished preplan information for Clark Group Home  
Did sprinkler testing and inspection at St Joe Health information center

Total Inspections to date: 25  
Total Fire Investigations to date: 6  
Structure Fire Investigation: 4  
Grass Fire Investigation: 1  
Vehicle fire investigation: 1  
Total Hours for June 2010: 103  
Total Hour to Date: 600.5

Respectfully Submitted:

*Wayne Dickinson*

Wayne Dickinson, Fire Marshal  
Superior Township Fire Department

Cc. Dave Phillips, Clerk

INTEROFFICE MEMORANDUM

TO: BILL MCFARLANE SUPERVISOR  
FROM: RONALD SMITH CAPTAIN  
SUBJECT: HOSPITAL ALARMS  
DATE: 7/1/10

SUPERIOR TOWNSHIP FIRE DEPARTMENT FALSE ALARM RESPONSES TO SAINT JOSEPH  
HOSPITAL  
FOR JUNE 2010

TOTAL FALSE ALARMS: 3  
1<sup>ST</sup> ALARM: NO CHARGE  
2<sup>ND</sup> ALARM: \$50.00  
3<sup>RD</sup> ALARM: \$200.00  
TOTAL: \$250.00

ALARM LOCATIONS:  
5301 HURON RIVER DRIVE (1)  
5315 ELLIOTT (1)  
5205 MCAULEY (1)

**Superior Township Ordinance Report**  
**June 2010 to July 2010**

**Landscape Debris-Blight**

**Ordinance 165**

Harris, Ford, Cherry Hill  
Geddes, Macarthur  
Prospect, Ridge

Signs removed

Andorra at Ford

Several large dead trees along roadway  
And foot high line of weeds at entrance.  
Glennborough Association has been notified;  
Pending.

1931 Ridge

large pile of dumped materials in back yard.  
Ticket issued; pending.

9763 Ravenshire,

Grass notices, no response, cut by Township.

1111 Clark drive, 9304 Panama,  
3409 Oak, 1652 Harvest Lane  
8839 Somerset, 8548 Durham,  
7612 Abigail,

1743 Sheffield

Trash in back yard, 1<sup>st</sup> letter sent.

1868 Kenwyck

Garbage piled up. Letter sent; removed.

5624 Meadow Lane

standing water issues;. pending

Woodside, Golfside

overgrown weeds and grass; partial clearing.

**Noise Complaints**

1843 Manchester

Noise, letter sent, pending.

Avon Ct.

Two basketball hoops in street, referred to  
WCSC, removed.

**Animals**

**Vehicles**

343 E. Clark

Two unlicensed cars in drive. Citation issued

Awaiting court date

- 1629 Ridge Rd      junk cars in back yard. Owner agreed to remove. Violation issued; initial fine paid, situation not abated. Citation issued, awaiting court date.
- 1167 Stamford      inoperable vehicle in drive. Violation issued; owner agreed to remove car, not done, citation issued, await court date.
- 1171 Stamford      inoperable vehicle in drive. citation issued, await court date.
- 1813 Hamlet          boat in the driveway, removed after letter sent.
- 1691 Prospect        junk RV in back yard. Letter sent, pending.
- 9745 Ravenshire     Boat in drive. Letter sent.
- 1857 Hamlet          Two inoperable cars in drive. Citation issued; await court date.
- 8661 Cedar Ct.      large boat and trailer in drive. 1<sup>st</sup> letter; boat moved, then replaced in drive. 2<sup>nd</sup> letter

*Miles: 257*

*Time: 38.5*

*Submitted by John Hudson, Ordinance Officer*

*Cc: Supv, Clerk, Treas, Build. Insp., WCSD*



# WASHTENAW COUNTY OFFICE OF THE SHERIFF



JERRY L. CLAYTON  
SHERIFF

2201 Hogback Road • Ann Arbor, Michigan 48105-9732 • OFFICE (734) 971-8400 • FAX (734) 973-4624 • EMAIL [sheriff@owashtenaw.org](mailto:sheriff@owashtenaw.org)

MARK A. PTASZEK  
UNDER-SHERIFF

July 8<sup>th</sup>, 2010

Supervisor William McFarlane  
Superior Charter Township  
3040 N. Prospect Rd  
Ypsilanti, MI 48198

Mr. McFarlane,

The following data summarizes the law enforcement activities in Superior Township during the month of June 2010. Included you will find a breakdown of time spent in Superior Township, a Law Enforcement Activity Report, a summary of Highlighted Calls for Service, a Deputy Activity Summary, and a Summary of Citations issued in Superior Township.

Attached please find the Superior Township Alarm breakdown for the month of June which has already been forwarded to your billing department.

Our efforts on MacArthur Blvd appear to be beginning to pay dividends. We have successfully followed through with supporting ownership of Sycamore Meadows and Danbury Park Manor on a number of evictions. The residents that have been displaced were identified as problems by both ownership and residents. Their displacement seems to have had measurable impact on the neighborhood. We are pleased with the initial results and will continue working toward a mutually supportive, sustainable relationship with the property management companies and ownership.

Please review and accept the remainder of this report at your next Board Meeting. If you have any questions or require any additional information please contact me personally and I will supply you the necessary information.

Sincerely,

Sergeant P. Cook  
Station #6



# WASHTENAW COUNTY OFFICE OF THE SHERIFF



2201 Hogback Road • Ann Arbor, Michigan 48105-9732 • OFFICE (734) 971-8100 • FAX (734) 971-0248 • EMAIL [sheriff@co.washtenaw.mi.us](mailto:sheriff@co.washtenaw.mi.us)  
**JERRY L. CLAYTON**  
SHERIFF

**MARK A. PTASZEK**  
UNDERSHERIFF

## SUPERIOR TOWNSHIP HIGHLIGHTED CALLS FOR SERVICE JUNE 2010

### ASSAULT & BATTERY /DOMESTIC

9300 block of Macarthur Blvd  
5300 block of E. Huron River Rd  
1500 block of Robby Ln  
1500 block of Ridge Rd  
9100 block of Macarthur Blvd  
9300 block of Macarthur Blvd  
8800 block of Macarthur Blvd  
1900 block of Spruce Ln  
1900 block of White Oak Ln  
8900 block of Macarthur Blvd  
5300 block of Meauley Dr  
8700 block of Macarthur Blvd

### FELONIOUS ASSAULT

None

### BURGLARY

9200 block of Panama Ave  
1600 block of Greenway Dr  
9000 block of Macarthur Blvd  
1500 block of Dawn Ave  
1500 block of Dawn Ave  
9300 block of Panama Ave  
1200 block of Stamford Ct  
9200 block of Ford Rd

### LARCENY

1100 block of Stamford Rd  
1900 block of N. Prospect  
700 block of E. Clark Rd

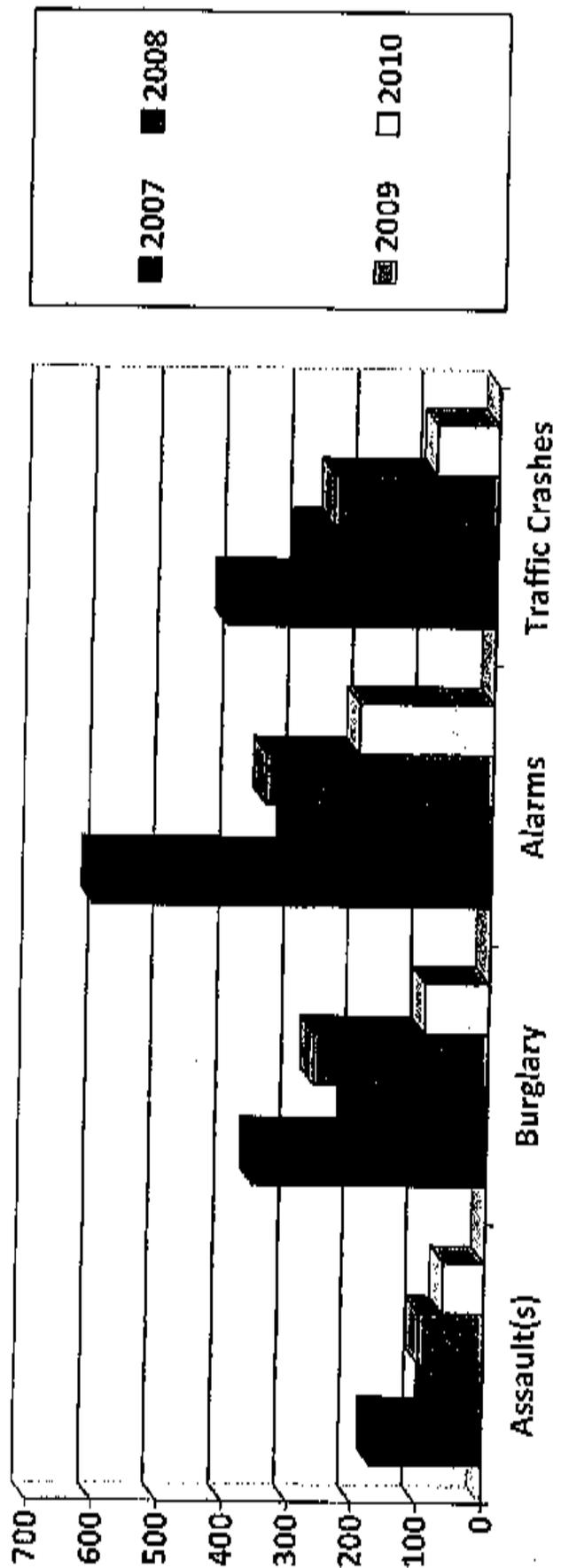
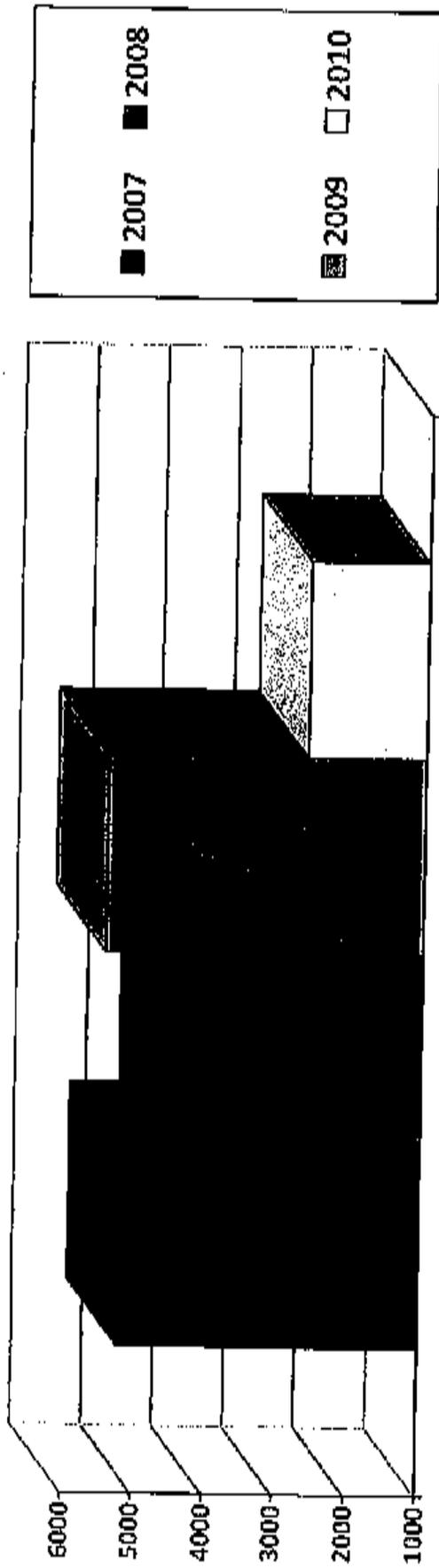
### LARCENY FROM AUTO

5300 block of E. Huron River Dr  
1700 block of Hamlet Dr  
8500 block of Avon Ct  
1800 block of Hamlet Dr  
8300 block of Lakeview Dr

### UDAA

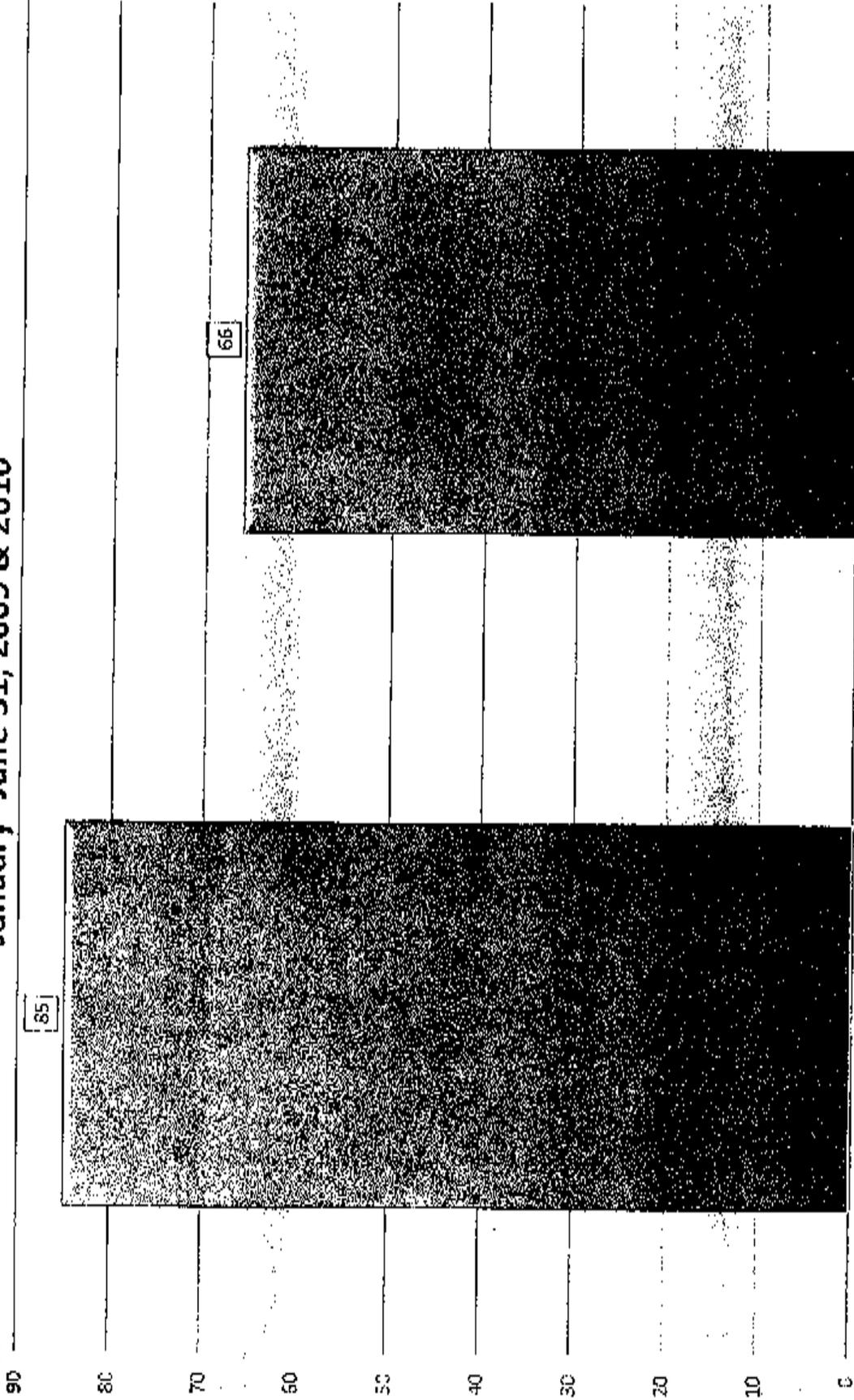
5300 block of E. Huron River Dr

# Superior Township Four Year Activity Report





# Superior Township Burglaries January - June 31, 2009 & 2010



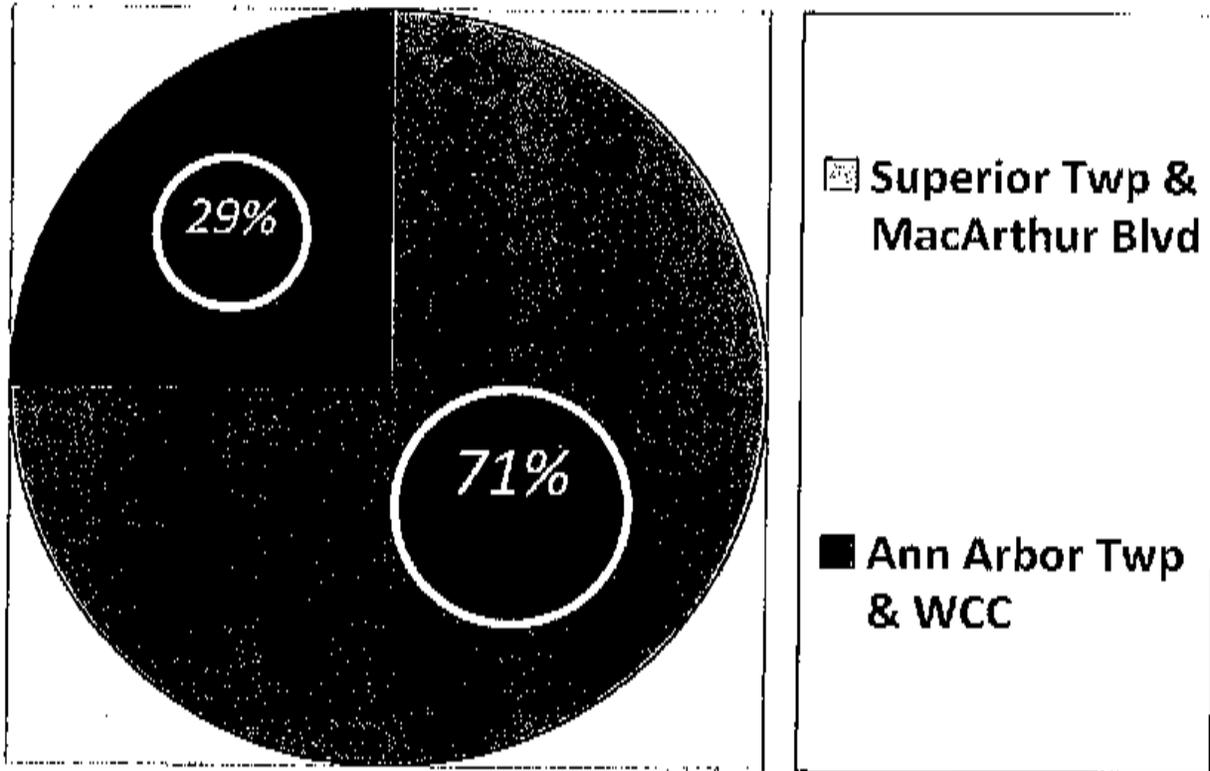
January-June 2009

January-June 2010

■ Superior

2010 represents a 29% decrease over 2009

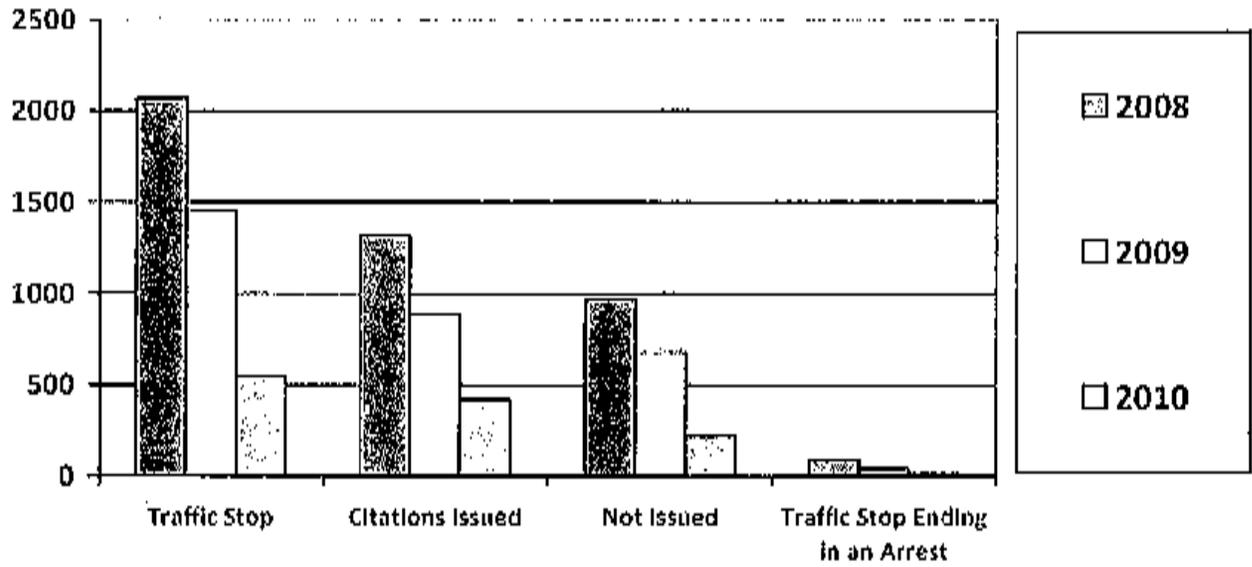
January – June 2010



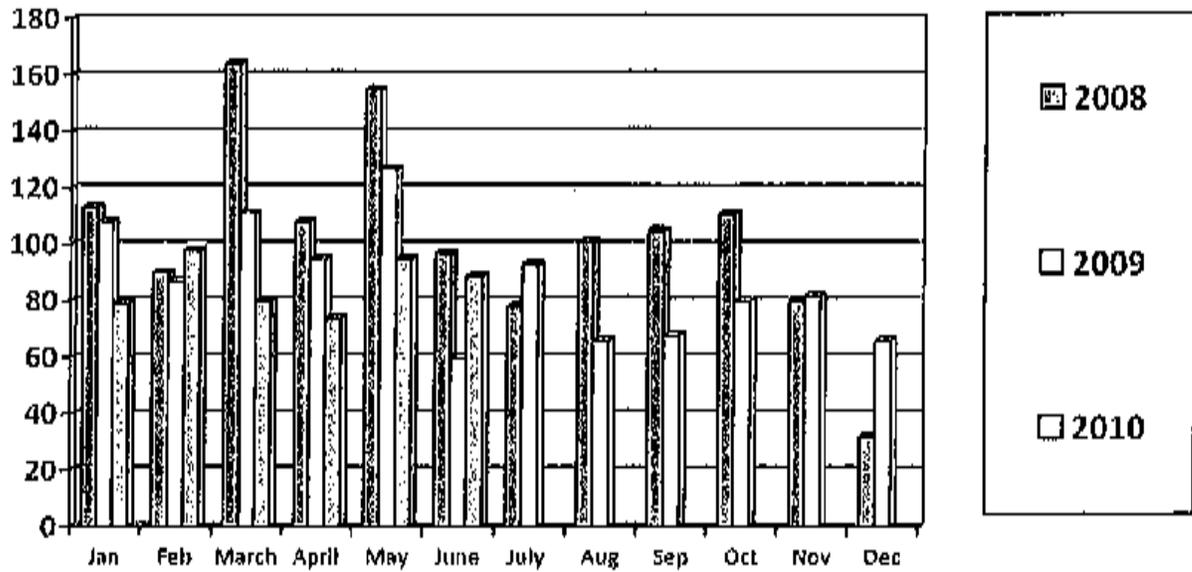
Superior Twp & MacArthur Blvd Total time =  
471,039 Minutes / 7,850hr 39min

Ann Arbor Twp & WCC Total Time =  
137,516 Minutes / 2,291hr 56min

## Superior Twp



## Citations by Month



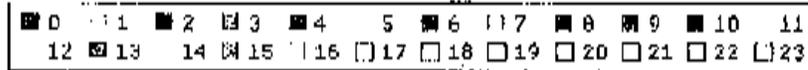
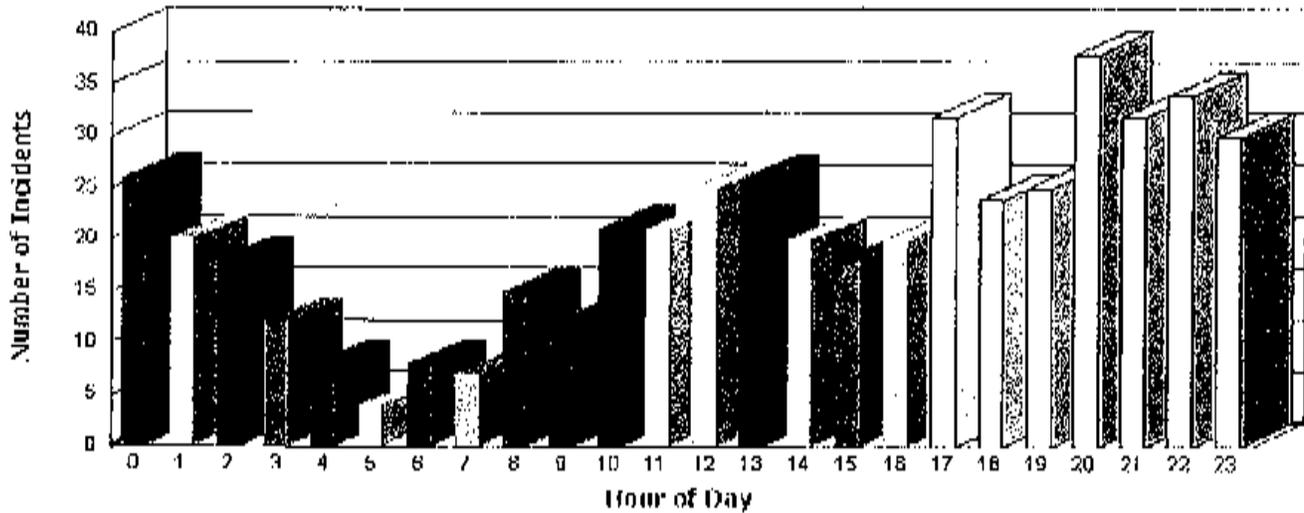
## Number of Incidents by Time

### Report Description

**Timeframe :** From 2010-06-01 00:00:00 To 2010-06-30 23:59:00

**Location :** MunicipalArea | SUPERIOR TOWNSHIP

**User Comments :** N/A



Hour of Day	count
0:00	26
1:00	20
2:00	18
3:00	12
4:00	8
5:00	4
6:00	8
7:00	7
8:00	15
9:00	12
10:00	21
11:00	21
12:00	25
13:00	26
14:00	20
15:00	18
16:00	20
17:00	32
18:00	24
19:00	25
20:00	39
21:00	32
22:00	34
23:00	30
<b>Total</b>	<b>496</b>



# Washtenaw County Sheriff's Activity Log

07/06/2010 9:49:04AM

Individual Deputy Join Statistical Report

Assignment Area: Superior Twp/Ann Arbor Twp  
Date Range: 6/1/2010 - 6/30/2010

	Sales w/ Patrol	Service Requests	Traffic Stops	Reports Written	DP-10's	SR & JS Entries In Arrest	Assignment/ Arrest (SI)	Felony Arrest (SI)	Self Inflicted Warrant Arrests	Truancy Arrests / Pick Ups	Misdemeanor Citations	Civil Infractions	Parking Citations	OUT Arrests
1094 BALLOU, DOUGLAS R	7	37	7	2								6		
1775 FARMER, HOLLY C	1	2	4									2		
1763 GEBAUER, JOEL J	10	41	10	4							2	8		
1177 GORNEY, JOHN ARTHUR	1	3	1	1										
1745 HUGHES, DONALD ROY	1	4	1	2										1
1185 HUNT, CHARLES ALAN	13	41	12	7								12		
746 MERCURE, THOMAS DELAND	1	5	1											
952 REX, BRIAN ANDREWS	3	5	1	1										1
549 SMITH, KENNITH AARON	1	1	1	1								2		
1805 TEETS, CHAD M	8	13	12	24						1		6		
1793 URBAN, SEAN G	12	19	27	16						11		15		
1788 VANTUYL, MARK A	1	1												
974 WILKINSON, DAVID RONALD	1	9												

