

**CHARTER TOWNSHIP OF SUPERIOR  
REGULAR BOARD MEETING  
SUPERIOR CHARTER TOWNSHIP HALL  
3040 N. PROSPECT, YPSILANTI, MI 48198  
OCTOBER 15, 2012  
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 September 17, 2012
6. CITIZEN PARTICIPATION
  - a. Ann Arbor District Library Bond Proposal Presentation
  - b. Public Hearing, 2013 Budgets, All Funds
7. REPORTS
  - a. Supervisor
  - b. Departmental Reports: Building Department, Fire Department, Hospital False Alarm Report, Fire Marshall, Ordinance Officer, Park Commission Minutes, Sheriff's Report
8. COMMUNICATIONS
  - a. Brenda Baker, Committee to Promote Superior Township
9. UNFINISHED BUSINESS
  - a. Ordinance 174-11, SJMH Area Plan Amendment, Second Reading
10. NEW BUSINESS
  - a. Resolution 2012-23, Adopting Millage Rates
  - b. Resolution 2012-24, Adopting 2013 Budgets, All Funds
  - c. Resolution 2012-25, Extending Lease on Ricoh Copy Machine
  - d. Resolution 2012-26, Superior Township's Withdrawing from the New 196 Transit Authority
  - e. Resolution 2012-27, Support for the Consolidation of the Willow Run and Ypsilanti School Districts
  - f. Development Agreement, SJMH Ambulatory Surgery Pavilion
  - g. Utility Department Tax Roll List for 2012
  - h. Treasurer's Office, Delinquent False Alarms
  - i. Treasurer's Office, Side Street Maintenance
  - j. Treasurer's Office, Delinquent Ordinance Violations
  - k. Treasurer's Office, Hyundai Road Special Assessment
  - l. Budget Amendments

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

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

**There will be a meeting of the Superior Township Election Commission immediately after the Board meeting.**

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 1**

**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 September 17, 2012, 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, Rodrick Green, Lisa Lewis and Alex Williams.

**4. ADOPTION OF AGENDA**

It was moved by Green, seconded by Caviston, to adopt the agenda with the addition of Attorney Patrick McGow providing an overview of the Reimbursement Agreement between the Superior Township LDFA Board and the Michigan Strategic Fund as item a. under Reports, the addition of the Reimbursement Agreement as item e. under Communications and the removal of item g. under New Business, Lease on Ricoh Copy Machine.

The motion carried by unanimous voice vote.

**5. APPROVAL OF MINUTES**

**A. REGULAR MEETING OF AUGUST 20, 2012**

It was moved by Caviston, seconded by McKinney, to approve the minutes of the regular Board meeting of August 20, 2012, as presented.

The motion carried by a voice vote.

**6. CITIZEN PARTICIPATION**

**A. CITIZEN COMMENTS**

There were none.

**7. REPORTS**

**A. REIMBURSEMENT AGREEMENT BETWEEN THE LDFA OF SUPERIOR TOWNSHIP AND THE MICHIGAN STRATEGIC FUND**

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 2**

Attorney Patrick McGow of Miller, Canfield, made a presentation to the Board about Hyundai's new construction, which resulted in the establishment of the Local Development Finance Authority (LDFA) and the Tax Increment Finance Authority on the Hyundai property. These two authorities allowed Hyundai to apply for and be awarded with a \$2.5 million grant from the Michigan Strategic Fund to be used for the construction of a new electrical substation to serve the site. The LDFA would capture 50% of the eligible taxes from the new construction, for 15 years. The new construction has also been approved for an Industrial Facilities Tax reduction of 50% for 12 years. The total capture would equal about \$500,000, all of which would be disbursed to the Michigan Strategic Fund for partial repayment of the \$2.5 million grant. The Township would not be responsible for any shortfall in the grant repayment. The grant agreement requires that the Township be reimbursed for all expenses related to the establishment of the LDFA and TIF. Previously this evening, the LDFA Board met and approved the Reimbursement Agreement. The Reimbursement Agreement is on tonight's agenda for the Township Board for the Board's review and approval.

**B. SUPERVISOR REPORT**

Supervisor McFarlane reported on the following: The Michigan Township Association issued a bulletin which recommended that voters vote yes on the Financial Manager ballot proposal, and no on the others. The Dixboro Design Review Board will be meeting at the Township Hall on November 8, 2012. Articles for the Township newsletter are due on September 28, 2012.

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

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

The motion carried by a voice vote.

**D. TREASURER'S INVESTMENT REPORT AS OF JUNE 2012**

Treasurer McKinney provided a written report of all of the investment accounts. She indicated the interest rate was very low, but she had the investments spread-out among numerous banks and many of the accounts were fully FDIC insured.

It was moved by Caviston, seconded by Lewis, that the Superior Township Board receive the Treasurer's Investment Reports as of June 2012.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 3**

The motion carried by a voice vote.

**8. COMMUNICATIONS**

**A. SUPERVISOR MCFARLANE, PROPOSED BUILDING COLLABORATION WITH  
YPSILANTI DISTRICT LIBRARY**

Supervisor McFarlane provided a letter to the Board and addressed the Board. He indicated the Township recently purchased the twelve acre parcel from the Willow Run School District with the intention of collaborating with the Ypsilanti District Library to build a branch library and community center/parks and recreation building on the site. Ypsilanti District Library staff and Board members recently informed him that due to the reduction in taxable values in the Library District they are receiving much less revenue and they were unsure of if or when they could build a new library on the site. The District has had to draw from their fund balance in order to pay operating expenses. Their financial projections are to continue to draw from their fund balance until it is depleted in either 2016 or 2017. Supervisor McFarlane indicated that the Township has been sending about \$540,000 annually to the District and he feels the Township is not getting enough library services for the amount of money Township taxpayers send to the District. He suggested that if the District does not improve their financial situation by ending deficit spending and operating on a balance budget, and provide the Township with a viable plan to construct a new library in the Township, the Township Board should consider taking action to allow the voters of Superior Township to vote on a proposal to leave the Library District.

Jill Morey, Library Director, Library Board members and members of the audience had comments and discussion with the Board. No formal action was taken by the Township Board. However, both the Township Board and Library Board members present agreed that it would be best to have a joint meeting of both boards to discuss and attempt to resolve the issues. It was suggested that the meeting be held after the November 6, 2012 election, but prior to the end of the year.

**B. FIREFIGHTER RON SMITH, NOTICE OF RETIREMENT**

Superior Township Firefighter, Captain Ron Smith, provided a letter to Supervisor McFarlane indicating he would be retiring from the Superior Township Fire Department effective September 21, 2012. The Board thanked Captain Smith for his 30 plus years of service.

It was moved by McKinney, seconded by Caviston, for the Board to receive the letter dated August 21, 2012 from Ron Smith.

The motion carried by unanimous voice vote.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 4**

**C. FIREFIGHTER JOB POSTING**

A copy of the job posting for the hiring of a firefighter for the Superior Township Fire Department was provided to the Board. Applications are due by 2:00 pm. on October 2, 2012.

It was moved by Caviston, seconded by McKinney, for the Board to receive the job posting for the hiring of a firefighter for the Superior Township Fire Department.

The motion carried by unanimous voice vote.

**D. AATA NEW TRANSIT AUTHORITY PROPOSAL**

The Board received a copy of a letter, which outlined the Ann Arbor Transit Authority's proposal to create a new transportation authority. The new transportation authority would implement a five-year plan for transit improvements throughout the county. The board was also provided with a copy of the Executive Summary and North East District Details. Clerk David Phillips represents the North East District on the U196 Board. He said the proposed five-year plan includes adding a new fixed-route in Superior Township, enhanced Dial-a-Ride services and other improvements. He said there will be a meeting of the North East District Advisory Committee at 5:30 p.m. on Tuesday, September 25, 2012 at the Township Hall. AATA staff will be making a presentation about the five-year plan. All are welcome to attend.

It was moved by McKinney, seconded by Caviston, to receive the AATA documents.

The motion carried by unanimous voice vote.

**E. REIMBURSEMENT AGREEMENT BETWEEN THE LDFA OF SUPERIOR TOWNSHIP AND THE MICHIGAN STRATEGIC FUND**

As indicated in the presentation by Attorney Patrick McGow, the following Reimbursement Agreement was approved by the LDFA Board earlier this evening. It is presented to the Township Board for review and approval.

Execution Copy.

**REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2012 (the "Effective Date") by and between the **Local Development Finance Authority of the Charter Township of Superior**, a Michigan municipal corporation (hereinafter referred to as the "Authority") and the **Michigan Strategic Fund**, a public body corporate and politic within the Department of Treasury of the State of Michigan (hereinafter referred to as the "MSF").

**RECITALS:**

The Authority has been created under Act 281, Public Acts of Michigan, 1986, as

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 5**

amended ("Act 281"), to encourage local development to prevent conditions of unemployment and promote economic growth through the implementation of development plans and tax increment financing plans for certain eligible property under Act 281.

Hyundai American Technical Center Incorporated ("HATCI") owns and operates a design, technology and engineering facility for Korean-based Hyundai-Kia Motors on lands situated in the Charter Township of Superior, Washtenaw County, Michigan (the "Township"). HATCI intends to expand the current facility with an approximately 17,000 square foot addition to provide a new dynamometer test facility (the "Environmental Chassis Chamber"), as more particularly described on the attached Appendix A attached hereto and made a part hereof, and is hereinafter referred to as the "Eligible Property".

The current electrical infrastructure is insufficient to provide the necessary capacity and reliability for the Environmental Chassis Chamber and it is necessary to construct a new electrical substation and related electrical infrastructure on or near the Eligible Property to provide sufficient power to HATCI on the Eligible Property at an estimated cost in excess of \$2,500,000 (the "Infrastructure Improvements").

Under the Michigan Business Development Program (the "MBDP"), the MSF has approved a performance based grant to HATCI in an amount up to \$2,500,000 (the "Grant Amount"), pursuant to a Grant Agreement between MSF and HATCI, dated as of \_\_\_\_\_, 2012, (the "Grant Agreement") which provides that HATCI will, among other things, acquire and construct the Infrastructure Improvements, and MSF will pay up to the Grant Amount to HATCI toward the cost of the Infrastructure Improvements, all as more particularly provided under the terms and conditions of the Grant Agreement.

As a condition of entering into the Grant Agreement, MSF has required the Township establish the Authority to capture a portion of the taxes paid by HATCI on the Environmental Chassis Chamber to be used to reimburse MSF up to the Grant Amount. The Authority approved a Development Plan and Tax Increment Financing Plan (the "Plan") relating to the HATCI project on February 13, 2012 and the Township Board of the Township approved the Plan on April 16, 2012, under which the MSF may receive, subject to the terms of this Agreement, the benefit of reimbursement from a portion of the Tax Increment

Execution Copy

2

Revenues (as defined herein) for the cost of the Infrastructure Improvements undertaken by HATCI and paid for by the MSF.

The Authority and the MSF desire to establish the terms and conditions upon which the Authority shall utilize Tax Increment Revenues attributable to the Eligible Property captured pursuant to the Plan to reimburse the MSF for a portion of the Grant Amount.

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Definitions. Capitalized terms shall have those definitions provided under Act 281 unless otherwise provided by this Agreement or unless inconsistent with the context in which the term is used. However, notwithstanding the definitions provided under Act 281, for purposes of this Agreement Tax Increment Revenues shall only mean and include such Tax Increment Revenues generated from the sources specified in Section 2 hereof.

2. Sources and Uses of Tax Increment Revenues.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 6**

(a) The following Tax Increment Revenues attributable to the levies of ad valorem taxes and Specific Taxes upon the Eligible Property that are eligible for capture by the Authority under Act 281, will comprise the sources of Tax Increment Revenues available to the Authority for purposes of the Plan and to make the reimbursement payments required under this Agreement:

(i) Levies of the Township, the County of Washtenaw, the Washtenaw Community College, Huron Clinton Metropolitan Authority and any other taxing jurisdictions that levy ad valorem taxes or Specific Local Taxes, except ad valorem taxes or Specific Local Taxes attributable to taxes levied by the State, local school district or intermediate school district.

(ii) Tax Increment Revenues shall not include ad valorem taxes or Specific Local Taxes attributable to taxes levied by the State, local school district or intermediate school district.

(b) As stated in the Plan, the Authority shall capture 50% of the Tax Increment Revenues attributable to the real property portion of the Eligible Property for a capture period of approximately fifteen (15) years, representing taxes captured in the years 2013 through 2028. The Authority shall not capture taxes attributable to personal property or any other real property improvements on the site that are not related to the Environmental Chassis Chamber. All taxes and Specific Local Taxes not captured by the Authority shall be disbursed to the appropriate taxing jurisdiction and shall not be available for reimbursement to the MSF.

**3. Determination of Infrastructure Improvements Qualified for Reimbursement.**

(a) All costs of Infrastructure Improvements for which the MSF seeks reimbursement from Tax Increment Revenues shall satisfy each of the following applicable qualifications:

Execution Copy

3

(i) The cost of the Infrastructure Improvements is included in the Plan or any amendment or supplement thereto; and the Infrastructure Improvements are made in accordance with the terms of the Plan, this Agreement, and all applicable state and federal laws and regulations. Provided however, notwithstanding anything to the contrary, the Authority shall not amend the Plan to prohibit payment to the MSF as required under this Agreement.

(ii) The cost of the Infrastructure Improvements is properly payable from Tax Increment Revenues under Act 281.

(b) The MSF understands and agrees that any reimbursement by or on behalf of the Authority of any expenses for approved activities shall be only for Infrastructure Improvements and as otherwise permitted in Act 281 and the Plan and for which reimbursement is authorized under this Agreement. It is further understood and agreed that any reimbursement to or on behalf of MSF shall only occur to the extent that Tax Increment Revenues are generated from the Eligible Property and those Tax Increment Revenues are available under Act 281 and this Agreement for the making of reimbursements to the MSF for Infrastructure Improvements.

**4. Authority Reimbursement Payments to MSF.**

(a) The Authority agrees to reimburse the MSF from Tax Increment Revenues

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 7**

captured from the Eligible Property an amount equal to the cost of Infrastructure Improvements as paid for by MSF pursuant to the Grant Agreement, which costs are currently estimated in excess of \$2,500,000 as shown on Appendix B attached hereto and made a part hereof, in accordance with the Plan, up to a maximum reimbursement of \$2,500,000, unless otherwise agreed to by the MSF and the Authority in writing as an amendment to this Agreement.

(b) From time to time, but not more frequently than semi-annually without approval of the Authority, the MSF may submit to the Authority prior to completion of Infrastructure Improvements a certification of costs of Infrastructure Improvements paid or incurred for reimbursement in accordance with this Agreement and the Plan. Such certification shall include a narrative of the approved activities performed showing that such activities qualify for reimbursement under this Agreement, copies of all documents or reports provided by HATCI under the Grant Agreement or otherwise to support the payment requested, a copy of invoices provided by HATCI under the Grant Agreement or otherwise for the work described in such certification, and any substantiating documentation for such invoices that is reasonably requested by the Authority.

(c) Within thirty (30) days of its receipt of such statement and supporting invoices, the Authority shall complete its review of the submission to confirm that such activities qualify for reimbursement under this Agreement and the Plan and advise the MSF in writing (the "Written Determination") of its confirmation, or if any activities do not so qualify, the specific reasons why the Authority believes that such activities do not so qualify.

(d) To the extent that such submission is approved, the Authority shall cause the MSF to be paid the amounts approved within ninety (90) days after the date of submission of the statement by the MSF but only to the extent that Tax Increment Revenues attributable to the

Execution Copy

4

Eligible Property are available. If sufficient Tax Increment Revenues attributable to the Eligible Property are not available at the time a submission for costs of Infrastructure Improvements is approved and payment is due, the approved amount shall be paid from future collections, if any, by the Authority of Tax Increment Revenues attributable to the Eligible Property within thirty (30) days of receipt of such future collections.

(e) To the extent that reimbursement for any portion of such submission is not approved during the review period provided by Section 4(c), such determination shall become final and shall not be subject to further review unless the MSF provides notice of challenge in writing to the Authority within thirty (30) days of the date of the Written Determination. Upon receipt of such notice of challenge, the Authority or its representative shall meet promptly with the MSF or its representative, to discuss the reasons the submission (or any portion thereof) was not approved and, if applicable, the conditions pursuant to which the MSF may obtain approval of such disallowed amounts. The MSF and the Authority agree to work cooperatively and diligently to resolve any dispute regarding disallowed amounts.

(f) The MSF shall notify the Authority of the completion of Infrastructure Improvements for which reimbursement may be sought under this Agreement as soon as practical after the MSF is advised in writing of such completion by HATCI. The MSF shall provide the

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 8**

Authority with a final certification of costs of Infrastructure Improvements within ninety (90) days after being notified by HATCI of the date of completion of the Infrastructure Improvements for which reimbursement is sought under this Agreement or such later date as agreed to by the MSF and the Authority, or its designee. The MSF shall receive progress payments under Section 4(d) for costs incurred for Infrastructure Improvements prior to final certification.

(g) No interest or other similar charge shall accrue or attach to any reimbursement payment agreed to by Authority under this Agreement.

(h) The Authority shall not be required to capture Tax Increment Revenues to be used to reimburse the MSF pursuant to this Agreement for any tax periods ending after December 31, 2028, unless the Authority and the Township decide to extend capture of Tax Increment Revenues for tax periods beyond such date.

**5. MSF Obligations, Representations and Warranties.**

(a) The MSF represents and warrants the following:

(i) The MSF is a public body corporate and politic within the Department of Treasury of the State of Michigan, created under the Michigan Strategic Fund Act, MCL 125.2001, et seq.

(ii) Except as disclosed in writing to the Authority, or provided by law, no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the MSF or the performance of any of its obligations under this Agreement.

Execution Copy

5

**6. Authority Obligations, Representations and Warranties.**

(a) The Authority represents and warrants the following:

(i) The Authority is a local development finance authority, duly organized and validly existing under Act 281 and the laws of the State of Michigan. The person or persons executing this Agreement have full power and complete authority to execute this Agreement.

(ii) The performance by the Authority of all obligations, covenants, commitments and undertakings of the Authority pursuant to this Agreement is not, and will not be, in violation of any law, ordinance, rule, regulation, order, policy, guideline or other requirement of any government, or any instrumentality or agency thereof.

(iii) The Plan provides that the Plan will not expire before December 31, 2028. So long as the Authority is obligated to make payments to the MSF under this Agreement, the Authority will not amend the Plan to provide for an earlier expiration date of the Plan, or to prohibit payments to the MSF as required under this Agreement.

**7. Loss of Revenue from a Taxing Jurisdiction**

It is understood that the Plan as approved is intended to capture Tax Increment Revenues from several taxing jurisdictions. In the event that a taxing jurisdiction, or any other party, challenges the capture of any tax revenues hereunder, the Authority shall take reasonable steps to defend such challenge and the Plan, and as soon as practical after knowledge of such

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 9**

challenge, provide written notice of such challenge to the MSF. In the event the State, an agency thereof, or a court of competent jurisdiction issues an order preventing the capture and use of those revenues and requiring the refund or repayment of any captured Tax Increment Revenue previously paid to MSF pursuant to this Agreement, the MSF agrees to repay to the Authority (or as otherwise ordered by the court), the captured Tax Increment Revenues previously paid to MSF

pursuant to this Agreement which are required by the court order to be refunded or repaid.

**8. Termination and Remedies.**

(a) The Authority may terminate this Agreement should the MSF (1) fail to fulfill in a timely and proper manner any of its obligations under Sections 3, 4 or 7; or (2) violate a representation, covenant or warranty in Section 5; provided, that before such termination the Authority shall deliver to the MSF a written notice of termination specifically describing the breach causing issuance of the notice of termination, and the MSF shall have sixty (60) days after

delivery of the notice to cure such breach; provided however, if the nature of the breach is such that sixty (60) days is not a reasonable time to complete the cure, then provided the MSF has commenced activities to cure the breach and is diligently pursuing the cure of the breach, the MSF shall have a reasonable time to cure the breach, provided, however, in no event shall such cure period exceed ninety (90) days without the prior written approval of the Authority. If the MSF cures the breach within the time allowed, then this Agreement shall not be terminated for

Execution Copy

6

the breach. If the MSF does not cure, then the termination shall be effective on the 31st day after the notice of termination is delivered unless the cure period is extended pursuant to this Section.

(b) In the event of a breach of any of the provisions of Section 5 of this Agreement, the Authority may request the MSF to return to the Authority any and all reimbursement payments made to the MSF pursuant to Section 4 of this Agreement, and pursue all available remedies to require any return to the Authority of any such reimbursement payments.

(c) Upon the effective date of the termination of this Agreement, the Authority shall have no further obligation under this Agreement to make any payments to the MSF in reimbursement of any costs of Infrastructure Improvements.

(d) In lieu of termination, the Authority may, in its sole discretion, seek to enforce and compel performance with the terms of this Agreement in a court of competent jurisdiction by specific performance or mandatory injunction and may pursue any other remedy that may be available to it at law or equity.

**9. Effective Date.**

This Agreement shall take effect on the Effective Date upon its execution by the Authority and the MSF.

**10. Miscellaneous.**

(a) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the MSF and the Authority, and their respective heirs, successors, assigns and transferees.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 10**

(b) Governing Law. This Agreement shall be interpreted and construed in accordance with Michigan law and shall be subject to interpretation and enforcement only in Michigan courts with appropriate jurisdiction.

(c) Counterparts. This Agreement may be signed in counterparts.

(d) No Third Party Beneficiary. In no event shall the provisions of this Agreement be deemed to inure to the benefit of or be enforceable by any third party.

(e) Amendment. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by the parties.

(f) Entire Agreement. This Agreement constitutes the entire agreement of the parties and integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Execution Copy

7

(g) Severability. If any clause, provision or section of this Agreement shall be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect the validity of any of the remaining clauses, provisions or sections of this Agreement.

(h) Notices. All notices, certificates or communications required by this Agreement to be given shall be sufficiently given and shall be deemed delivered when personally served or sent by facsimile (promptly confirmed in writing) or when mailed by express courier or registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties at the addresses listed below:

If to the Authority: Local Development Finance Authority of the  
Charter Township of Superior

Attn: David Phillips, Superior Township Clerk

3040 North Prospect Road

Ypsilanti, Michigan 48198

Phone: 734-482-6099

Fax: 734-482-3842

e-mail: davidphillips@superior-twp.org

If to the MSF: Michigan Strategic Fund

Attn: MSF Fund Manager

300 North Washington Square

Lansing, Michigan 48913

Phone: 517-241-0571

Fax: 517-373-6683

Execution Copy

8

**SIGNATURE PAGE TO REIMBURSEMENT AGREEMENT  
LOCAL DEVELOPMENT FINANCE AUTHORITY OF THE  
CHARTER TOWNSHIP OF SUPERIOR,**

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 11**

a Michigan municipal corporation

---

By: By:

Its: Chairperson Its: Secretary

**MICHIGAN STRATEGIC FUND**

---

Karla J. Campbell

Its: Fund Manager

Execution Copy

A-1

**APPENDIX A**

**LEGAL DESCRIPTION OF ELIGIBLE PROPERTY**

The Eligible Property consists solely of the new addition to the existing structure located at 6800 Geddes Road which will be used as the Environmental Chassis Chamber, to be located on the following parcel:

Parcel 1: 10-32-100-003 (6800 Geddes Road):

ASSR REQ QCD L4621 P837 06/08/04 SU 32-1A PCL "I" COM AT NE COR OF SEC 32, TH S 87-03-35 W 60.00 FT TO A POB, TH S 02-12-36 E 2118.18 FT, TH S 87-03-35 W 1140.10 FT, TH N 02-12-36 W 2118.18 FT, TH N 87-03-35 E 1140.10 FT TO THE POB. PT OF NE 1/4 SEC 32, T2S-R7E. 55.44 AC.

Execution Copy

B-1

**APPENDIX B**

**DESCRIPTION AND ESTIMATED COST OF INFRASTRUCTURE IMPROVEMENTS  
TO BE REIMBURSED FROM TAX INCREMENT REVENUES**

Superior Township Attorney Fees \$25,000.00

Spark Incentive PM \$11,000.00

SSOE Civil Engineering \$15,000.00

IBI Civil Engineering \$6,300.00

Aristeo Construction PM \$100,000.00

Washtenaw County Permits \$4,000.00

Superior Township Permits \$25,000.00

Superior Township Landscaping Berms \$75,000.00

Shaw Electrical Contractor \$700,000.00

DTE Electrical Substation \$1,668,510.00

Hastings Soil Borings \$625.00

Livingston

Engineering

Survey \$5,700.00

Livingston

Engineering

Trec Survey \$300.00

ASI/Modlex Sign/Permit \$1,000.00

HATCI Electrical Improvements \$185,000.00

**TOTAL**

**\$2,822,435.00**

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 12**

It was moved by McKinney, seconded by Caviston for the Board to approve the Reimbursement Agreement between Superior Township and the Michigan Strategic Fund.

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

Nays: None

Absent: None

The motion carried.

**9. UNFINISHED BUSINESS**

There was none.

**10. NEW BUSINESS**

**A. UTILITY DEPARTEMENT, WATER AND SEWER RATE INCREASE**

Rick Church, Utility Department Director, was present and provided the Board with a Request for Legislation. He explained that the Ypsilanti Community Utilities Authority (YCUA) is raising their rates for water and sewer they provide to Superior Township. The increase in costs, 5% for water and 3% for sewer are proposed to be passed through to Superior Township's YCUA supplied customers. All of the changes are effective to Superior Township's customer's water and wastewater services used beginning October 1, 2012.

SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
September 17, 2012

**RESOLUTION 2012-22**

**Resolution Amending the 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 17th of September, 2012, at 7:30 p.m. Eastern Standard Time, the following resolution was offered by McKinney and supported by Green.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 13**

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

WHEREAS, Ypsilanti Community Utilities Authority has increased the charge for water by 5.0% and for sewer by 3%, 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 42.8 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. Water and sewer rate changes will be effective for Water and Wastewater services used beginning October 1, 2012

**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 September 17, 2012.

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

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

**SCHEDULE A**

**SUPERIOR CHARTER TOWNSHIP  
UTILITY DEPARTMENT FEES**

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 14**

**575 EAST CLARK ROAD  
YPSILANTI, MI 48198  
734-480-5500**

RESOLUTION ADOPTED FEBRUARY 27, 1996 AND AS AMENDED THROUGH SEPTEMBER 17, 2012. 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 rates for Township customers served from the YCUA system.

Effective for Water Services Used Beginning October 1, 2012

Water	\$4.280 per 100 cubic feet
Minimum quarterly billing	\$42.80 (1000 cubic feet)

Effective for Wastewater Services Used Beginning October 1, 2012

Sewer	\$2.805 per 100 cubic feet
Minimum quarterly billing	\$28.05 (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.

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

Nays: None

Absent: None

The resolution was adopted.

**B. PROPOSED MILLAGES FOR 2013**

Supervisor McFarlane presented a document to the Board which outlined the proposed millages for 2013. Supervisor McFarlane said the millage reduction fraction is 1 this year and that a public hearing is only required if the municipality desires to increase the revenue over the allocated millage. There may be minor changes to the Taxable value based on tax tribunal

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 15**

results. The current State Taxable Value for real and personal property is \$ 535,279,316. The IFT for Hyundai is \$32,948,930.

It was moved by McKinney, seconded by Williams, to adopt the following millages, which were provided in Supervisor McFarlane's memo:

			2013		
General fund	535,279,316	X .8192	=	\$438,500.00	
Law Fund	535,279,316	X 2.25	=	\$1,204,378.00	voted 2012-2014
Fire Fund	535,279,316	X 3.00	=	\$1,605,837.00	voted 2012-2014
Legal defense	535,279,316	X .125	=	\$66,909.00	voted 2012-2014

IFT Hyundai

½ millage

General Fund	32,948,930	X .4096	=	\$13,495.00
Law Fund	32,948,930	X 1.125	=	\$37,067.00
Fire Fund	32,948,930	X 1.50	=	\$49,423.00
Legal Defense	32,948,930	X .0625	=	\$2,059.00

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

Nays: None

Absent: None

The motion carried.

**C. 2013 BUDGETS, SET PUBLIC HEARING**

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 16**

Supervisor McFarlane requested that the Board set the public hearing on the 2013 Budgets for the next regularly scheduled meeting of October 15, 2012.

It was moved by McKinney, seconded by Lewis, to set the public hearing on the 2013 Budgets for the next regularly scheduled meeting of October 15, 2012.

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

Nays: None

Absent: None

The motion carried.

**D. 2012 STREETLIGHT ASSESSMENTS**

The Board was provided with a spreadsheet of the costs for streetlights in the different subdivisions. The total cost was \$87,833.81.

It was moved by McKinney, seconded by Caviston, to approve the 2012 Streetlight Assessments as indicated in Susan Mumm's September 20, 2012 memo and spreadsheet.

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

Nays: None

Absent: None

The motion carried

**E. ORDINANCE NO. 174-11, ST. JOSEPH MERCY HOSPITAL, AREA PLAN AMENDMENT, FIRST READING**

St. Joseph's Mercy Hospital is proposing to develop a 47,200 square foot two-story addition and renovation to the existing Surgery Pavilion. They would relocate their existing out-patient surgery room to this new addition. Relocating the outpatient surgery facility to adjacent to the existing surgery facility would save money and increase efficiencies by sharing services necessary for operating rooms. The proposed addition would include nine out-patient operating

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 17**

rooms, thirty-six prep/recovery stalls, public waiting area and staff and support areas. It would result in the reduction of sixteen parking spaces. The hospital has completed a parking study and determined they have an excess of parking spaces and the reduction will not negatively affect the facility. On August 20, 2012, the Superior Township Planning Commission recommended approval of STPC #12-06, St. Joseph Mercy Hospital Area Plan Amendment- Outpatient Surgery Pavilion.