Grand Total: 62 181 76 59 0 0 0 0 0 0 14 53 0 0

p\_at\_grid\_join.rpt

Page 1 of 1

7/6/2010

9:49:04AM

\*\*\*\*\* End of Individual Deputy Join Statistical Report \*\*\*\*\*



# Washtenaw County Sheriff's Activity Log

07/06/2010 9:49:04AM

07/06/2010 9:49:04AM

Individual Deputy Statistical Report

Assignment Area: Superior Twp/Ann Arbor Twp  
 Date Range: 6/1/2010 - 6/30/2010

	SALES	Service Requests	Traffic Stops	Reports Written	DR-10's	SIR & 75 Badging In Arrest	Misdemeanor Area (SD)	felony Area (SD)	Self Injuri Area (SD)	Warrant Arrests	Warrant Arrests / Traffic Stops	Misdemeanor Citations	Civil Infractions	Building Citations	CITL Arrests
966 ADKINS JR, PAUL BLAKE	1	4													
1695 ARTS, JOSHUA A	2	6	4	1											2
628 BALL, CHARLES ALEXANDRO	9	16	1	1											
1094 BALLOU, DOUGLAS R	14	50	10	7	2	4						2			8
448 BLACKWELL, RONNIE DALE	2	7		1											
792 BOURDEAU, KATRINA ANNE	2	2													
991 CAMPBELL, JOHN WILLIAM	18	40	10	4	2			1							14
754 CAREK, JEFFREY D	24	55	14	15	1			2				3			5
342 COGGINS, WILLIAM THOMAS	4	3	2	1											
1781 CORRIE, PAUL E	1	2													
346 DONNELLY, PAULA LYNN	1	1													
1775 FARMER, HOLLY C	16	65	7	13	1										3
1165 FARST, LISA S	1	1			1										
597 FLINT, CYNTHIA MARIE	1	4		1	1										
1763 GEBAUER, JOEL J	18	26	3	4	1	1									3
1177 GORNEY, JOHN ARTHUR	1	1													
353 HOWELL, BRIAN LEE	2	5													1
1745 HUGHES, DONALD ROY	14	45	20	16											13
1185 HUNT, CHARLES ALAN	10	34	3	1	1										1
797 KITTLE, BRIAN SCOTT	1	1		2											
1786 KRINGS, NICHOLAS J	2	3	6												2
1802 MCGRADY, PATRICK T	1	4													1

746	MERCURE, THOMAS DELAND	19	52	13	13	3	3	1	19						
778	MOBBS, PAUL ANTHONY	11	20	2	3	1									
1148	PARVIZ, KEVIN A	2	1		1										
952	REX, BRIAN ANDREWS	3	4	9				1	6						
1137	RISHA, MATTHEW	1	3	2											
1139	ROWLEY, RICHARD L	1													
1530	RUSH, HORACE E	1													
1140	SAYDAK, SHARON ANN	2													
1780	SMITH, JESSE N	1	2												
548	SMITH, KENNITH AARON	1	2												
267	STANTON, ROBERT DAVID	11	19	7	15	3	2	1	1						
570	STUCK, RYAN JOSEPH	2	5	1	2				1						
1150	SUMNER, ROBERT RILEY	1	1												
1805	TEETS, CHAD M	12	8	25	10	2	1	1	9						
1793	URBAN, SEAN G	11	15	10	18	4	2		6						
1138	VISEL, GERROD T	1													
545	WAGNER, GERALD WADE	4	3	1	2	2			2						
981	WIESE, DEREK PAUL	2	4	1					1						
974	WILKINSON, DAVID RONALD	8	20	2	3				2						
956	ZACHARIAH, DAWN MICHELLE	1	2	4				1	1						
Grand Total:		240	533	160	133	17	3	14	7	5	0	19	109	9	0

=====  
 \*\*\*\*\* End of Individual Deputy Statistical Report \*\*\*\*\*  
 =====



# Washtenaw County Sheriff's Activity Log

Out of Area Report (Sorted by Date/Time, then Log ID)

7/6/2010

9:41:59

Assignment Area: Superior Twp/Ann Arbor Twp  
6/1/2010 - 6/30/2010

Log #	Deputy ID / Name	Type	Location	Date/Time	Minutes
203294	746 MERCURE, THOMAS DILLAND	Service Requests	ST. JOE	6/1/10 2:35	205
<b>Comments:</b> 10-23703 security at st. Joe's				Area: Ypsilanti Twp.	
203855	267 STANTON, ROBERT DAVID	Service Requests	CLARK/GOLFSIDE	6/3/10 10:50	85
<b>Comments:</b> look point backing ypsilanti units with one running				Area: Ypsilanti Twp.	
203821	754 CAREK, JEFFREY D	Service Request Assist	CLARK/ GOLFSIDE	6/3/10 11:25	65
<b>Comments:</b> Assist Dupettes Contarski and Crova				Area: Ypsilanti Twp.	
204225	545 WAGNER, GERALD WADE	Property Check		6/5/10 13:20	40
<b>Comments:</b> Barton Hills				Area: Barton Hills	
204388	545 WAGNER, GERALD WADE	Property Check		6/6/10 9:50	30
<b>Comments:</b> Barton Hills				Area: Barton Hills	
204395	1137 KISHA, MATTHEW	Service Request Assist	1420 RIDGE	6/6/10 14:10	40
<b>Comments:</b> Disp: Assisted Deputy Smith on family trouble				Area: Ypsilanti Twp.	
204842	1745 HUGHES, DONALD ROY	Service Requests	GROVE & LAKESIDE	6/7/10 16:00	60
<b>Comments:</b> COACHES GETTING VEHICLE CLEANED				Area: Ypsilanti Twp.	
204882	1745 HUGHES, DONALD ROY	Service Request Assist	2044 HARMON	6/8/10 16:00	10
<b>Comments:</b> 2044 HARMAON/ MEDICAL ASSIST/ LATE RUN FROM DAY SHIFT				Area: Ypsilanti Twp.	
204889	1094 BALLOU, DOUGLAS R	Service Requests	730 N REDWOOD	6/9/10 1:40	40
<b>Comments:</b> ASSIST YPT. UNITS-BOL V1/S1 PER 428				Area: Ypsilanti Twp.	
205852	628 BALL, CHARLES ALEXANDRO	Court (Regular Time)		6/14/10 10:00	120
<b>Comments:</b> 14-B Dist Ct OWI non jury trial disp: continue on 06/15/2010 @ 10:00 am				Area: Ypsilanti Twp.	
205852	628 BALL, CHARLES ALEXANDRO	Special Detail		6/14/10 18:00	360
<b>Comments:</b> 1300 Hull Rd Ypsilanti Twp / search warrant B/E suspect rec. property # 10-3889				Area: Ypsilanti Twp.	
206215	628 BALL, CHARLES ALEXANDRO	Court (Regular Time)		6/15/10 10:00	30
<b>Comments:</b> 14-B Dist Ct / OWI non jury trial Kenish Hinton disp: Guilty Plea				Area: Ypsilanti Twp.	
206398	874 WILKINSON, DAVID RONALD	Service Request Assist	528 EAST CLARK	6/17/10 2:35	10
<b>Comments:</b> 10-26869, Disp: Unfounded				Area: Ypsilanti Twp.	
206377	1094 BALLOU, DOUGLAS R	Service Requests	528 E CLARK	6/17/10 2:40	10
<b>Comments:</b> 10-26869 unfounded				Area: Ypsilanti Twp.	
206729	754 CAREK, JEFFREY D	Service Requests	CURTIS/ JOY	6/19/10 0:00	45
<b>Comments:</b> E crash report filed- Hold over by Sgt. Campbell/ Egler as: weather and ruts holding				Area: Salem Twp.	
208036	1094 BALLOU, DOUGLAS R	Service Request Assist	511 EUGENE	6/26/10 2:35	55
<b>Comments:</b> 10-20014 PER 414 ASSIST WITH MISSING PERSON				Area: Ypsilanti Twp.	

Log #	Deputy ID / Name		Date/Time:	Minutes:
208011	1745 HUGHES, DONALD ROY	Type: Service Request Assist Location: 511 EUGENE	6/26/10 21:50	20
	Comments: 611 EUGENE/ MISSING PERSONAL/ PER 414 BOI. CLARK ROAD		Area: Ypsilanti Twp.	
208036	1094 BALLOU, DOUGLAS R	Type: Service Request Assist Location: HOLMES / FORD	6/27/10 1:00	35
	Comments: 10-20607 pursuit: assist a30		Area: Ypsilanti Twp.	
208059	1763 GEBAUER, JOEL J	Type: Service Request Assist Location: 701 CAYUGA	6/27/10 2:35	325
	Comments: ASSIST TWP. UNITS SHOOTING/LARGE DISORDERLY CROWD PER 418		Area: Ypsilanti Twp.	
208036	1094 BALLOU, DOUGLAS R	Type: Service Request Assist Location: 701 CAYUGA	6/27/10 3:00	75
	Comments: 10-27029 shooting		Area: Ypsilanti Twp.	
208140	1775 FARMER, HOLLY C	Type: Service Request Assist Location: 534 BELMONT	6/27/10 18:50	10
	Comments: 534 belmont assist ypsil twp unit		Area: Ypsilanti Twp.	
208140	1775 FARMER, HOLLY C	Type: Traffic Stop Location: LEFORGE/CLARK	6/27/10 19:00	10
	Comments: leforge/clark 202 vehicle		Area: Ypsilanti Twp.	
208567	1763 GEBAUER, JOEL J	Type: Special Detail Location:	6/28/10 3:00	900
	Comments: ST. CLAIR COUNTY MUTUAL AID DIVE TEAM CALL OUT-TORNADO DAMAGED/POSSIBLE BODIES IN WATER		Area: Outside County	
208506	746 MERCURE, THOMAS DEJAND	Type: Special Detail Location:	6/28/10 3:30	870
	Comments: USRT RESPONSE---ASSIST TO ST. CLAIR COUNTY---AFTERMATH OF TORNADO---RV'S IN THE LAKE		Area: Outside County	
208425	353 HOWELL, BRIAN LEE	Type: Training Location:	6/29/10 9:00	15
	Comments: CONTACT SGT PENNINGTON REF TRAINING, CHELSEA PD ALSO.		Area: County Wide	
208425	353 HOWELL, BRIAN LEE	Type: Training Location:	6/29/10 9:35	15
	Comments: CONTACT MILAN AND SALINE		Area: County Wide	
208425	353 HOWELL, BRIAN LEE	Type: Training Location:	6/29/10 15:10	20
	Comments: LRC, WORK ON RADAR CLASS, PICK UP EQUIPMENT		Area: County Wide	
208770	1094 BALLOU, DOUGLAS R	Type: Court(Overtime) Location:	6/30/10 13:00	120
	Comments: adjourned for a week		Area: Ypsilanti Twp.	

Total Minutes: 3,620 ( 60 hours 20 minutes )

Barton Hills:	2	trips totaling	70	minutes
County Wide:	3	trips totaling	50	minutes
Outside County:	2	trips totaling	1770	minutes
Salem Twp.:	1	trips totaling	45	minutes
Ypsilanti Twp.:	20	trips totaling	1685	minutes

# MEMORANDUM

**To:** Superior Township Board  
**From:** Rick Church  
**Date:** July 19, 2010  
**Re:** Utility Department Monthly Report

- Maintenance Department personnel rebuilt, excavated and brought to grade a sanitary sewer manhole that was approximately 12" below the grounds surface and difficult to access.
- Maintenance Department personnel repaired an area of lawn between the sidewalk and curb in front of 1555 Sheffield Drive which was disturbed by excavation during a sanitary sewer riser repair.
- A water shut off was excavated and brought to grade to allow maintenance easy access to 9235 Abbey Lane in case of an emergency.
- A high pressure relief valve, located at our LeForge Booster Station, was recalibrated and placed back into service after premature discharging was noticed. Monitoring of this valve will continue and may require rebuilding if the problem continues.
- A water shut off valve was excavated and brought to grade at 1866 Ashley. This valve is used for emergency shut off to that location.
- Irrigation meters were installed at the North and East New Patient Towers of the St. Joe's Hospital complex. These meters are used to measure irrigation which is deducted from their sewer bill for credit.
- Utility Department personnel cleaned approximately 4,800 feet of sanitary sewer mains in Washington Square, including mains near Cheney School and Dawn Street using our vacor truck. This cleaning is part of our ongoing maintenance program in an effort to minimize sewer main backups.
- On July 6, 2010 we experienced a water supply loss to the Township through our LeForge Booster Station. We are happy to report that the YT-3 Superior 2<sup>nd</sup> connection located at Geddes and Ridge Road took over and mitigated any supply issues to our residents during this event. The supply disruption was due to a loss of water from Detroit to YCUA because of a valve failure.
- Work has been completed on the leaking roof at the Utility Department Maintenance Facility. Sections of the roof including the plywood sheathing were removed and replaced. Electric fans were installed for added ventilation, mitigating any possibility of overheating. No leaks were observed following the repairs.

# Zoning Report

## June 23, 2010

**Woodside Village**- The Sheriff's Department has responded to numerous complaints relating to the use of the developments tot lot parking lot for illicit activity. Sergeant Cook has suggested controlling access to the parks parking lot by use of a gate or other type of barrier. Both Lombardo Homes and the residents support this solution which I believe could be administratively approved. We are currently discussing the funding of this project with Lombardo Homes.

**St. Joseph Mercy Hospital**- The new seven story North Tower (Phase 3B) building has been issued a Certificate of Occupancy and is in full use. The Legacy Tower building is now vacant and the contractors are preparing to begin interior demolition. The northern most section of the existing hospitals single story main entry has been demolished in advance of other work to allow for installation of construction fencing.

**2490 Ridge Road**- In March, a Consent Order was signed requiring fines be paid, protective fencing to be installed, and the demolition of the (old Gill) barn on Ridge Road on or before June 30, 2010. The fine is paid and the fencing has been installed however, I have not been contacted by the owners relating to the demolition. I have asked Township Attorney Pink to contact the owner's attorney to inquire as to their intentions.

**7900 Ford Road**- The owner of this blighted property was cited in 2009 and committed to work with the Township Fire Department relating to reading the buildings for a training burn. The owner did not follow thru on these commitments and in March of 2010, a Civil Infraction Citation was issued to the owner. Since that time, the owner has renewed his commitment to prepare the buildings to burn and has made significant progress to that end. While the Township Attorney is still waiting for a hearing date in the District Court, it is our intent to obtain a Court Order requiring the buildings demolition by a date certain unless the training burn and clean up has already occurred.

**United Memorial Gardens Cemetery**- As reported last December, a building permit was issued for the completion of this project that was started years ago by the cemetery's former owner. Work at the site has progressed and I expect the two additional crypts to be completed within six to eight weeks. At that point, the security posted by the new owners can be released.

**1710 Ridge Road**- The Township Attorney has made recommendations relating to the mobile home that has been parked at this property. Civil Infraction Citations will be prepared and issued this week.

Richard Mayornik  
Building/Zoning Official



**SUPERIOR TOWNSHIP BOARD OF TRUSTEES  
WASHTENAW COUNTY, MICHIGAN  
JULY 19, 2010**

**A RESOLUTION RECOGNIZING  
DONALD STAEBLER  
FOR HIS CONTRIBUTIONS TO SUPERIOR TOWNSHIP**

**WHEREAS**, Donald Staebler has lived nearly his entire life on the property known by him and his family as "Crick-in-th'-Back Farm," in Superior Township, Washtenaw County, Michigan; and

**WHEREAS**, during his life at Crick-in-th'-Back Farm, Donald Staebler witnessed the transition of the original farmstead to a modern farm with the development and introduction of electricity, refrigeration, mechanized farming implements and indoor plumbing; and

**WHEREAS**, through his stewardship, Donald Staebler has helped to preserve Superior Townships agricultural heritage, maintaining the farm and farm buildings, many of which are over 100 years old; and

**WHEREAS**, in order to ensure the preservation of Crick-in-th'Back Farm and the historical heritage it represents, Donald Staebler partnered with the Washtenaw County Parks and Recreation Commission to establish a county park at Staebler Farm; and

**WHEREAS**, Donald Staebler, served Superior Township as a Planning Commissioner, and as a member of the Zoning Board of Appeals and the Wetlands Board; and

**WHEREAS**, Donald Staebler, also served as an instructor for the Henry Ford Trade School, training G.I.'s on B-24 aircraft maintenance at the Willow Run Bomber Plant during World War II; and

**WHEREAS**, Donald Staebler, donated many items from his service as an instructor to the collections of the Yankee Air Museum, helping to ensure the story of the contributions of Washtenaw County to the war effort was preserved; and

**NOW THEREFORE BE IT RESOLVED** the Superior Township Board of Trustees expresses its gratitude for the many contributions Donald Staebler has made to his community.

**BE IT FURTHER RESOLVED** the Superior Township Board of Trustees extends it congratulations to Donald Staebler on the occasion of his 100<sup>th</sup> birthday, August 18, 2010.

OFFICE OF  
**WILLIAM McFARLANE**  
SUPERVISOR

TOWNSHIP HALL  
3000 NOBEL PROSPECT STREET  
COR. PROSPECT & CHERRY HILL RDS.  
YPSILANTI, MICHIGAN 48198  
TELEPHONE: (734) 462-6009  
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**CHARTER TOWNSHIP OF SUPERIOR**  
WASHTENAW COUNTY, MICHIGAN

July 14, 2010

Mr. Roy Townsend  
Washtenaw County Road Commission  
555 N. Zeeb Rd  
Ann Arbor, Michigan 48103

**RE: Prospect Pointe East – Roadway System Completion**

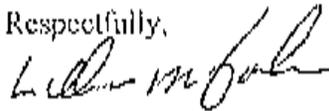
Dear Mr. Townsend:

I received a copy of the correspondence you sent to Mr. John DePorre dated July 9, 2010 regarding completion of the roadway system for the Prospect Point East Condominium project. Superior Township is concerned that completing the roads with so few homes constructed will result in damage to the roads when the homes are finally built. This will add a future expense to the Township.

Therefore, we request that you continue to maintain an adequate bond and require roadway completion based on future home construction. Additionally, placing barricades on the streets that have no current homes will prevent the unlawful conduct that has been occurring such as dumping, littering and vehicles using the area in for unsightly conduct.

Your attention on this matter would be greatly appreciated.

Respectfully,



William McFarlane

John DePorre, Diversified Property Group, LLC  
Rhett Gronovelt, P.E. / OHM  
David Phillips, Clerk Superior Township  
Matt MacDonell, P.E. / WCRC Permits.

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION TO ADOPT  
SUPERIOR TOWNSHIP MASTER PLAN:  
A GROWTH MANAGEMENT PLAN – 2010 UPDATE  
JULY 19, 2010**

**WHEREAS**, in January 2009, the Superior Township Board of Trustees initiated a process through the Superior Township Planning Commission to update the adopted Growth Management Plan as a new Township “Master Plan” for the future development of the Township in accordance with the requirements of the Michigan Planning Enabling Act (“the Act”), which is Public Act 33 of 2008 as amended; and

**WHEREAS**, the Planning Commission reviewed the 2004 Growth Management Plan, identified priorities for improvement, and completed preparation of the *Superior Township Master Plan: A Growth Management Plan – 2010 Update* for consideration; and

**WHEREAS**, this Master Plan is intended to be the plan as provided for in the Act, and incorporated in to this Master Plan is the zoning plan referred to in the Michigan Zoning Enabling Act (Public Act 110 of 2006, as amended) as the basis for the Township’s Zoning Ordinance; and

**WHEREAS**, the purposes of this Master Plan are to promote public health, safety and general welfare; to encourage the use of resources in accordance with their character and adaptability; to preserve the rural and agricultural character of the Township; to provide for planned orderly land use and development; to avoid the overcrowding of land by buildings or people; to lessen congestion on public roads and streets; to ensure that land uses will be situated in appropriate locations and relationships; and to meet the needs of residents for food, fiber and other natural resources, places of residence, recreation, industry, trade, service and other uses of land; and

**WHEREAS**, on May 26, 2010, the Planning Commission held a public hearing on the Master Plan after publishing a notice about the hearing and making copies of the Master Plan available for review by the public, and distributing the notice and plan to all required governmental entities; and

**WHEREAS**, on May 26, 2010, the Planning Commission adopted the new Master Plan, and referred the Plan to the Township Board for consideration and final approval in accordance with Section 43(3) of the MPEA and the adopted Township Board resolution asserting the right to approve or reject the Plan; and

**WHEREAS**, on June 21, 2010, the Township Board referred the Plan back to the Planning Commission for minor revisions after which it was adopted by the Planning Commission on June 23, 2010 and referred to the Township Board for final approval.

**NOW, THEREFORE, BE IT RESOLVED** that the Superior Charter Township Board of Trustees, in accordance with the Michigan Planning Enabling Act, hereby adopts the *Superior Township Master Plan: A Growth Management Plan -2010 Update* as the Master Plan for the

future development of the Township and as the basis for the Township's Zoning Ordinance, and directs that copies of the adopted Master Plan be forwarded to Washtenaw County, all local units of government contiguous to the Township and other entities as required by Section 43 (5) of the MPEA.

**BE IT FURTHER RESOLVED** that the Township Board hereby expresses its appreciation to the members of the Superior Township Planning Commission for their commitment to the Master Planning process and for their thorough and well-considered revisions.

## **MASTER PLAN UPDATE SUPERIOR CHARTER TOWNSHIP, MICHIGAN**

**To:** Superior Charter Township Board of Trustees  
**From:** Donald N. Pennington  
Rodney C. Nanney, AICP  
**Date:** June 28, 2010

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On June 23, 2010, the Planning Commission reviewed the additional changes to chapters 5 and 9 of the proposed Master Plan, as requested by the Township Board. The Commission adopted the Master Plan with additional changes as shown in ~~strikethrough~~/underline text in the attached replacement pages. The Commission then recommended the revised Plan back to the Township Board for final approval with these changes.

The following is a summary of the Plan changes:

### **Chapter 4 – Major Issues**

Revised the table header and added a footnote to table 4-1 that a new approval would be required for all expired final site plans.

### **Chapter 5 – Vision, Goals, Objectives, and Policies**

Inserted "neighborhood" commercial into language for mixed residential-commercial Planned Community developments only on page 5-39; and revised the policy statement regarding the need for moderate to heavy industrial land uses in the Township to be consistent with similar policy language addressing the need for general and highway commercial uses and large shopping centers.

### **Chapter 7 – Zoning Plan**

Revised the recommendation for administrative approval of new signs in the MS District to exclude new building-mounted signs.

### **Chapter 9 – Dixboro Area Plan Amendment**

Updated photo 9-1 to show the entire Dixboro Area consistent with the text; corrected typos and numbering in the "Street Policies" section; and updated the text to clarify where various recommended improvements apply along Cherry Hill/Gale Roads.

more than 900 building permits for new home construction were approved, which represents an increase of more than three hundred (300%) over the preceding six (6) year period. In addition, numerous Planned Community (PC) Area Plans, condominium subdivision plans, and plats were approved for new residential development during this period.

The current (2009) inventory of approved and/or building permit-ready single-family and attached residential units in the Urban Service Area is detailed in Table 4-1. The amount of un-built units far exceeds the current absorption rate for new home development in the Township. Several developments have indicated to the Township that future phases will be “mothballed” indefinitely. Others are in foreclosure or already bank-owned.

**Table 4-1. Inventory of Approved but Remaining Un-built Residential Units (2009)**

Stalled Developments	Residential Units		
	Units Approved	Units Constructed	Remaining Inventory of Un-built Units
Approved Planned Community (PC) District Area Plans	220	0	220
Expired Final Site Plans*	791	0	791
Approved Final Site Plans - Projects Not Started	33	0	33
Incomplete (Building Permit-Ready) Projects	1206	284	922
<b>TOTAL:</b>	<b>2,250 units</b>	<b>284 units</b>	<b>1,966 units</b>

\* Previously approved final site plans that have expired are subject to a new Planning Commission approval prior to the start of construction.

Source: Superior Charter Township

This oversupply of single-family lots leaves the Township with several challenges to address during this planning period, including:

- (1) Partially completed or incomplete paving, landscaping, utilities, and other improvements associated with the development;
- (2) Abatement of construction debris and other unsecured construction site hazards;
- (3) Long-term mowing and basic site maintenance and security;
- (4) Developer foreclosures, ownership changes, relationship with existing residents of the development, and questions about responsibilities of homeowners' and condominium owners' associations; and
- (5) The potential need to consider alternative development proposals and other land use options for the site.

## H. Urban Housing

**Definition:** Housing at a density greater than one dwelling unit per acre, including single-family, multi-family, modular housing, and manufactured housing in platted subdivisions, planned community developments, planned manufactured housing communities, site condominiums, or traditional neighborhood developments, and having public water and sewer, paved roads with curbs and gutters, and street lights, as required.

**Policies:**

1. A variety of urban housing types shall be encouraged.
2. A pattern of strong, cohesive single-family neighborhoods and multi-family housing developments should be established.
3. Development of traditional neighborhoods that include a mix of housing types and densities, and planned community developments, which may include pedestrian-scaled institutional, office, or neighborhood commercial uses, and open space. The zoning should:
  - a. permit clustering that maintains overall site density in order to provide permanent open space for recreational or environmental conservation use;
  - b. require comprehensive pedestrian circulation systems;
  - c. require organization of residential development around focal points such as open spaces or village greens;
  - d. require open space buffers from adjacent suburban, rural, or agricultural land uses and along roads; and
  - e. specify the density permitted by zone and specify the amount of open space required per acre.
4. Parking areas shall be located, designed, and landscaped to minimize the visual impact, with preference given to placement at the side or rear of the site.
5. All public streetlights and lighted signs shall be downshielded and all private yardlights shall be encouraged to be downshielded or movement- or sound-activated in order to preserve the night sky.

## III. OBJECTIVE: SUPERIOR GROWTH MANAGEMENT

Land uses best suited to the land and existing conditions, at a rate of growth that:

- can be financially absorbed by the Township government;
- restricts the potential for an urban sprawl development pattern;

**C. Light Industrial**

**Definition:** Light manufacturing and non-manufacturing industrial operations that:

1. emit a minimum of noise, vibration, smoke, dust, dirt, gasses, offensive odors, glare, or radiation;
2. do not involve substantial storage or handling of explosive or highly flammable gases or liquids as regulated by the Zoning Ordinance;
3. do not involve significant use, storage or handling of radioactive materials or biohazards; and
4. do not store materials, supplies, products, equipment, or refuse outdoors.

**Policy:** The location of light industrial uses within the Township is permitted within the Planned Manufacturing zone. Such uses shall not create hazards for the environment or adverse impacts on existing or proposed residential or agricultural uses or roads.

**D. Moderate and Heavy Industrial**

**Definition:** Manufacturing and non-manufacturing industrial activities that may:

1. emit (within prescribed limits) noise, vibration, smoke, dust, dirt, gases, offensive odors, glare, or radiation;
2. involve storage or handling of explosive or highly flammable gases or liquid; and/or
3. store materials, supplies, products, equipment, and refuse outdoors.

**Policy:** The regional demand for industrial land over the next five years can be met by existing industrial parks and vacant land planned or zoned for such uses in adjoining communities. At the present time there is no demonstrated need for any moderate or heavy industrial uses within the Township. It is not sound regional planning policy to create an oversupply of available sites within the region suitable for moderate or heavy industrial development.

The location of moderate or heavy industrial uses within the Township ~~is not~~ shall only be permitted ~~as after~~ determinations by the Planning Commission that there is ~~no a~~ demonstrated need for such uses within the Township, and that there is inadequate road, utility, and other necessary infrastructure to support such uses, and the adjoining jurisdictions adequately provide for such uses.

This issue should be re-examined at least every five (5) years as part of the Plan review required by the Michigan Planning Enabling Act, and this policy adjusted if necessary.

**E. Commercial Support Services**

**Definition:** Support services, including retail food and convenience services, to meet the needs of businesses and employees of employment centers.

**Policy:** Self-sufficiency of employment centers shall be encouraged by permitting the provision of commercial support services, including retail food and convenience services, within employment centers to meet the needs of employment center businesses and employees. These support services shall not be intended or designed to serve the general public. Employment centers should be largely self-contained to reduce development pressures on the surrounding lands and roads leading to the centers. Such uses shall not create hazards for the Township's environment or adverse impacts on existing or proposed residential or agricultural uses.

**F. Mixed Use Employment Center**

**Definition:** A combination of compatible office, high technology research, light industrial, and/or commercial support service uses.

**Policy:** The development of mixed-use employment centers may be permitted within employment centers planned to function as cohesive units under Planned Community or Planned Manufacturing zoning. Such uses shall not create hazards for the Township's environment or adverse impacts on existing or proposed residential or agricultural uses or roads.