It was moved by Caviston, seconded by McKinney, for the Superior Township Board of Trustees to approve the first reading of Ordinance #174-11 as follows:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**ORDINANCE # 174-11  
OUTPATIENT SURGERY PAVILION  
AMENDMENT TO THE ST. JOSEPH MERCY HOSPITAL AREA PLAN**

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

**SECTION 5I**

Superior Charter Township Ordinance Number 174, designated Superior Charter Township Zoning Ordinance, adopted August 4, 2008 and effective August 14, 2008, as amended, and the zoning district map attached thereto and made a part thereof, are hereby amended by amending the Area Plan for St. Joseph Mercy Health System to include the Outpatient Surgery Pavilion Area Plan Amendment dated August 1, 2012.

**SECTION II**

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

Commencing at the S 1/4 corner of fractional Section 31, T2S, R7E, Superior Township, Washtenaw County, Michigan, thence S 88° 07' 45" W 66.01 feet along the south line of fractional Section 31 and the centerline of Clark Road, thence N 00° 50' 30" W 60.01 feet to the POINT OF BEGINNING, thence S 88° 07' 45" W 2428.11 feet along the north right-of-way line of Clark Road (60.00 feet 1/2 width), thence along the east right-of-way line of Golfside Road extension in the following six (6) courses: N 02° 05' 59" E 133.16 feet, Northeasterly 416.82 feet along the arc of a curve to the right having a radius of 600.00 feet passing through a central angle of 39° 48' 13" with a long chord bearing N 22° 00' 05" E 408.49 feet, N 41° 54' 12" E 192.76 feet, Northwesterly 850.38 feet along the arc of a curve to the left having a radius of 700.00 feet passing through a central angle of 69° 36' 16" with a long chord bearing N 07° 06' 04" E 799.04 feet, N 23° 44' 04" E 79.54 feet, N 23° 34' 41" E 60.09 feet, thence N 63° 05' 26" W 396.19 feet along the northeasterly right-of-way line of said Huron River Drive (120.00 feet total width) thence N 36° 19' 51" E 1763.93 feet, thence N 00° 04' 55" W 332.14 feet, thence northeasterly in the following eight (8) courses along an intermediate traverse line on the southeasterly bank of the Huron River, said intermediate traverse line lying southeasterly of the 735 foot contour line of said Huron River, N 55° 50' 24" E 162.91 feet, N 48° 13' 58" E 141.41 feet, N 41° 53' 37" E 224.29 feet, N 47° 10' 21" E 117.00 feet, N 38° 21' 20" E 151.52 feet, N 57° 10' 34" E 201.88 feet, N 77° 13' 14" E 165.93 feet, N 02° 57' 08" E 374.74 feet to the southwesterly right-of-way line of the Penn Central Railroad, thence southeasterly along the southwesterly right-of-way line of said Penn Central Railroad 1065.99 feet along the arc of a non-tangential circular curve concave southwesterly, radius 2167.90 feet, central angle 28° 10' 24", chord S 78° 08' 32" E 1055.29 feet, thence continuing southeasterly along the southwesterly right-of-way line of said Penn Central Railroad, 684.31 feet along the arc of a non-tangential circular curve concave southwesterly, radius 2196.90 feet, central angle 17° 50' 49", chord S 54° 41' 26" E 681.54 feet, thence continuing

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 18**

southeasterly along the southwesterly right-of-way line of said Penn Central Railroad, 390.76 feet along the arc of a non-tangential circular curve concave southwesterly radius 2091.90 feet, central angle 10° 42' 09" chord S 40° 31' 56" E 390.19 feet, thence continuing southeasterly along the southwesterly right-of-way line of said Penn Central Railroad, S 35° 11' 26" E 235.05 feet, thence continuing southeasterly along the southwesterly right-of-way line of said Penn Central Railroad, S 34° 19' 33" E 697.23 feet, thence S 23° 55' 12" W 1020.86 feet, thence N 89° 18' 12" E 399.19 feet, thence southerly in the following twelve (12) courses along an intermediate traverse line on the westerly bank of the Huron River, said intermediate traverse line lying westerly of the waters edge of said Huron River, S 03° 42' 01" E 80.37 feet, S 06° 17' 26" E 150.00 feet, S 17° 05' 18" W 101.77 feet, S 36° 22' 47" W 93.24 feet, S 64° 41' 21" W 95.32 feet, S 08° 50' 35" W 118.19 feet, S 20° 01' 21" W 312.87 feet, S 03° 23' 57" E 61.70 feet, S 10° 27' 52" E 231.19 feet, S 33° 30' 27" E 124.44 feet, S 34° 44' 42" E 96.92 feet, S 42° 09' 35" E 168.35 feet, thence S 25° 42' 23" W 473.67 feet, thence S 87° 25' 00" W 46.69 feet, thence N 59° 34' 37" W 60.59 feet along the northeasterly right-of-way line of Huron River Drive, thence S 87° 25' 00" W 265.87 feet along the north right-of-way line of Huron River Drive, thence S 89° 06' 22" W 914.80 feet along the north right-of-way line of Huron River Drive, thence S 87° 25' 00" W 66.02 feet along the north right-of-way line of said Huron River Drive, thence N 00° 50' 30" W 251.35 feet, thence S 89° 09' 30" W 440.02 feet, thence S 00° 50' 30" E 263.99 feet to the POINT OF BEGINNING, being a part of Fractional Section 31, T2S, R7E, Superior Township, Washtenaw County, Michigan, together with all that land lying between the 735 foot contour line of the Huron River and the intermediate traverse line, also all that land lying between the waters edge of the Huron River and the intermediate traverse line on the easterly side of the above described parcel, containing 340.8 acres of land, more or less.

**SECTION III**

The Area Plan of St. Joseph Mercy Hospital Health System shall be amended to include the Outpatient Surgery Pavilion Area Plan Amendment dated August 1, 2012.

**SECTION IV**

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

**CERTIFICATION**

I, David Phillips, Clerk of the Charter Township of Superior, Washtenaw County, Michigan, hereby certify that this is a true copy of an Ordinance adopted by the Superior Charter Township Board for first reading at a regular meeting held on September and for final reading on September 17, 2012. This Ordinance shall become effective on the eighth day following publication of second and final reading, or such later date as may be provided herein or by law.

William McFarlane, Supervisor

David Phillips, Clerk

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

Nays: None

Absent: None

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 19**

The motion carried

**F. REPUBLIC WASTE CONTRACT RENEWAL 2012-2018**

Supervisor McFarlane explained that the current five year contact with Republic Waste to provide solid waste collection for the entire Township expires on September 30, 2012. Through negotiations with Township officials, Republic Waste has proposed to amend and extend the current contract of an additional five years. The amendments include lower per unit per month cost of the proposed contract is actually less for the first four years than the current contract price (\$51.91 per quarter current vs. \$49.23 per quarter proposed for 2013 and 2014); replacing the current 18 gallon recycling bin with either a 95 or 65 gallon cart for recyclables and collect recyclables and yard waste every other week; there are modest changes in the bag and tag pricing, the fuel escalator and the policy on replacement of carts.

**FIRST AMENDMENT TO THE CHARTER TOWNSHIP OF SUPERIOR  
SOLID WASTE COLLECTION AGREEMENT**

This First Amendment (hereafter, the "Amendment") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2012 between the Charter Township of Superior (hereafter referred to as the "TOWNSHIP") and Allied Waste Systems Inc. (hereafter referred to as the "CONTRACTOR"), as successor in interest to Republic Services of Michigan Hauling, LLC. The TOWNSHIP and CONTRACTOR are referred to in this Amendment collectively as the "Parties" and individually as a "Party."

**1. Statement of Purposes**

- 1.1. The TOWNSHIP and Republic Services of Michigan Hauling, LLC ("Republic") entered into that certain Solid Waste Collection Agreement, dated September 24, 2007 (the "Contract").
- 1.2. Republic has assigned and CONTRACTOR has assumed all of Republic's right, title and interest in and to the Contract.
- 1.3. The Contract allows for an extension of the Contract term and conditions, upon mutual agreement of the Parties, and the Parties desire to extend the Contract and to make such other Contract modifications; in accordance with the terms and conditions set forth below.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 20**

1.4. For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties have agreed to the following.

**2. Extension of Contract Term**

2.1. The term of the Contract is hereby extended for a period of five (5) years, from October 1, 2012 through September 31, 2017 as approved by the Township Board. The term of the Contract may be further extended thereafter for additional period(s) of time, as may be mutually agreed upon by the Parties. Any such extension shall be provided for by a written amendment to the Contract.

**3. Solid Waste Collection Service**

3.1. The CONTRACTOR shall continue to provide collection service of solid waste from carts provided by the CONTRACTOR. Residents must have a cart in order to receive collection service. Residents can choose to participate in the bag and tag program in lieu of regular service.

3.2. The solid waste materials collected by the CONTRACTOR shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; infectious wastes; medical wastes; or radioactive wastes, each as defined by applicable federal, state or local laws or regulations or any other materials specifically excluded by the Contract (collectively, "Excluded Waste").

**4. Recycling Collection Program**

4.1. The CONTRACTOR shall provide collection of recycling materials on an every other week basis (EOW). Furthermore, the CONTRACTOR shall provide each participating household with a 95-gallon cart (owned by CONTRACTOR) for the containment and collection of recyclables. CONTRACTOR shall make available a 65-gallon cart to residents upon request.

4.2. The CONTRACTOR shall provide a 95-gallon cart to each household registered under the Bag Tag Program for the containment and collection of recycling materials on an every other week basis (EOW).

**5. Yard Waste Collection Service**

5.1. The CONTRACTOR shall provide collection of yard waste materials on an every other week basis (EOW). Yard waste collection season shall be from April 1 continuing through November 30 annually.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 21**

5.2. Yard waste must be placed in biodegradable Kraft paper bags or placed loose in 10-35 gallon cans clearly marked "Yard Waste". Branches and twigs must be placed in bundled/tied no larger than 2 feet by 4 feet long. Bags and/or bundles may not exceed 60 lbs in weight. Tree branches and logs exceeding four feet (4') in length or three inches (3") in diameter. Tree trunks, stumps, or plastic bags will not be accepted.

**6. Title to Waste**

6.1. The CONTRACTOR shall acquire title to solid waste materials, recycling materials and yard waste when they are loaded into the CONTRACTOR's truck. Title to and liability for any Excluded Waste shall remain with the generator of such waste and shall at no time pass to the CONTRACTOR.

**7. Cart Replacement & Repair**

7.1. Pursuant to the Contract, the CONTRACTOR has provided each and every residence participating in the cart program with a cart for the collection of solid waste.

7.2. Pursuant to this Amendment, the CONTRACTOR shall provide a cart to each and every residence for the collection of recycling materials.

7.3. The CONTRACTOR shall require and be entitled to the following regarding the carts provided by CONTRACTOR:

7.3.a. Should a cart be lost or stolen, a police report must be filed. CONTRACTOR will replace the missing cart one time at no additional charge upon receipt of said police report. All carts will remain property of the CONTRACTOR.

7.3.b. Carts that are damaged or lost due to negligence of the resident shall be replaced at a cost of \$65.00 per cart. Carts damaged by the CONTRACTOR shall be replaced at no cost to the customer. All carts will remain property of the CONTRACTOR.

7.3.c. Residents that need a cart for the collection of solid waste and do not have one may lease one from the CONTRACTOR for a onetime fee of \$65.00 per cart. All carts will remain property of the CONTRACTOR.

7.3.d. Residents that occupy a home that does not have a cart for the collection of solid waste may lease one from the CONTRACTOR for a onetime fee

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 22**

of \$65.00 per cart. All carts will remain property of the CONTRACTOR.

- 7.3.e. Residents that occupy a new construction home will be provided an initial cart as part of the collection service at no charge. In the event that a cart needs replacement, the replacement of the cart shall be in accordance to the provisions in section 7 of this document.

**8. Compensation**

- 8.1. During the term of this Amendment, the CONTRACTOR shall be compensated in accordance with following compensation schedule for solid waste collection service from CONTRACTOR provided carts:

Year 1 - \$16.41 per unit/month	(\$49.23 per unit/quarter)
Year 2 - \$16.41 per unit/month	(\$49.23 per unit/quarter)
Year 3 - \$16.75 per unit/month	(\$50.25 per unit/quarter)
Year 4 - \$17.09 per unit/month	(\$51.27 per unit/quarter)
Year 5 - \$17.43 per unit/month	(\$52.29 per unit/quarter)

- 8.2. During the term of this Amendment, the CONTRACTOR shall be compensated in accordance with following compensation schedule for Solid Waste and Yard Waste Tags:

Year 1 - \$2.10 per tag
Year 2 - \$2.10 per tag
Year 3 - \$2.15 per tag
Year 4 - \$2.20 per tag
Year 5 - \$2.20 per tag

- 8.2.a. Residents participating under the tag program must sign up for this service with the TOWNSHIP. The TOWNSHIP must notify the CONTRACTOR of any modifications of this list.

**9. Fuel Recovery Fee**

- 9.1. The Contract is predicated upon a base rate of diesel fuel and an assessment of \$0.07 per unit for every \$0.20 change in the cost of diesel fuel above and beyond the base rate as set forth below. The base rate during the term of the Amendment will be as follows:

Year 1 - \$4.10
Year 2 - \$4.10

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 23**

Year 3 - \$4.25  
Year 4 - \$4.50  
Year 5 - \$4.75

**10. Insurance**

10.1. The following changes shall be made to the insurance provisions included in the RFP bid document:

10.1.a. In section 1.2.20, subsection 5, (i) the words "Workers' Compensation" shall be deleted; (ii) "sixty (60)" shall be replaced with "thirty (30)"; the words "Non-Renewal, Reduction and/or Material Change" shall be deleted; and (iv) the word "email" shall be inserted before the word "address".

**11. Indemnification**

11.1. In Section 1.2.21 of the RFP bid document, the last two words of the section shall be deleted and replaced with the words "the negligent or willful misconduct of Contractor".

**12. Miscellaneous**

12.1. Except as expressly modified or amended by this Amendment, the Contract is ratified and affirmed by the Parties, and shall remain in full force and effect, in accordance with its terms.

12.2. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

12.3. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the date set forth above, by their duly authorized representatives.

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 24**

IN PRESENCE OF:

Charter Township of Superior

By: \_\_\_\_\_  
William McFarlane, Supervisor

IN PRESENCE OF:

Allied Waste Systems Inc.

By: \_\_\_\_\_  
Scott Cabauatan,  
Municipal Services Manager

It was moved by McKinney, seconded by Williams, to approve the First Amendment to the Charter Township of Superior solid waste collection agreement with Allied Waste Systems Inc. , as successor in interest to Republic Services of Michigan Hauling, LLC, for a period of five years October 1, 2012 to September 30, 2017, and to approve the Supervisor to sign the contract.

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

Nays: None

Absent: None

The motion carried

**H. DENNIS WILKIN, PA 116 APPLICATION**

Mr. Dennis Wilkin applied for PA 116 on 71.6 acres located in Section 33 of the Township. Supervisor McFarlane explained that the property is zoned Planned Community, as it was previously approved for a subdivision of about 130 single-family residential homes. The parcel is included in the Township Urban Services District, which makes public water and sewer required for the site. There was discussion among Board members about the parcel being located in the area identified in the Master Plan as suitable for urban development to be served by public water and sewer. Board members were also provided with a memo from Zoning Official Rick Mayernik, who explained that farming of the property was a nonconforming use and he

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 25**

recommended the Board deny the PA 116 application because approving it would have the effect of encouraging the survival of a nonconforming use and further investment of the nonconforming use.