**G. St. Joseph Mercy Health System ("SJMHS")**

**Definition:** The SJMHS area is defined for the purpose of this Plan as the SJMHS site south and west of the Huron River.

**Policies:**

1. The SJMHS area is intended to continue to develop as a regional center with subcenters of complementary activities surrounding the main core. High density residential uses may be permitted in this area to take advantage of the proximity of jobs, public transportation on Huron River

7. Add provisions requiring developments within the Urban Service Area to accommodate existing or future public bus transit service.
8. Establish standards for the design and construction of all new sidewalks and trails, and require every new development to provide sidewalks or approved trails that link to abutting properties.
9. Consider revising language to clarify that urban residential development subject to site plan review shall provide a minimum amount of dedicated active or passive recreation land and/or facilities for use by residents.

**Land Use:**

10. Consider amending the commercial zoning districts to allow for integration of a “mixed-use” development of commercial, office, and residential land uses where the proposed plan provides the necessary amenities to create a viable pedestrian environment while minimizing conflicts between land uses.
11. Consider expanding the accessory dwelling provisions to allow an integrated accessory dwelling unit as part of a single-family home, subject to specific conditions and limitations.
12. Require all public school buildings and facilities, as well as all other public buildings and facilities, to be subject to the Township Zoning Ordinance and site plan review if statutory or case law changes to permit such regulation.

**Other:**

13. Revise lot frontage requirements to permit limited use of shared driveways, and to prevent the creation of corner lots at the end of new private drives.
14. Add an exception process for the Zoning Board of Appeals to allow for location of accessory structures in front yards outside of the Urban Service Area, where the dwelling is set far back from the road.
15. Revise the temporary sales and display provisions to allow for administrative approval of such uses by the Zoning Inspector.
16. Revise the sign requirements for the Medical Services (MS) District to allow for administrative approval of new, non building-mounted signage by the Zoning Inspector, where the proposed sign is in full compliance with the area, height, illumination, setback, and other applicable sign standards.

## Chapter 9 DIXBORO AREA PLAN AMENDMENT

Dixboro Area Development Policy  
Amendment to the Master Plan  
Superior Charter Township

### INTRODUCTION

#### **Planning Area**

The plan amendment covers the Dixboro community, which is delineated by the M14 freeway on the north, Voorhies Road on the east, Dixboro Road on the west and south of Ford Road, Fleming Creek and Fleming Creek impoundment, east of Cherry Hill and Gale Roads and including the western 1/2 of Section 17, portions of the eastern 1/2 of Section 18, the north-east 1/4 of Section 19 and the north-west 1/4 of Section 20. The area is designated as the Dixboro & Fleming Creek Sub-Area for detailed policies on Map 6.1 (Superior Township Sub-areas) of the Master Plan.



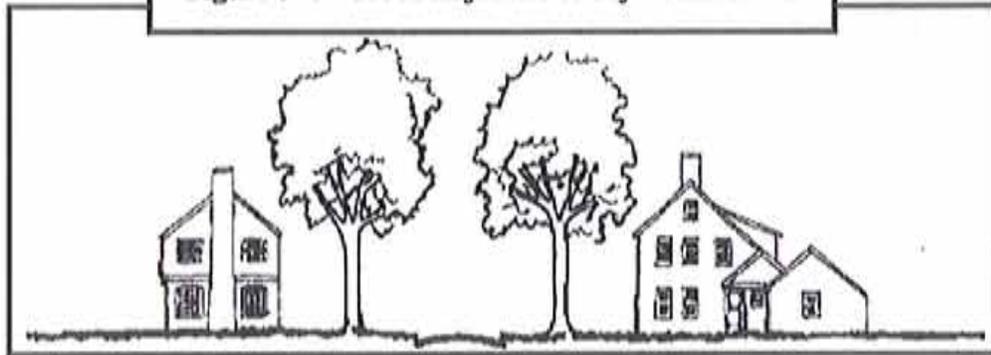
Photo 9-1: Dixboro Planning Area

#### **History of the Dixboro Area Plan**

The first Dixboro area amendment was part of the General Development Plan adopted in 1982. This area plan was adopted by reference in the Township's 1992 Growth Management Plan (GMP). In 1993 an amendment to the Growth Management Plan was adopted described as the "The Cherry Hill Road/Gale Road/Fleming Creek Impoundment Area." These amendments were referenced and adopted as refinements of the policies of the 1992 GMP as they applied to the Dixboro and Fleming Creek areas.

The 1992 Growth Management Plan was revised in 2004. As part of this process, the two area plans referenced above were combined into a single comprehensive Dixboro Area Plan Amendment.

Figure 9-4 – Trees Adjacent to Plymouth Road



3. **Provide Roadway Curbing Along Plymouth Road, and Cherry Hill/~~Gale-Roads~~ Road north of Fleming Creek.**
  - Provides greater separation of roadway and adjacent parcels and land uses.
  - Provides for delineated areas of vehicle parking.
  - Physically separates roadway from non-roadway areas and activities.
  
4. **Provide Sidewalks Adjacent to Plymouth Road, and a Paved Bicycle/Non-Motorized Pathway Adjacent to Cherry Hill/~~Gale-Roads~~ Road from Plymouth Road south to the Humane Society of Huron Valley facility and the Cherry Hill Nature Preserve.**
  - Would allow greater pedestrian access to adjacent land uses.
  - Would provide structured pedestrian access corridors.
  - Would provide safer pedestrian travel and access to land uses and activities.
  - Would provide continuity structure and focus pedestrians along roadway corridors.
  - Could link to other pedestrian access points adjacent to the central community.
  - Would visually create a sense of community.
  - Would create greater opportunities for casual socializing within the Community.
  - Would provide a sense of Community.
  
5. **Allow Parallel Vehicle Parking Adjacent to Plymouth Road, and Cherry Hill/~~Gale-Roads~~ Road north of Fleming Creek.**

- Would provide parking for adjacent establishments.
  - Would serve to slow traffic through the Dixboro Community.
  - Would add to the visual character of a centralized community.
  - Would provide physical separation from vehicle traffic and pedestrians on sidewalks.
  - Would enhance feeling of safety for pedestrians on sidewalks.
  - Would serve to slow traffic traveling through the Dixboro Community.
- 6. Establish a Tree Planting Program Adjacent to Plymouth Road (between Voorhies and Dixboro Roads) and ~~Gale~~ Cherry Hill Road north of the ~~Cherry Hill/Gale Roads~~ Cherry Hill/Gale Roads Intersection.**
- Would establish continuing visual character of the transportation corridors of the Dixboro Community.
  - Would provide a focused community atmosphere.
  - Would provide physical and visual separation from establishments adjacent to roadways and vehicles traveling on roadways.
  - Would enhance roadway and pedestrian access points to Plymouth Road.
  - Would begin to create additional distinguishing features within the community.
  - Deciduous shade trees would be planted in a linear fashion along these roadways
- 7. Consider low profile picket fences or hedges for separation of residential areas along Plymouth Road**
- Would provide physical separation of residential areas from pedestrian sidewalks and on street parking.
  - Could focus entrances to specific sites or buildings.
- 8. Consider Street Lights along Plymouth Road, and ~~Cherry Hill/Gale-Roads~~ Cherry Hill/Gale Roads Road north of Fleming Creek.**
- Lighting would be designed to accent or highlight prominent architectural and/or natural features and be intended to enhance nighttime aesthetics, pedestrian movement, and other Community activities.
  - Would provide visual mood along roadways.

- Would contribute to predetermined physical character of the area.

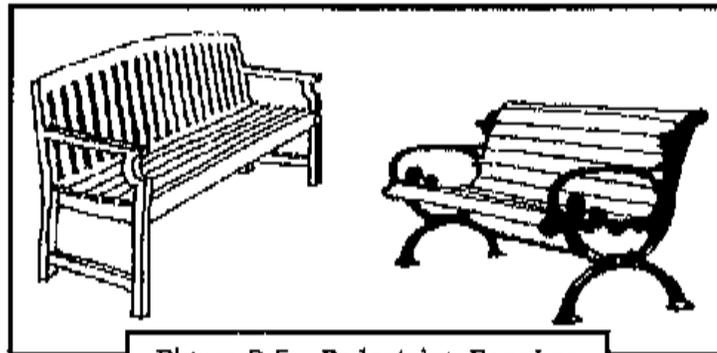


Figure 9-5 - Pedestrian Benches

**9 Provide Benches Adjacent to Sidewalks Within Commercial Portions of Community.**

- Civic-orientated structures would be clustered to encourage civic involvement and could be coordinated with outdoor dining facilities.

**10. Provide selective vegetative planting areas within open space areas and adjacent to public areas with access to pedestrian walkways.**

- Would provide Community gathering locations for various activities that could take place within the Community.

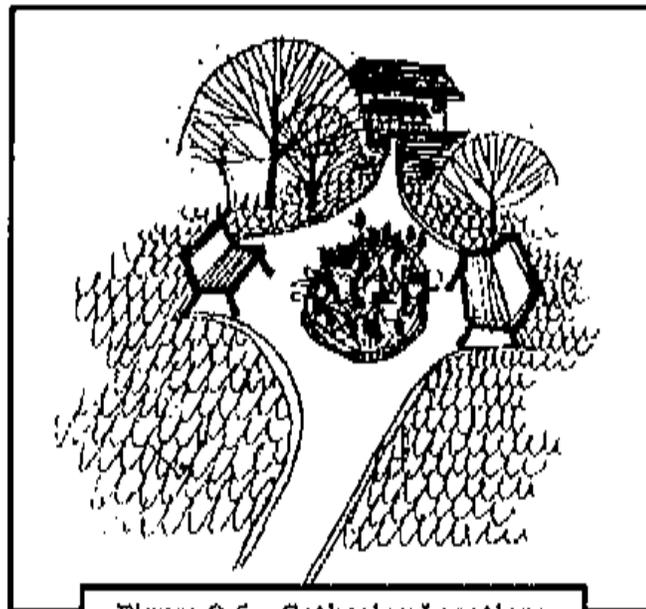


Figure 9-6 - Gathering Locations

**K11. Consider Vehicle Traffic signal at the Plymouth Road/ and Cherry Hill/Gale Roads Road intersection.**

- Would reduce traffic speed through Dixboro Community.
- Would allow pedestrian crossing of Plymouth Road at a control point resulting in safer pedestrian access to land uses north and south of Plymouth Road.

**L12. Consider Traffic Island at Designated Point on Plymouth Road within the Dixboro Community.**

- Could provide focus point within the Community of Dixboro.
- Would reduce traffic speed through the Community of Dixboro.

**M13. Consider Roundabout at Designated Point on Plymouth Road within the Dixboro Community.**

- Could provide focus point within the Community of Dixboro.
- Would reduce traffic speed through the Community of Dixboro.

**N14. Consider Small Scale Community Parking Lots.**

- Would provide central location for parking within Community.
- Could be connected to Community-wide pedestrian path system.

**O15. Community Character Incorporating Visual and Physical Techniques Along Plymouth Road.**

- The incorporation of traffic-calming and other physical treatments along Plymouth Road can be designed to enhance the safety, visual ~~prospective~~-perspective, and character of the Dixboro Community.
- Looking west along the southern side of Plymouth Road at the intersection with Cherry Hill/Gale Road and along the frontage of the Dixboro Store.

Figure 9-7 – Plymouth Road Character



**P16. New Development can add to the Character of the Community.**

- When vacant parcels are developed, additional physical features can be added along the roadway including vegetative planters, pedestrian benches, sidewalks, streetlights, etc.

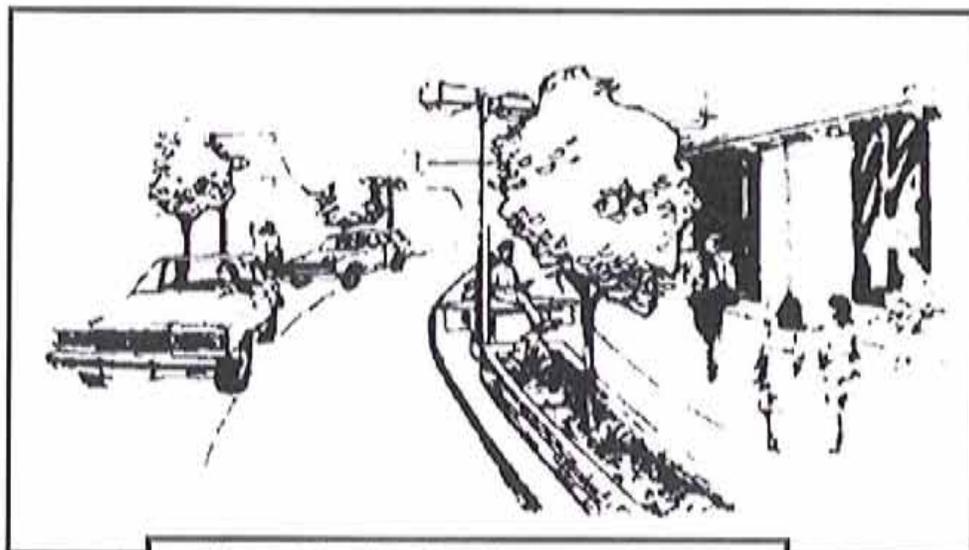
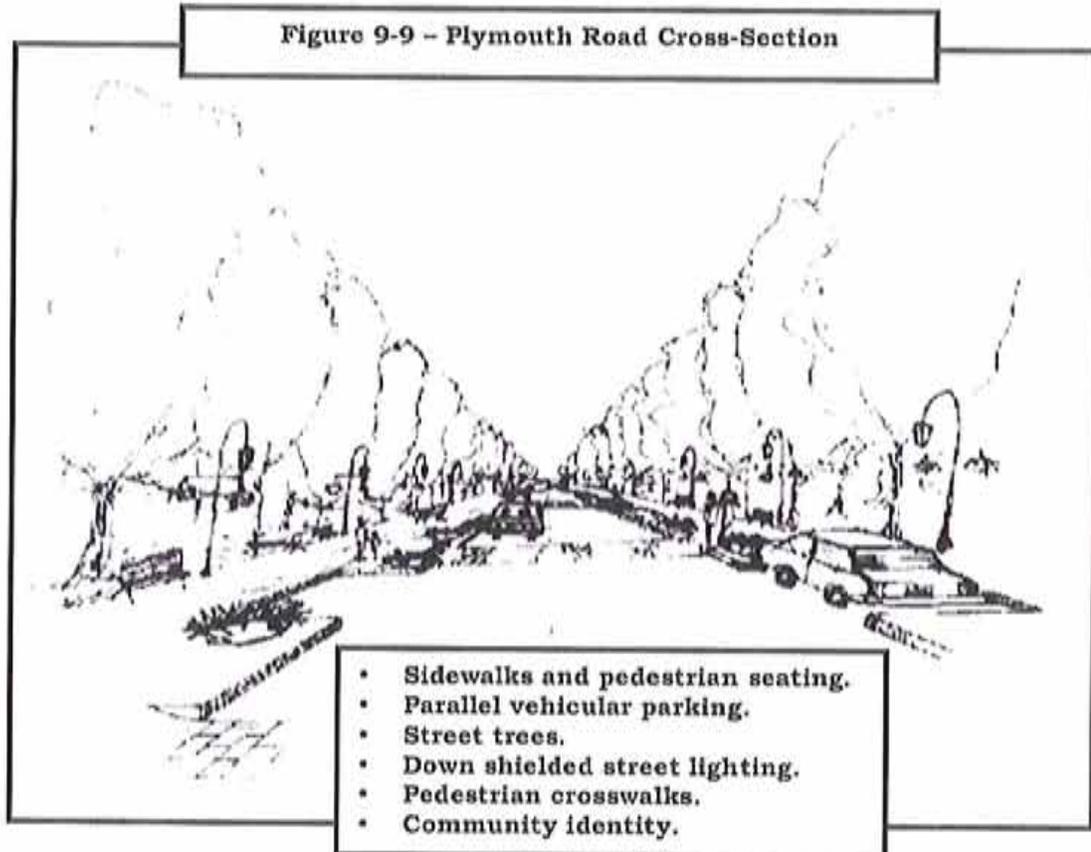


Figure 9-9 – New Development Character

**Q17.A Rendering of an example of the Future Dixboro Community Looking East Along Plymouth Road from Dixboro Road.**



**Cherry Hill /Gale Road**

The Cherry Hill Road/Plymouth Road intersection presents difficulty for the Dixboro Community because of the proximity of buildings to the road and the fact that the intersection is located in the center of the community. As residential development occurs south and east of the community, traffic flow through this intersection will increase substantially, and the problem will become progressively worse.

Similar traffic-calming methods and community character enhancements should be incorporated along Cherry Hill/Gale Road, between Plymouth Road and Fleming Creek.

South of Fleming Creek, as Cherry Hill/Gale Road becomes more rural, pedestrian walkways should continue through Glenborough to the Cherry Hill Nature Preserve, to the east of the Glenborough residential development. An example of this treatment is shown below.

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**ORDINANCE NO. 174-04**

[An ordinance to amend the Superior Charter Township Zoning Ordinance No. 174 by authority of the Public Act 110 of 2006 (being MCL 125.3101 et. seq., as amended), by amending:

1. Section 1.14C (Public Hearing Procedures) to create an exception from the requirement for a posting of a public hearing sign for any request to the Zoning Board of Appeals appealing the dimensional standards for a single-family dwelling;
2. Section 16.02A (Classification of Nonconformities) to correct typographical errors in two (2) section references;
3. Section 16.05 (Nonconforming Single-Family Detached Dwellings) to require nonconforming accessory structures to meet the same standard for expansion as nonconforming dwellings by adding references to "customary accessory structures" in subsection "2";
4. Section 16.08 (Nonconforming Structures) to correct a typographical error by changing a reference in the first paragraph from "use" to "structure";
5. Sections 5.304.2., 5.501C., 5.502.4., 5.601E., 5.603B.3., and 5.603B.8. to clarify separation distance measurement requirements;
6. Section 14.04 (Design Review) to revise the geographic area and scope of authority for the Dixboro Design Review Board; and
7. Section 17.03 (Definitions) to add new definitions for "Bulk Feed and Farm Supply Stores" and "Farm Implements."]

**SUPERIOR CHARTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, HEREBY ORDAINS:**

**ARTICLE 1  
ADMINISTRATION AND ENFORCEMENT**

[DELETE and REPLACE the first paragraph of subsection "C" to add an exception from the requirement for a posting of a public hearing sign for any request to the Zoning Board of Appeals appealing the dimensional standards for a single-family dwelling, as follows]

**Section 1.14 Public Hearing Procedures.**

**C. Posting of Signage.**

The applicant(s) or owner(s) of the property subject to the application submitted by an owner or person acting on behalf of a property owner of the Township shall post public notice signage for any proposed conditional use permit application per Article 11.0 (Conditional Uses) or any rezoning application per Article 18.0 (Amendments) in accordance with the following standards. Such signage shall also be required for any variance request per Article 13.0 (Zoning Board of Appeals), except an appeal of dimensional standards for a single-family detached dwelling:

## **ARTICLE 5 USE STANDARDS**

[DELETE and REPLACE the text of subsection "2" to clarify separation distance measurement requirements, as follows]

### **Section 5.304 Day Care and Large Group Home Facilities.**

The following regulations shall apply to group day care homes, day care centers, and adult foster care large group homes, except licensed group day-care homes that lawfully operated before March 30, 1989:

1. In accordance with applicable state laws, such facilities shall be registered with or licensed by the State of Michigan.
2. Group day care homes shall be located a minimum of 1,500 feet from the lot boundaries for any of the following facilities, as measured along public or private road rights-of-way between the nearest boundaries of the group day care home lot and the facility lot. The subsequent establishment of any of the facilities listed in this subsection shall not affect any approved Conditional Use Permit for a group day-care home:
  - a. Another licensed group day-care home.
  - b. A adult foster care small group home or large group home.
  - c. A facility offering substance abuse treatment and rehabilitation service to seven (7) or more people as licensed under the State public health code.
  - d. A community correction center, resident home, halfway house, or other similar facility that houses an inmate population under the jurisdiction of the Michigan Department of Corrections.

[DELETE and REPLACE the text of subsection "C" to clarify separation distance measurement requirements, as follows]

### **Section 5.501 Intensive Industrial Operations.**

Intensive industrial operations shall be subject to the following:

#### **C. Development Standards.**

Intensive Industrial operations shall not be located within 500 feet of the boundary of any Rural Residential or Urban Residential Districts, or Planned Community (PC) special district incorporating RESIDENTIAL USES.

1. This separation distance shall be measured by a straight line along the shortest distance between the zoning district or lot boundary and the boundary of the subject lot for the intensive industrial operation.

2. In accordance with Section 7.003 (Regulatory Flexibility) the Planning Commission may recommend and the Township may authorize measurement of this separation distance to the near edge of the operation's development area within a larger parcel. The planned uses and/or method of open space preservation for land within the required separation distance shall be shown on the Planned Manufacturing (PM) district Area Plan for the project.
3. Such uses shall be screened from all road rights-of-way and abutting uses in accordance with Section 14.10D (Methods of Screening).

[DELETE and REPLACE the text of subsection "4" to clarify separation distance measurement requirements, as follows]

**Section 5.502 Material Recovery Facilities and Outdoor Storage, Dismantling or Recycling of Motor or Recreational Vehicles, Boats, Machinery, Manufactured Houses or Similar Items.**

Material recovery facilities, junkyards, salvage yards, and similar outdoor vehicle storage, dismantling or recycling facilities shall conform to all applicable federal, state, county, and local laws and regulations and to the following requirements:

4. The facility, when established and located within 500 feet of the boundary of any Rural Residential or Urban Residential Districts, Planned Community (PC) special district incorporating RESIDENTIAL USES, or boundary of a lot occupied by existing RESIDENTIAL USES, as measured by a straight line along the shortest distance between the zoning district or lot boundary and the boundary of the subject lot for the facility, shall not be open for business and shall not be operated at any time other than between the hours of 8:00 a.m. and 6:00 p.m. on weekdays, and between 8:00 a.m. and 12:00 noon on Saturday and Sunday.

[DELETE and REPLACE the text of subsection "E.1." to clarify separation distance measurement requirements, as follows]

**Section 5.601 Composting Centers.**

Composting centers and support facilities shall be subject to the following:

**E. Screening and Separation Standards.**

To ensure proper buffering of the composting facility from nearby land uses that may be adversely affected by the facility, the following requirements shall apply:

1. No composting facility shall be constructed or expanded within 500 feet of the boundary of any Rural Residential or Urban Residential Districts, or Planned Community (PC) special district Incorporating RESIDENTIAL USES, as measured by a straight line along the shortest distance between the zoning district boundary and the boundary of the subject lot for the facility.

2. The site shall be screened from all road rights-of-way and abutting uses in accordance with Section 14.10D (Methods of Screening).

[DELETE and REPLACE the text of subsections "B.3." and "B.8." to clarify separation distance measurement requirements, as follows]

### **Section 5.603 Extractive and Earth Removal Operations.**

#### **B. General Requirements.**

In addition to other requirements set forth in this Ordinance, the removal of soil, including top soil, sand, gravel, stone, and other earth materials shall conform to all applicable federal, state, county, and local laws and regulations, and to the following requirements:

3. No digging, stockpiling, excavating, or equipment storage and/or repairs shall take place closer than 100 feet from any lot line, and 300 feet from the boundary of any Rural Residential or Urban Residential Districts, and any Planned Community (PC) Special District incorporating RESIDENTIAL USES. Stockpiles of stripped topsoil shall be seeded with grass or similar plant materials approved by the Planning Commission to prevent erosion onto other properties.
8. All fixed equipment and machinery shall be located at least 100 feet from any lot line and 500 feet from the boundary of any Rural Residential or Urban Residential Districts, and any Planned Community (PC) Special District incorporating RESIDENTIAL USES. If the zoning classification of any land within 500 feet of such equipment or machinery shall be changed to a residential classification or to a PC Special District incorporating RESIDENTIAL USES subsequent to the operation of such equipment or machinery, the operation of such equipment or machinery may continue but may not expand in intensity of use and in no case shall be less than 100 feet from any lot line adjacent to such zoning district.

## **ARTICLE 14 SPECIAL DEVELOPMENT REGULATIONS**

[DELETE and REPLACE the text of subsection "A" to revise the geographic area and scope of authority for the Dixboro Design Review Board, as follows]

### **Section 14.04 Design Review.**

#### **A. Scope.**

The scope of design review under this Section for development and building projects in the Dixboro community, as defined in the adopted Growth Management Plan, shall be in accordance with the following:

1. Such reviews shall be limited to sites which are located in a VC (Village Center) or NSC (Neighborhood Shopping Center) zoning district within the Dixboro community, or that abut any of the following road rights-of-way:

- a. Plymouth Road between Old Ford Road/Tanglewood Drive and Dixboro Road;
  - b. Church Street;
  - c. Short Street;
  - d. Cherry Hill Road south from Plymouth Road to Fleming Creek; and
  - e. Dixboro Road south from Church Street to the Ann Arbor Charter Township boundary.
2. The Dixboro Design Review Board shall have responsibility for reviewing and making advisory recommendations to the Planning Commission on minor or preliminary site plan, preliminary condominium site plan, conditional use permit, and special district area plan applications, prior to Planning Commission action, consistent with this Section and the adopted Design Guidelines for the Historic Village of Dixboro.
  3. The Dixboro Design Review Board shall also have responsibility for reviewing and making advisory recommendations to the Zoning Inspector on applications for approval of new single-family dwellings, consistent with this Section and the adopted Design Guidelines for the Historic Village of Dixboro.
  4. The Zoning Inspector shall have responsibility for reviewing applications for administrative site plan approval per Section 10.02C (Administrative Approval) and certificates of zoning compliance per Section 1.07 (Certificates of Zoning Compliance). The Zoning Inspector shall make available relevant section(s) of the adopted Design Guidelines for the Historic Village of Dixboro to the applicant, and shall make recommendations on the application to encourage consistency with these guidelines.
  5. Any person may meet with the Dixboro Design Review Board during a regularly scheduled meeting without charge to seek input from the Board regarding a proposed development or building project in the Dixboro community. The fee for a special Board meeting shall be as provided for in the Township's adopted fee schedule.

## **ARTICLE 16 NONCONFORMITIES**

[DELETE and REPLACE the text of subsections "A.3" and "A.4." to correct section references, as follows]

### **Section 16.02 Scope.**

#### **A. Classification of Nonconformities.**

Nonconformities shall be classified in one of the following categories:

1. Nonconforming single-family detached dwellings (Section 16.05);
2. Nonconforming lots of record; (Section 16.06);
3. Nonconforming uses; (Section 16.07);
4. Nonconforming structures; (Section 16.08);

[DELETE and REPLACE the text of subsection "2" to require nonconforming accessory structures to meet the same standard for expansion as nonconforming dwellings, as follows]

### **Section 16.05 Nonconforming Single-Family Detached Dwellings.**

Nonconforming single-family detached dwellings and customary accessory structures shall be exempt from the provisions of this Article that would otherwise apply to existing, lawfully established single-family detached residential uses located in non-residential zoning districts; or to existing, lawfully established single-family detached dwellings or customary accessory structures that do not conform to the applicable dimensional standards of this Ordinance. Such dwellings and accessory structures may be used, repaired, expanded, altered, or replaced if destroyed, subject to the following:

1. **Dwelling as a nonconforming use.** An existing, lawfully established single-family dwelling and customary accessory structures located in a non-residential zoning district may be repaired, altered, or replaced if destroyed, provided that:
  - a. Such work shall conform to all applicable standards of this Ordinance as if the property and use were located in the single-family residential zoning district (R-1, R-2, R-3, or R-4) most similar in terms of the minimum lot width and area requirements to the size of the subject lot.
  - b. The use, dwelling, and accessory structures shall be maintained in conformance with all other applicable federal, state, and local laws, ordinances, regulations and rules.
2. **Dwelling as a nonconforming structure.** Where an existing, lawfully established single-family dwelling or customary accessory structure is nonconforming structure with respect to the dimensional requirements of this Ordinance, the following standards shall apply:
  - a. Structural changes and alterations to a nonconforming single-family dwelling or customary accessory structure that decrease or do not affect the degree of nonconformity shall be permitted. Such structures may be expanded, provided that:
    - (1) The addition shall conform to the dimensional standards and other requirements of the zoning district in which it is located.