It was moved by Green, seconded by Caviston, for the Board to reject the PA 116 application for Dennis Wilkin on the 71 acres located in Section 33.

The motion carried by unanimous voice vote.

**11. PAYMENT OF BILLS**

It was moved by McKinney, seconded by Caviston, that the bills be paid as submitted in the following amounts: General -\$3,244.50; Utilities - \$2,698.00, for a total of \$5,942.50. Further, that the Record of Disbursements be received.

The motion carried by a unanimous voice vote.

**12. PLEAS AND PETITION**

There were none.

**13. ADJOURNMENT**

It was moved by Caviston, seconded by McKinney, that the meeting be adjourned. The motion carried by a voice vote and the meeting adjourned at 9:10 p.m.

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
SEPTEMBER 17, 2012  
PROPOSED MINUTES  
PAGE 26**



## AADL Library Bond Proposal

### The Vision | The Vote

#### The Vision

##### 1. What will a new Downtown Library offer our community?

Here are ten things that are possible in a new building, but are not possible in the current building:

- A destination, multi-age, youth area that can simultaneously accommodate open play, story times, and other youth programming
- A grand, quiet reading room
- A 400-seat auditorium to comfortably accommodate the crowds that AADL's lectures, movies, discussions, and performances already bring to Downtown
- An accessible downtown location for AADL's Local History collections, specifically the collection from *The Ann Arbor News*
- Individual and group study and workspaces throughout the building with adequate comfort, power, and acoustic privacy
- An array of meeting spaces that can simultaneously accommodate events that range from messy, hands-on programs to formal public assemblies
- A café that is open before and after the library hours
- A Friends of the AADL shop in the lobby
- A Media Production Lab that provides high-end computer production bays adjacent to larger, comfortable, public computing areas
- An environmentally sound, comfortable, efficient structure that is accessible to all

##### 2. What will the new library look like?

The Library Board has not commissioned any specific plans at this time. The Board is, however, using the work that was done and paid for in 2008 to develop a program for a 21<sup>st</sup> century library building in Ann Arbor. Even with ongoing changes in technologies, that building program is valid, and we are confident that replacing 110,000 square feet with 160,000 square feet will result in a building that reflects the increasing use of Ann Arbor's Downtown Library with the flexibility to change spaces in the future without major renovations. The Board is asking the community to first decide if it is willing to invest \$65 million. If we receive an affirmative answer from voters, then we would move onto the next step and select an architectural firm and a construction management firm. The Board considers this a prudent, fiscally conservative approach.



**7. Are libraries needed in the age of EBooks and the Internet?**

EBooks and the Internet are a big part of why a new library is needed. The explosion of digital content has not decreased demand for library services; in fact, demand continues to grow, and that demand is increasing for new and different services. The current downtown building was not designed to accommodate, and cannot be retrofitted to enable, the delivery of 21<sup>st</sup> century library services. EBooks and the Internet have changed and expanded the demand that AADL enjoys and works to meet. A building built around warehousing one particular format no longer serves this community well.

**8. How many people use the downtown library?**

- The Downtown Library averages over 600,000 annual visits, about 1,700 visitors per day.
- The Downtown Library averages over 1,000,000 annual checkouts: 32% of total AADL checkouts.
- The Downtown Library holds a collection of over 344,000 items, about 56% of AADL's total collection.
- The Downtown Library serves over 75,000 annual Internet sessions, about 30% of AADL's total.
- Since 2009, there has been a 21% increase in use of meeting rooms by outside organizations; 364 such uses, about one every day in 2011-2012.
- AADL produces over 500 downtown events per year for a total of over 26,000 attendees.

**9. Why does the board think the public is interested in a new downtown library?**

In March of 2012, the Board commissioned EPIC-MRA to conduct a scientific telephone survey of district voters, looking to see whether the library was valued by voters, whether they thought the library was an important part of the community's future, what they liked and disliked about the library today, and whether they would be willing to support building a new library. The survey showed that 45% of the respondents were willing to support a \$65 million bond for a downtown library project. An additional 15% of the respondents said they would likely vote yes to such a bond.

After reviewing that survey, the board held three community forums to discuss the need for a new library, the interests of the public, and the opportunities presented in a new library project. The Board also reviewed past reports and studies about the need for and cost of a new or renovated library. After taking all of that information into consideration, the board decided, in the words of Facilities Committee Chair Prue Rosenthal, "The needs today are even greater, and now is the time for us to ask the community to support construction of a new library that can fulfill the community's requirements for information in many forms for years to come."



## The Vote

### 1. What is a bond proposal?

A bond proposal is a request by the Library Board for voters to approve the sale of bonds, which will raise funds to build a new downtown library.

### 2. Why is a bond proposal necessary?

In 1994, in response to law passed in the legislature, the Ann Arbor Public Schools could no longer fund the operation of a public library with school millage. The AAPS and the City of Ann Arbor then established the Ann Arbor District Library in accordance with this new legislation. The Library is not connected in any way with the budgets of the Ann Arbor Public Schools or the City of Ann Arbor. The Library is a completely separate institution with an elected governing Board of Trustees. In 1994, the voters approved the establishment of the district library, and at the same time approved a millage of 2.0 mills in perpetuity to fund the operations of the Ann Arbor District Library. Today, the Library could levy up to 1.92 mills. Due to the improved technologies and choices made by the Library to use all of our resources to return an investment to the taxpayer, the levy is now 1.55. The current difference between 1.55 and 1.92 is \$1.6 million, and that is not enough to fund a project of this magnitude.

### 3. What is on the November 6, 2012 ballot?

Shall the Ann Arbor District Library, formed by the Ann Arbor Public Schools and the City of Ann Arbor, County of Washtenaw, State of Michigan, borrow the sum of not to exceed sixty-five million dollars (\$65,000,000) and issue its general obligation unlimited tax bonds, in one or more series, payable in not to exceed thirty (30) years from the date of issuance of such bonds, for the purpose of paying all or part of the costs of constructing, furnishing and equipping a new main library building to be located at the current site of the downtown library building, including costs related thereto?

Yes [ ]

No [ ]

The following is for information purposes only:

The estimated millage to be levied in 2013 to pay the debt service on such bonds is 0.56 mills (\$0.56 per \$1,000 of taxable value). In accordance with State law, a portion of the revenue collected may be subject to capture by the City of Ann Arbor Downtown Development Authority and the Scio Township Downtown Development Authority.

**Superior Charter Township  
Washtenaw County, Michigan  
Notice of Hearing on  
2013 Budgets  
October 15, 2012**

At their regularly scheduled meeting of October 15, 2012, 7:30 p.m., at the Superior Township Hall, the Superior Charter Township Board of Trustees will hold a public hearing on the proposed 2013 Budgets for the General Fund, Fire Fund, Fire Reserve Fund, Law Enforcement Fund, Utility Fund, Park Fund, Street Light Fund, Building Fund, Hyundai Construction Bond Fund, Legal Defense Fund, and Sidestreet Maintenance Fund . **The property tax millage rate proposed to be levied to support the proposed budget is as follows:**

<u>Operating</u>	<u>Rate</u>
General fund	0.8192
Law Fund	2.25
Fire Fund	3.00
Legal Defense	0.125
<u>IFT Hyundai</u>	
<u>½ millages</u>	
General Fund	0.4096
Law Fund	1.125
Fire Fund	1.500
Legal Defense	0.0625

Complete copies of the budgets are available for inspection or copying at the Township Hall, 3040 N. Prospect, 9:00 a.m. – 4:00 p.m. weekdays and will be available for public inspection at the public hearing. They are also available online on the Township's website, [www.superior-twp.org](http://www.superior-twp.org). Persons wishing to express their views may do so in person at the public hearing, or in writing addressed to the Township Board at the above address. Superior Township will provide necessary reasonable auxiliary aids and services to individuals with disabilities upon four (4) business days notice to the Township. Individuals requiring auxiliary aids or services should contact Superior Charter Township by writing the Township Clerk.

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

This notice complies with and is posted in compliance with MCL 141.436 and MCL 211.24e (Truth-in-Taxation); Public Act 267 of 1976, as amended, the Open Meetings Act; MCLA 41.72a (2)(3) and the Americans with Disabilities Act.

**SUPERIOR TOWNSHIP BUILDING DEPARTMENT  
MONTH-END REPORT  
SEPTEMBER 2012**

Category	Estimated Cost	Permit Fee	Number of Permits
<b>*Com-Additions</b>	<i>\$238,236.00</i>	<i>\$1,172.00</i>	<i>1</i>
<b>*Com-Renovations</b>	<i>\$25,000.00</i>	<i>\$563.00</i>	<i>1</i>
<b>*Res-Additions (Inc. Garages)</b>	<i>\$228,305.00</i>	<i>\$1,245.00</i>	<i>5</i>
<b>*Res-New Building</b>	<i>\$0.00</i>	<i>\$110.00</i>	<i>1</i>
<b>*Res-Other Building</b>	<i>\$34,400.00</i>	<i>\$155.00</i>	<i>1</i>
<b>*Res-Renovations</b>	<i>\$0.00</i>	<i>\$220.00</i>	<i>2</i>
<b>ELECTRIC PERMITS</b>	<i>\$0.00</i>	<i>\$752.00</i>	<i>8</i>
<b>MECHANICAL PERMIT</b>	<i>\$0.00</i>	<i>\$1,735.00</i>	<i>21</i>
<b>PLUMBING PERMITS</b>	<i>\$0.00</i>	<i>\$345.00</i>	<i>5</i>
<b>Totals</b>	<b><i>\$525,941.00</i></b>	<b><i>\$6,297.00</i></b>	<b><i>45</i></b>

**INSPECTIONS**

RICHARD MAYERNIK

103

ELECTRICAL INSPECTOR  
(CONTRACTOR)

13 @ \$30.00

**REIMBURSEMENTS**

\$390.00

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

Category	Estimated Cost	Permit Fee	Number of Permits
*Com-Additions	\$238,236.00	\$1,172.00	1
*Com-Renovations	\$25,000.00	\$563.00	1
*Res-Additions (Inc. Garages)	\$228,305.00	\$1,245.00	5
*Res-New Building	\$0.00	\$110.00	1
*Res-Other Building	\$34,400.00	\$155.00	1
*Res-Renovations	\$0.00	\$220.00	2
<b>ADDITIONS</b>	<b>\$3,642,010.00</b>	<b>\$9,965.00</b>	<b>32</b>
<b>BUSINESS/COMMERCIAL</b>	<b>\$150,000.00</b>	<b>\$1,226.00</b>	<b>2</b>
<b>DEMOLITIONS</b>	<b>\$0.00</b>	<b>\$400.00</b>	<b>3</b>
<b>DETACHED ACCESSORY STRU</b>	<b>\$202,382.00</b>	<b>\$1,021.00</b>	<b>6</b>
<b>ELECTRIC PERMITS</b>	<b>\$0.00</b>	<b>\$13,076.00</b>	<b>87</b>
<b>HOSPITAL</b>	<b>\$1,838,035.00</b>	<b>\$8,572.00</b>	<b>3</b>
<b>MECHANICAL PERMIT</b>	<b>\$0.00</b>	<b>\$16,665.00</b>	<b>148</b>
<b>OTHER</b>	<b>\$64,835.00</b>	<b>\$906.00</b>	<b>10</b>
<b>PLUMBING PERMITS</b>	<b>\$0.00</b>	<b>\$8,126.00</b>	<b>62</b>
<b>PRIVATE ROAD</b>	<b>\$0.00</b>	<b>\$100.00</b>	<b>1</b>
<b>REMODEL/REPAIRS</b>	<b>\$476,641.00</b>	<b>\$10,430.00</b>	<b>92</b>
<b>SINGLE FAMILY DWELLINGS</b>	<b>\$2,291,671.00</b>	<b>\$10,512.00</b>	<b>6</b>
<b>Totals</b>	<b>\$9,191,515.00</b>	<b>\$84,464.00</b>	<b>463</b>

	INSPECTIONS	REIMBURSEMENTS
RICHARD MAYERNIK (BUILDING OFFICIAL)	1,008	
BUILDING INSPECTOR (SUBSTITUTE CONTRACTOR)	10 @ \$30.00	\$ 300.00
ELECTRICAL INSPECTOR (CONTRACTOR)	133 @ \$30.00 1 PLAN REVIEW	\$3,990.00 \$ 60.00
ELECTRICAL INSPECTOR (SUBSTITUTE CONTRACTOR)	4 @ \$30.00	\$ 120.00
MECH & PLU INSPECTOR (SUBSTITUTE CONTRACTOR)	11 @ \$30.00	\$ 330.00

## 2012 Fire Department Responses September

### Structure Fires: 1

1. Location: 9144 Ascot Dr.  
Property Value: \$150,000.00  
Property Loss: \$10,000.00  
Content Value: \$60,000.00  
Content Loss: \$00.00  
Cause: No Information Provided  
Date: 9-24-12

### Vehicle Fires: 0

### Brush Fires: 1

### Trash Fires: 1

### Medical Emergencies: 49

### Personal Injury Accidents: 3

1. 9-3-12 16 Corners – Pin-In
2. 9-8-12 M-14/Ford
3. 9-15-12 Geddes/Gale

### Property Damage Accidents: 5

### Residential Fire Alarm: 3

### Commercial Fire Alarm: 4

### St. Joseph Mercy Hospital Alarms: 0

### Utility Emergency: 5

### Public Service Request: 5

### Good Intent: 2

### Carbon Monoxide Alarms: 0

### Mutual Aid: 8

### All Other Incidents: 2

### Total Alarms: 89

### Burn Permits: 52

**Superior Township Fire Department Mutual Aid Responses August 2012**

<b>Date</b>	<b>Type</b>	<b>Department</b>	<b>Location</b>	<b>Shift</b>	<b>Info</b>
09/03/12	MA Received	AATFD	16 Corners	2	P.I. Pin - In
09/07/12	AMA Given	AATFD	M-14/ West Triple	3	Rollover
09/08/12	MA Given	YFD	H.R.D./Gregory	3	Rollover/Vehicle Fire
09/09/12	AMA Given	AATFD	U.S. 23/ Geddes	1	Rollover
09/10/12	AMA Given	AATFD	No Info Given	2	P.I.
09/11/12	MA Given	Salem F.D.	Five Mile/Napier	1	Brush Fire
09/18/12	AMA Given	AATFD	Joy/Earhart	1	Rollover/Cancelled in Route
09/24/12	AMA Given	AATFD	U.S. 23/ M-14	3	Rollover
09/24/12	AMA Received	AATFD	9144 Ascot	2	Cancelled In-Route

## Charter Township of Superior

### *Fire Department*

7999 Ford Road. Ypsilanti, Michigan 48198

To: William McFarlane, Supervisor

Date: October 1, 2012

Ref: Fire Marshal Report for September 2012

9/3/12  
Holiday

9/4/12  
Did fire marshal report for August 2012  
Responded to MVA Ford Rd and M-14  
Worked on information for burn committee meeting  
Attended burn committee meeting

9/5/12  
Did second fire code inspection at Ann Arbor Consultation

9/6/12  
Did second inspection at All Season Market  
Meeting at Trinity Church about egress doors  
Responded to MVA Ford Rd at M-153

9/10/12  
Attended fire investigation meeting in Saline  
Sent inspection letter to All Seasons Market  
Talked with Mrs. Davis about blocking egress door at Church  
Attended fire inspector school in Lansing

9/11/12  
Attended fire inspector school in Lansing

9/12/12  
Attended fire inspector school in Lansing

9/13/12  
Attended fire inspector school in Lansing

8/14/12  
Attended fire inspector school in Lansing

9/17/12

Inventory and stored public education material  
Meeting with building inspector about outdoor wood burners

9/18/12

Worked on sprinkler plan review

9/20/12

Finished sprinkler plan review  
Talked with Miguel from Ace sprinkler about testing new installed sprinkler systems

9/24/12

Worked on structure fire investigation  
Reviewed inspection reports from Spears Fire & Safety  
Reviewed inspection reports from Fire Pro Inc.

9/25/12

Worked on fire investigation report  
Worked on outdoor boiler information

9/23/12

Worked in fire investigation report

9/27/12

Finished fire investigation report and drawing  
Reviewed minutes from last burn committee meeting  
Attended burn ordinance committee meeting

Total Inspections to date: 16  
Total Fire Investigations to date: 5  
Structure Fire Investigations: 5  
Grass Fire Investigations: 0  
Vehicle Fire investigations: 0  
Total Hours for September 2012. 113 hrs.  
Total Hour to Date: 373.5 hrs.

Respectfully Submitted:



Wayne Dickinson, Fire Marshal  
Superior Township Fire Department

Cc. Dave Phillips, Clerk

**Superior Township Ordinance Report**  
**September to October 2012**

**Landscape Debris-Blight**

**Ordinance 165**

- 1617 Harvest Dilapidated garage and hole in roof, garage demolished,  
pending
- 8689 Nottingham Ct. wood and furniture on side of house, card left, Removed
- 1039 Stamford flexible dumpster overflowing in drive, card left, no  
response, violation issued, no response, citation filed
- Ford/Plymouth complaint of overflowing dumpsters.  
Cleared
- 8635 Nottingham Ct. Trash accumulated, owner contacted, removed
- 976 Stamford Trash accumulated, owner contacted, removed
- 1653 Harvest Trash accumulated, Republic contacted, removed
- 1739 Devon Trash accumulated, owner contacted, removed
- 9360 Panama Broken fence, owner contacted, pending
- 7540 Plymouth accumulated wood in yard; partially removed after contact,  
pending
- 8812 Nottingham bathroom items at curb, contacted resident, removed
- 1661 Harvest furniture at curb, contacted resident, removed

**Noise Complaints**

- 8690 Cedar Ct. Noise, crowds in street. Owner contacted, abated
- Pine Court Hoop in street, complaints of noise, referred to WCSO

**Animals**

**Vehicles**

8589 Barrington Boat in drive over 72 hrs. 1<sup>st</sup> notice sent, removed

1794 Hamlet large semi in drive across walk; referred to WCSO

4745 Napier Ct. Inoperable vehicles on property, three cars removed, pending

8665 Nottingham Ct. Boat in front yard, 1<sup>st</sup> notice sent

8434 Berkshire, boat in drive, notice sent.

1214 Stamford trailer, 1<sup>st</sup> notice sent

1907 Savannah boat on trailer, notified owner, removed

*Miles: 228*

*Time: 41*

*Submitted by John Hudson, Ordinance Officer*

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

SUPERIOR TOWNSHIP PARK COMMISSION

Regular Meeting

August 27, 2012

Adopted Minutes

- I. Call to Order  
The meeting was called to order by Chair Jan Berry at 7:33 pm.
- II. Roll Call  
Park Commissioners present: Jan Berry, Uva Wilbanks, Marion Morris, Terry Lee Lansing, Sandi Lopez, Martha Kern-Boprie  
  
Park Commissioners absent: Dan Allen  
  
Others present: Alex Williams, Township Trustee; Keith Lockie, Park Administrator
- III. Flag Salute  
Chair Jan Berry led those assembled in the Pledge of Allegiance.
- IV. Agenda Approval  
It was moved by Uva Wilbanks and supported by Marion Morris to approve the agenda with the addition of Old Business (B) Dixboro Fair review. The motion carried.
- V. Prior Meeting Minutes Approval  
A. July 23, 2012  
It was moved by Uva Wilbanks and supported by Sandi Lopez to approve the minutes of 7/23/12 with noted spelling corrections. The motion carried.
- VI. Citizen Participation – there was none
- VII. Board Liaison Report  
Trustee Alex Williams reported that Ellen Kurath provided an update on the many trees recently planted on township properties. The trees are remarkably healthy, in spite of the heat and drought this summer.  
The Township Clean-up Day is scheduled for 10/27/12 from 10:00 am – 2:00 pm at EMU's Rynearson Stadium. Township residents may dispose of nearly anything. Up to four tires may be disposed of for free. There is a charge for tires after the first four.  
The 12.2 acre parcel on Harris Road between Geddes and MacArthur Blvd was purchased last week.  
Trustee Roderick Green was elected Vice-Chair of SEMCOG's Finance Committee.  
Superior Township will pass on Ann Arbor City water & sewer cost increases to customers of that system. This will impact residents of Towsley Farms and Geddes Glen subdivisions.
- VIII. Parks Reports  
A. Chairperson – Jan Berry reminded commissioners that the pumpkin carving event is about two months away. Last year some commissioners expressed interest in seeking donated pumpkins for this event. Chair Berry recommended they seek donations now.  
  
B. Administrator – Keith Lockie submitted a written report. The Basketball Event was successful, but participants drifted in at later times. Donations totaling \$79 were received at the Dixboro Fair. We still have many books left from the give-a-way. A minor collision happened with a Park Dept vehicle on Township Hall property. The 2013 Park & Rec Budget has been drafted and will be presented to Park Commissioners tonight. Shroeter Park maintenance has included brush hogging and train maintenance. Cherry Hill Nature Preserve received an additional pet station and an additional bench.

- C. Board Meeting Attendees – Sandi Lopez attended the August township board meeting, and said Alex Williams’ report covered everything.
- D. Park Steward – no report
- E. Safety – a minor collision occurred when a park truck was backing up in a township hall parking lot and hit a tree. No injuries, some vehicle damage. Park Commissioners discussed the potential impact of new state law and township ordinances regulating exterior burning of yard waste, trees and brush.

It was moved by Uva Wilbanks and supported by Terry Lee Lansing to receive the Parks Reports. The motion carried.

IX. Communications

- A. Email from Coy Vaughn of County Parks RE: Harris Road site
- B. Fireman’s Park Usage Form
- C. 2012 Budget Amendment
- D. 2013 Proposed Budget
- E. Memo regarding Secord’s accident 8/02/12

It was moved by Uva Wilbanks and supported by Marion Morris to receive the Communications. The motion carried.

X. Old Business

- A. New Parks Building/Land Purchase  
Purchase of the land was closed upon last week. Marion Morris, Sandi Lopez and Martha Kern-Boprie outlined the work of the planning committee. Generally it was agreed that the Library board and staff will be the lead applicant for grants, although the committee recognized that some grants may require either the Parks or Library or a collaboration of both to be the applicant. Committee members are beginning research on grant opportunities.
- B. Dixboro Fair review – Many visitors stopped at the Parks booth. All the cook books were given away, as well as many other books. Donations totaling \$79 were contributed. Several park commissioners commented on how helpful Patrick Piggott was. He arrived early, stayed the entire day, and not only took down the Park Dept booth and materials, but also assisted the Superior Land Conservancy and Superior Land Preservation Society with taking down their booths.

XI. New Business

- A. 2013 Proposed Budget  
Keith Lockie reviewed the proposed budget with Park Commissioners, including some staff changes that impact the budget amounts. In aggregate, the budget represents a 1.7% increase over the 2012 budget. Commissioners noted and discussed that the budget does not contain a 2% increase in Park Commissioner stipends, as has been traditional in previous years.

It was moved by Martha Kern-Boprie and supported by Marion Morris to recommend the 2013 budget to the Township Board as drafted, with revenue estimated at \$231,490 and expense of

Administration Department	\$ 68,229
Recreation Department	\$ 14,901
Park Maintenance Department	\$143,359
Park Development/Improvement	<u>\$ 5,000</u>
	\$231,490

Approved by Superior Township Park Commission on 9/24/12

The motion carried.

- XII. Bills for Payment  
It was moved by Uva Wilbanks and supported by Marion Morris to approve payment of the bills totaling \$10,572.45. The motion carried.
- XIII. Financial Statements
  - A. July 2012 – It was moved by Uva Wilbanks and supported by Sandi Lopez to receive the July 2012 financial statements. The motion carried.
- XIV. Pleas and Petitions – there were none
- XV. Adjournment  
It was moved by Uva Wilbanks and supported by Terry Lee Lansing to adjourn at 8:25 pm.  
The motion carried.

Submitted by,  
Martha Kern-Boprie, Park Commissioner and Secretary



# 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@washtenaw.org](mailto:sheriff@washtenaw.org)

MARK A. PTASZEK  
UNDERSHERIFF

October 7<sup>th</sup>, 2012

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 September, 2012. 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 September which has already been forwarded to your billing department.

After a slightly chaotic start to the school year related to traffic, the new South Pointe School at Geddes/Ridge Rds. has developed a fairly smooth pattern for pick-up and drop-off times. Initially considering a comprehensive review, we found that after the first week of school the influx of vehicles accessing the school had managed to work themselves into the daily traffic pattern with little additional disturbance. Having been reviewed for delays by yourself and at least two WCSO supervisors we were pleased to report that traffic in the area was back to satisfactory levels of movement in relation to volume.

Please review and accept 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 48106-9732 • OFFICE (734) 971-8400 • FAX (734) 971-9248 • 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 SEPTEMBER, 2012

### ASSAULT & BATTERY /DOMESTIC / FA

9100 blk of Macarthur  
9000 blk of Matcarthur  
9700 blk of Ravenshire  
1900 blk of White Oak Ln  
1900 blk of White Oak Ln

### BURGLARY

8700 blk of Macarthur Blvd  
8400 blk of Preston Ct  
1500 blk of Wiard  
1700 blk of Knollwood Bnd  
9800 blk of High Meadow Dr  
1500 blk of Wiard Blvd  
1800 blk of Savannah Ln

### LARCENY

3400 blk of Deward Dr  
1900 blk of Brian Ct  
8500 blk of Barrington Dr  
1600 blk of Harvest Ln  
8800 blk of Somerset Ln  
1700 blk of Savannah Ln  
5300 blk of Mcauley Dr  
1500 blk of Ridge  
1800 blk of Sheffield Dr  
8000 blk of Berkshire Dr  
9000 blk off Macarthur Blvd

### UDAA

None

### \*OTHER NOTABLE CALLS FOR THE MONTH

MDOP 0

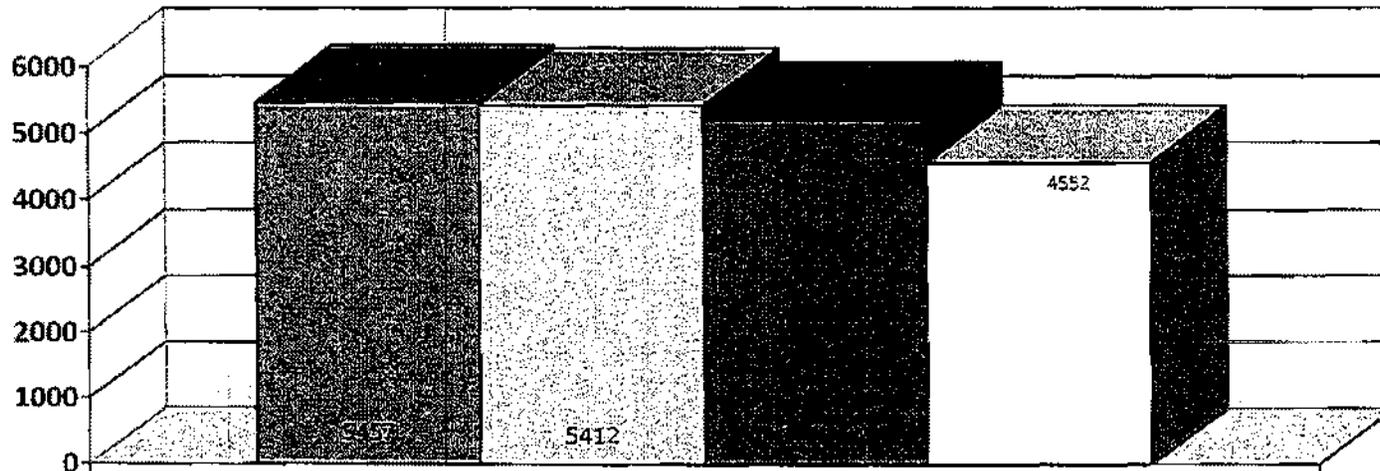
FAMILY TROUBLE 17

DISORDERLY 1

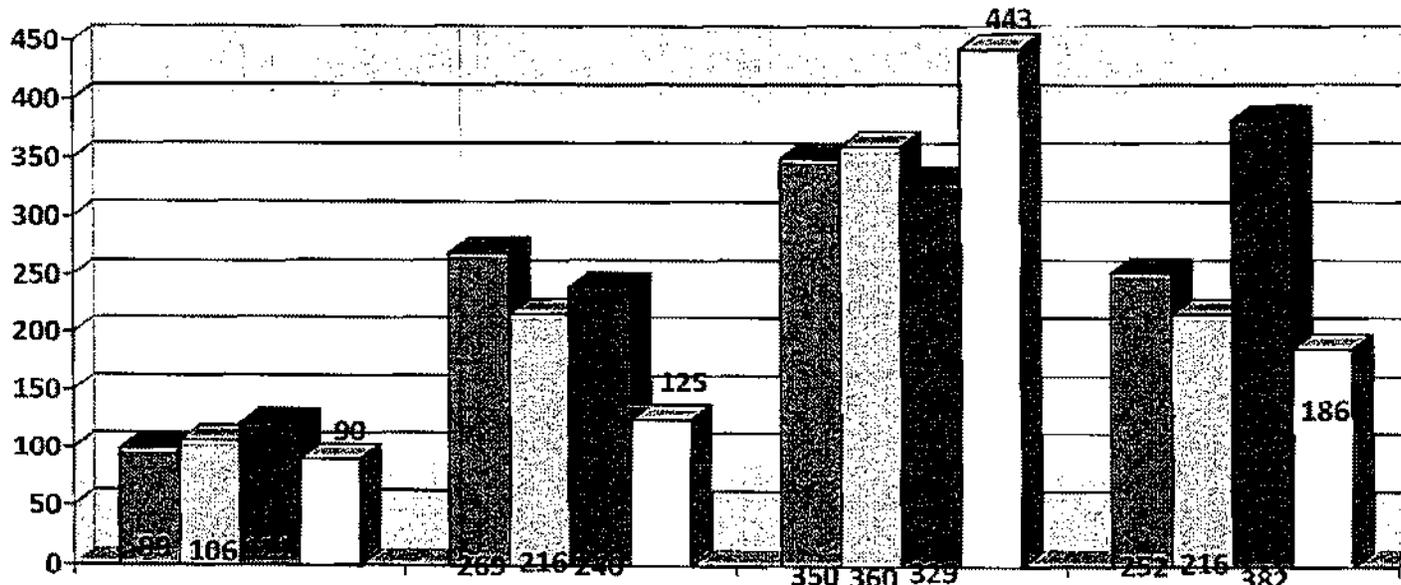
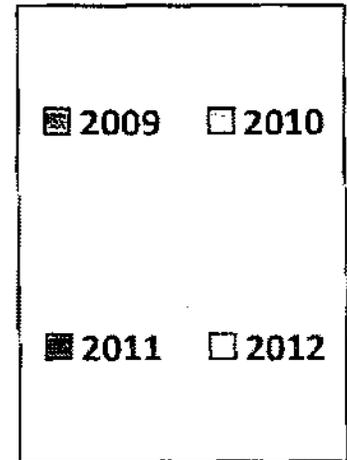
SUSPICIOUS INCIDENTS 63