- (2) The expanded structure shall not exceed the ground floor coverage and floor area ratio limits of the district in which it are located.
- b. All repairs and maintenance shall conform to the State Construction Code and all other applicable code requirements. A damaged structure shall be adequately secured, and shall be protected against further damage from the elements.
- c. A nonconforming single-family dwelling and customary accessory structures may be reconstructed or replaced if destroyed, provided that:
  - (1) Any replacement structure shall conform to the dimensional standards of the zoning district where it is located, except where, in the determination of the Zoning Inspector, existing site conditions would prevent reasonable conformance. In such cases, the dwelling or customary accessory structure may be reconstructed on the existing location.
  - (2) Application for a building permit for reconstruction or replacement of a destroyed structure shall be made within 365 calendar days of the date of such damage, and all work shall be completed within the building permit approval period. Where pending insurance claims require an extension of time, the Zoning Inspector may grant one (1) extension of up to 365 calendar days, provided that the property owner submits a certification from the insurance company attesting to the delay.
  - (3) A nonconforming structure that is moved within a lot or to another lot shall thereafter conform to the regulations of the district in which it is located.
- d. If a nonconforming dwelling or customary accessory structure becomes physically unsafe or unlawful due to a lack of repairs or unsecured exposure to the elements, or is declared to be unsafe or unlawful by reason of physical condition under the State Construction Code or applicable fire or property maintenance codes, it shall not thereafter be restored, repaired or rebuilt except in conformity with all Ordinance requirements.

[DELETE and REPLACE the first paragraph to correct a typographical error, as follows]

**Section 16.08 Nonconforming Structures.**

Single-family detached dwellings that are a nonconforming structure in the zoning district shall be subject to the standards of Section 16.05 (Nonconforming Single-Family Detached Dwellings). All other nonconforming structures shall be allowed to continue after the effective date of this Ordinance or amendments thereto, subject to the following conditions:

## **ARTICLE 17 DEFINITIONS**

[INSERT two new definitions into this Section, as follows]

### **Section 17.03 Definitions.**

Whenever used in this Ordinance, the following words and phrases shall have the meaning ascribed to them in this Section:

**Bulk Feed and Farm Supply Stores.** An agricultural commercial business offering for sale and/or rental farm supplies, tools, and equipment; and sales of animal and livestock feed, equestrian supplies and equipment, pet food, lawn care and gardening supplies, mulch, fertilizer, seeds, and other items used directly and principally for agricultural purposes, but not including sale or rental of farm implements, machinery or vehicles. (See "**Farm Implements**")

**Farm Implements.** Machinery, vehicles, and attachments used directly and principally for the purpose of producing agricultural products, including those used for the preparation, seeding, irrigation or cultivation of soil for growing or harvesting of agricultural products.



# Memorandum

To: Superior Township Board of Trustees  
From: Rick Church  
Date: July 15, 2010  
Re: YCUA 2000 Sanitary Sewer System No. 2 Bond Proposal

The Utility Department requests Board authorization for Superior Township to proceed with participating in the refunding/refinancing of the YCUA 2000 Sanitary Sewer System No. 2 Bond, which requires the adoption of a Board resolution approving a refunding contract with YCUA. This 20 year bond is callable this year.

We contacted Stauder, Borch & Associates about refinancing the bonds and were notified our interest rate could be reduced from a current 5.1% to an approximate 3.0%. We approached YCUA with this information as they are the issuer of the bonds and they are in support of this proposal.

To further reduce the Township's liability we are requesting Board approval to pay down the principal by \$1,000,000. These funds are available in our Capital Reserve accounts. The current principal owed is \$4,310,000 and the estimated savings over the next 10 years could be approximately \$460,000. Reducing the principal by \$1,000,000 would increase the savings to approximately \$640,000.

/attachments

Founded in 1857  
by Sidney Davy Miller

# MILLER CANFIELD

JEFFREY S. ARONOFF  
TEL (313) 496-7694  
FAX (313) 496-8452  
E-MAIL: [aronoff@millercanfield.com](mailto:aronoff@millercanfield.com)

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MICHIGAN: Ann Arbor  
Detroit • Grand Rapids  
Kalamazoo • Lansing  
Saginaw • Troy

FLORIDA: Naples

ILLINOIS: Chicago

NEW YORK: New York

OHIO: Cincinnati

CANADA: Toronto • Windsor

CHINA: Shanghai

MEXICO: Monterrey

POLAND: Gdynia

Warsaw • Wrocław

July 15, 2010

*Via Electronic Mail*  
William McParlane  
Supervisor  
Superior Charter Township  
3040 N. Prospect Street  
Ypsilanti Michigan 48198-9426

*Re: Not to exceed \$6,000,000 Ypsilanti Community Utilities Authority  
2010 Refunding Bonds (Charter Townships of Ypsilanti and  
Superior)*

Dear Bill:

It is our understanding that Superior Township, Ypsilanti Township (the "Local Units") and YCUA are interested in pursuing the potential refunding of the 2000 Sanitary Sewer System No. 2 Bonds (Charter Townships of Ypsilanti and Superior). Accordingly, it is appropriate for the Township Board to approve the enclosed Refunding Contract by and between the Local Units and the Authority relative to the bonds. Accordingly, the following items are attached:

- 1) A Resolution Approving Refunding Contract by and between the Authority and the Local Units.
- 2) The form of Refunding Contract by and between the Authority and the Local Units.

Note that each Local Unit's expected share of payments under the Refunding Contract will track the "Local Unit Share" it is currently paying under the original 2000 Contract. If, however, either or both of the Local Units contribute funds on hand to the proposed refunding, the percentage Local Unit Share allocations under the Refunding Contract may shift. A Local Unit's contribution of funds on hand would essentially amount to a partial up-front payment of its share of the total cost of the refunding, meaning that its share of payments to be applied to debt service over the life the refunding bonds would be lower. Section 4 of the Refunding Contract addresses this scenario, and the Resolution authorizes an authorized officer of the Township to execute a certificate at closing documenting any contributions of funds on hand and related shifts in the Local Unit Share percentages.

MULLER, CANFIELD, PADDOCK AND STONE, P.L.L.C.

Mr. William McFarlane

-2-

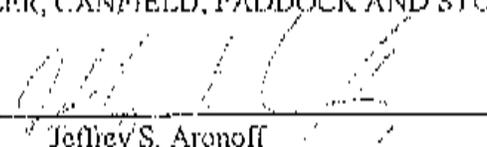
July 15, 2010

Assuming that the Township Board adopts the Resolution and approves the Contract at its July 19<sup>th</sup> meeting, I would ask that you forward to me six (6) certified copies of the Resolution along with six (6) fully signed copies of the Refunding Contract after adoption and execution. We will coordinate the approval and execution of the Refunding Contract by Ypsilanti Township and YCUA.

I trust the forgoing is in proper order but should you have any questions or comments concerning the same, please feel free to give Tom Colis or me a call.

Sincerely,

MULLER, CANFIELD, PADDOCK AND STONE, P.L.L.C.

By: 

Jeffrey S. Aronoff

cc: Paul Stauder  
Brenda McKinney  
Dave Phillips  
Rick Church  
Larry Thomas  
Thomas Colis, Esq.

RESOLUTION APPROVING REFUNDING CONTRACT

Charter Township of Superior  
County of Washtenaw  
State of Michigan

Minutes of a regular meeting of the Township Board (the "Governing Body") of the Charter Township of Superior, County of Washtenaw, State of Michigan (the "Township"), held on the 19th day of July, 2010, at 7:30 o'clock p.m., Eastern Daylight Time.

PRESENT: Members: \_\_\_\_\_  
\_\_\_\_\_

ABSENT: Members: \_\_\_\_\_

The following preamble and resolutions were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_ :

WHEREAS, it is deemed necessary to refund certain maturities of the Ypsilanti Community Utilities Authority's ("YCUA") 2000 Sanitary Sewer System No. 2 Bonds (Charter Townships of Ypsilanti and Superior) (the "2000 Bonds") so as to produce interest savings to the Township and the Charter Township of Superior (together, the "Local Units"); and

WHEREAS, a refunding contract has been prepared between the Local Units and the Authority to provide for the refunding of certain of the 2000 Bonds (the "Refunding Contract"); and

WHEREAS, this Governing Body has carefully reviewed the proposed Refunding Contract and finds that it provides the best means for refunding certain of the 2000 Bonds and accomplishing the necessary savings to the Township.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Approval of Refunding Contract. The Refunding Contract, described in the preamble to this resolution, is approved, and the Supervisor and the Township Clerk of the Township are directed to execute and deliver the Refunding Contract on behalf of the Local Unit.

2. Other Actions. The Supervisor and the Township Clerk of the Township are hereby authorized and directed to take all other actions necessary to carry out the provisions of the Refunding Contract, including but not limited to the execution of the certificate relating to the Adjusted Local Unit Share, as set forth in Section 4 of the Refunding Contract.

MUELLER, DANIEL R. FIDELL AND STONE, P.L.C.



REFUNDING CONTRACT

THIS REFUNDING CONTRACT is made and entered into this \_\_\_ day of \_\_\_, 2010, under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, ("Act 34") and the Act (collectively the "Acts"), by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY (the "Authority"), a public corporation organized and existing under the authority of Act 233, Public Acts of Michigan, 1955, as amended (the "Act"), the CHARTER TOWNSHIP OF SUPERIOR ("SUPERIOR") and the CHARTER TOWNSHIP OF YPSILANTI ("Ypsilanti") (Ypsilanti and Superior are sometimes hereinafter referred to as the "Local Units") both located in the County of Washtenaw, Michigan.

WITNESSETH:

WHEREAS, the Authority has been incorporated under and in pursuance of the provisions of the Act for the purposes set forth in the Act and the Authority's Articles of Incorporation; and

WHEREAS, the Local Units and the Authority have entered into a contract, dated as of September 21, 2000, wherein the Authority agreed to acquire and construct sewer improvements for the Local Units (the "2000 Contract"); and

WHEREAS, an issue of bonds has been issued pursuant to the 2000 Contract, denominated 2000 Sanitary Sewer System No. 2 Bonds (Charter Townships of Ypsilanti and Superior) (the "2000 Bonds"); and

WHEREAS, the Local Units and the Authority have determined that it is in the best interest of the Local Units and the Authority to refund all or part of the 2000 Bonds maturing in the years 2011 to 2020, inclusive (the "Refunded Bonds"); and

WHEREAS, it is the determination and judgment of the Authority and the Local Units that the Refunded Bonds should be refunded to secure for the Local Units the interest savings anticipated and thereby permit the operation of the financed facilities in a more economical fashion for the benefit of the taxpayers of the Local Units and users of the Local Units' sanitary sewer system; and

WHEREAS, the execution of this contract (the "Refunding Contract") is necessary in order to implement a refunding program; and

WHEREAS, the 2000 Contract provided that each Local Unit would pay its share of the payments under the 2000 Contract according to the formula set forth at Section 10 of the 2000 Contract (the "Local Unit Share"), which Local Unit Share is not subject to change by the Authority without the written approval of both Local Units; and

WHEREAS, the Local Units intend to provide herein for the alteration of the Local Unit Shares under certain circumstances.

NOW, THEREFORE, in consideration of the premises and the covenants of each other, the parties hereto agree as follows:

1. Approval of Refunding. The Authority and the Local Units hereby approve and confirm

the refunding of all or part of the Refunded Bonds under the provisions of the Act in the manner provided by and pursuant to this Refunding Contract.

2. Issuance of Refunding Bonds by Authority. The Authority will issue refunding bonds (the "Refunding Bonds") in the total principal amount of not to exceed \$6,000,000 in order to pay all or part of the costs of refunding the Bonds as described in Section 1. All costs of retiring the Bonds and of issuing the Refunding Bonds, including payment of the principal of and interest on the Bonds, underwriting discount, bond and other printing, administrative, rating fees, legal and financial advisory fees and expenses, printing of official statements, bond insurance, trustee and paying agent/registrars fees and all related expenses shall be paid from the proceeds of sale of the Refunding Bonds or from cash amounts to be made available to pay such costs.

3. Authority Actions Relating to Refunding. To carry out and accomplish the refunding in accordance with the provisions of Michigan law, the Authority shall or has taken take the following steps:

(a) The Authority will adopt a resolution providing for the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed \$6,000,000 (the "Refunding Bond Resolution"), such Resolution substantially in the form attached hereto and based upon the financial analysis provided by the Authority's financial advisor of the financial benefits of the refunding. The Refunding Bonds shall mature serially, as authorized by law, and will be issued in anticipation of the debt service installment payments required to be made by the Local Units as provided in the 2000 Contract and as hereinafter provided in this Refunding Contract and will be secured primarily by the contractual obligations of each Local Unit to pay said installments when due, including interest. After due adoption of the Refunding Bond Resolution, the Authority will take all legal procedures and steps necessary to effectuate the sale and delivery of the Refunding Bonds.

(b) The Authority, upon receipt of proceeds of sale of the Refunding Bonds, will comply with all provisions and requirements of law, the Refunding Bond Resolution and this Refunding Contract relative to the disposition and use of the proceeds of sale thereof.

(c) The Authority shall not make any investments or take any other actions which would cause the Refunding Bonds herein authorized to be constituted as arbitrage bonds pursuant to any applicable federal statutes or regulations.

(d) The Authority shall take all steps necessary to refund the Bonds.

4. Local Unit Payments; Local Unit Share; Adjusted Local Unit Share. The full principal amount of the Refunding Bonds shall be charged to and paid by the Local Units to the Authority in annual principal installments, together with interest and other expenses as herein provided. It is understood and agreed that the Refunding Bonds of the Authority will be issued in anticipation of such payments by the Local Units.

All payments under this Refunding Contract shall be allocated between the Local Units according to the Local Unit Share calculation set forth in the 2000 Contract; provided, that any Local Unit contribution of funds on hand to the refunding of the Refunded Bonds shall be considered partial satisfaction of such Local Unit's Local Unit Share and may therefore alter the percentage share of each payment under this Refunding Contract allocable to each Local Unit (the "Adjusted Local Unit Share").

If one or both of the Local Units contributes funds on hand to the refunding of the Refunded Bonds, then concurrent with or prior to delivery of the Bonds, an authorized officer of each Local Unit shall execute, and the Authority shall acknowledge, a certificate setting forth all such contributions and the resulting Adjusted Local Unit Shares under this Refunding Contract.

It is agreed that each Local Unit shall pay to the Authority, on each annual maturity date of principal amounts of the Refunding Bonds, its Local Unit Share or, if applicable, its Adjusted Local Unit Share, of such principal amount, and in addition, on each interest payment date on the Refunding Bonds, us accrued interest on the principal installments remaining unpaid, an amount sufficient to pay all interest due on the next succeeding interest payment date. From time to time as the Authority is billed by the registrar/transfer/paying agent for the Refunding Bonds for their services, and as other costs and expenses accrue to the Authority from handling of the payments made by each Local Unit or from other action taken in connection with the Refunding Bonds, the Authority shall notify each Local Unit of the amount of such fees, costs and expenses, and the Local Unit shall, within thirty (30) days from such notification, remit to the Authority its Local Unit Share or, if applicable, its Adjusted Local Unit Share, of such amounts.

The Authority shall, within thirty (30) days after the delivery of the Refunding Bonds, furnish each Local Unit with a complete schedule of said installments and the interest thereon and due dates and shall also, at least thirty (30) days prior to each due date, advise each Local Unit, in writing, of the exact amount due on said date. The failure to give such notice shall not, however, excuse a Local Unit from making required payments when due under the provisions hereof.

5. Local Unit Limited Tax Full Faith and Credit Pledges. Each Local Unit, pursuant to the authorization contained in the Act, hereby irrevocably pledges its full faith and credit for the prompt and timely payment of its obligations pledged for payment of the Refunding Bonds as expressed herein. Pursuant to such pledge, if other funds are not available, each Local Unit shall be required to pay such amounts from any of its general funds as a first budget obligation and shall each year levy an ad valorem tax on all the taxable property in such Local Unit in an amount which, taking into consideration estimated delinquencies in tax collections, will be sufficient to pay such obligations under this Refunding Contract becoming due before the time of the following year's tax collections, such annual levy shall however be subject to applicable constitutional and statutory limitations. Commitments of each Local Unit are expressly recognized as being for the purpose of providing funds to meet the contractual obligations of each Local Unit in anticipation of which the Authority Refunding Bonds hereinbefore referred to are issued. Nothing herein contained shall be construed to prevent the Local Units from using any, or any combination of, the means and methods provided in Section 7 of the Act for the purpose of providing funds to meet its obligations under this Refunding Contract, and if at the time of making the annual tax levy there shall be other funds on hand earmarked and set aside for the payment of the contractual obligations due prior to the next tax collection period, then such annual tax levy may be reduced by such amount.

6. Additional Payments. Additional moneys over and above any of the payments specified in this Refunding Contract may be paid and prepaid as provided in the 2000 Contract.

7. Continued Effectiveness of 2000 Contract. All provisions of the 2000 Contract not inconsistent herewith, and particularly all covenants relative to the payment of and security for the Bonds made by each Local Unit therein, shall remain in full force and effect and shall apply with equal effect to the Refunding Bonds authorized hereby, it being understood that upon issuance of the

Refunding Bonds, all or part of the Refunded Bonds will be defeased and the Refunding Bonds shall be substituted therefor and shall be outstanding in their place and stead. It is also hereby recognized that the obligation of each Local Unit to make payments for debt service for those maturities of the 2000 Bonds which are not being refunded will continue in full force and effect.

8. Additional Financing. Nothing herein contained shall in any way be construed to prevent additional financing under the provisions of the Act.

9. Voidability. The obligations and undertakings of each of the parties to this Refunding Contract shall be conditioned upon the successful accomplishment of the proposed refunding, and therefore if for any reason whatsoever the Refunding Bonds are not issued, then this Refunding Contract shall be considered void and of no force and effect; provided, however, that in such event, all costs and expenses shall be paid by each Local Unit in accordance with existing commitments to the Authority, and the Authority shall not be obligated for such costs and expenses.

10. Bondholders' Rights. The Authority and the Local Units each recognize that the holders from time to time of the Refunding Bonds will have contractual rights in this Refunding Contract, and it is therefore covenanted and agreed by each of them that so long as any of the Refunding Bonds shall remain outstanding and unpaid, the provisions of this Refunding Contract shall not be subject to any alteration or revision which would in any manner materially affect either the security of the Refunding Bonds or the prompt payment of principal of or interest thereon. The Authority and the Local Units further covenant and agree that they will each comply with their respective duties and obligations under the terms of this Refunding Contract promptly at all times and in the manner herein set forth, and will not suffer to be done any act which would in any way impair the Refunding Bonds, the security therefor, or the prompt payment of principal of and interest thereon. It is hereby declared that the terms of this Refunding Contract insofar as they pertain to the security of Refunding Bonds shall be deemed to be for the benefit of the holders of said Refunding Bonds.

11. Refunding Contract Term. This Refunding Contract shall remain in full force and effect for a period of forty (40) years from the date hereof, or until such lesser time as the Refunding Bonds issued by the Authority are paid, at which time this Refunding Contract shall be terminated, and the provisions of this Refunding Contract relative to disposition of the financed facilities shall be carried out. In any event, the obligations of each Local Unit to make the payments required hereunder shall be terminated at such time as all of the Refunding Bonds are paid in full by the Local Units, together with all interest and penalties and other obligations hereunder.

12. Successors and Assigns. This Refunding Contract shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

13. Designation as "Qualified Tax Exempt Obligations". The Authority and the Local Units each hereby designate the Bonds as "qualified tax exempt obligations" for purposes of deduction of interest expense by financial institutions pursuant to the Internal Revenue Code of 1986, as amended.

[remainder of page left blank intentionally]

14. Counterparts. This Refunding Contract may be executed in several counterparts.

IN WITNESS WHEREOF, THE YPSILANTI COMMUNITY UTILITIES AUTHORITY, by its Commission, the CHARTER TOWNSHIP OF YPSILANTI, and the CHARTER TOWNSHIP OF SUPERIOR, both in COUNTY OF WASHTENAW, MICHIGAN, and by their respective Township Boards, have each caused its name to be signed to this instrument by its duly authorized officers the day and year first above written.

In the presence of:

YPSILANTI COMMUNITY UTILITIES  
AUTHORITY

\_\_\_\_\_

By: \_\_\_\_\_  
Chairman of its Commission

\_\_\_\_\_

By: \_\_\_\_\_  
Secretary of its Commission

In the presence of:

CHARTER TOWNSHIP OF YPSILANTI

\_\_\_\_\_

By: \_\_\_\_\_  
Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Township Clerk

In the presence of:

CHARTER TOWNSHIP OF SUPERIOR

\_\_\_\_\_

By: \_\_\_\_\_  
Supervisor

\_\_\_\_\_

By: \_\_\_\_\_  
Township Clerk

IK167,766,1V099369-00033

# Memorandum

**To:** Superior Township Board  
**From:** Rick Church, Diana Ravis  
**Date:** July 16, 2010  
**Re:** Water and Sewer Rate Increases for  
Ann Arbor Township Service Area Residents

Included in your packet is an amendment to the resolution adopted February 27, 1996 to determine rates, fees and charges. This amendment reflects price increases from Ann Arbor Township (AATP) for water and sewer rates. Also attached are a press release and Schedule A, which highlights (in blue) additional changes for some of our miscellaneous fees.

The rate changes for water and sewer affect those residents who reside on Towsley Lane, Valleyview Court or Valleyview Drive only and are strictly a dollar pass-through to our customers of the increases received by the Utility Department.

The increase for Superior's Ann Arbor Township supplied customers results in a 4.1% for water and 3.6% for sewer, for an overall increase of 3.8%. An average quarterly residential bill of 2,600 cubic feet will go up \$11.49. A minimum billing of 1,000 cubic of water/sewer usage will go from \$115.38 to \$119.80 per quarter.

In addition to water and sewer rate increases, Ann Arbor Township has increased their special connection fees, which affect new construction only. These increases are included in the attached list of miscellaneous fees that have changes.

/attachments

SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
July 19, 2010

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 19th of July, 2010, at 7:30 p.m. Eastern Standard Time, the following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

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, Ann Arbor Township has increased the charge for water by 5.43% and sewer by 4.36%, 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 this Resolution and attached schedule shall be published pursuant to Section 8 of the Charter Township Act being MCL §2.8 by posting in the Office of the Clerk, 3040 N. Prospect, Ypsilanti 48198 and on the Township website - [www.superior-twp.org](http://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, said rate changes shall be effective immediately upon publication thereof.

CERTIFICATION

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 19, 2010.

\_\_\_\_\_  
David Phillips, Township Clerk

\_\_\_\_\_  
Date Certified



## PRESS RELEASE

On July 19, 2010, the Board of Trustees for the Charter Township of Superior approved price increases for both the water and the sewer rates for users who receive their services through Superior from Ann Arbor Township.

The rate changes are strictly a pass-through of the increases that Superior's Utility Department will be receiving from Ann Arbor Township. The new rates will be effective on bills to Superior's customers dated August 1, 2010, or later.

The increase for Superior's Ann Arbor Township supplied customers will be 4.1% for water and 3.6% for sewer, for an overall increase of 3.8%. An average quarterly residential bill of 2,600 cubic feet will go up \$11.49. A minimum billing of 1,000 cubic feet of water/sewer usage will go from \$115.38 to \$119.80 per quarter.

For further information, contact the Superior Township Utility Department at 734-480-5500 or visit the Superior Township website at [www.superior-twp.org](http://www.superior-twp.org).

# SCHEDULE A

**SUPERIOR CHARTER TOWNSHIP  
UTILITY DEPARTMENT FEES  
575 EAST CLARK ROAD  
YPSILANTI, MI 48198  
734-480-5500**

RESOLUTION ADOPTED FEBRUARY 27, 1996 AND AS AMENDED THROUGH JULY 19, 2010, SCHEDULE OF RATES, FEES AND CHARGES RELATED TO SEWER AND WATER SERVICES PROVIDED BY THE TOWNSHIP'S UTILITY DEPARTMENT.

**1. 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)

Effective November 1, 2008

Sewer	\$2.657 per 100 cubic feet
Minimum quarterly billing	\$26.57 (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, 2010

Water	\$6.07 per 100 cubic feet
Minimum quarterly billing	\$60.70 (1000 cubic feet)

Effective July 1, 2009

Sewer/Wastewater Treatment	\$5.91 per 100 cubic feet
Minimum quarterly billing	\$59.10 (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.

2. **Miscellaneous Fees**

Replace meters at owner's request or because of negligent or intentional damage

¾"	\$350.00
1"	\$390.00
1 ½"	\$690.00
2"	\$875.00

Meters as listed above plus labor.

3. **Trunk and Transmission Fees**

The owner of all premises connecting to the system shall pay in cash or cash equivalent the amount of Five Thousand Five Hundred Dollars (\$5,500.00) for connecting to the sewage system and Five Thousand Dollars (\$5,000.00) for connecting to the water system for each family dwelling unit equivalent. The following are examples of family dwelling units and are inclusive in that term, but are not exclusive in that they are the only items comprising the term "family dwelling unit":

- (a) Any single unit in the form of a building consisting of a dwelling for a single family.
- (b) Each living unit (commonly called apartment) in a building having multiple units.
- (c) Each lot in a mobile home park, and should two mobile homes be parked or connected to the same lot, each mobile home for that lot shall be subject to the trunk and transmission charge specified above. This does not apply to doublewide mobile homes used as one living unit.
- (d) Any other unit comprising a family dwelling space shall be considered a family dwelling unit.

All other miscellaneous building, including industrial and commercial building and any structures, publicly or privately owned, not specifically otherwise classified herewith shall be charged at the base unit rate of Five Thousand Five Hundred Dollars (\$5,500.00) for connecting to the sewage system and Five Thousand Dollars (\$5,000.00) for connecting to the water system plus the Unit Use Factor.

Landscaping irrigation systems serving residential platted subdivisions, condominium developments, site condominium developments, mixed use residential developments, commercial developments, and industrial developments shall be charged a Trunk and Transmission fee at the current Township rates based on 3 REU per acre of land to be irrigated.

TYPE OF USE	UNIT USE FACTORS
Single Family Residential	Base unit rate
Auto Dealers	1.00 unit + 0.20 unit per thousand square feet.
Auxiliary dining room (open not than 20 hours per week)	2.00 unit per thousand square feet
Bar - See Restaurant	
Barber Shops	1.00 unit + 0.10 unit per chair
Beauty Shops	1.00 unit + 0.50 unit per booth
Boarding House	0.20 unit per bed
Boarding Schools	0.20 unit per bed
Bowling Alleys	1.50 unit per thousand square feet of general building area plus restaurant, bar, etc. at their respective unit factors
Car Wash do-it-yourself (coin operated, 10 gal of less per car)	1.00 unit per stall
Car Wash mechanical (without conveyor over 10 gals per car)	10.00 unit per stall
Car Wash conventional (with conveyor)	10.00 unit per twenty feet of conveyor
Churches	0.40 unit thousand square feet
Cleaners	1.00 unit per thousand square feet plus 1.50 unit per press
Convalescent Homes or Assisted Living complexes	1.00 unit + 0.50 unit per bed
Convents	0.20 unit per bed
Country Clubs	1.50 unit per thousand square feet of general building area plus restaurant, bar, swimming pool areas, etc. at their respective unit factors
Drug Stores	1.00 unit per thousand square feet
Factories (exclusive of industrial waste)	0.75 unit per thousand square feet (industrial waste will be assigned such sanitary use factor units as shall be appropriate in each individual instance, upon petition to the Township for such assignment)
Fraternal Organizations	0.50 unit per thousand square feet of general building area plus restaurant, bar, swimming pool area, etc. at their respective unit factor.
Grocery Stores - Supermarkets	0.80 unit per thousand square feet
Hospitals	1.00 unit + 0.50 unit per bed
Hotels and Motels	1.00 unit + 0.25 unit per bedroom plus restaurant, bar, swimming pool areas, etc. at their respective unit factors
Laundry	0.50 unit per washer
Mobile Home Parks	Base unit rate per mobile space occupied or unoccupied
Multiple Family Residences	1.00 unit per unit
Office building	0.75 unit per thousand square feet
Public Institutes other than hospitals	0.75 unit per thousand square feet

Research Facility	0.75 unit per thousand square feet (Industrial wastes will be assigned such sanitary use factor units as shall be appropriate in each individual instance, upon petition to the Township for such assignment.
Restaurants or Bars (dinner and/or drinks)	4.00 unit per thousand square feet
Schools without showers and/or pool	1.00 unit per classroom
Schools (shower and/or pool)	1.50 unit per classroom
Service Station	1.00 unit + 0.15 unit per pump
Snack Bars, Drive-ins, etc.	4.00 unit per thousand square feet
Stores (other than specifically listed)	0.35 unit per thousand square feet
Swimming pool (net area of pool- see Country clubs)	2.00 unit per thousand square feet
Theaters	1.00 unit + 0.01 unit per seat
Theaters - Drive In	1.00 unit + 0.20 unit per car
Warehouses	0.15 unit per thousand square feet

The fee per unit means one (1) unit factor times the base unit rate, other than single family residential. If only water is connected, the unit factor is one (1) times the unit factor for water systems charge. If only sewer is connected, the unit factor is one (1) times the unit factor for sewage systems charge.

In the case of a single family dwelling or any other single building, the trunk and transmission fees shall be paid prior to the application for a building permit.

An additional Trunk and Transmission fee will be collected when a commercial site requests a building addition permit, based on size and use.

#### 4. Availability Fee

- (a) Upon application for connection to such water lines by an adjoining property owner, in addition to all other charges, said property owner shall pay an availability charge of \$45.00 per front foot of the property.
- (b) Upon application for connection to such sewer lines by an adjoining property owner, in addition to all other charges, said property owner shall pay an availability charge of \$50.00 per front foot.
- (c) At the residential property owner's option, these fees may be financed over a period of ten years, plus 6% interest on the unpaid balance. Payments are scheduled on an annual basis. Failure to pay will result in the payment amount being transferred to the Township property tax rolls for collection.
- (d) When the full cost of the system is paid by a developer or subdivider, the availability fees are not applicable.

5. **Tap Fees**

If a builder/developer installs the lateral lines and makes the taps, he shall pay a \$50.00 inspection fee for each water tap and a \$50.00 inspection fee for each sewer tap, in lieu of tap fees.

The tap fee is varied according to the size of the tap. Fees shown in the table that follows are "Minimal Fees". If unusual circumstances or conditions (e.g. crossing a road) are present, the property owner shall be billed for 120% of the additional charges made by the contractor to the Township, but no less than the minimal rates.

**Minimal Tap Fees**

**Water Meter Size**

1"	\$3,000.00
1 ½"	\$4,500.00
2"	\$5,000.00

**Sewer Size**

4"	\$2,500.00
6"	\$3,000.00

The above minimum fees are payable upon application for a utilities connection permit. Additional charges that occur because of "unusual conditions or circumstances" will be billed to the property owner by the Township Utility Department when they receive the contractor's bill, a copy of which shall be made available to the property owner. The additional charges are due and payable to the Township from the property owner upon receipt of the bill.

An additional fee of \$1,000.00 shall be added if the tap is done after the frost is in the ground (approximately November 15<sup>th</sup> - March 15<sup>th</sup>)

6. **Inspection/Connection Charges**

All premises connecting to the water and/or sewer facilities of the System will be charged the inspection/connection fee of:

Water	\$50.00
Sewer	\$50.00

7. **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 Ann Arbor Township Group 1 rate 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"	\$ 2,443.62	\$ 3,176.62
1-1/2"	\$ 5,310.89	\$ 6,959.90
2"	\$ 9,324.48	\$12,256.49

8. **Meter Charges**

The charges for the use of meters shall be as follows:

3/4	\$350.00
1"	\$390.00
1 1/2	\$690.00
2"	\$875.00

The use of a secondary meter can be purchased for outside watering. The 3/4" meter is \$250.00 and the 1" meter is \$275.00.

An installation charge shall be based on time and labor.

These charges shall also apply when a meter is replaced at the owner's request or because of negligence or intentional damage.

Meters larger than 2" should be ordered through the Utility Department at least six weeks in advance of the desired installation date. The cost of these meters will be the cost to the Township plus 10%.

It is permissible in the case of larger meters for the plumbing contractor to furnish and install large meters, paying only the inspection fees. These meters must be of a brand and type approved by the Township Utility Department. The Utility Department Maintenance Supervisor shall inspect and seal the meter at or prior to the time of issuance of an occupancy certificate by the Building Inspector.

9. Special Rates/Fees

For miscellaneous services, the following rates are established:

Outside Services

For major properties (not homes), for equipment and services provided that are determined as not the responsibility of the Township Utility Department, the charges are as follows:

Service Truck	\$10.00 per hour or any part thereof.
Sewer Jet and Vactor	\$110.00 per hour or any part thereof.
Backhoe	\$50.00 per hour or any part thereof.
Dump Truck	\$30.00 per hour or any part thereof.
Manpower	The average cost to the Township per man.

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).

Hydrant Use

Set and remove meter \$35.00 plus water fee at current rate (minimum \$10.00).

Return Check Fee

\$25.00 per returned check.

Water Usage Charges During Building Construction Periods

A water construction charge consists of a minimum charge of (\$35.00) multiplied by the number of units for said use listed under "Equivalent Unit Factors".

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.

#### 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.

#### Tenant Security Deposit and Administrative Fee

In the event that the Township is notified in writing that a tenant is to be responsible for the payment of water and sewer charges as specified in the Superior Charter Township Utilities Ordinance, a \$500.00 security deposit and a \$75.00 administrative fee will be paid to the Superior Township Utility Department.

#### Fire Hydrant Winterization Fee

The charge for Utility Department personnel to winterize fire hydrants on private property is \$15.00 per fire hydrant.

## WATER AND SEWER MAINTENANCE

The Superior Charter Township Utility Department will maintain the water and sewer trunk lines.

The Superior Charter Township Utility Department will charge for repairs to the curb stop or service line if the owner or agent of the owner (plumber, etc.,) has turned the curb stop or attempted to turn the stop and has caused a break in the line or the curb stop.

The owner is responsible for all plumbing within the house and the repair of the same. Whenever it becomes necessary to replace the meter and, if in the opinion of the Superior Township Utility Department, the meter cannot be changed without damaging the plumbing, the owner shall replace the deteriorated plumbing.

The owner is responsible for maintaining meter pits, covers to meter pits, meters, and all plumbing within the meter pit, on private property.

The owner is responsible for any damage to the meter, the remote register, or the wiring as a result of vandalism, frost, hot water, theft, or damage in any way except by natural wear.

No person, except an employee of the Superior Township Utility Department shall remove, repair, or in any way tamper with a meter.

The Superior Township Utility Department will perform no work between the property line and the house.

If a problem with the sanitary sewer is found to be inside the lead line, all costs associated with repairing the sewer will be paid by the owner.

The owner will sign a repair authorization form before any work is done at or beyond the curb stop.

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
JULY 19, 2010**

**A RESOLUTION OF INTENT  
FOR  
PARTICIPATING IN THE NATIONAL FLOOD INSURANCE PROGRAM**

**WHEREAS**, certain land and water areas within the governmental boundaries of Superior Charter Township are subject to periodic flooding, mudslides (i.e. mudflows), or flood related-erosion, causing serious damages to properties within these areas; and

**WHEREAS**, relief is available in the form of federally subsidized flood insurance, as authorized by the National Flood Insurance Act of 1968; and

**WHEREAS**, Superior Charter Township desires to participate in the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP); and

**WHEREAS**, the Superior Charter Township Board of Trustees has the legal authority to implement the state construction code comprised of the Michigan Residential Code and the Michigan Building Code and its Appendices, specifically Appendix G, adopted pursuant to the Stille-Derossett-Hale Single State Construction Code Act, 1972 PA 230, as amended, MCL 125.1501, et. seq. (construction code act), and further has authority to adopt land use and control measures to reduce future flood losses pursuant to 2008 PA 33, Michigan Planning Enabling Act, MCL 125.3801-125.3883 and 2006 PA 110, Michigan Zoning Enabling Act, MCL 125-3101-125-3702, as amended by 2008 PA 12; and

**WHEREAS**, the Superior Charter Township Board of Trustees has designated the Superior Charter Township Building Official as its enforcing officer to administer and enforce the construction code act and the state construction code within its political boundaries, MCL 125.1508b; and will provided the means to implement and enforce an effective and competent floodplain management program and to submit, on the first anniversary date of the community's initial eligibility, a report to the Federal Insurance Administrator (Administrator) on the progress Superior Charter Township has made during its first year of participation, in the development and implementation of floodplain management measures, and thereafter, submit biennial reports as requested by the Administrator; and

**WHEREAS**, the Superior Charter Township Board of Trustees intends to recognize and duly evaluate flood, mudslide (i.e., mudflow) and flood related erosion hazards in all official actions relating to land use in areas having these hazards within its jurisdiction.

**NOW, THEREFORE, BE IT RESOLVED**, that the Superior Charter Township Board of Trustees hereby:

1. Assures the FEMA that the construction code act and the state construction code are administered and enforced within its boundaries; it intends to identify and duly

evaluate and enact as necessary, and maintain in force in those areas having flood, mudslide (i.e., mudflow), or flood-related erosion hazards, adequate land use and control measures with effective enforcement provisions consistent with the criteria set forth in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3 of the NFIP Regulations; and

2. Commits to vest with the community's floodplain management enforcing agency the responsibility to maintain for public inspection and to furnish, upon request, for the determination of applicable flood insurance risk premium rates within all areas having special flood hazards identified on a Flood Hazard Boundary Map (FHBM) or Flood Insurance Rate Map (FIRM), any certificates of flood proofing, and information on the elevation (in relation to mean sea level) of the level of the lowest floor (including basement) of all new or substantially improved structures, and include whether or not such structures contain a basement, and if the structure has been floodproofed, the elevation (in relation to mean sea level) to which the structure was floodproofed; and
3. Commits to take such other official action as may be reasonably necessary to carry out the objectives of the NFIP program; and
4. Commits, in its interactions with the Administrator, to:
  - a. Assist the Administrator at his/her request, in his/her delineation of the limits of the area having special flood, mudslide (i.e., mudflow), or flood related-erosion hazards.
  - b. Provide such information as the Administrator may request concerning present uses and occupancy of the floodplain, mudslide (i.e., mudflow), or flood-related erosion areas.
  - c. Cooperate with federal, state and local agencies and private firms which undertake to study, survey, map, and identify floodplain, mudslide (i.e. mudflow), or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain, mudslide (i.e., mudflow), and/or flood- related erosion areas in order to prevent aggravation of existing hazards.
  - d. Upon occurrence, notify, the Administrator in writing whenever, the boundaries of the community been modified by annexation, or the community has otherwise assumed or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that all FHBMs and FIRMs accurately represent the community's boundaries, include within such modification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

Participating Community: Superior Charter Township

Date Passed: July 19, 2010

Officer Name: William McFarlane

Title: Township Supervisor

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Certified by: David Phillips

Title: Township Clerk

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# **SEMCOG** . . . *Equipping local government leaders now and for the future*

Southeast Michigan Council of Governments • 515 Griswold Street, Suite 300 • Detroit, Michigan 48226-3602 • 313-961-4266 • Fax 313-961-4869  
www.semco.org

June 23, 2010

David M. Phillips, Clerk  
Superior Charter Township  
3040 N. Prospect  
Ypsilanti, MI 48198

Dear Clerk Phillips:

Thank you for your membership and your continued support and involvement in SEMCOG. Rest assured that while Southeast Michigan, and our nation, face unprecedented challenges SEMCOG will continue to work with our membership to position ourselves for the opportunities of the future. I am happy to report that with membership renewal you will once again benefit from a dues reduction (4 percent reduction from 2009 dues). You will continue to receive important benefits at a reduced cost, including:

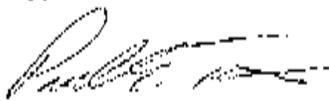
- access to free consulting services for increasing efficiencies, developing collaborative arrangements, and organizational restructuring;
- access to individualized assistance on a range of local transportation, environmental and CED projects;
- a strong advocate for Southeast Michigan with state and federal legislators and agencies for the good of the region and our citizens;
- free training on a variety of topics important to the future of Southeast Michigan.

SEMCOG continues to monitor member satisfaction with our services. While satisfaction levels remain strong, we know that many members are adjusting priorities to meet fiscal challenges. SEMCOG is committed to serving your needs. You may submit specific suggestions at [www.semco.org/feedback](http://www.semco.org/feedback).

For additional information on making your SEMCOG membership work for you, visit [www.semco.org/members.aspx](http://www.semco.org/members.aspx), or contact Amy Mulmer at 313/324-3308 or by e-mail at [malmel@semco.org](mailto:malmel@semco.org).

It is an honor to serve your community. Please let us know if we can better meet serve you.

Sincerely,



Paul Tait, CAE  
Executive Director





WASHTENAW COUNTY CONSORTIUM FOR SOLID WASTE MANAGEMENT

July 1, 2010

**RE: Fiscal Year 2010 Dues for the Washtenaw County Consortium for Solid Waste Management**

Dear Washtenaw County Solid Waste Consortium Member,

As required by the Inter-local Agreement establishing the Washtenaw County Consortium for Solid Waste Management (WCCSWM), notice is hereby given for dues payment for fiscal Year 2010 (January 1 through December 31, 2010).

**FY 2010 Dues Payment**

**\$ 75.00**

Payments should be made by check to the Washtenaw County Consortium for Solid Waste Management by **September 1, 2010**. Please mail to: Washtenaw County Dept. of Public Works, Attn: Janet Gilkey, 705 N. Zeeb Rd., Ann Arbor, MI 48107

Many of our member communities have elected new public officials that may not be fully aware of the purpose and value of the Consortium. For your convenience, I am enclosing the following materials for your review:

- Overview of the Consortium
- Articles of Agreement

I hope you find this information useful. If you have never attended a Consortium meeting, come join us and see what we're about! We have some exciting changes in store, and need your input for our efforts to have the greatest impact.

If you would like any additional information on the Consortium, or need to make a change to the membership list for your community, please contact Dan Moody at (734) 222-3827.

Sincerely,

Jeffrey Kremarik, Treasurer  
Washtenaw County Consortium for Solid Waste Management

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~ Cities of Ann Arbor, Chelsea, Milan, Saline, and Ypsilanti ~

~ Townships of Ann Arbor, Augusta, Bridgewater, Dexter, Freedom, Lima, Lodi, Lyndon, Manchester, Northfield, Pittsfield, Salem, Saline, Scio, Sharon, Superior, Sylvan, Webster, York, and Ypsilanti ~

~ Villages of Barton Hills, Dexter, and Manchester ~

~ Federal Correctional Facility, Milan, St. Joseph Mercy Hospital, Washtenaw County, Western Washtenaw Recycling Authority ~ University of Michigan, Eastern Michigan University

## **Overview of the Consortium**

July 2010

### **Purpose**

The Washtenaw County Consortium for Solid Waste Management ("Consortium") was established in 1990 as a vehicle to foster communication and collaboration between local governments and public agencies on recycling and solid waste issues.

### **Membership**

Membership in the Consortium is voluntary, but is limited to municipalities and public organizations located within the County. Each member appoints a representative and an alternate to the group; typically a Township supervisor, local elected official, public works employee, municipal recycling coordinator, or interested citizen.

### **What are the goals of the Consortium?**

The goals of the Consortium include cooperative efforts on solid waste, recycling and utilization of recycled products as follows:

1. To serve as mutual forum to identify, discuss, study and focus upon County and local challenges and opportunities.
2. To foster, develop, and review policies, plans and priorities.
3. To provide continuing organizational machinery to ensure effective communication and coordination among governments, agencies, and public institutions.
4. To facilitate agreements and cooperative action proposals among member governments and public institutions for specific projects or other related needs including Feasibility Studies and Service Programs.
5. To serve as a vehicle for the collection and exchange of information of interest to members.
6. To maintain a liaison with member governments, other governmental units and agencies, public institutions, and to serve as spokesperson for member county and local governments and public institutions.
7. To furnish general and technical aid to members to promote and accomplish Consortium approved agreements, policies and plans, when approved by participating members.
8. To review and coordinate federal, state and local programs of importance.
9. To recommend regional policies, studies, plans, or other appropriate matters.
10. To render advice and technical assistance on the request of members in regard to local problems having County impact.
11. To provide an opportunity for the regional, state, and federal governments and other agencies which have interests in Consortium activities to participate.

### **What has the Consortium accomplished in the past?**

Throughout the years the Consortium has developed numerous task forces with the intent of addressing the current of solid waste and recycling needs of the communities. Through these task forces the Consortium has established a key role in programs throughout the County. Some of the successful accomplishments / programs are as follows:



Washtenaw County Consortium for Solid Waste Management  
Interlocal Agreement

ARTICLES OF AGREEMENT

**I. Preamble**

We the representatives of Washtenaw County, its local governments and public institutions hereby join together in a voluntary organization to be known as the Washtenaw County Consortium for Solid Waste Management (the Consortium), for the purpose of meeting at regular intervals to discuss and study solid waste, recycling and utilization of recycled products. Furthermore, we will meet to develop policy and programs for ratification and implementation by member representatives of the County and, local governments and public institutions.

**II. Nature, Purpose and Goals of the Agreement**

The need for a Consortium exists due to finite space within landfills, increased disposal costs and the importance of recycling throughout the County. The purpose of the Consortium is to maintain a voluntary organization to foster a cooperative effort in resolving problems and forming policies and plans in the areas of solid waste and recycling. The Goals of the Consortium include cooperative efforts on solid waste, recycling and utilization of recycled products as follows:

1. To serve as a mutual forum to identify, discuss, study and focus upon County and local challenges and opportunities.
2. To foster, develop, and review policies, plans and priorities.
3. To provide continuing organizational machinery to ensure effective communication and coordination among governments, agencies, and public institutions.
4. To facilitate agreements and cooperative action proposals among member governments and public institutions for specific projects or other related needs including Feasibility Studies and Service Programs.
5. To serve as a vehicle for the collection and exchange of information of interest to members.
6. To maintain a liaison with member governments, other governmental units and agencies, public institutions, and to serve as spokespeople for member county and local governments and public institutions.
7. To furnish general and technical aid to members to promote and accomplish Consortium approved agreements, policies and plans, when approved by participating members.
8. To review and coordinate federal, state and local programs of importance.
9. To recommend regional policies, studies, plans, or other appropriate matters.

5. Feasibility Study – A Feasibility Study shall be any study, including but not limited to short duration studies of ways and means to solve a problem or problems common to two or more members, duly undertaken by the Executive Committee or General Membership and requiring the expenditure of funds in excess of or in addition to amounts in the approved annual budget of the Consortium. Only those members entering into such a Study shall be obligated to contribute to it financially and only such members shall participate and benefit from such a program.

#### IV. Membership

1. The initial Members of the Washtenaw County Consortium are as set forth under Definitions above. Additional members may be admitted to the Consortium in accordance with the provisions of this Article IV.

2. Eligibility. Membership in the Consortium shall be open to any community or public institution of Washtenaw County.

3. Admission.

Communities that wish to become members of the Consortium following its formation by the initial Members shall:

- a. Submit an application on a form provided by the Consortium and pay the application fee, which shall be set and reviewed from time to time by the Consortium.
- b. The applicant will be admitted if it is approved by a majority of the members of the Consortium.
- c. By Resolution, Ordinance or Bylaw, the applicant's governing body must formally adopt or permit adoption of the Articles of Agreement of the Consortium and forward a certified copy of said formal adoption to the Secretary-Treasurer of the Consortium prior to being seated in the Consortium.

Public institutions that wish to become members of the Consortium following its formation by the initial Members shall:

- a. Submit an application on a form provided by the Consortium and pay the application fee, which shall be set and reviewed from time to time by the Consortium.
- b. The applicant will be admitted if it is approved by a majority of the members of the Consortium.

4. Representation. Each Member shall be entitled to one designated representative in the Consortium.

1. General Membership.

- a. General Policy Body: The General Membership shall consist of all Members and shall be the policy body of the Consortium.
- b. Voting: Each member shall have one vote in the General Membership.
- c. Quorum: A quorum of the General Membership shall consist of one-third of the total membership.
- d. Meetings: The General Membership shall meet monthly when practical, but at least 4 times per year. The annual meeting shall be held in March and shall be the election meeting. Other meetings shall be held in accord with the determination of the General Membership or upon call of its Chair, or by petition of any three (3) Members of the General Membership. Written notification of such meeting shall be given to each Designated Representative at least 10 days in advance of a particular meeting.
- e. Spending Authority: The General Membership may authorize expenditures from the funds available to the Consortium. The General Membership may recommend additional expenditures however representatives from members may not commit finances to the Consortium without approval of the governing body or the appropriate budgetary authority.
- f. Responsibilities: The responsibilities of the General Membership are:
  1. To adopt the Consortium's budget and membership dues schedules.
  2. To authorize expenditures from the Consortium's treasury upon a majority vote of members present at a meeting of the Consortium.
  3. To adopt and amend by-laws.
  4. To review action of the Executive Committee.
  5. To initiate, advise, and aid in the establishment of cooperative arrangements, including interlocal agreements, among its Members.
  6. To resolve membership questions.
  7. To make recommendations to any local governments or other appropriate agencies, public institutions or entities.
  8. To elect all officers at the annual meeting of all even-numbered years. Officers will serve two-year terms.

2. Executive Committee:

Consortium members, agencies, individuals, and others requesting said information.

**VI. Finances**

- A. Funds, other than membership dues, which accrue to the Consortium or to the Executive Committee for use in furthering the aims and purposes of this voluntary organization shall be controlled, disbursed, and accounted for in a manner prescribed by the Executive Committee and approved by the General Membership.
- B. All dues and fees paid to the Consortium shall be placed in an interest-bearing account. The officers of the Consortium shall be empowered to sign checks and vouchers to satisfy incurred debt. Two signatures shall be required on all checks.

**VII. Amendments**

Amendments to these Articles of Agreement may be recommended from time to time by a simple majority vote of the General Membership present as a quorum. However, any amendments shall not be effectual until approved by a 2/3 vote of the entire membership.



Washtenaw County Presents...



# COUNTY CLEAN-UP DAY



The Washtenaw County Solid Waste Program will be holding a regional environmental clean-up day in your area on:

**Saturday, October 16, 2010, 9am-2pm**

**Eastern Michigan University, Rynearson Stadium Parking Lot  
799 N. Hewitt Rd, Ypsilanti, MI**



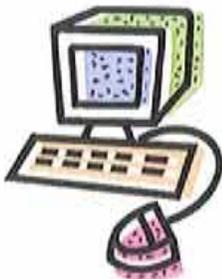
Acceptable Materials Include:

- Traditional recyclable materials – glass, cardboard, plastic, paper, scrap metal
- Freon appliances
- Household hazardous materials – cleaning supplies, motor oil, oil-based paints
- Furniture
- Old tires
- Electronic equipment



Suggested Donation of \$10.00

Residents may bring up to 4 tires for free, but will be asked to pay \$5 for each additional tire. Residents may bring 1 of the following items for free: television, washer, dryer, Freon containing appliance or computer. Residents will be asked to donate \$10 for each additional item.



*Businesses and out-of-county residents are restricted from attending.*

No household garbage will be accepted!

Please contact 734.222.3827 for further information.

W  
A  
T  
S



## WASHTENAW AREA TRANSPORTATION STUDY

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705 NORTH ZEEB ROAD 2ND FLOOR  
ANN ARBOR, MICHIGAN 48103-1560  
PHONE: (734) 994-3127 FAX: (734) 994-3129  
WEBSITE: WWW.MIWATS.ORG  
E-MAIL: WATS@MIWATS.ORG

July 1, 2010

Mr. William McFarlane, Supervisor  
Superior Township  
3040 N. Prospect  
Ypsilanti, MI 48198

### Invoice for WATS FY 2010-2011 Membership Dues

Dear Mr. <sup>Bill</sup>McFarlane:

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) signed by President Bush on August 10, 2005, provides an opportunity for communities and agencies within Washtenaw County to utilize federal transportation planning and construction funds for local transportation projects. As with previous federal legislation, however, local matching funds are required to take advantage of the significant federal support for local priorities.

The WATS membership dues paid by local units of government and supporting agencies and other miscellaneous revenues provides most of the required 20 percent local match necessary to obtain the federal Metropolitan Planning funds (PL 112) and federal Transit Planning funds, which support 80 percent of the activities of the Agency. These activities, in turn, maintain the eligibility of Washtenaw County communities and transportation agencies to secure more than 7 million dollars of federal funds for a range of eligible projects countywide.

As you know, the WATS Policy Committee approved the FY 2010-2011 Unified Work Program of the Washtenaw Area Transportation Study (WATS) on April 21, 2010. On June 16, 2010, the WATS Policy Committee approved the FY 2010-2011 administrative budget. The annual membership dues approved in the administrative budget reflect necessary local match to secure our federal allocation. *No increase in local membership dues was approved for FY 2010-2011, which began July 1, 2010 and WATS will revisit the Budget to determine if a rebate of dues can be provided in the near the end of the Fiscal year.*

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#### POLICY COMMITTEE MEMBERS

• CITY OF ANN ARBOR • ANN ARBOR TRANSPORTATION AUTHORITY • ANN ARBOR TOWNSHIP • CITY OF CHELSEA • VILLAGE OF DEXTER •  
• DEXTER TOWNSHIP • EASTERN MICHIGAN UNIVERSITY • MICHIGAN DEPARTMENT OF TRANSPORTATION • NORTHFIELD TOWNSHIP • PITTSFIELD TOWNSHIP •  
• CITY OF SALINE • SCIO TOWNSHIP • SOUTHWEST WASHTENAW COUNCIL OF GOVERNMENTS • SUPERIOR TOWNSHIP • UNIVERSITY OF MICHIGAN •  
• WASHTENAW COUNTY BOARD OF COMMISSIONERS • WASHTENAW COUNTY ROAD COMMISSION • CITY OF YPSILANTI • YPSILANTI TOWNSHIP •  
• EX OFFICIO: FEDERAL HIGHWAY ADMINISTRATION • SOUTHEAST MICHIGAN COUNCIL OF GOVERNMENTS •

AN INTERMUNICIPALITY COMMITTEE ORGANIZED UNDER ACT 200 OF PUBLIC ACTS OF MICHIGAN (1957)  
REPRESENTING WASHTENAW COUNTY

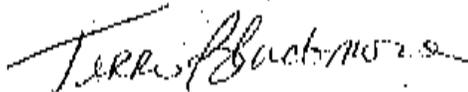
As in the past, the County Board of Commissioners, the County Road Commission, the Ann Arbor Transportation Authority, and the University of Michigan provide more than two-thirds of the required local match. The local communities supply the balance proportionately by based on population.

Accordingly, the FY 2010-2011 dues for Superior Township are \$1,000.00.

Please mail checks payable to the **Washtenaw Area Transportation Study**, to 705 North Zeeb, Ann Arbor, MI 48103-1560.

If you have any questions or need additional information, please call me at (734) 994-3127. Thank you for your continued support.

Sincerely,

A handwritten signature in cursive script that reads "Terri Blackmore".

Terri Blackmore  
Executive Director



HURON VALLEY  
AMBULANCE

1200 State Circle  
Ann Arbor, Michigan 48108-1691  
(734) 971-4420

*A Nonprofit Community Service*

*Accredited by the  
Commission on Accreditation  
of Ambulance Services*

June 30<sup>th</sup>, 2010

Superior Charter Township Fire Department  
Chief Roberts  
7999 Ford Road  
Ypsilanti, MI 48198

RE: Contract

Dear Chief Roberts,

The Washtenaw Central Dispatch Authority had established the following formula for determining fire alarm dispatching costs. The approved formula is as follows:

$$\text{Cost per Alarm} = \frac{\text{Total HVA Dispatch Budget}}{\text{Annual Fire Alarms} + \text{Annual EMS Calls}}$$

For Fiscal Year 2010, the budgeted costs of dispatching both Fire and EMS were \$2,822,538. This cost included direct communications center budget, and did not include overhead costs such as management time and human resources support. The budget included; step increases for employees not yet at top step and benefit plan increases. Personnel costs were the largest increase in budgeted costs with the addition of staff to handle the increases in volume and staffing model changes. All Communications staff have completed an additional 24 hours of Emergency Fire Dispatching, using the Priority Dispatch System program. We continue to experience significant increases in our costs of Health Insurance for employees and increasing utility charges for gas and electricity.

On the volume side, the total fire alarms for the period of July 1, 2008 - June 30, 2009 was 9,931. Total EMS calls were 142,084. The total for all calls dispatched by HVA for this time period was 152,015.

The cost per alarm, or CY2010, for fire dispatching under the Authority formula was \$16.57 per alarm. This represents no increase due to the negotiated rates with the City of Ann Arbor to not exceed the cost per call of \$16.57 for CY2010 and 2011. The rate will be adjusted down if additional savings can be realized throughout the next two years.