TRAFFIC CRASH 20

# Superior Township Four Year Activity Report



Total Incidents

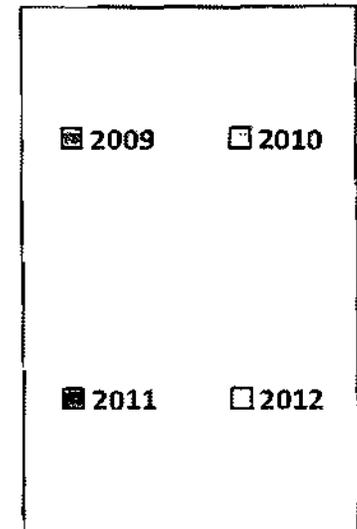


Assault(s)

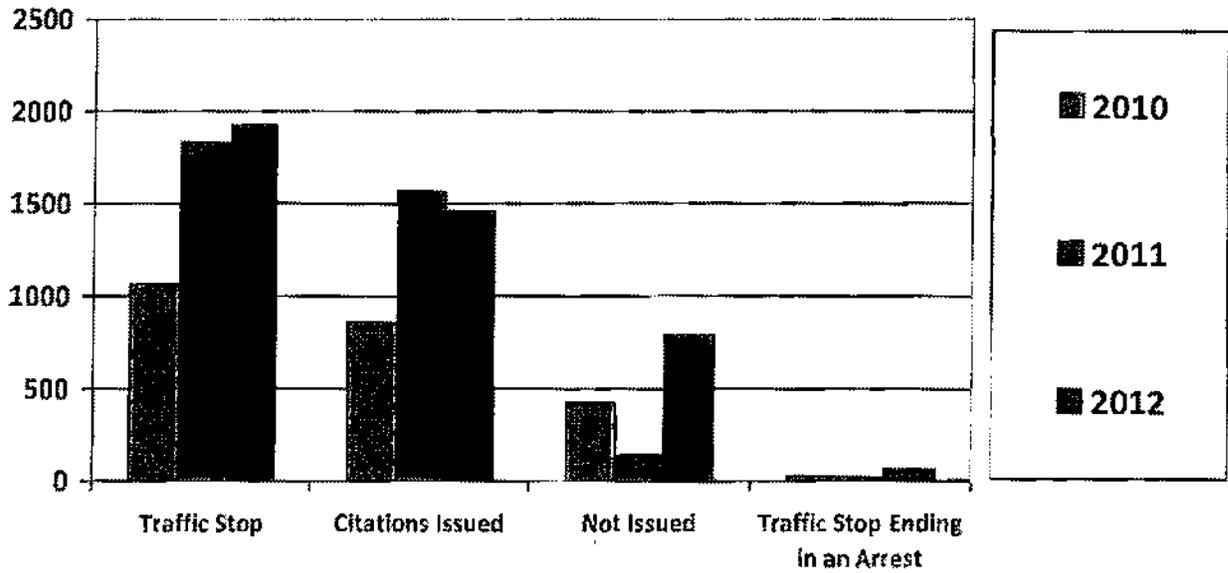
Burglary

Alarms

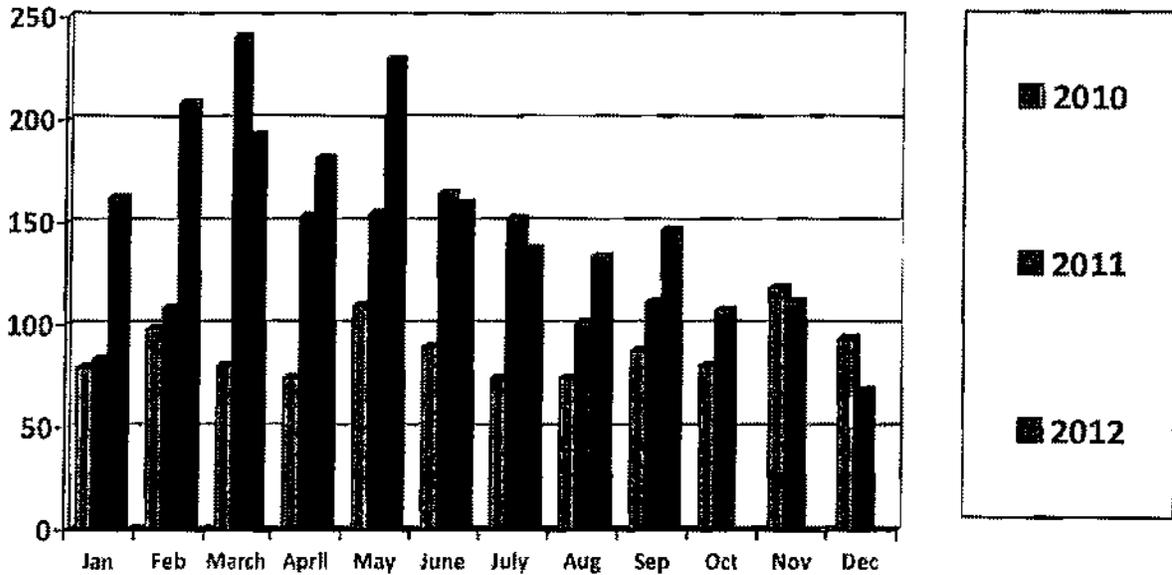
Traffic Crashes



## Superior Twp



## Citations by Month





# Washtenaw County Sheriff's Activity Log

Assist Into Unassigned Area Report (Sorted by Date/Time, then Log ID)

10/03/2012

Assistance into Area: Superior Twp.

12:00 AM

9/1/2012 - 9/30/2012

Log #	Deputy ID//Name	Date/Time	Type
349485	33 HENDRICKS, TODD ALAN	9/1/2012 6:30 PM	Service Request Assist
Location: 1959 ANDOVER		Minutes: 30	Assignment Area: Ypsilanti Twp
Comments: man with gun assist 765		Assist Into: Superior Twp.	
349539	1805 TEETS, CHAD M	9/1/2012 6:35 PM	Service Request Assist
Location: 1977 ANDOVER DR		Minutes: 15	Assignment Area: Ypsilanti Twp
Comments: ASSIST MAN WITH GUN, APPROVED BY SGT MAHALIK		Assist Into: Superior Twp.	
349542	1081 BUFFA, DANIEL P	9/1/2012 6:35 PM	Service Request Assist
Location: 1977 ANDOVER		Minutes: 25	Assignment Area: Ypsilanti Twp
Comments: assisted superior twp units with suicidal subject per sgt mahalick		Assist Into: Superior Twp.	
349535	1793 URBAN, SEAN G	9/1/2012 6:45 PM	Service Request Assist
Location: 1977 ANDOVER		Minutes: 55	Assignment Area: Ypsilanti Twp
Comments: ASSIST DEPUTY MAN W GUN SGT MAHALICK APPROVED		Assist Into: Superior Twp.	
349708	1177 GORNEY, JOHN ARTHUR	9/2/2012 4:15 PM	Traffic Stop
Location:		Minutes: 15	Assignment Area: Salem Twp
Comments: disp: 1-t, sh-283959, impeding		Assist Into: Superior Twp.	
349776	1081 BUFFA, DANIEL P	9/3/2012 2:40 AM	Service Request Assist
Location: 9014 MACARTHUR		Minutes: 10	Assignment Area: Ypsilanti Twp
Comments: man with a gun (sgt mahalick) dispo: 10-25		Assist Into: MacArthur Blvd Contract	
349738	1781 CORRIE, PAUL E	9/3/2012 2:45 AM	Service Request Assist
Location: 9014 MACARTHUR BLVD		Minutes: 15	Assignment Area: Ypsilanti Twp
Comments: ASSIST 768 WITH FIGHT/POSSIBLE MAN WITH GUN. APPROVED OUT OF AREA BY 628. DISPO: UTL/GOA/ALL QUIET		Assist Into: Superior Twp.	
349827	832 HANKAMP, JEFFREY LAMAR	9/3/2012 2:25 PM	Service Requests
Location: 9140 MACARTHUR		Minutes: 35	Assignment Area: Ypsilanti Twp
Comments: Approved by 621, assist w/ bol for dv suspect.		Assist Into: MacArthur Blvd Contract	
350012	1758 YEAGER, BRIAN S	9/4/2012 4:20 PM	Service Request Assist
Location: 4800 HURON RIVER DR		Minutes: 70	Assignment Area: Ypsilanti Twp
Comments: ASSIST ANN ARBOR TWP DEPUTIES RUNAWAY AUSTIC CHILD. BRIEF AT WCC COLLEGE. BOL AREA PER SGT ARMSTRONG		Assist Into: Ann Arbor Twp.	
350098	1081 BUFFA, DANIEL P	9/5/2012 4:15 AM	Service Request Assist
Location: 8767 BARRINGTON DR		Minutes: 25	Assignment Area: Ypsilanti Twp
Comments: shots fired on the blvd. assisted superior twp per sgt mahalick		Assist Into: MacArthur Blvd Contract	
350825	1786 KRINGS, NICHOLAS J	9/9/2012 4:05 AM	Service Request Assist
Location: 395 VILLAGE GREEN BLVD		Minutes: 30	Assignment Area: Ypsilanti Twp
Comments: DISP: ASSIST DEP FARMER ON DISORDERLY / SUBJECTS POSSIBLY ARMED / GOA / UTL / SGT PENNINGTON APPROVED		Assist Into: Ann Arbor Twp.	



# Washtenaw County Sheriff's Activity Log

Assist Into Unassigned Area Report (Sorted by Date/Time, then Log ID)

10/03/2012

Assistance Into Area: Superior Twp.

12:00 AM

9/1/2012 - 9/30/2012

Log #	Deputy ID / Name	Date/Time	Type	Location	Minutes	Assignment Area	Comments	Assist Into
351118	461 SCAFASCI, JOHN ALBERT	9/10/2012 5:25 PM	Service Requests	1723 KNOLLWOOD	50	Ypsilanti Twp	cleared by sgt. armstrong to back superior car w/ two ppo violations	Superior Twp.
351833	1807 WION, JESSICA M	9/14/2012 9:00 AM	Service Requests		15	Scio	sakstrips had vehicle on the back of their rig - picked up at ann-arbor & 94; and taking back to tech center	Superior Twp.
351833	1807 WION, JESSICA M	9/14/2012 11:05 AM	Training		40	Scio	leads online training	Ann Arbor Twp.
351833	1807 WION, JESSICA M	9/14/2012 11:45 AM	Service Request Assist	8394 GLENDALE DR	15	Scio	12-47012 - suspicious - stanton transported to belleville & 94	Superior Twp.
351990	461 SCAFASCI, JOHN ALBERT	9/15/2012 5:45 AM	Service Requests	GEDDES/GALE	120	Ypsilanti Twp	block off roadway, assist superior unit	Superior Twp.
353345	1793 URBAN, SEAN G	9/22/2012 11:20 AM	Service Request Assist	KNOLLWOOD BND	25	Ypsilanti Twp	ASSIST DEPUTY W/ DISORDERLY-- SGT GEISKI APPROVED	Superior Twp.
353391	1177 GORNEY, JOHN ARTHUR	9/22/2012 11:30 PM	Traffic Stop		15	Salem Twp	disp: 1-t, sh-283971, impeding	Superior Twp.
353482	131 MESKO, MARK DOUGLAS	9/23/2012 2:45 PM	Service Requests	5301 E HRD	15	Ypsilanti Twp	Disorderly Persons, advised, V.W. (Dispatched ref: in the immediate area, 1st on scene, unk. Sgt approval).	Superior Twp.

Total Minutes: 620 ( 10 hours 20 minutes )

Salem Twp	2 trips totaling	30 minutes
Scio	3 trips totaling	70 minutes
Ypsilanti Twp	14 trips totaling	520 minutes
Total:	19 trips totaling	620 minutes



# Washtenaw County Sheriff's Activity Log

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

10/3/2012 07:19 AM

Assignment Area: Superior Twp/Ann Arbor Twp

9/1/2012 - 9/30/2012

Log #	Deputy ID// Name	Date/Time	Area	Minutes
349428	351 CROVA, JOSEPH MARIO Type: Service Request Assist Comments: Disp: Assist 708 per Sgt. Egeler	9/01/12 1:00	Ypsilanti Twp.	35
349567	1810 CARTER, ANDREW N Type: Service Request Assist Comments: DISP: PER 628 BACK-UP YPSI TWP UNITS / SECURE - UNFOUNDED	9/02/12 2:35	Ypsilanti Twp.	15
349601	1185 HUNT, CHARLES ALAN Type: Service Request Assist Comments: Disp: Assist Ypsi Units per 628/622	9/02/12 4:00	Ypsilanti Twp.	80
349648	1360 REICH, DEAN A Type: Service Request Assist Comments: BOL AREA / S1 & VEH LOCATED BY 717 / DISPATCH REQUESTED / 626 APPROVED	9/02/12 15:55	Ypsilanti Twp.	15
349876	351 CROVA, JOSEPH MARIO Type: Service Request Assist Comments: disp: set up parmeter for suspect that stabbed a male per sgt mahalick	9/04/12 1:20	Ypsilanti Twp.	30
349895	952 REX, BRIAN ANDREWS Type: Service Requests Comments: Disp: All Ypsi units tied up on FA. I checked the area and cleared out the large party without incident. Per 628	9/04/12 1:35	Ypsilanti Twp.	15
350483	1810 CARTER, ANDREW N Type: Service Requests Comments: DISP: PER 627 / 622 - ASSIST YPSI TWP UNITS AND VAN BUREN PD WITH CROWD AT SPIRITS	9/07/12 0:00	Ypsilanti Twp.	90
350507	952 REX, BRIAN ANDREWS Type: Service Request Assist Comments: Disp: Assist 705 per 622.	9/07/12 1:20	Ypsilanti Twp.	25
350474	351 CROVA, JOSEPH MARIO Type: Service Requests Comments: disp: large fight officer calling for assistance responded per sgt king	9/07/12 2:10	Ypsilanti (city)	20
350507	952 REX, BRIAN ANDREWS Type: Service Request Assist Comments: Disp: Assist YPD w/fight in progress. No other units avail. Per 622	9/07/12 2:45	Ypsilanti (city)	15
350507	952 REX, BRIAN ANDREWS Type: Service Request Assist Comments: Disp: 705 not answering radio. Check security per 622.	9/07/12 4:10	Ypsilanti Twp.	10
350669	1810 CARTER, ANDREW N Type: Self-Initiated Activity Comments: DISP: BACK-UP YPSI UNITS / PER 622 / OFFICER CALLED FOR ASSITANCE / B&E 10-11 / SECURE ONE IN CUSTODY	9/07/12 22:15	Ypsilanti Twp.	30
350936	1775 FARMER, HOLLY C Type: Service Requests Comments: 395 village green disorderly disp: report taken	9/09/12 4:00	York Twp.	65
350936	1775 FARMER, HOLLY C Type: Service Requests Comments: 1550 east clark fire assist disp: cancelled	9/09/12 5:05	York Twp.	15
350918	1050 ROSS, JEREMY DAVID Type: Service Request Assist Comments: back up Ypsi Twp units per 621/secure	9/09/12 12:20	Ypsilanti Twp.	20

351347	1810 CARTER, ANDREW N Type: Service Request Assist Comments: DISP: BACK-UP YPSI UNITS / BUILDING SEARCH - SECURE	Date/Time: 9/11/12 23:40 Location: 235 SPENCER LN Area: Ypsilanti Twp.	Minutes: 15
351347	1810 CARTER, ANDREW N Type: Service Request Assist Comments: DISP: BACK-UP YPSI UNITS / SECURE ONE IN CUSTODY	Date/Time: 9/12/12 1:50 Location: 3375 E MICHIGAN #68 Area: Ypsilanti Twp.	Minutes: 25
351441	1360 REICH, DEAN A Type: Service Request Assist Comments: ASSISTED 725 PER 621 / UNFOUNDED	Date/Time: 9/12/12 8:05 Location: 141 ECORSE Area: Ypsilanti Twp.	Minutes: 25
351529	1807 WION, JESSICA M Type: Service Request Assist Comments: 12-46720 - suspicious - back ypsi units ok per Sgt Armstrong	Date/Time: 9/12/12 18:10 Location: 750 N FORD BLVD Area: Ypsilanti Twp.	Minutes: 10
351791	952 REX, BRIAN ANDREWS Type: Service Request Assist Comments: Disp: Assist YPT units per 622	Date/Time: 9/14/12 6:55 Location: 1828 E MICHIGAN Area: Ypsilanti Twp.	Minutes: 10
351944	351 CROVA, JOSEPH MARIO Type: Service Request Assist Comments: 12-47140 - disorderly - assist with willow run disbursement - approved by sgt king	Date/Time: 9/14/12 22:35 Location: 235 SPENCER LN Area: Ypsilanti Twp.	Minutes: 10
351944	351 CROVA, JOSEPH MARIO Type: Service Request Assist Comments: 12-47170 - juvenile trouble - ok to assist Sgt King and Egeler - per them	Date/Time: 9/14/12 23:45 Location: 2862 APPLERIDGE ST Area: Ypsilanti Twp.	Minutes: 45
352361	778 MOBBS, PAUL ANTHONY Type: Service Request Assist Comments: 1300 REDLEAF FIGHT TOT YPSI CARS	Date/Time: 9/17/12 11:05 Location: 1300 REDEAF Area: Ypsilanti Twp.	Minutes: 10
352487	952 REX, BRIAN ANDREWS Type: Service Request Assist Comments: Disp: Asslt 7F11, per 628.	Date/Time: 9/18/12 0:30 Location: 2841 BYNAN Area: Ypsilanti Twp.	Minutes: 30
352515	1050 ROSS, JEREMY DAVID Type: Service Requests Comments: per 625/advised	Date/Time: 9/18/12 10:20 Location: 4101 WASHTENAW Area: County Wide	Minutes: 40
352586	1788 VANTUYL, MARK A Type: Service Request Assist Comments: DISP: DISPATCHED TO ASSIST YPSI UNITS REFERENCE TO INTOX SUBJECT WHO BARRICADED HIMSELF IN HIS HOUSE. CLEARED TO ASSIST PER 626.	Date/Time: 9/18/12 22:15 Location: 1188 FALL RIVER Area: Ypsilanti Twp.	Minutes: 15
353351	1050 ROSS, JEREMY DAVID Type: Traffic Stop Comments: VW	Date/Time: 9/22/12 9:20 Location: Area: Ypsilanti Twp.	Minutes: 20
353361	1803 MONTGOMERY, JOSEPH J Type: Service Requests Comments: 202/UTL/630	Date/Time: 9/22/12 15:55 Location: 2841 BYNAN DR Area: Ypsilanti Twp.	Minutes: 15
353393	1788 VANTUYL, MARK A Type: Other Comments: SWAT INVENTORY	Date/Time: 9/22/12 19:30 Location: Area: Ann Arbor (city)	Minutes: 100
353393	1788 VANTUYL, MARK A Type: Traffic Stop Comments: DISP: WARRANT ARREST	Date/Time: 9/22/12 21:10 Location: Area: Pittsfield Twp.	Minutes: 75
353393	1788 VANTUYL, MARK A Type: Service Requests Comments: DISP: REPORT FILED	Date/Time: 9/22/12 22:25 Location: WASHTENAW/FOSTER Area: Pittsfield Twp.	Minutes: 0
353629	1050 ROSS, JEREMY DAVID Type: Service Requests Comments: back up Ypsi units w/ burglary in-progress/unfounded-meter reader	Date/Time: 9/24/12 9:00 Location: 1357 N PROSPECT Area: Ypsilanti Twp.	Minutes: 10
353757	778 MOBBS, PAUL ANTHONY Type: Service Request Assist Comments: CHANDLER/BARTON AREA A2 PD ASSIST CHECKING AREA PER 621	Date/Time: 9/25/12 10:45 Location: BARTON/CHANDLER Area: Ann Arbor (city)	Minutes: 50

353965	1050 ROSS, JEREMY DAVID		Date/Time: 9/26/12 14:10	Minutes: 110
Type:	Traffic Stop	Location:	Area: Ypsilanti Twp.	
Comments:	assist to DB and WAAT			
354295	1185 HUNT, CHARLES ALAN		Date/Time: 9/28/12 4:10	Minutes: 25
Type:	Service Request Assist	Location: 633 FOX	Area: Ypsilanti Twp.	
Comments:	Disp: Unfounded - Per 622			
354476	1185 HUNT, CHARLES ALAN		Date/Time: 9/29/12 1:20	Minutes: 115
Type:	Service Request Assist	Location: ST. JOES	Area: Ypsilanti Twp.	
Comments:	Disp: Assst Ypsi Units per 628			
354483	1810 CARTER, ANDREW N		Date/Time: 9/29/12 2:35	Minutes: 25
Type:	Service Request Assist	Location: 3375 E MICHIGAN	Area: Ypsilanti Twp.	
Comments:	DISP: PER 622 / BACK-UP 710 / ALL YPSI CARS TIED UP			
354579	1788 VANTUYL, MARK A		Date/Time: 9/29/12 22:45	Minutes: 45
Type:	Service Request Assist	Location: 5221 GOTTFREDSON	Area: Salem Twp.	
Comments:	DISP: DISPATCHED TO SALEM PER 630 TO ASSIST 769 REFERENCE TO A SUICIDAL SUBJECT. SUBJECT TOOK A LARGE AMOUNT OF PILLS AND WAS TOT HVA.			
354608	1803 MONTGOMERY, JOSEPH J		Date/Time: 9/29/12 23:25	Minutes: 30
Type:	Service Requests	Location: HOLMES RD&CENTENNIAL AVE	Area: Ypsilanti Twp.	
Comments:	FELONY WARRANT/VAN BUREN			
354608	1803 MONTGOMERY, JOSEPH J		Date/Time: 9/30/12 2:10	Minutes: 25
Type:	Service Request Assist	Location: 1404 FALL RIVER RD	Area: Ypsilanti Twp.	
Comments:	ASSIST PER 628			
354640	1185 HUNT, CHARLES ALAN		Date/Time: 9/30/12 4:20	Minutes: 30
Type:	Service Requests	Location: 1676 HOLMES	Area: Ypsilanti Twp.	
Comments:	Disp: TOT HVA / Per 628			
354737	1788 VANTUYL, MARK A		Date/Time: 9/30/12 22:35	Minutes: 10
Type:	Service Request Assist	Location: HOLMES/FORD	Area: Ypsilanti Twp.	
Comments:	DISP: DISPATCHED PER 630 TO ASSIST 7F27 WITH FIGHT AT CAR WASH. UPON ARRIVAL I WAS UTL/GOA ON THE SUBJECTS FIGHTING.			
354737	1788 VANTUYL, MARK A		Date/Time: 9/30/12 23:05	Minutes: 15
Type:	Service Request Assist	Location: 1173 HUNTER	Area: Ypsilanti Twp.	
Comments:	DISP: DISPATCHED PER 628 TO ASSIST 7F27 WITH DISORDERLY SUBJECT. WAS UTL/GOA.			

Total Minutes: 1415

( 23 hours 35 minutes )

Ann Arbor (city):	2	trips totaling	150	minutes
County Wide:	1	trips totaling	40	minutes
Pittsfield Twp.:	2	trips totaling	75	minutes
Salem Twp.:	1	trips totaling	45	minutes
York Twp.:	2	trips totaling	80	minutes
Ypsilanti (city):	2	trips totaling	35	minutes
Ypsilanti Twp.:	33	trips totaling	990	minutes



# Washtenaw County Sheriff's Activity Log

## Individual Deputy Statistical Report

10/03/2012 9:39:45AM

Date Range: 09/01/2012 - 09/30/2012  
 Assignment Area: Superior Twp/Ann Arbor Twp

	Shifts	Shifts w/ Partner	Service Requests	Traffic Stops	Reports Written	UL-10's	SR & JS Findings In Arrest	Misdemeanor Arrest (SD)	Felony Arrest (SD)	Self Inflicted Warrant Arrests	Warrant Meets / Pick Ups	Misdemeanor Citations	Civil Infractions	Parking Citations	OUIL Arrests
1094 BALLOU, DOUGLAS R	13	26	9	6	3	2	6			1	3	6			4
1810 CARTER, ANDREW N	9	22	42	2			1			17	7	6			
351 CROVA, JOSEPH MARIO	9	24	13				2	8			2	3			
1775 FARMER, HOLLY C	2	4		2											
1185 HUNT, CHARLES ALAN	6	12	8	4	6		18	7			2	4			
131 MESKO, MARK DOUGLAS	2	6	1	2											
778 MOBBS, PAUL ANTHONY	12	29	4	8	11					2		3			
1803 MONTGOMERY, JOSEPH J	10	28	29	8	6		9	11	7		9	3			
1360 REICH, DEAN A	23	56	36	2	16							62			
952 REX, BRIAN ANDREWS	15	25	28	4	6	4	14	1	4		12	24			5
1050 ROSS, JEREMY DAVID	18	59	22	14	46			1				12	16		
461 SCAFASCI, JOHN ALBERT	1	1													
1279 SHAFFER JR, HOWARD PAUL	1		1												
267 STANTON, ROBERT DAVID	15	24	17	11			7		4			17	111		
570 STUCK, RYAN JOSEPH	20	39	46	13							1	26			
1805 TEETS, CHAD M	1		2					2	2			1			
1788 VANTUYL, MARK A	22	56	16	10		1	6		2		2	10	4		
545 WAGNER, GERALD WADE	18	60	5	24	38		5		3			6			
1807 WION, JESSICA M	14	49	31	6	16	4	16				9	20			
<b>Grand Total:</b>	<b>211</b>	<b>0</b>	<b>520</b>	<b>310</b>	<b>116</b>	<b>148</b>	<b>14</b>	<b>89</b>	<b>22</b>	<b>42</b>	<b>0</b>	<b>47</b>	<b>203</b>	<b>131</b>	<b>9</b>



# 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 sherfff@washtenaw.org

MARK A. PYASZEK  
UNDERSHERIFF

## SUPERIOR-ANN ARBOR TWP. BI-WEEKLY POLICE SERVICES MEETING October 4, 2012

1. Weekly Review of Summary (Review)                      Ann Arbor Twp. and Superior Twp

ANN ARBOR SUPERIOR COLLABORATION		
2012 Traffic Stops (YTD)	2011 Traffic Stops (YTD)	Percentage Change
2650	2007	32% Increase

2012 Citations (YTD)	2011 Citations (YTD)	Percentage Change
2010	1909	5% Increase

2. Bi-Weekly Updated Information

SUPERIOR TOWNSHIP INFORMATION			
	2012	2011	Percentage Change
Calls for Service (YTD)	4571	4397	4% Increase
Homes Invasions (YTD)	91	77	18% Increase
Larceny's (YTD)	101	99	2% Increase
Robbery's (YTD)	2	6	67% Decrease
Assaultive Crimes (YTD)	101	141	28% Decrease
Traffic Crashes (YTD)	187	209	11% Decrease
OWI Arrest (Drunk Driving-YTD)	9	6	50% Increase

ANN ARBOR TOWNSHIP INFORMATION			
	2012	2011	Percentage Change
Calls for Service (YTD)	1240	1322	6% Decrease
Homes Invasions (YTD)	7	4	75% Increase
Larceny's (YTD)	28	32	12% Decrease
Robbery's (YTD)	1	0	100% Increase
Assaultive Crimes (YTD)	8	6	33% increase
Traffic Crashes (YTD)	137	113	21% Increase
OWI Arrest (Drunk Driving-YTD)	1	1	0%/No Change

3. Significant Incidents from past (2) week in both Ann Arbor and Superior Twp.

- |    |                    |                                |   |
|----|--------------------|--------------------------------|---|
| A. | September 13, 2012 | Dixboro/Brookwood              | Solicitors  |
| B. | September 14, 2012 | Oakbrook / Washington Sq.      | 3 citations issued to Solicitors  |
| C. | September 2012     | South Pointe School            | Parking problems assessed. Completed and no further action taken at this point. |
| D. | September 2012     | <del>9300</del> MacArthur Blvd | LAWNET Search Warrant--Crack Cocaine and Cash confiscated. (1) Warrant arrest.  |
| E. | September 15, 2012 | Geddes/Gale                    | Near-fatal crash 15yr juvenile joy-riding                                       |
| F. | September 16, 2012 | 8700blk MacArthur              | Firearm discharged inside residence—management notified.                        |
| G. | September 21, 2012 | Ridge Rd.                      | Stabbing appears to be an Ypsilanti Twp case--Victim uncooperative              |
| H. | September 23, 2012 | Ypsilanti City                 | Gunshot victim found at St. Joseph's -case turned over the YPD                  |
| I. | September 29, 2012 | <del>2101</del> Savannah       | Investigation. Home Invasion  |
| J. | October 2, 2012    | 1700 Blk of Savannah           | Stolen Vehicle Arrest   |

4. Areas of focus discussed at weekly meeting:

- A. Ford Rd. FGRHS Cross County using road for practice/Mobbs assigned and coach contacted/advised.
- B. South Pointe School traffic pattern review/completed-no further action to be taken at this time.