As you know the contract with the county expires on July 1<sup>st</sup>, 2010. We will now be directly contracting with your department. This contract was based on your call volume from 7/1/08-6/30/09. Your department's call volume was 1,283 during this period.

I have enclosed two contracts between Huron Valley Ambulance and your Fire Department. Please sign both copies and send them back to my attention at Huron Valley Ambulance. I will then return a signed copy to your attention.

If you wish to make any changes please notify me as soon as possible. I can be reached at 734-477-6298.

We look forward to working with you in the coming months.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jane Giffin".

Jane Giffin  
Communications Manager



HURON VALLEY  
AMBULANCE

1200 State Circle  
Ann Arbor, Michigan 48106-1691  
(734) 971-4420

*A Nonprofit Community Service*

*Accredited by the  
Commission on Accreditation  
of Ambulance Services*

**FIRE DISPATCHING SERVICE AGREEMENT**  
**BETWEEN**  
**HURON VALLEY AMBULANCE**  
**AND**  
**SUPERIOR CHARTER TOWNSHIP**

This Fire Dispatching Service Agreement, effective the 1st day of July, 2010, between the **SUPERIOR CHARTER TOWNSHIP**, 7999 Ford Rd., Ypsilanti, MI 48198, a municipal corporation ("**Township**"), on behalf of the Superior Charter Township Fire Department ("**Fire Department**"), and **HURON VALLEY AMBULANCE, INC.**, 1200 State Circle, Ann Arbor, Michigan 48108, a Michigan nonprofit corporation, ("**HVA**").

**WITNESSETH:**

Whereas, Township is contracting with HVA to provide the Fire Department with certain dispatching services according to the terms of this Agreement; and

WHEREAS, HVA is currently operates a secondary public safety answering point and is engaged in the communication and dispatch of fire departments and ambulance services; and

WHEREAS, the Township and HVA mutually desire and agree that HVA shall provide communications and dispatching services, on behalf of the Fire Department,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

**SECTION 1**

**SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY HVA**

1.1 General Statement. HVA shall provide the following fire dispatching and communications services, including equipment and personnel on behalf of the Fire Department on an exclusive, "as needed" basis, twenty-four (24) hours a day, three hundred sixty-five (365) days a year, pursuant to the terms of this Agreement.

1.2 Dispatching and Communications Services ("**Services**").

1.2.1. Services. HVA shall provide the following services to the Fire Department:

a. Answer 9-1-1 calls, other telephone lines, and radio channels for the purpose of receiving, documenting, and recording requests for Fire Department services.

b. Promptly notify the Fire Department of valid requests for Fire Department services ("**Service Request**") pursuant to guidelines, policies, procedures, and protocols established by HVA and approved by the Fire Department.

c. Maintain radio coordination of service requests. Monitor, document and record Fire Department communications activity.

d. Cooperate fully with the Fire Department in any individual review of a Service Request.

e. Cooperate fully in an annual review and in the development, preparation, and filing of administrative reports as may be reasonably required by the Fire Department for its appropriate operation.

f. Make available such records as may be reasonably necessary and relevant to verify the number of Fire Department Service Requests made by HVA, and to verify HVA's actual dispatching costs, for purposes of establishing the annual fixed fee per dispatch to be paid by the Township to HVA pursuant to Section 3 of this Agreement.

g. Neither HVA nor any of its personnel, in their capacity as providing Services pursuant to this Agreement, shall in any way be involved in the fire suppression or other direct activities of the Fire Department.

1.2.2. Exceptions to Services. HVA's obligations for Services pursuant to this Agreement are limited, however, by HVA's technical ability to adequately receive telephone information, as well as receive and transmit radio transmissions. The parties acknowledge that callers reporting emergencies are often difficult to understand and locate. The parties further acknowledge that HVA and the Fire Department utilize communications systems that neither party owns or maintains. HVA shall not be obligated to provide services pursuant to this Agreement if it is unable to do so for any reasons beyond its reasonable control.

1.3 Telecommunications Equipment. HVA agrees to provide Services using appropriate telecommunications equipment, including radio control consoles, radio base stations, telephone answering equipment, computer aided dispatch software, and telephone recording equipment. For the equipment that HVA owns and controls, HVA shall be responsible for the maintenance and repair of the above-mentioned telecommunications equipment.

1.4 Personnel. HVA shall provide qualified personnel to provide communications and dispatch service pursuant to this Agreement.

1.5 Performance Standards. HVA shall provide Services in good faith, in a timely manner, and accordance with industry standards.

1.6 Compliance with Law, Rules, and Regulations. In its performance of this Agreement, HVA shall comply with all laws, rules, regulations, ordinances and permits relevant to the provision of Services.

1.7 Non-Discrimination. HVA will not discriminate against any individual that requests Services, nor any employee or applicant for employment because of race, creed, color, sex, sexual preference, national origin, physical handicap, age, height, weight, marital status, veteran status, religion or political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of HVA's business).

## SECTION 2

### SERVICES, EQUIPMENT AND PERSONNEL TO BE PROVIDED BY THE SUPERIOR CHARTER TOWNSHIP FIRE DEPARTMENT

2.1 General Statement. The Township and the Fire Department shall retain ultimate authority and control over its own governance and operations.

2.2 Communications and Computer Equipment. The Fire Department shall provide and be responsible for its own radio communications and computer equipment for its individual stations, trucks and personnel.

2.3 Specialized Communications and Computer Equipment. It will be the responsibility of the Fire Department to provide to HVA any specialized communications or computer equipment, which is unique to its specific needs, and not used by HVA or the other fire departments that it provides Services for.

2.3 Compliance with Laws, Rules and Regulations. The Township and the Fire Department shall comply with all necessary laws, rules, regulations, ordinances, licenses or permits relevant to the provision of its responsibilities pursuant to this Agreement.

## SECTION 3

### PAYMENTS TO HVA FOR SERVICES, EQUIPMENT AND PERSONNEL

3.1 Basic Provision. In consideration of receiving Services, equipment and personnel provided by HVA to the Fire Department, the Township agrees to pay HVA monthly fee, which is recalculated annually. The fee, which is further described in Appendix "A", is determined by dividing HVA's total cost of providing ambulance and fire department dispatching services by the activity of all of the individual agencies dispatched ("Dispatched Agencies").

3.2 First Year Fee. For the initial annual period of July 1, 2010 through June 30, 2011, the monthly fee for the Township is \$ 1,771.60 for a total fee of \$21,259.20 annually.

3.3 Payment. The Township shall pay HVA within sixty (60) days of receipt of invoice.

3.4 Subsequent Annual Fees. Each January, HVA will determine the cost and volume of activity for all of its Dispatched Agencies for the previous calendar year. This calculation will be used in determine the rate for the subsequent period beginning on July 1<sup>st</sup>. HVA shall notify the Township of the fee for the following period no later than February 28<sup>th</sup>.

## SECTION 4

### TERM AND TERMINATION

4.1 Term. This Agreement shall commence on July 1, 2010 and continue through June 30, 2011. Thereafter, this Agreement shall be automatically renewed for additional, successive one (1) year terms unless terminated by either party by giving the other at least sixty (60) days advance written notice.

In the event that either party provides notice of termination under this Section, HVA shall continue to provide Services to the Fire Department for up to three (3) months after the termination date, until September 30<sup>th</sup>, under the prevailing current fee while the Township makes other arrangements for dispatching services.

4.2 Termination. This Agreement may be sooner terminated as set forth below.

4.2.1. Termination During Annual Renewal. The agreement may be terminated by either party in accordance with Section 4.1.

4.2.2. Event of Substantial Default. In the event that either party has substantially defaulted in the performance of any obligation under this Agreement, the objecting party shall provide the defaulting party with written notice of the substantial default. If the default has not been cured within thirty (30) days, the objecting party shall have the option to terminate this Agreement.

4.2.3. Mutual Agreement. This Agreement may be sooner terminated by mutual written agreement of the parties.

4.2.4. Loss or Reduction of Insurance Coverage. In the event either HVA or the Township shall receive notice of a prospective change in the scope of insurance carried by either party pursuant to this Agreement; or with respect to an unreasonable increase in premiums charged for such insurance; or with respect to any other change in such insurance that is adverse to the insured or adverse to the party paying premiums, then, if such change would be a material change in such premiums, coverage, or other terms, the party receiving such notice shall at once give written notice of such change to the other party to this Agreement.

Either party to this Agreement, if adversely affected by such change, may terminate this Agreement on grounds of such change by giving at least thirty (30) calendar day's written notice of termination to the other party. In no event shall such termination be effective prior to the date when the Insurance change goes into effect.

Either party to this Agreement, upon receiving notice of termination under this Section 4.2.4., may elect to prevent termination by curing the change. For purposes of the prior sentence: (a) with respect to a premium increase, "cure" means paying the increased premium for the balance of the Agreement's term; (b) with respect to termination, reduction in coverage, or other changes, "cure" means providing substitute coverage or substitute insurance.

4.3 Post-Termination Obligations. Upon termination of this Agreement, the parties shall cooperate with each other in the orderly transfer of obligations under this Agreement. Following the effective date of termination, each party shall remain liable for their own obligations or liabilities arising from activities carried on prior to the effective date of termination.

## SECTION 5

### GENERAL PROVISIONS

#### 5.1 Insurance.

##### 5.1.1. HVA.

a. Errors and Omissions Insurance. HVA shall provide commercial insurance to cover errors and omissions for Services, equipment and personnel provided to the Township pursuant to this Agreement. Insurance shall be in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate, covering the activities of HVA, the Township, and their employees, elected officials, directors, officers and agents in connection with the obligations performed by each party pursuant to this Agreement.

b. Comprehensive General Liability Insurance. HVA shall provide commercial comprehensive general liability insurance in the amount of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate, covering the respective activities of HVA, its employees, directors, officers and agents in connection with its obligations performed pursuant to this Agreement.

5.1.2. Notice of Claim. In the event any claim is asserted against either party to this Agreement, or both of them, or against one or more of them, and one or more other persons, the parties of this Agreement shall give prompt notice of such claim to one another and shall cooperate in the defense of such claim, to the extent their separate interests permit.

5.2 Independent Contractor Relationship. It is expressly understood and agreed by the parties that HVA is acting as an independent contractor with respect to the provision of Services, equipment and personnel to the Township and Fire Department pursuant to this Agreement. Nothing in this Agreement is intended to create an employer/employee or joint venture relationship or allow the Township to exercise control or direction over the manner or method by which HVA performs Services which are the subject matter of this Agreement; provided always that the Services to be provided by HVA shall be provided in a manner consistent with the provisions of this Agreement.

5.3 Compliance with Laws and Regulations. HVA shall comply with all federal, state and local regulations, including, but not limited to all applicable OSHA/MIOSHA requirements and the Americans With Disabilities Act.

5.4 Interpretation of Agreement. This Agreement shall be governed by and interpreted under the laws of the State of Michigan.

5.5 Amendments. This Agreement contains the entire agreement between the parties hereto, and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any additions or amendments to this Agreement subsequent hereto shall be of no force and effect unless in writing and signed by both parties.

5.6 Non-Assumption of Liabilities. Neither party hereto, by entering into and performing this Agreement, shall become liable for any of the existing or future liabilities of the other party or of anyone affiliated with the other party, except as expressly provided herein. It is not the intent of the parties that either party assume the risks of anyone else or become guarantor, insurer, or indemnitor for anyone else, except as expressly provided herein. In no event shall either party be liable to the other for special, incidental or consequential damages, even if the other party has been advised of the possibility of such damages.

5.7 Limited Enforcement. This Agreement is intended solely for the benefit of the parties hereto, and there is no intention, express or otherwise, to create rights or interest for any party or persons other than the Township and HVA.

5.8 No Assignment. Neither party shall have the right to assign their rights and obligations under this Agreement without advance, written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed of the \_\_\_ day of \_\_\_\_\_, 20\_\_;

SUPERIOR CHARTER TOWNSHIP  
("TOWNSHIP")

HURON VALLEY AMBULANCE ("HVA")

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: Supervisor

Its: President and CEO

By: \_\_\_\_\_

Its: Clerk

By: James W Roberts

Its: Fire Chief

## APPENDIX "A"

HVA shall maintain an accounting of expenses for dispatching services in a separate and distinct cost center. The cost center shall include all expenses which are incurred in jointly dispatching all fire departments and ambulance services, including but not limited to facility depreciation, leasehold improvements, building maintenance, property taxes (if any), utilities including gas, electric, water and sewer, common radio equipment, common computer equipment software and other technology, back up electrical generators or supplies, telecommunications maintenance agreements, software licenses and support, personnel including wages and benefits and allocated costs for administrative support.

HVA and individual fire departments shall be responsible for their own mobile and portable radio equipment, mobile data terminals, station communications equipment, as well as specialized telecommunications connectivity such as ISDN, T1, microwave, fiber or other similar technologies.

Each January, HVA will determine the total expense of providing shared dispatching services (the cost) for the preceding 12-month period, ending December 31<sup>st</sup>.

HVA will also determine the number of dispatched alarms (the activity) provided to each fire department and ambulance service. As used here, a "dispatched alarm" refers to an incident in which fire department or ambulance service is dispatched, without respect to whether a communication to or from HVA played a role in its dispatching. Each incident shall constitute a single "dispatched alarm", whether one or several pieces of equipment/vehicles were dispatched, and whether there is or is not ultimately a need for the agency's services at the scene.

The annual Cost will then be divided by the annual Activity to determine the "per dispatch" cost. The per dispatch cost and the individual agency's activity will be used to determine the amount to be charged for the next 12-month period beginning July 1<sup>st</sup>. The "per dispatch cost" beginning July 1<sup>st</sup> will be \$16.57. This rate shall be effective through June 30, 2011.

**COUNTY OF WASHTENAW COMMUNITY DEVELOPMENT AGREEMENT  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG PROGRAM)**

This AGREEMENT dated the \_\_\_\_\_ day of \_\_\_\_\_, 2010, is between the COUNTY OF WASHTENAW, a municipal corporation, with office located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("COUNTY") and the CHARTER TOWNSHIP OF SUPERIOR, a municipal corporation, with offices located at 3040 N. Prospect Road, Ypsilanti, Michigan 48198, ("TOWNSHIP").

WHEREAS, the COUNTY receives funds from the United States Department of Housing and Urban Development (HUD) pursuant to HUD's Community Development Block Grant Entitlement Communities Grants ("CDBG") and the COUNTY is authorized to award CDBG funds pursuant to Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended; 42 U.S.C. 5301, et. seq.; and

WHEREAS, the COUNTY has been designated as an entitlement county for the CDBG Program and acts as the lead entity for the Washtenaw Urban County, which consists of the COUNTY, Ypsilanti Township, Superior Township, Salem Township, Northfield Township, Ann Arbor Township, Scio Township, York Township, the City of Ypsilanti, the City of Ann Arbor, Pittsfield Township, and Bridgewater Township; and

WHEREAS, the 2009-10 Superior Township Public Improvement Project – Harris Road Non-Motorized Trail has been approved by the Urban County Executive Committee for funding under the CDBG Program; and

WHEREAS, the TOWNSHIP has agreed to collaborate with the Office of Community Development to manage this public improvement project; and

WHEREAS, the Urban County Executive Committee has approved \$150,000 in Urban County CDBG funding comprised of \$60,000 in 2009 Urban County CDBG funding and \$90,000 in 2008 and 2007 Urban County CDBG funding as a grant to the TOWNSHIP to support the eligible public improvement activities within the Urban County boundaries, as specified in this Agreement; and

WHEREAS, this allocation of CDBG funding will leverage local funding from Superior Township to pay for the design, project management and construction costs of this project; and

In consideration of the mutual covenants and obligations contained in this Agreement, including the Attachments, and subject to the terms and conditions stated, THE PARTIES AGREE AS FOLLOWS:

1. **USE OF FUNDS:** [24 CFR 570.503(b)(1)]
  - A. **SCOPE OF SERVICES:** TOWNSHIP agrees to use COUNTY CDBG funds for the eligible costs of constructing the non-motorized trail on Harris Road (MacArthur Road to Geddes Road, CT 4074, BG(s) 1 - 3). TOWNSHIP will work with the Office of Community Development and the OHM Engineering Advisors to coordinate the bidding and procurement of all services necessary to complete the project and shall perform all services necessary to complete the project as set forth in Attachment A.
  - B. **SCHEDULE:** Timely completion of the work specified in this Agreement is essential. By signing this Agreement, TOWNSHIP agrees to make every effort to ensure that the project will not be delayed. Failure to meet deadlines may result in cancellation of this Agreement and the revocation of COUNTY CDBG funds.
  - C. **BUDGET:** TOWNSHIP expressly agrees to complete all work in accordance with the budgets set forth in Attachment B.
  - D. **INELIGIBLE ACTIVITIES:** TOWNSHIP expressly agrees not to use CDBG funding for the following prohibited uses: a) purchasing equipment without approval from the Office of Community Development, b) using the funds for operating and maintenance expenses, c) constructing new housing, and d) providing income payments.

## CR 41924

- E. TOWNSHIP expressly agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- F. The TOWNSHIP will use local funds to pay for the engineering, project management, inspections, and any cost overruns that are related to this project. For record keeping purposes, the TOWNSHIP will submit a summary of all of the project costs to the Office of Community Development.
- G. TOWNSHIP designee will meet with Community Development staff after bids are received to review the project costs and time schedule.

### 2. RECORDS AND REPORTS: [24 CFR 570.503(b)(2)]

- A. TOWNSHIP agrees to maintain all required records and submit reports on forms provided by the COUNTY within two weeks after the end of the program year.
- B. TOWNSHIP agrees to prepare and submit reports every six months, or as otherwise directed, to the Director of the Office of Community Development or his/her designee; and to cooperate and confer with him/her as necessary to ensure satisfactory work progress.
- C. TOWNSHIP agrees to maintain all records required by the federal regulations specified in 24 CFR 570.206 that are pertinent to the activities funded under this Agreement for a minimum of five years, starting from the date of the submission of the annual performance and evaluation report, in which the specific activity is reported to HUD for the final time. If litigation claims, audits, negotiations or other actions are initiated prior to the expiration of the five-year period, then such records shall be retained until all related issues have been resolved.
- D. All reports, estimates, memoranda and documents submitted by TOWNSHIP must be dated and bear designee's name.
- E. All reports made in connection with the Agreement are subject to review and final approval by the COUNTY.
- F. TOWNSHIP shall provide an annual project audit of revenues and expenses based upon TOWNSHIP's budget calendar.
- G. TOWNSHIP agrees to maintain project-related data demonstrating participant and project eligibility for services provided pursuant to this Agreement. Such data includes, but is not limited to, names, addresses, funding amounts, sources and uses of funding, property values, construction records, inspection reports, mortgage and security documents, signed applications, source documentations for household income level or other basis for determining eligibility, and descriptions of services provided. This information shall be made available to COUNTY upon request.
- H. TOWNSHIP shall forward copies of all executed subcontracts to the Office of Community Development along with documentation of the selection process.

### 3. PROGRAM INCOME: [24 CFR 570.503(b)(3)]

Pursuant to 24 CFR 570.504(c), TOWNSHIP agrees that program income, unexpected funds or other assets will not be retained by TOWNSHIP for other eligible activities, but will be returned to the COUNTY and will be deposited into the CDBG Program Income Account. The activities to be undertaken with program income are noted in Section 1B. of this Agreement. All provisions of this Agreement shall apply to the specified activities. Transfers of grant funds by the COUNTY to TOWNSHIP shall be adjusted according to the principles described in 24 CFR 580.504(b)(2) (i), (ii). Any program income on hand when the agreement expires, or received after the agreement's expiration, shall be paid to the COUNTY as required by 24 CFR 570.503(b)(8) as noted in Article 8 of this Agreement.

### 4. UNIFORM ADMINISTRATIVE REQUIREMENTS: [24 CFR 570.503(b)(4)]

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- A. Governmental Entities: OMB Circular No. A-87, OMB Circular A-128 as implemented at 24 CFR part 44), and applicable provisions of 24 CFR part 85.
- B. Non-Profit Entities: OMB Circular No. A-122, OMB Circular No. A-21, and OMB Circular A-133, as set forth in 24 CFR part 45, as applicable.
- C. Audits: Audits shall be conducted annually. TOWNSHIP shall also comply with applicable provisions of OMB Circular A-110, as implemented at 24 CFR part 84.
- D. Uniform administrative requirements and cost principles. OMB Circular A-128 (implemented at 24 CFR part 44).
- 5. **OTHER PROGRAM REQUIREMENTS:** [24 CFR 570.603(b)(5)]

TOWNSHIP agrees to comply with the provisions of 24 CFR 570 Subpart K as follows:

- A. Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063, as applicable under 24 CFR 570.601
- B. Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, as applicable under 24 CFR 570.601(a)(1).
- C. Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620), as applicable under 24 CFR 570.601(a)(2)
- D. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply as applicable under 24 CFR 570.601(b).
- E. In accordance with County regulations and 24 CFR 507.602, Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, sexual orientation, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.
- F. Labor standards.
  - (i) In a construction project that has a total cost which exceeds two thousand dollars (\$2,000.00), TOWNSHIP agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a-276a - 5). In accordance with 24 CFR 570.603 (a), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) applies to the rehabilitation of residential property only if such property contains not less than 8 units.
  - (ii) TOWNSHIP agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 276 et. seq.).
  - (iii) In accordance with 24 CFR 570.603(b), the regulations in 24 CFR part 70 apply to the use of volunteers.
  - (iv) TOWNSHIP agrees that all of its agents, employees, contractors, and subcontractors will be sufficiently and properly trained to perform activities under this Agreement.
  - (v) In accordance with the Drug-Free Workplace Act of 1998 and the rules found at 24 CFR Part 24, subpart F, TOWNSHIP agrees to provide a drug-free workplace.
  - (vi) TOWNSHIP agrees to ensure that all contracts and subcontracts awarded under this Agreement will be awarded on a fair and open competition basis and in accordance with the Office of Community Development Procurement Policy. The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.
  - (vii) TOWNSHIP agrees to comply with the Living Wage Ordinance enacted by the COUNTY requiring covered vendors who execute a service or professional contract with the COUNTY to pay their employees under that

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contract, a minimum of either \$10.88 per hour with benefits or \$12.75 per hour without benefits. TOWNSHIP understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 31, 2010 and annually thereafter which amount shall be automatically incorporated into this Agreement. COUNTY agrees to give TOWNSHIP thirty (30) days written notice of such change. TOWNSHIP agrees to post a notice containing the COUNTY'S Living Wage requirements at a location at its place of business accessed by its employees.

(viii) TOWNSHIP agrees to Equal Opportunity Employment.

- (1) Except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business, TOWNSHIP will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.
- (2) TOWNSHIP will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of an applicant and the treatment of employees. Affirmative action includes, but is not limited to, employment, upgrading, demotion or transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training and apprenticeship.
- (3) TOWNSHIP agrees to post notices containing the policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of TOWNSHIP, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

- G. National Flood Insurance Program. Pursuant to 24 CFR 570.605, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under 24 CFR 570.
- H. Displacement, relocation, acquisition, and replacement of housing. If property is occupied at the time of this Agreement, TOWNSHIP will comply with the requirements of 24 CFR 570.606.
- I. Employment and contracting opportunities. Pursuant to 24 CFR 570.607, TOWNSHIP shall comply with:
- (i) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12066, and 12107 (3 CFR, 1964-1965 Comp., p.339; 3 CFR, 1986-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) and the implementing regulations at 41 CFR chapter 60; and
  - (ii) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.
- J. Lead-based paint. Pursuant to 24 CFR 570.608, TOWNSHIP agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.
- K. Use of debarred, suspended or ineligible contractors or sub recipients is prohibited. Pursuant to 24 CFR 570.609, the requirements set forth in 24 CFR part 5 apply to this program. By signing this Contract, TOWNSHIP assures the COUNTY that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
  2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
  3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and;

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4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

### L. Conflict of interest. Pursuant to 24 CFR 570.611:

- (i) In the procurement of supplies, equipment, construction, and services the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
- (ii) In all other cases, the following provisions apply:
  - (a) TOWNSHIP warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner with the performance of its services under this Agreement. TOWNSHIP further warrants that it will not employ persons having such an interest.
  - (b) These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY or of TOWNSHIP.
  - (c) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of 24 CFR 570.611(d).
- (iii) TOWNSHIP agrees that no funds received and no personnel employed pursuant to this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code, which is commonly referred to as "The Hatch Act".

### M. Eligibility restrictions for certain resident aliens. In accordance with 24 CFR 570.613, certain individuals are ineligible to receive funds under this program.

- (i) Restriction. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the Community Development Block Grant Program. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in this program. "Benefits" do not include relocation services and payments to which displacees are entitled by law.
- (ii) Covered activities. "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:
  - (1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
  - (2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.
- (iii) Limitation on coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.
- (iv) Compliance. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.

### N. Architectural Barriers Act and the Americans with Disabilities Act. Pursuant to 24 CFR 570.614, TOWNSHIP agrees to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6), and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).

### O. Environmental Standards. Pursuant to 24 CFR Part 58, TOWNSHIP agrees to comply with the National Environmental Policy Act of 1969, the Clean Air Act, and the National Historic Preservation Act of 1966, regarding environmental review, decision making, and actions and responsibilities related to the execution of all federally-funded projects.

## 6. SUSPENSION AND TERMINATION: [24 CFR 570.503(b)(7)]

In accordance with 24 CFR 85.43, suspension or termination may occur if TOWNSHIP materially fails to comply with any term of this Agreement. This agreement may also be terminated in accordance with the provisions of 24 CFR 85.44.

## 7. REVERSION OF ASSETS. [24 CFR 570.503(b)(8)]

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As indicated in Article 3 of this Agreement, TOWNSHIP shall transfer to COUNTY any CDBG funds on hand at the time of expiration of this Agreement and any accounts receivable attributable to the use of CDBG funds. Any real property under TOWNSHIP's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 is used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of this Agreement, or for such longer period of time as determined to be appropriate by the COUNTY; or not used in accordance with one of the national objectives as discussed in this section, in which event, the TOWNSHIP shall pay to the COUNTY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property. The payment is program income to the COUNTY.

### 8. REQUESTS FOR DISBURSEMENT OF FUNDS:

- A. The County shall pay TOWNSHIP an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00), comprised of Ninety Thousand Dollars (\$90,000) in 2009 CDBG FUNDING and Sixty Thousand Dollars (\$60,000), in 2007 & 2008 CDBG FUNDING to accomplish the work detailed in this Agreement. TOWNSHIP will comply with established COUNTY disbursement schedules and procedures. CDBG funds will be disbursed to the TOWNSHIP upon submission of invoices for work completed and inspected. TOWNSHIP will provide the OCD with proof of interim & final inspections, final project budget (including engineering/project management costs), original Davis-Bacon and Section 3 paperwork, sworn statements from contractors, and waivers of lien with final request for reimbursement of CDBG-eligible costs. All checks, invoices, contracts, vouchers, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.
- B. TOWNSHIP agrees that all CDBG funds will be disbursed within 30 business days of receipt. In no event will a disbursement or further disbursements be made after a notice by the COUNTY of a violation of this Agreement, which violation has not been corrected to the satisfaction of the COUNTY.
- C. TOWNSHIP agrees that payments for services, supplies or materials shall not exceed the amount ordinarily paid for such services, supplies or materials in the area where the services are rendered or the supplies or materials are furnished. All cost overruns shall be the responsibility of TOWNSHIP.

### 10. ENFORCEMENT OF AGREEMENT: [24 CFR 92.504(c)(3)(vii)]

In the event TOWNSHIP breaches this Agreement or any of the loan documents to be executed, the COUNTY shall have full remedies consistent with the purpose of this Agreement and as set forth in the loan documents. Remedies include, but are not limited to: COUNTY providing direction to TOWNSHIP in project management; deed restrictions, property liens, appointing a receiver to manage the project according to terms of this Agreement; taking possession of the project and managing it; purchasing the property, and all remedies set forth in the parties loan documents and assignment of rent document, if applicable. It is the intent of the parties that these remedies be exercised in a manner appropriate in light of the breach and that this project shall continue to provide housing for the target population of low-income individuals. In the event of any breach, each lender shall be responsible for enforcement of its own loan/grant documents.

The COUNTY may terminate this Agreement, in whole or in part, at any time before the date of completion, whenever it is determined that TOWNSHIP has failed to comply with the terms and conditions of this Agreement or in the event that funds are no longer available to the COUNTY. The COUNTY shall promptly notify TOWNSHIP in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the COUNTY shall be in accordance with the legal rights and liabilities of the parties.

It is the parties' intent that the obligations created by this Agreement be enforceable by all parties to this Agreement. This Agreement is binding upon the parties to this Agreement and upon their successors, heirs and assigns, except as prohibited by this Agreement. Each of the promises and restrictions shall run with the land from the date of this Agreement. Neither the COUNTY nor TOWNSHIP will assign or transfer interest without the written consent of the other.

### 11. DURATION OF AGREEMENT:

This project starts on June 1, 2010 and ends on December 31, 2011.

**12. PRACTICE AND ETHICS:**

Each party shall conform to the code of ethics of its respective national professional associations.

**13. EQUAL ACCESS:**

TOWNSHIP agrees to adhere to the terms of this Agreement without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

**14. CONTINGENT FEES:**

TOWNSHIP promises that it has not employed or retained any company or person, other than bona fide employees working solely for TOWNSHIP, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for TOWNSHIP, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of this promise, the COUNTY may cancel this Agreement without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due to TOWNSHIP.

**15. PAYROLL TAXES:**

TOWNSHIP is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the COUNTY against such liability.

**16. SECURITY:**

TOWNSHIP agrees to execute all appropriate documents to secure and to provide for the repayment of funds advanced by the COUNTY and other lenders as well as to enforce the provisions of this Agreement. TOWNSHIP shall not incur additional debt secured by this property without written approval of the COUNTY and any other lenders. TOWNSHIP may refinance at any time, so long as the amount financed shall not exceed the amount currently financed and so long as TOWNSHIP is in compliance with the terms of this Agreement.

**17. INSURANCE REQUIREMENTS:**

TOWNSHIP agrees to require any contractor, subcontractor, or consultant to maintain at the expense of the contractor, subcontractor, or consultant, the following insurance coverage as applicable:

- A. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
- C. Comprehensive/Commercial General Liability Insurance with a combined single limits of \$1,000,000 each occurrence for bodily injury and property damage. The COUNTY shall be added as "additional insured" on this Policy with respect to the service provided under this Agreement.
- D. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms shall be subject to the approval of the COUNTY. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions that reduce coverage provided to the COUNTY. TOWNSHIP shall be responsible to COUNTY or insurance companies for all costs resulting from both financially unsound insurance companies selected and inadequate insurance coverage. TOWNSHIP shall furnish the COUNTY with satisfactory certificates of insurance or a certified copy of the policy, if requested.

No payments will be made to TOWNSHIP until current certificates of insurance have been received and approved by the COUNTY. If the insurance expires or is canceled during the term of this Agreement, services and related payments will be suspended. TOWNSHIP shall furnish the COUNTY with certification of insurance evidencing such coverage and endorsements at least ten (10) business days prior to commencement of services under this Agreement. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

**18. INDEMNIFICATION:**

TOWNSHIP will protect, defend and indemnify the COUNTY, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including TOWNSHIP's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the COUNTY in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this Agreement resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or employee, agent or representative of TOWNSHIP.

**19. CONTRACT AMENDMENT:**

Changes mutually agreed upon by the COUNTY and TOWNSHIP will be incorporated into this Agreement by written amendments signed by both parties.

**20. CHOICE OF LAW AND SEVERABILITY:**

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this Agreement is in Washtenaw County, Michigan. If any provision or provisions set forth in this document is in conflict with any Michigan law or is otherwise unenforceable, that provision is void to the extent of the conflict and is severable from and does not invalidate any other provision of this Agreement.

**21. HEADINGS:**

The headings in this Agreement are for convenience of reference only and shall not affect the meaning of this Agreement.

**22. SIGNATURE AUTHORITY:**

The individuals signing this Agreement have the requisite authority to do so and bind TOWNSHIP to the terms and conditions herein.

**23. ENTIRE CONTRACT:**

This Agreement represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first written above.

ATTESTED TO:

WASHTENAW URBAN COUNTY:

By: \_\_\_\_\_  
Lawrence Kestenbaum (DATE)  
County Clerk/Register

By: \_\_\_\_\_  
Verna J. McDaniel (DATE)  
County Administrator

ATTESTED TO:

SUPERIOR CHARTER TOWNSHIP:

By: \_\_\_\_\_  
David Phillips (DATE)  
Township Clerk

By: \_\_\_\_\_  
William McFarlane (DATE)  
Township Supervisor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: \_\_\_\_\_  
Curtis N. Hedger (DATE)  
Office of Corporation Counsel

By: \_\_\_\_\_  
Mary Jo Callan, Director (DATE)  
Office of Community Development

ATTACHMENT A- SCOPE OF SERVICES & TIMELINE

**NARRATIVE DESCRIPTION/ SCOPE OF WORK:**

WASHTENAW COUNTY will contract with the TOWNSHIP to construct a non-motorized trail on Harris Road in a low-and moderate-income neighborhood of the TOWNSHIP. This project will be paid for with a combination of 2009, 2008, and 2007 CDBG funds, and Superior Township General Funds, according to the budget in Attachment B. The TOWNSHIP shall coordinate with the Office of Community Development to assure that the requirements for public improvement project are met, according to the following timeline:

**SPECIAL CONDITIONS:**

The TOWNSHIP shall also coordinate with the Office of Community Development to assure that the following requirements for the public facility improvement project are met:

1. CONTRACTOR(s) must follow the requirements of the Davis-Bacon Act and Wage Determination and the Section 3 Program as provided by the Office of Community Development to Orchard, Hiltz, McCliment ("OHM")
2. CONTRACTOR(s) shall submit a project timeline and attend a pre-construction conference with the Office of Community Development.
3. Upon completion of the bid review process, TOWNSHIP will submit award documents to the Office of Community Development.
4. TOWNSHIP will be subject to the monitoring requirements of the U.S. Department of Housing and Urban Development (HUD) as a recipient of CDBG funds. The monitoring will be conducted by Office of Community Development staff.
5. TOWNSHIP will assure that the bid is sent to the list of minority and women-owned businesses, as provided by the Office of Community Development.
6. CONTRACTOR(s) agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project.
7. CONTRACTOR(s) agree to maintain performance & payment bonds, as indicated in the 2009-10 RFP documents issued by the OHM.

## PROJECT TIMELINE:

Activity	Deadline
OHM will advertise for bids on project.	6/2/10
Contractors will have opportunity to pick up plan and bid documents.	6/2/10
TOWNSHIP will provide audit, drug-free workplace policy, and nondiscrimination in services & employment policy to the Office of Community Development.	1/1/10
OHM will hold bid opening.	6/16/10
OHM and TOWNSHIP will award contract to lowest responsible and responsive bidder.	6/21/10
OHM will send a notice to proceed to winning bidder.	6/22/10
Contractor will begin construction of trail.	7/12/10
Office of Community Development will perform Davis-Bacon Interviews.	7/26/10-8/9/10
Contractor will achieve substantial completion of trail.	9/3/10
Contractor will complete path and OHM and Township will inspect construction of path.	10/1/10
Township will submit request for reimbursement, along with accompanying sworn statements and required, original Davis-Bacon payroll and compliance forms.	12/1/10

ATTACHMENT B- PROJECT BUDGET

SUMMARY OF TERMS:

The COUNTY agrees to pay to or on behalf of the TOWNSHIP the sum of \$150,000 comprised of 2009, 2008, and 2007 CDBG Funds according to the according to the budget below.

PROJECT BUDGET:

PROGRAM BUDGET		NAME:	2009 NON-MOTORIZED TRAIL	
REVENUE SOURCE(S):	THIS REQUEST		SUPERIOR TOWNSHIP	TOTAL
Grant Amounts – CDBG	\$150,000		\$150,000	\$150,000.00
Other Support – Superior Twp.	\$3,000		\$3,000	\$3,000.00
Status of Funds	Secured			
<b>Total Revenues</b>	<b>\$153,000.00</b>		<b>\$153,000.00</b>	<b>\$153,000.00</b>
PROGRAM EXPENSES	THIS REQUEST		SUPERIOR TOWNSHIP	TOTAL
Personnel, Taxes & Fringe Benefits				
Engineering, Design & Testing	\$3,000		\$3,000	\$3,000.00
Space & Related Costs				
Printing / Supplies				
Specific Assistance - scholarships				
Audit				
Program Evaluation				
Marketing				
Other – postage, communications				
Other – travel, insurance				
Other – staff development				
Other – fundraising expense				
Construction	\$150,000		\$150,000	\$150,000.00
<b>Total Expenditures</b>	<b>\$153,000.00</b>		<b>\$153,000.00</b>	<b>\$153,000.00</b>

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
JANUARY 20, 2009  
ADOPTED MINUTES  
PAGE 7**

Roll call vote:

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

Nays: None

The motion carried.

**B. PROPOSAL FOR HARRIS ROAD NON-MOTORIZED TRAIL**

The Township is proposing to construct a non-motorized trail along the west-side of Harris Road from MacArthur Blvd to the proposed non-motorized trail along Geddes Road. The total cost of the project is estimated at \$153,000. The Township is in the process of applying for approximately \$90,000 from Urban County, CBDC funds and \$60,000 from the Washtenaw County Parks and Recreation Department. The Township's Engineers, Orchard, Hiltz and McCliment, Inc., have submitted a proposal to complete engineering services for: pathway design, permitting and procurement (\$3,000); contract administration and construction engineering (\$15,000); construction observation (\$7,000); and construction staking (\$2,000), for total of \$27,000. The Township would be required to provide \$3,000 in matching funds for engineering design.

It was moved by Lewis, seconded by McKinney, to approve Orchard, Hiltz and McCliment, Inc. to complete design engineering services on the Harris Road Non-Motorized Trail for an amount not to exceed \$3,000, contingent upon the Township securing Urban County Community Development Block Grants and Washtenaw County Parks and Recreation Commission funding.

Roll call vote:

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

Nays: None

The motion carried.

**C. POSTING THE TOWNSHIP BOARD MEETING PACKET ON THE TOWNSHIP WEBPAGE**

To: Superior Township Board of Trustees  
 From: Utility Department  
 Date: July 19, 2010  
 Re: 2010 Budget Amendment (1st)



Acct. #	Account Name	Increase	Decrease	Approved	REQUESTED	Explanation
<b>O&amp;M:</b>						
408	Penalty Income		7,000	57,000	\$50,000	Fewer Penalized Accounts
441	Interest on Bank Accts.	2,200		3,000	\$5,200	Higher Interest Rates
	<b>Total Revenue</b>	<b>\$2,200</b>	<b>\$7,000</b>			
602	Overtime Premium		2,111	6,111	\$4,000	4/10s Has Reduced Overtime
668-AB	Telecomm. - Adm. Bldg.		2,000	6,000	\$4,000	Lower Telephone Rates
677-AB	Leased Equip. - Adm. Bldg.		1,500	4,500	\$3,000	New Equipment W/Lower Rates
678-AB	Cleaning Serv. - Adm. Bldg.		2,000	4,000	\$2,000	Lower Weekly Cleaning Rate
668-MF	Telcomm. - Maint. Fac.	700		3,500	\$4,200	Higher Telephone Rates
632	Prof. Serv. - Auditors		35	5,550	\$5,515	Book to Actual Invoice
638	Prof. Serv. - Mag. Wright.	100		400	\$500	Greater Usage of Online Payments
701	Bad Debt Expense	2,910		0	\$2,910	Write Off Bromley Park Condo Util Access
	<b>Total Expenses</b>	<b>\$3,710</b>	<b>\$7,646</b>			
	<b>Total Rev. &amp; Exp.</b>	<b>(\$1,510)</b>	<b>(\$646)</b>	<b>(\$864)</b>		
856	Transfers to Cap. Res.		864	192,683	\$191,819	Decreased Transfer to Capital Reserves
<b>Capital Reserves:</b>						
416	T&T Revenue		\$105,000	\$105,000	\$0	No Development This Year
	<b>Total Revenue</b>	<b>\$0</b>	<b>\$105,000</b>			
675	Depreciation Expense	24,664		700,000	\$724,664	Depreciation Exp. From Auditors
	<b>Total Expenses</b>	<b>\$24,664</b>	<b>\$0</b>			
	<b>Total Rev. &amp; Exp.</b>	<b>(\$24,664)</b>	<b>\$105,000</b>	<b>(\$129,664)</b>		
809	Transfers from O&M		864	192,683	\$191,819	Decreased Transfer from O&M
<b>Debt Service:</b>						
441	Interest on Bank Accts.	\$3,000		\$3,100	\$6,100	Higher Interest Rates
	<b>Total Revenue</b>	<b>\$3,000</b>	<b>\$0</b>			
	<b>Total Rev. &amp; Exp.</b>	<b>\$3,000</b>	<b>\$0</b>	<b>\$3,000</b>		
<b>System Repair Reserve:</b>						
441	Interest on Bank Accts.	\$1,500		\$1,500	\$3,000	Higher Interest Rates
	<b>Total Revenue</b>	<b>\$1,500</b>	<b>\$0</b>			
	<b>Total Rev. &amp; Exp.</b>	<b>\$1,500</b>	<b>\$0</b>	<b>\$1,500</b>		

To: Superior Township Board of Trustees

From: Utility Department

Date: July 19, 2010

Re: 2010 Budget Amendment (1st)



UTILITY DEPARTMENT

Acct. #	Account Name	Increase	Decrease	Approved	REQUESTED	Explanation
<b>O&amp;M:</b>						
408	Penalty Income		7,000	57,000	\$50,000	Higher Penalized Accounts
441	Interest on Bank Accts.	2,200		5,000	\$5,200	Higher Interest Rates
	<b>Total Revenue</b>	\$2,200	\$7,000			
532	Overtime Premium		2,111	6,111	\$4,000	4/10s Has Reduced Overtime
668-AB	Telecomm. - Adm. Bldg.		2,000	6,000	\$4,000	Lower Telephone Rates
677-AB	Leased Equip. - Adm. Bldg.		1,500	4,500	\$3,000	New Equipment Willower Rates
678-AB	Cleaning Serv. - Adm. Bldg.		2,000	4,000	\$2,000	Lower Weekly Cleaning Rate
668-MF	Telecomm. - Maint. Fac.	700		3,500	\$4,200	Higher Telephone Rates
632	Prof. Serv. - Auditors		35	5,530	\$5,515	Book to Actual Invoice
638	Prof. Serv. - Mag. Wright	100		400	\$500	Greater Usage of Online Payments
701	Bad Debt Expense	2,910		0	\$2,910	Write Off Bromley Park Condo Util Access
	<b>Total Expenses</b>	\$3,710	\$7,646			
856	<b>Total Rev. &amp; Exp.</b>	(\$1,510)	(\$646)	(\$864)		
	Transfers to Cap. Res.		\$64	192,683	\$191,819	Decreased Transfer to Capital Reserves
<b>Capital Reserves:</b>						
416	T&T Revenue		\$105,000	\$105,000	\$0	No Development This Year
	<b>Total Revenue</b>	\$0	\$105,000			
675	Depreciation Expense	24,664		700,000	\$724,664	Depreciation Exp. From Auditors
	<b>Total Expenses</b>	\$24,664	\$0			
	<b>Total Rev. &amp; Exp.</b>	(\$24,664)	\$105,000	(\$129,664)		
809	Transfers from O&M		\$64	192,683	\$191,819	Decreased Transfer from O&M
<b>Debt Service:</b>						
441	Interest on Bank Accts.	\$3,000		\$3,100	\$6,100	Higher Interest Rates
	<b>Total Revenue</b>	\$3,000	\$0			
	<b>Total Rev. &amp; Exp.</b>	\$3,000	\$0	\$5,000		
<b>System Repair Reserve:</b>						
441	Interest on Bank Accts.	\$1,500		\$1,500	\$3,000	Higher Interest Rates
	<b>Total Revenue</b>	\$1,500	\$0			
	<b>Total Rev. &amp; Exp.</b>	\$1,500	\$0	\$1,500		

SUPERIOR TOWNSHIP

**BILLS FOR PAYMENT**

DATE: July 19, 2010

TOTAL AMOUNTS TO BE RELEASED FROM EACH FUND

GENERAL	\$	1,950.00
LEGAL DEFENSE		NONE TO SUBMIT
FIRE		NONE TO SUBMIT
LAW		NONE TO SUBMIT
PARK		NCNE TO SUBMIT
BUILDING		NCNE TO SUBMIT
UTILITIES		NCNE TO SUBMIT

GRAND TOTAL \$ 1,950.00

SUBMITTED BY: SUSAN MUMFORD, ACCOUNTANT

# BILLS FOR PAYMENT

DATE: July 19, 2010

GENERAL FUND		
AMOUNT	TO WHOM	DESCRIPTION
\$ 1,950.00	DONALD PENNINGTON	PLANNING SERVICES JUNE
TOTAL \$ 1,950.00		

LEGAL DEFENSE FUND		
AMOUNT	TO WHOM	DESCRIPTION
TOTAL		

FIRE FUND		
AMOUNT	TO WHOM	DESCRIPTION
TOTAL		

LAW FUND		
AMOUNT	TO WHOM	DESCRIPTION
TOTAL		

PARK FUND		
AMOUNT	TO WHOM	DESCRIPTION
TOTAL		

BUILDING FUND		
AMOUNT	TO WHOM	DESCRIPTION
TOTAL		

TOTAL		
AMOUNT	TO WHOM	DESCRIPTION
TOTAL		

# Record of Disbursements

**Date:** JULY 19, 2010

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\*Contains all checks written since last report was submitted for the following funds:

General  
Fire  
Law  
Park  
Building  
Water & Sewer

Note: Some of these checks were presented to the board for approval. All others are either pre-approved or under \$1,000.00

SUBMITTED BY: SUSAN MUMFORD, ACCOUNTANT

Check Register - General Fund  
 June 23, 2010 - July 13, 2010

Check Date	Bank/Check #	Name	Description	Amount	Voided?
06/23/10	GENL 31580	JOHN HUDSON	MILEAGE HUDSON 6/7-6/18	70.50	
06/23/10	GENL 31581	SUPERIOR TWP PAYROLL FUND	JUNE JOHN HANCOCK	1,050.70	
06/23/10	GENL 31582	SUPERIOR TWP PAYROLL FUND	JUNE MERS #2 PENSION	2,556.16	
06/23/10	GENL 31593	ABSOPURE WATER COMPANY	5 GALLON SPRING WATER	24.00	
06/23/10	GENL 31594	ANN ARBOR CLEANING SUPPLY	SUPPLIES	159.48	
06/23/10	GENL 31595	ANTHONY CLEMONS	DUMP TICKET REIMBURSEMENT	50.00	
06/23/10	GENL 31596	FLEET SERVICES	MAY GASOLINE	80.23	
06/23/10	GENL 31597	G&S INC.	ABSENTEE APPLICATIONS	367.05	
06/23/10	GENL 31598	HARRINGTON'S STANDARD PRINTING	TAX BILLS & ENVELOPES	824.00	
06/23/10	GENL 31599	HARRINGTON'S STANDARD PRINTING	REGULAR ENVELOPES	150.00	
06/23/10	GENL 31600	KEITH KIMBERLY	DUMP TICKET REIMBURSEMENT	50.00	
06/23/10	GENL 31601	MICHIGAN TOWNSHIP'S ASSOCIATION	3 BOOKS	35.10	
06/23/10	GENL 31602	WILLIAM MCFARLANE	MILEAGE REIMBURSEMENT	93.00	
06/23/10	GENL 31603	YPSILANTI TOWNSHIP	06/01/10 - 06/15/10 COMPOST	410.30	
06/23/10	GENL 31604	DONALD PENNINGTON	MAY PLANNING SERVICES	1,786.95	
06/23/10	GENL 31605	READING & ETTER	MAY LEGAL SERVICES	1,208.22	
06/24/10	GENL 31606	SUPERIOR TOWNSHIP BUILDING FUND	RICK SALARY SPLIT JUNE	587.97	
06/25/10	GENL 31607	ANN ARBOR TRANSPORTATION AUTHORITY	APRIL, MAY & JUNE AATA	6,896.52	
06/28/10	GENL 31608	AF SMITH ELECTRIC INC.	SUMP PUMP REPAIRS	295.79	
06/28/10	GENL 31609	ROBERT BUTLER	REMCVE ROADSIDE TRASH	22.00	
06/28/10	GENL 31610	FOX TENT & AWNING	FLAG	65.70	
06/28/10	GENL 31611	CHARLES SWANSON	ORD VIOLATION LAWN CUTTING	250.00	
06/29/10	GENL 31612	BRENDA MCKINNEY	GREEN FAIR SUPPLIES	100.00	
06/30/10	GENL 31613	POSTMASTER	BULK POSTAGE FOR ABSENTEE BALLOTS	350.00	
06/30/10	GENL 31614	POSTMASTER	BULK POSTAGE FOR SUMMER TAX BILLS	1,040.00	
07/01/10	GENL 31615	SUPERIOR TWP PARK FUND	JULY PARK TRANSFER	8,010.59	
07/01/10	GENL 31616	AVAYA, INC.	JUNE PHONE MAINT	162.01	
07/01/10	GENL 31617	GORDON FOOD SERVICE, INC.	FOOD/SUPPLIES FOR GREEN FAIR	293.08	
07/01/10	GENL 31618	HURON RIVER WATERSHED COUNCIL	2010 DUES HURON WATERSHED COUNCIL	765.17	
07/01/10	GENL 31619	MI LABOR LAW POSTER SERVICE	LABOR LAW POSTERS	70.82	
07/01/10	GENL 31620	MICHIGAN TOWNSHIP'S ASSOCIATION	MTA DUES JULY 10-JUNE 11	5,516.94	
07/01/10	GENL 31621	PITNEY BOWES INC	JUNE POSTAGE METER RENTAL	316.00	
07/01/10	GENL 31622	SAM'S CLUB	GREEN FAIR FOOD AND SUPPLIES	437.12	
07/01/10	GENL 31623	SHARED SERVICES, LLC	MINUTES 6/24	16.00	
07/01/10	GENL 31624	SUPERIOR TWP UTILITY DEPARTMENT	OPM INV 130342	199.22	
07/02/10	GENL 31625	JOHN HUDSON	MILEAGE HUDSON 6/21-7/2	64.00	
07/06/10	GENL 31626	PATRICK MCGILL	PLANNING MEETING 6/23	0.00	
07/06/10	GENL 31627	PATRICK MCGILL	PLANNING MEETING 6/23	85.00	

07/06/10	GENL 31628	DTE ELECTRIC	JUNE ELECTRICITY	872.34
07/06/10	GENL 31629	DTE GAS	MAY & JUNE GAS/HEATING BILL	49.75
07/06/10	GENL 31630	DTE GAS	MAY & JUNE GAS/HEATING BILL	53.70
07/06/10	GENL 31631	DTE GAS	JUNE GAS/HEATING BILL	49.07
07/06/10	GENL 31632	GBS INC.	ABSENTEE ENVELOPES	256.35
07/06/10	GENL 31633	STAPLES BUSINESS ADVANTAGE	VACUUM CLEANER	159.98
07/06/10	GENL 31634	GBS INC.	ACCU VOTE PAPER ROLL	18.88
07/06/10	GENL 31635	ORCHARD, HILTZ & MCCLEMENT	MISC NON PROJECT ENG	475.00
07/06/10	GENL 31636	DAVID PHILLIPS	MILEAGE DAVE 6/11-7/1	62.00
07/06/10	GENL 31637	BENNIE LARKIN	DUMP TICKET REIMBURSEMENT	22.00
07/06/10	GENL 31638	HAROLD JONES	DUMP TICKET REIMBURSEMENT	33.00
07/06/10	GENL 31639	JENNIFER CARROLL	DUMP TICKET REIMBURSEMENT	44.00
07/06/10	GENL 31640	JERRY CLIFTON	DUMP TICKET REIMBURSEMENT	22.00
07/06/10	GENL 31641	JOHN DARLING	DUMP TICKET REIMBURSEMENT	17.00
07/06/10	GENL 31642	RUBBER STAMPS UNLIMITED, INC.	2 STAMPS	32.15
07/06/10	GENL 31643	WILLIAM BATTLE	DUMP TICKET REIMBURSEMENT	40.00
07/06/10	GENL 31644	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 7/8 PAYROLL	25,239.59
07/08/10	GENL 31645	ABSOPURE WATER COMPANY	JULY WATER COOLER RENTAL	38.00
07/08/10	GENL 31646	AUTOMATED RESOURCE MANAGEMENT	JUNE PAYROLL SERVICES	207.65
07/08/10	GENL 31647	CAROLYN TOURANGEAU	DUMP TICKET REIMBURSEMENT	22.00
07/08/10	GENL 31648	COMCAST	INTERNET SERVICES	63.95
07/08/10	GENL 31649	RALPH DUEDE	DUMP TICKET REIMBURSEMENT	17.00
07/13/10	GENL 31650	FINK & VALVO PLLC	LEGAL SERV JUNE PART 2	320.88
07/13/10	GENL 31651	FINK & VALVO PLLC	LEGAL SERV JUNE	32.44
07/13/10	GENL 31652	CIT TECHNOLOGY FIN SERV. INC.	JULY MAGISTICS COPIER PAYMENT	183.72
07/13/10	GENL 31653	FLEET SERVICES	JUNE GASOLINE	30.20
07/13/10	GENL 31654	GORDON FOOD SERVICE, INC.	SUPPLIES	288.27
07/13/10	GENL 31655	RICOH AMERICAS CORP	COLOR & BW COPIES APRIL-JUNE	266.28
07/13/10	GENL 31656	SAMUEL HAYES JR.	DUMP TICKET REIMBURSEMENT	50.00
07/13/10	GENL 31657	YPSILANT TOWNSHIP	06/16/10 - 06/30/10 COMPOST S.T.E	661.93

TOTAL - 68 Checks:

\$ 74,095.77

Check Register - Fire Fund  
 June 23, 2010 - July 13, 2010

Check Date	Bank/Check #	Name	Description	Amount	Voiced?
06/23/10	FIRE 19281	SUPERIOR TWP PAYROLL FUND	JUNE JOHN HANCOCK	568.80	
06/23/10	FIRE 19282	SUPERIOR TWP PAYROLL FUND	JUNE MERS #1 PENSION	5,932.52	
06/25/10	FIRE 19263	COMCAST	CABLE & INTERNET SERVICES FOR MACARTHUR	176.71	
06/25/10	FIRE 19264	HOLMATRO INC.	MAINTENANCE ON RESCUE TOOL	537.25	
06/25/10	FIRE 19265	RICOH AMERICAS CORPORATION	COPIER MACHINE LEASE PAYMENT	237.22	
06/25/10	FIRE 19266	ROBERTSON MORRISON INC.	LEAKING REFRIGERANT REPAIR	223.00	
06/25/10	FIRE 19267	ROBERTSON MORRISON INC.	04/12/10 - 04/12/11 MAINTENANCE AGREEMENT	563.00	
06/25/10	FIRE 19268	TRUGREEN #5785	LAWN SERVICE FOR FORD ROAD STATION	150.50	
06/25/10	FIRE 19269	WASHILV MEDICAL CONTROL AUTHORITY	MEDICAL FIRST RESPONDER FORMS	124.39	
06/25/10	FIRE 19270	YONO'S BP	GASOLINE FOR SMALL ENGINES	29.05	
06/29/10	FIRE 19271	WOLVERINE FREIGHTLINER	NEW DIESEL ENGINE IN LADDER TRUCK	25,185.98	
06/29/10	FIRE 19272	DTE ELECTRIC	MAY & JUNE ELECTRICITY	1,352.41	
07/01/10	FIRE 19273	SUPERIOR TWP GENERAL FUND	JULY ACCOUNTANT FEE	833.33	
07/06/10	FIRE 19274	CAVALIER TELEPHONE	JUNE TELEPHONE BILL FOR FORD ROAD	106.68	
07/06/10	FIRE 19275	CORRIGAN OIL COMPANY	238.2 GALLONS OF DIESEL FUEL	597.64	
07/06/10	FIRE 19276	DTE ENERGY	JUNE GAS/HEAT & ELECT. FOR MACARTHUR	379.36	
07/06/10	FIRE 19277	FOX TENT & AWNING	2 AMERICAN FLAGS	131.40	
07/06/10	FIRE 19278	JAMES ROBERTS	SOCKS	22.36	
07/06/10	FIRE 19279	JEFFREY KUJAWA	MILEAGE REIMBURSEMENT	391.50	
07/06/10	FIRE 19280	WITMER PUBLIC SAFETY GROUP, INC.	GLOVES	35.99	
07/06/10	FIRE 19281	ANNARBOR.COM	3 MONTHS SUBSCRIPTION FOR MACARTHUR	27.00	
07/06/10	FIRE 19282	DTE GAS	JUNE GAS/HEATING BILL FOR FORD ROAD	112.41	
07/06/10	FIRE 19283	HURON VALLEY AMBUJANCE	JUNE PAGER RENTAL	83.30	
07/06/10	FIRE 19284	NEDERMAN, INC.	OVERHEAD DOOR EXHAUST REPAIRS	693.50	
07/06/10	FIRE 19285	NEXTEL	JUNE CELL PHONES	259.85	
07/06/10	FIRE 19286	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 7/8 PAYROLL	37,066.45	
07/13/10	FIRE 19287	PHILIP W. DICKINSON	MILEAGE REIMBURSEMENT	82.50	

TOTAL OF 27 Checks:

\$ 76,303.72

Check Register - Law Fund  
 June 23, 2010 - July 13, 2010

Check Date	Bank/Check #	Name	Description	Amount	Voided?
07/01/10	LAW 2841	SUPERIOR TWP GENERAL FUND	JULY ACCOUNTANT FEE	100.00	
07/06/10	LAW 2842	DTE ELECTRIC	JUNE ELECTRICITY	563.87	
07/06/10	LAW 2843	DTE GAS	JUNE GAS/HEATING BILL	48.06	
07/06/10	LAW 2844	STEFANI CARTER J.D. P.C.	LEGAL SERVICES JUNE	1,117.53	
07/13/10	LAW 2845	WASHTENAW COUNTY TREASURER	JULY REG SHERIFF'S CONTRACT	108,602.25	
07/13/10	LAW 2846	WASHTENAW COUNTY TREASURER	JULY SUMMER DEPUTY	12,066.92	
TOTAL OF 6 Checks:				S 122,588.60	

Check Register - Park Fund  
 June 23, 2010 - July 13, 2010

Check Date	Bank/Check #	Name	Description	Amount Voided?
06/23/10	PARK 10643	CONGDON'S	SUPPLIES	18.84
06/23/10	PARK 10644	GREGORY SECORD	REIMBURSEMENT FOR SIGNS	50.00
06/23/10	PARK 10645	PETTY CASH / KEITH LOCKIE	PETTY CASH REIMBURSEMENT	12.95
06/23/10	PARK 10646	WALMART COMMUNITY/GEMB	SUPPLIES	27.84
06/23/10	PARK 10647	SUPERIOR TWP PAYROLL FUND	JUNE JOHN HANCOCK	366.42
06/23/10	PARK 10648	SUPERIOR TWP PAYROLL FUND	JUNE MERS #2	230.56
06/24/10	PARK 10649	SUPERIOR TWP UTILITY DEPARTMENT	JUNE COST. SPLIT KEITH	2,541.98
07/01/10	PARK 10650	SUPERIOR TWP GENERAL FUND	ACCOUNTANTS FEE JULY	500.00
07/06/10	PARK 10651	FLEET SERVICES	JUNE GASOLINE	506.82
07/06/10	PARK 10652	GREGORY SECORD	REIMBURSEMENT FOR SUPPLIES	53.99
07/06/10	PARK 10653	HOME DEPOT CREDIT SERVICES	SUPPLIES	437.49
07/06/10	PARK 10654	KEITH LOCKIE	MILEAGE REIMBURSEMENT	50.00
07/06/10	PARK 10655	LOWE'S COMPANIES, INC.	SUPPLIES	58.64
07/08/10	PARK 10656	PARKWAY SERVICES	PORTA POTTY FOR SUMMER PROGRAM	90.00
07/08/10	PARK 10657	VERIZON WIRELESS	JUNE CELL PHONES	154.30
07/08/10	PARK 10658	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 7/8 PAYROLL	4,670.87
07/08/10	PARK 10659	DTE ELECTRIC	JUNE ELECTRICITY - BARN	42.71
07/08/10	PARK 10660	GREGORY SECORD	REIMBURSEMENT FOR GASOLINE	41.08
07/08/10	PARK 10661	STAPLES CREDIT PLAN	SUPPLIES	343.97

TOTAL OF 15 Checks:

\$ 10,195.56

Check Register - Building Fund  
 June 23, 2010 - July 13, 2010

Check Date	Bank/Check #	Name	Description	Amount Verified?
06/23/10	BUILD 7609	SUPERIOR TWP PAYROLL FUND	JUNE JOHN HANCOCK	675.18
06/24/10	BUILD 7610	SUPERIOR TWP GENERAL FUND	CARMEN COST SPLIT JUNE	1,521.90
06/28/10	BUILD 7611	CHELSEA PLUMBING & HEATING	REFUND ON PLUMBING PERMIT	40.00
07/01/10	BUILD 7612	SUPERIOR TWP GENERAL FUND	% OF OVERHEAD MAY	1,847.03
07/01/10	BUILD 7613	DUNN BLUE	6480 WARREN ROAD PLAN PRINTING	155.62
07/01/10	BUILD 7614	EDWIN MANIER	JUNE ELECTRICAL INSPECTIONS	350.00
07/01/10	BUILD 7615	BASSAM ABDULAZIZ SALMAN	REFUND OF BUILDING PERMIT PB09-0085	5,597.00
07/06/10	BUILD 7616	RICHARD MAYERNIK	REIMBURSEMENT FOR MECHANICAL LICENSE	300.00
07/06/10	BUILD 7617	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 7/8 PAYROLL	3,838.74
07/13/10	BUILD 7618	INTERNATIONAL CODE COUNCIL, INC.	MEMBERSHIP DUES FOR MAYERNIK	100.00
TOTAL OF 10 Checks:				\$ 14,296.47

# Superior Township Utility Department

## Check Register

June 22 through July 19, 2010

11:40 AM

07/13/10

Accrual Basis

Date	Num	Name	Memo	Amount
100 - CASH - O&M				
6/22/10	6098	Superior Twp. General Fund	Worker's Comp. Self Audit	(1,129.04)
6/22/10	6099	Superior Twp. Payroll Fund	MERS Health Savings - 12/09	(977.50)
6/22/10	6100	Superior Twp. Utility Department	Transfer Excess O&M Funds to Cap. Res.	(100,000.00)
6/22/10	6101	Allied Substance Abuse Professionals	Random Drug Test - Bordine	(36.00)
6/22/10	6102	American United Life Insurance Company	Life Insurance - 09/08	(96.47)
6/22/10	6103	American Water Works Association	Annual Membership - 09/10-08/11	(295.00)
6/22/10	6104	Bostwick Co., Inc.	Asphalt Repairs - 1559 Shof., 9045-9252 MacArthur	(2,470.00)
6/22/10	6105	Cavaliel Telephone	Phones - Adm. Bldg. - 06/10	(341.31)
6/22/10	6106	Corrigan Oil Co.	285.3 Gallons of Diesel Fuel	(684.43)
6/22/10	6107	Delta Dental Plan of Michigan	Dental Insurance - 01/10	(722.16)
6/22/10	6108	Discount Tire	2 Tires for Toro	(160.00)
6/22/10	6109	Duke's Root Control, Inc.	Root Control Service	(6,199.08)
6/22/10	6110	Harbor Freight Tools	Castors & Vise	(93.95)
6/22/10	6111	Home Depot	Misc. Supplies	(148.01)
6/22/10	6112	Huron Sign Co.	Letters for Adm. Bldg. Billboard	(150.20)
6/22/10	6113	Jack Doheny Supplies	Hose & Fittings for Vactor	(205.35)
6/22/10	6114	Metro Environmental Services, Inc.	Sewer Main Repair - Stamford Rd.	(4,950.00)
6/22/10	6115	Michigan Greenspace LLC	Repairs to Maint. Fac.	(1,765.00)
6/22/10	6116	Occupational Health Centers of Michigan	DOT Recert. - Bordine	(41.00)
6/22/10	6117	OHM Engineering Advisors	General Services	(380.00)
6/22/10	6118	Pitney Bowes	Postage Meter Lease - 2nd/10	(606.00)
6/22/10	6119	Priority Health	Medical Insurance - 03/10	(6,577.63)
6/22/10	6120	Rioch Americas Corporation	Copier Lease - 06/10	(180.26)
6/22/10	6121	Staples Business Advantage	Office Supplies	(90.11)
6/22/10	6122	TruGreen	Lawn Treatments	(355.25)
6/22/10	6123	Vision Service Plan	Vision Insurance - 06/09	(166.86)
6/22/10	6124	Ypsilanti Comm. Utilities Authority	W/S Purch. - 05/10	(94,337.71)
6/23/10	EFT	Superior Twp. Payroll Fund	Payroll - 06/24/10	(19,391.84)
6/23/10	6125	Superior Twp. Payroll Fund	John Hancock Pension - 06/10	(377.08)
6/23/10	6126	Superior Twp. Payroll Fund	MERS Pension - 06/10	(2,812.51)
6/29/10	6127	Ann Arbor Charter Township	W/S Purch. - 03-05/10	(8,760.10)
6/29/10	6128	AT&T	Booster Sta. Phone - 06/10	(38.90)

Superior Township Utility Department  
 Check Register  
 June 22 through July 19, 2010

11:40 AM  
 07/13/10  
 Accrual Basis

Date	Num	Name	Memo	Amount
6/29/10	6129	Comcast	Internet - Maint. Fac. - 06/10	(79.95)
6/29/10	6130	East Jordan Iron Works	Risers	(397.35)
6/29/10	6131	Jack Doherty Supplies	Barrel Mount & Body Harnesses	(629.74)
6/29/10	6132	Reserve Account	Postage Machine Refill	(500.00)
6/29/10	6133	Takaysu Imai	Refund of Overpayment of W/S Bill @ 1751 Savannah	(62.22)
6/29/10	6134	DTE	Various Gas & Electric - 06/10	(1,308.68)
6/29/10	6135	Keith Lockie	Mileage - 05+06/10	(78.50)
6/29/10	6136	MCI Worldcom	Office Fax Long Dist. - 06/10	(47.47)
6/29/10	6137	Nextel Communications	Cell Phones - 06/10	(226.84)
6/29/10	6138	Allied, Inc.	OSHA Req. Inspection of Vehicle Lift	(153.00)
6/30/10	EFT	Magic-Wrighter	Credit Card Fees - 06/10	(56.00)
7/6/10	6139	Superior Twp. General Fund	Accountant - 07/10	(166.67)
7/6/10	6140	Al's Cleaning Service	Adm. Portion of Maint. Fac. Cleaning - 06/10 (5 wks)	(175.00)
7/6/10	6141	Answering Service, Inc.	Answering Service - 07/10	(113.48)
7/6/10	6142	Auto-Wares Group (Auto Value)	Oil, Filters, Screws	(232.61)
7/6/10	6143	Congdon's Ace Hardware	Shop Supplies	(19.73)
7/6/10	6144	DTE	Various Gas & Elect. - 06/10	(849.15)
7/6/10	6145	Fleet Services	Fuel Charges - 06/10	(334.28)
7/6/10	6146	Sam's Club	Annual Membership	(35.00)
7/6/10	6147	TruGreen	Lawn Service - Maint. Fac.	(96.75)
7/6/10	EFT	Superior Twp. Payroll Fund	Payroll - 07/08/10	(18,950.46)
7/6/10	EFT	Magic-Wrighter	Monthly Fee - 06/10	(43.72)
7/13/10	6148	Cavalier Telephone	Phones - Maint. Fac. - 07/10	(208.84)
7/13/10	6149	Comcast	Internet - Adm. Bldg. - 06/10	(63.95)
7/13/10	6150	Diana Rivis	Mileage - 06/10	(55.50)
7/13/10	6151	Diana Rivis - Petty Cash	Recon. of 07/12/10	(30.00)
7/13/10	6152	Spartan Distributors	Mower Blades	(279.81)
7/13/10	6153	Tractor Supply Co.	Chain & Signs	(99.78)
Total 101 - O&M Checking - Chase				(279,831.23)
Total 100 - CASH - O&M				(279,831.23)

Superior Township Utility Department  
 Check Register  
 June 22 through July 19, 2010

11:40 AM  
 07/13/10  
 Accrual Basis

Date	Num	Name	Memo	Amount
120		CASH - CAPITAL RESERVE		
		125 - Cap. Res. Checking - Chase		
6/22/10	349	Superior Twp. General Fund	Fink & Valvo Inv. # 20029 - EECBG Grant	(259.20)
6/22/10	350	OHM Engineering Advisors	Stamford Rd. Sewer & EECBG	(3,717.25)
6/29/10	351	Inland Waters Pollution Control, Inc.	Stamford Rd. Sewer Rehab - FINAL PAYMENT	(8,214.53)
7/6/10	352	UIS Programmable Services	Move SCADA to Maint. Fac. during Renovation	(1,556.56)
7/6/10	353	Ypsilanti Comm. Utilities Authority	2nd Conn. Upgrades (YT-03) - Const. & Eng.	(27,143.29)
		Total 125 - Cap. Res. Checking - Chase		<u>(40,890.93)</u>
		Total 120 - CASH - CAPITAL RESERVE		<u>(40,890.93)</u>
		TOTAL		<u><u>(320,722.16)</u></u>

11:41 AM  
07/13/10

Superior Township Utility Department  
Invoice Approval Report  
As of July 19, 2010

Type	Date	Num	Mem	Due Date	Open Balance
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TOTAL

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DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH  
BUREAU OF CONSTRUCTION CODES  
NOTICE OF PUBLIC HEARING

FYI

Michigan Uniform Energy Code (residential) Part 10 (SOAHR# 2007-052 LG)  
Michigan Uniform Energy Code (commercial) Part 10a (SOAHR# 2007-053 LG)  
Michigan Rehabilitation Code for Existing Buildings (SOAHR # 2009-010 LG)  
Michigan Construction Code - Part 4 - Building Code (SOAHR # 2009-009 LG)

The Department of Energy, Labor & Economic Growth, Bureau of Construction Codes, will hold a public hearing on July 20, 2010, at 9:00 a.m. in the MSP Auditorium, Michigan State Police Training Academy, 7426 N. Canal Rd., Dimondale, MI 48821-5001. The Michigan Uniform Energy Code rules are proposed to be effective 120 days after filing with the Secretary of State. The Rehabilitation Code rules are proposed to be effective 120 days after filing with the Secretary of State. The Building Code rules are proposed to be effective 120 days after filing with the Secretary of State.

The public hearing is to receive public comments on the proposed amendments to the administrative rules noted above. Testimony will be taken for each rule set in the order the rules are listed above. Individuals who are not present during testimony for a particular rule set will be provided an opportunity to testify after final testimony on the Michigan Building Code rule set.

The proposed energy (residential) rules will adopt the 2009 International Energy Conservation Code with Michigan amendments. The proposed energy (commercial) rules will adopt the ANSI/ASHRAE Standard 90.1-2007. The hearing is being conducted by the Department under the authority of Section 4 of 1972 PA 230, MCL 125.1504, and Executive Reorganization Order Nos. 2003-1 and 2008-20, MCL 445.2011 and MCL 445.2025.

The proposed rehabilitation rules will adopt the 2009 International Existing Building Code with amendments, deletions, and additions deemed necessary for use in Michigan. The hearing is being conducted by the Department under the authority of Section 4 of 1972 PA 230, MCL 125.1504, and Executive Reorganization Order Nos. 2003-1 and 2008-20, MCL 445.2011 and MCL 445.2025.

The proposed building rules will adopt the 2009 International Building Code and 2009 International Residential Code with amendments, deletions, and additions deemed necessary for use in Michigan. The hearing is being conducted by the Department under the authority of Section 4 of 1972 PA 230, MCL 125.1504, and Executive Reorganization Order Nos. 2003-1 and 2008-20, MCL 445.2011 and MCL 445.2025.

The proposed rules will be published in the July 15, 2010 *Michigan Register*. Copies of the proposed Michigan amendments to the Michigan Uniform Energy Code Parts 10 and 10a, the Michigan Building Code, and the Michigan Rehabilitation Code for Existing Buildings rules may be obtained for a fee of \$3.00 by submitting a check or money order, made payable to the State of Michigan, to the Bureau at the address below. You may download a free copy of the proposed amendments by visiting our website at [www.michigan.gov/bcc](http://www.michigan.gov/bcc). The amendments are located under the What's New section.

FYI

Public Hearing Notice  
City of Ypsilanti Planning Commission  
Wednesday, July 21, 2010

Dear property owner or resident:

The City of Ypsilanti Planning Commission will hold a public hearing on Wednesday, July 21 2010 at 7:00 p.m. in the Council Chambers of the City Hall, One South Huron Street, Ypsilanti, Michigan 48197. The purpose of the hearing will be to receive public comments on the following application:

**Request for approval of restoration of historic porch at 505 N. Hamilton Street per the discretionary standards in the Historic Preservation Overlay District**

An application has been filed to request approval per the Historic Overlay District discretionary standards section 122-534 for the restoration of an historic wraparound porch at 505 N. Hamilton Street, tax code ID, 11-11-40-112-014. The applicant proposes to restore the historic 1905 porch which will extend approximately 10 feet from the foundation into the front yard.

The legal description of the site is:

YP CITY 55W-55 LOT 49 EXCEPT S 17' OF W 85.9' OF LOT 49 WESTERN ADDITION.

All interested citizens are invited to attend this meeting and to send written comments to the City of Ypsilanti, Planning and Development Department, One South Huron Street, Ypsilanti, Michigan 48197. For further information, please call 483-9646.

The City of Ypsilanti encourages persons with disabilities to participate and will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting to individuals with disabilities upon two days notice to the City of Ypsilanti. Individuals with disabilities requiring auxiliary aids or services should contact the City of Ypsilanti by writing or calling the following:

City Clerk's Office  
One South Huron Street  
Ypsilanti, Michigan 48197  
(734) 483-1100

Frances McMullan  
City Clerk



Community Services Area

FYI

## CITY OF ANN ARBOR, MICHIGAN

100 North Fifth Avenue, P.O. Box 8647, Ann Arbor, Michigan 48107-8647

[www.a2gov.org](http://www.a2gov.org)

Administration (734) 794-6210  
Community Development Services (734) 622-9025  
Parks & Recreation Services (734) 794-6230  
Planning & Development Services - Building (734) 794-6267  
Planning & Development Services - Planning (734) 794-6265

July 2, 2010

### NOTICE OF PUBLIC HEARING

TO: Citizens Interested in Planning Issues  
FROM: Planning and Development Services

The Ann Arbor City Planning Commission will hold a public hearing in the Council Chamber, Second Floor, Guy C. Larcom, Jr. Municipal Building (City Hall), 100 North Fifth Avenue, Ann Arbor, Michigan on Tuesday, July 20, 2010. The meeting begins at 7:00 p.m. and the following will be one of the items on the agenda:

Amendment to Chapter 55 (Zoning Ordinance), Section 5:10.6(2)(c), R4A  
Multiple-Family Dwelling District, regarding the addition of "guest houses for relatives of hospital patients" as a permitted principal use in this zoning district.

At this hearing, the City Planning Commission will consider all comments before making its advisory recommendation on the proposed amendment to the City Council. The City Council will hold its public hearing at a later date and make the final decision on the amendment. If you want to know the schedule for City actions after the Planning Commission public hearing, please contact us at Planning and Development Services.

City staff are reviewing the proposed amendment and will provide the City Planning Commission with a staff report prior to the public hearing. After 3:00 p.m. on the Friday prior to the public hearing, the staff report will be available at the Planning and Development Services office or you can view the electronic staff report at <http://a2gov.legistar.com/Calendar.aspx>.

The full text of the ordinance amendment may be found on the City's website, [www.a2gov.org/planning](http://www.a2gov.org/planning). If you would like additional information, or would like to provide comments or suggestions to the staff, please call 734-794-6265, email [planning@a2gov.org](mailto:planning@a2gov.org), prior to noon of the day of the public hearing, or visit our office on the sixth floor of the Guy C. Larcom, Jr. Municipal Building (8-5 weekdays). This is the only direct mail notice you will receive regarding Planning Commission consideration of this proposed amendment.

/jsj

# THE PAR-PLAN NEWS

ISSUE 101

JUNE 2010

# 25

25 YEARS OF EXCELLENCE

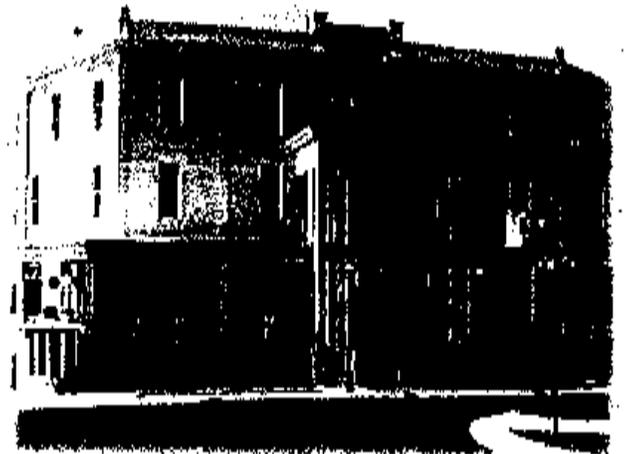
1985  2010

MICHIGAN TOWNSHIP PARTICIPATING PLAN

### INSIDE THIS ISSUE

Meeting with Montpelier REI	2
BOD Nomination Results	3
Risk Alert	4

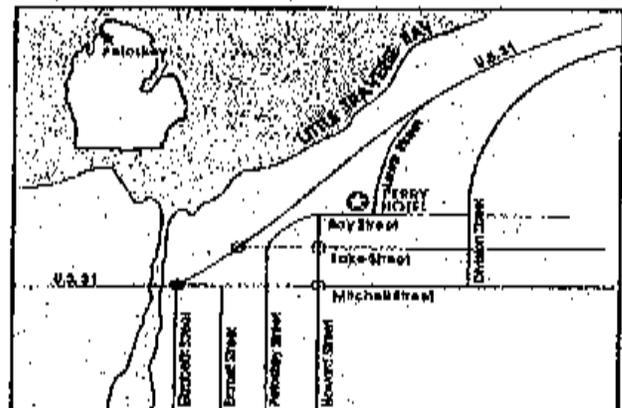
The 25th annual business meeting of the Par-Plan is being held at Stafford's Perry Hotel in Petoskey, Michigan on July 15, 2010. Registration will begin at 9:00 a.m. and the meeting will begin at 9:30 a.m. in the Reycraft room on the Lobby level.



The annual business meeting of the Michigan Township Participating Plan is an open meeting for members who are interested in the detailed activities of the program and it's standing committees that has transpired over the past twelve months. Additionally, the Plan's service providers, along with it's reinsurers, will present their annual reports outlining their activity on behalf of the program.

Par-Plan Members are encouraged to attend.

Downtown Petoskey area  
Map/Perry Hotel  
Location



**David Phillips**

---

**From:** jackson0146@comcast.net  
**Sent:** Thursday, July 08, 2010 1:26 PM  
**To:** Brenda McKinney; Brenda McKinney; williammcfarlane@superior-twp.org;  
davidphillips@superior-twp.org  
**Subject:** Clayton Classic  
**Attachments:** Brochure2010.pdf

FYI

I wanted to make sure we officially invited you and the board out to the first Clayton Classic taking place July 23rd. I'm attaching the registration/information. It's a golf outing so feel free to get a foursome together and swing away or just join us for dinner. It should be a good time. Hope to see you there.

## Hole Sponsorship - \$1,500

- Golf Foursome
- Dinner tickets for four
- Reserved table for Dinner
- Banner/signs at registration
- Acknowledgement at award program
- Hole sponsor signage

Contact Greg Dill at [dill@comcast.net](mailto:dill@comcast.net)

## Platinum Supporter - \$1,000

- Golf Foursome
- Dinner tickets for four
- Acknowledgement at award program

## Gold Supporter - \$500

- Golf for one
- Dinner tickets for two
- Acknowledgement at award program

## Silver Supporter - \$250

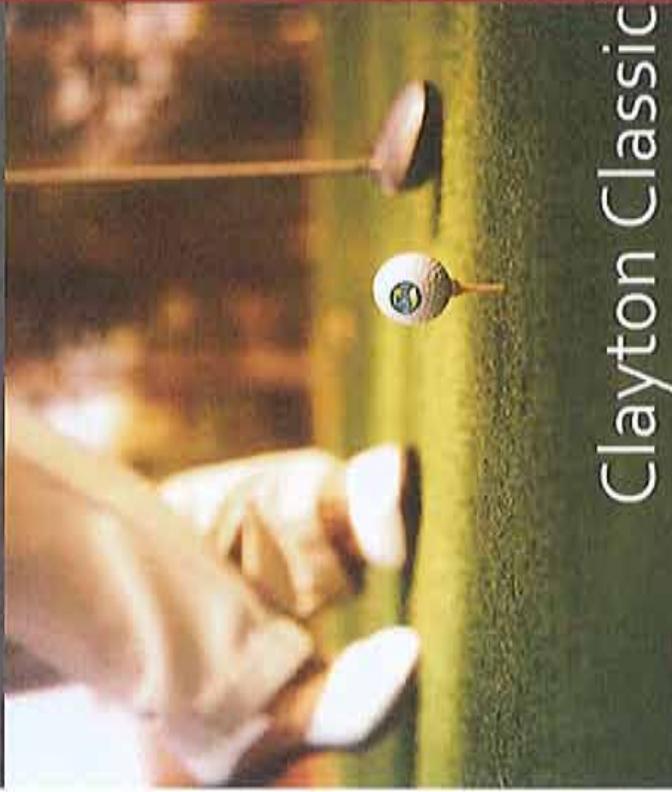
- Golf for one or Dinner for two
- Acknowledgement at award program

**\$100 per golfer; \$400 per foursome**

**\$150 Dinner & Golf**  
**\$60 Dinner only**

**Make checks payable to:**  
The Committee to Elect Jerry  
Clayton Sheriff

Paid for by the Committee to Elect Jerry Clayton Sheriff - P.O. Box 7976 48107



# Clayton Classic

Fox Hills Country Club

July 23, 2010  
Fox Hills Country Club  
8768 N. Territorial Rd., Plymouth, MI

# Registration

## SPONSOR

Sponsor package \_\_Hole \_\_Platinum \_\_Silver \_\_Gold

Employer

Phone Number

Email

Address

If you plan on attending the event please complete the section below.

## CAPTAIN/

### DINNER ATTENDEE

Golf package \_\_Golf \_\_Dinner \_\_Golf & Dinner

Employer

Phone Number

Email

Address

### GOLFER #2

Golf package \_\_Golf \_\_Dinner \_\_Golf & Dinner

Employer

Phone Number

Email

Address

### GOLFER #3

Golf package \_\_Golf \_\_Dinner \_\_Golf & Dinner

Employer

Phone Number

Email

Address

### GOLFER #4

Golf package \_\_Golf \_\_Dinner \_\_Golf & Dinner

Employer

Phone Number

Email

Address

# Details

## Golf with the Sheriff

The Sheriff is looking for 3 golfers to join him on his first official round of the Clayton Classic. If you would like the opportunity to golf with the Sheriff there will be a minimum donation of \$1,000. Bids must be submitted by July 9<sup>th</sup> with those selected to be notified on July 10<sup>th</sup>. In the event that there are more golfers than spots available, a drawing will take place to select 3 participants.

## Schedule

8:00 am - Registration, Photos, and Breakfast

9:00 am - Shotgun Start

11:30 am - Lunch served on the course

3:00 pm - Awards ceremony

4:00 pm - Dinner begins

6:00 pm - Event concludes

## Contact Information

Kathy Wyatt at 734-678-8623 or [katherineawvatt@aol.com](mailto:katherineawvatt@aol.com)

Derrick Jackson at 734-330-9911 or [jackson0246@comcast.net](mailto:jackson0246@comcast.net)

Greg Dill at 734-355-9476 or [dill@comcast.net](mailto:dill@comcast.net)

*Thank you for taking time to consider participating in the First Annual Clayton Classic and for your continued support of the Sheriff's Office.*

*My goal is to host more than a political fundraiser, but to bring together friends for a fun filled celebration of a successful first year in office. I look forward to seeing you on the 23<sup>rd</sup> of July.*

Sheriff Jerry L. Clayton