5. Future Planning Updates:

Brenda Baker

~~Ypsilanti, MI 48198-2314~~  
Ypsilanti, MI 48198

October 10, 2012

Superior Township Board of Trustees  
Superior Township Hall  
3040 N. Prospect Rd.  
Ypsilanti, MI 48198

Subject: Committee to Promote Superior Township

Dear Members of the Board:

The past year has been another successful and productive one for the Committee to Promote Superior Township (C2PST). This letter is to keep you apprised of our recent and continuing accomplishments in support of our mission: *to foster pride, unity, and a sense of place among Superior Township residents.*

Since I reported to you last year, new efforts have included reaching out to homeowners' associations (four so far), and carrying out a youth activity with the Superior Township Parks and Recreation Department to help get our message out to youngsters and families. This year's activity was planting spring flowers at Oakbrook Park.

The Committee repeated our annual participation in the Superior Township Green Fair in June and the Dixboro Fair in August. We contributed a news article to each issue of Superior Scenes, and we updated our Committee photo archive.

With the cooperation and support of the Ypsilanti District Library, we maintained the bulletin board space at the Superior Township branch (MacArthur Blvd. and Harris Rd.), and library employees distributed bookmarks we provided featuring a different "Superior Place" on each. The Committee's allocated space at the library is small out of necessity, but the Superior Township display changes approximately monthly. I encourage you to stop by and check it out when you're in the area!

The Committee is continuing to build our collection of "Superior Places," adding four more this year and updating others to keep them current. This collection is proving to be one of our most versatile tools for communicating—to diverse audiences in a variety of settings and media—what it is that makes Superior Township special.

With the assistance of staff at Township Hall, the Committee continues to maintain a presence on the Township website. We are working to complement this with a separate web page to be accessible directly from the Internet, but so far we have been limited by the skill sets and availability of our active volunteers.

As with any volunteer group, engaging and retaining active participants on the Committee to Promote Superior Township requires ongoing effort. Publicizing our Committee through contact with homeowners associations and Parks activities; as well as at fairs, in newsletters, and on websites all helps, but we're always looking for more ways to get the word out.

We meet on the third Wednesday of the month from 7:00-8:30 p.m. (no later) at Township Hall, keeping our schedule as consistent as practical so it's easier to participate (meeting schedule varies in November and December). Any suggestions from Township Board members or anyone else on additional strategies *to foster pride, unity, and a sense of place among Superior Township residents* are welcome and appreciated.

On behalf of the Committee to Promote Superior Township, I want to thank you for your continuing interest and support for this work.

Respectfully,



Brenda J. Baker

Chair

Committee to Promote Superior Township

Cc:	Carla Bisaro	Tarita Fonville	Tom Freeman
	Nancy Caviston	Laurel Marken	Jack Goodnoe
	Jane Frye	Brenda McKinney	Rhonda McGill
	Deborah Kuehn	Karl Williams	Michelle McIntyre
	Sarah Moon	Nancy Yapp	Alex Williams
	Towana Parker		
	Brice Ridley		

CHARTER TOWNSHIP OF SUPERIOR  
BOARD OF TRUSTEE'S RESOLUTION

OCTOBER 15, 2012  
RESOLUTION 2012-23

A RESOLUTION ADOPTING GENERAL APPROPRIATION ACT  
MILLAGE RATES:

WHEREAS: the Charter Township of Superior Board of Trustee's has carefully reviewed the Township's current and projected financial needs, and

WHEREAS: the Board of Trustee's recognizes its responsibility to the citizens of the Charter Township of Superior to carefully monitor the Township funds and provide necessary revenue to offset proposed expenditures, and

WHEREAS: the auditors suggested that millage rates for revenue should be by resolution, and

WHEREAS: the projected revenues will be based on the taxable value of the parcels based on or after tax tribunal hearing results are submitted, and

THEREFORE BE IT RESOLVED: that the Charter Township of Superior Board of Trustee's adopts the millages on the attachment by Resolution as listed.

September 17, 2012

TO: Board of Trustee's

FM: William McFarlane, Supervisor

RE: Proposed millages for 2013 Budget

The current State Taxable Value for real and personal property is 535,279,316  
The IFT for Hyundai is 32,948,930

I am proposing the Charter Township of Superior levy the following mill ages' for the 2013 budget year in the following funds.

2013

General fund	535,279,316	X .8192	=	\$438,500.00	
Law Fund	535,279,316	X 2.25	=	\$1,204,378.00	voted 2012-2014
Fire Fund	535,279,316	X 3.00	=	\$1,605,837.00	voted 2012-2014
Legal defense	535,279,316	X .125	=	\$66,909.00	voted 2012-2014
IFT Hyundai ½ millage					
General Fund	32,948,930	X .4096	=	\$13,495.00	
Law Fund	32,948,930	X 1.125	=	\$37,067.00	
Fire Fund	32,948,930	X 1.50	=	\$49,423.00	
Legal Defense	32,948,930	X .0625	=	\$2,059.00	

The millage reduction fraction is 1 this year. A public hearing is only required if the municipality desires to increase the revenue over the allocated millage. There may be minor changes to the Taxable value based on tax tribunal results. I further propose The Board of trustee's set the public hearing for all funds for October 15, 2012 For the 2013 budget year

CHARTER TOWNSHIP OF SUPERIOR  
BOARD OF TRUSTEE'S  
OCTOBER 15, 2012  
RESOLUTION 2012-24

A RESOLUTION ADOPTING GENERAL APPROPRIATIONS ACT:  
2013 BUDGETS FOR ALL FUNDS

WHEREAS: the Charter Township of Superior Board of Trustee's has carefully reviewed the Township's current and projected financial needs, and

WHEREAS: the Charter Township of Superior Board of Trustee's recognizes its responsibility to the citizens of Superior Township to carefully monitor the Township funds and provide for the needs of the Township, and

WHEREAS: the Board of Trustee's of the Charter Township of Superior has carefully considered the projected revenues and expenditures for the coming year, and

NOW THEREFORE BE IT RESOLVED, that the Charter Township of Superior Board Of Trustee's adopt the proposed budgets for the 2013 calendar year: the General Fund Budget by activity dated September 17, 2012, the Fire fund Budget dated September 17, 2012, the fire Rescrve Budget dated September 17, 2012, the building fund budget dated September 17, 2012, the law fund budget dated September 17, 2012, the Park Fund Budget dated September 14, 2011, the utility fund Budget dated September 14, 2012, The Streetlight Budget dated September 14, 2011, the side street maintenance fund budget dated September 17, 2012, the legal defense Growth management fund dated September 17, 2012, and the Hyundai Special Assessment Fund dated September 17, 2012

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION FOR APPROVAL FOR ENTERING INTO AN ORDER AGREEMENT  
WITH RICOH BUSINESS SOLUTIONS FOR A TWENTY-FOUR MONTH LEASE OF  
A RICOH COPY MACHINE**

**RESOLUTION NUMBER: 2012-25**

**DATE: October 15, 2012**

**WHEREAS**, a copy machine is needed for the day-to-day operations of Superior Township, and

**WHEREAS**, the Adopted Policies of the Superior Township Board of Trustees requires Board approval for all purchase of services contracts where the total amount of the purchase is over \$1,000.00, and

**WHEREAS**, the Township has previously executed a contract with Ricoh Business Solutions for the 48 month lease of a Ricoh MP C4000SPF color copier/scanner and the lease has expired, and

**WHEREAS**, the Ricoh color copier/scanner has performed well during the 48 month lease period and Ricoh has provided excellent service, and

**WHEREAS**, Ricoh has offered to extend the lease for 24 months on the color copier/scanner, at a competitive price, and

**NOW, THEREFORE BE IT RESOLVED:** that the Superior Township Board of Trustees approves the Order Agreement, Quote #1026058, with Ricoh Business Solutions to extend the lease on the Ricoh color copies for 24 months and authorizes the Supervisor to sign the Agreement.



**David M. Phillips, Clerk**

davidphillips@superior-twp.org

3040 North Prospect, Ypsilanti, MI 48198 Phone: (734)482-6099 Fax: (734) 482-3842

**MEMORANDUM**

DATE: October 15, 2012  
TO: Superior Township Board of Trustees  
FROM: David M. Phillips, Township Clerk  
RE: Extend the Lease on the Ricoh Color Copy/Scanner

In 2009 the Township entered into a 48 month contract with Ricoh Business Solutions for the lease of a Ricoh, model MP C4000SPF color copier/scanner. The machine has functioned well. Ricoh has provided good service and the machine has become an integral part of the office's operations. The office has one other copy machine, but the Ricoh machine is the only machine that can produce color copies and complete the scanning necessary to post certain documents onto the Township's website (i.e.: Board packets).

Ricoh has offered to extend the lease for 24 months on the color copier/scanner, at a cost of \$243.18 per month, which is less than the current price of \$303.98 per month. This cost includes labor, parts, black toner and color toner. The cost per copy would increase as follows:

	Current Cost	Proposed Cost
Black and white copies	\$0.0060 per copy	\$0.0069 per copy
Color copy	\$0.065 per copy	\$0.0747 per copy

The machine averages about 2,500 black and white copies per month, and about 450 color copies per month.

The original lease was offered to the Township under a State of Michigan government purchasing program, which provided the lowest rates offered by Ricoh. This program is not available for extending leases, but Ricoh staff has indicated that the proposed lease is the lowest cost offered by Ricoh without locking into a long term agreement.

Upon completion of the 24 month extension, the Township would own the machine and would be able to negotiate a service agreement at a cost per copy. The Township currently has this same arrangement on the smaller Oce' copy machine. The Township pays 0.0132 per black and white copy with no monthly lease payment. This covers all print cartridges, staples, service and parts.

It is the recommendation of Susan Mumm and I for the Township Board to approve the Order Agreement with Ricoh Business Solutions, which would extend the lease for the Ricoh color copier/scanner for an additional 24 months.

2012 PROPOSED CONTRACT



Quote: 1026058

**ORDER AGREEMENT**  
RICOH BUSINESS SOLUTIONS

DATE: 10/3/2012 TYPE OF SALE: LSI

AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

SHIP TO		BILL TO	
Salesrep Name and Number: Richard Gowan 22104124		Salesrep Name and Number: Richard Gowan 22104124	
Install Branch Number: 678 Novi	Install Branch Name: 678 Novi	Order Taking Branch Number: 678 Novi	Order Taking Branch Name: 678 Novi
Account Number:		Account Number:	
Customer Name: Superior, Township of		Customer Name: Superior, Township of	
Address Line1: 3040 N. Prospect Road		Address Line1: 3040 N. Prospect Road	
Address Line2:		Address Line2:	
City: Ypsilanti		City: Ypsilanti	
County: Washtenaw	ST/ZIP: MI / 48198	County: Washtenaw	ST/ZIP: MI / 48198
Contact: Dave Phillips		Contact: Dave Phillips	
Phone/Fax: 734-482-6099 /		Phone/Fax: 734-482-6099 /	
email: susanmumm@superior-twp.org		email: susanmumm@superior-twp.org	

**BILLING INFORMATION**

Lease Approval #	Party #	NAT/USA Contract # COMMERCIAL -	Tax Exempt #	
Billing Method	Bill Start Date	PO #	PO Limit \$0.00	PO Expire Date
Arrears				

**SERVICE INFORMATION**

Meter Collection Method @ Remote	Service Location	Service Term 24	Service Zone
Meter Frequency Quarterly	Bill Frequency Monthly	Lease Service	Monthly Minimum Meter 0

Product ID	Description	Quantity
414836	MP C4000SPF - REFINANCE	1
415002	2 Tray Paper Bank (PB3040)	1
414175	Bridge Unit BU3030	1
412730	SR700 1,000 Sheet Finisher	1
SVC-SILVER	Labor, Parts, Black Toner, Color Toner Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.0069 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.0747 IN EXCESS OF 0.0 PER QUARTER.	
BuyOut	0 MPC4000SPF DLL	1
Customer Protection		1

Message <b>REFINANCE</b>	Sales Sub Total \$0.00	Service Sub Total \$0.00
Sub Total \$0.00	Taxes \$0.00	Order Total \$0.00
	Less Down Payment \$0.00	Amount Due \$0.00

If no amount of taxes is shown above, applicable tax amounts will be determined and reflected on each invoice. In addition, any taxes shown above are estimated. Actual tax amounts, which may differ from the amounts stated above, will be determined and reflected on the invoice.



Quote: 1026058

# ORDER AGREEMENT

## RICOH BUSINESS SOLUTIONS

### LEASE PAYMENT SCHEDULE

Number of Payments	24	Payment Frequency	Monthly
Payment Amount	\$243.18	Contract Term	24
Plus Tax			
Total Payment Amount	\$243.18	End of Lease Option	\$1.00
Advance Payment Amount	\$0.00		

**IMPORTANT: READ BEFORE SIGNING. THE GENERAL TERMS AND CONDITIONS AND MAINTENANCE TERMS AND CONDITIONS OF THE ORDER AGREEMENT AND THE TERMS AND CONDITIONS OF THE LEASE AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. CHANGES MADE BY RICOH PERSONNEL OR ANYONE ELSE DO NOT BECOME PART OF YOUR AGREEMENT. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE AGREEMENT. THIS AGREEMENT IS NOT CANCELABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THE AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS IT IS EXECUTED BY US. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.**

Accepted: RICOH AMERICAS CORPORATION 5 DEDRICK PLACE WEST CALDWELL, NJ 07006		Customer Name: Superior, Township of	
By:	Title:	By:	Title:
		Print Name:	
Date Accepted:		Date Signed:	

Customer acknowledges that it has received copies of the Terms and Conditions of Sale or Lease Agreement and Maintenance Agreement, as applicable to this Order Agreement and acknowledges that such Terms and Conditions are incorporated into this Order Agreement.

### UNCONDITIONAL GUARANTY

In consideration of Ricoh entering into the above Order Agreement (the "Agreement") in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guaranties to Ricoh, its successors and assigns, the prompt payment and performance of all obligations under the above Agreement, which shall include all payments due under any Lease Agreement. The undersigned agrees that (a) this is a guaranty of payment and not of collection, and that Ricoh can proceed directly against the undersigned without disposing of any security or seeking to collect from Customer, (b) the undersigned waives all defenses and notices, including those of protest, presentment and demand, (c) Ricoh may renew, extend or otherwise change the terms of the Agreement with or without notice to the undersigned and the undersigned will be bound by such changes, and (d) the undersigned will pay all of Ricoh's costs of enforcement and collection. THE UNDERSIGNED HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY. THIS GUARANTY WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.

Personal: By: _____ (Individually)	Personal: By: _____ (Individually)
Address: _____	Address: _____
Social Security Number: _____	Social Security Number: _____
Date of Birth (MM/DD/YYYY): _____	Date of Birth (MM/DD/YYYY): _____
Witness: _____	Witness: _____

## ORDER AGREEMENT RICOH BUSINESS SOLUTIONS

### GENERAL TERMS AND CONDITIONS

- 1. Orders.** Customer may acquire products and maintenance services from Ricoh Americas Corporation ("Ricoh") by executing and delivering to Ricoh an Order Form for acceptance. If Customer has elected to execute a Lease Agreement, Customer shall be deemed to have consented to the assignment of the Lease Agreement and the Equipment by Ricoh to a third party Lessor and to enter into the Lease Agreement with such Lessor. These General Terms and Conditions shall be incorporated by reference into any Order Form, Lease Agreement or Maintenance Agreement; provided, however, that, in the event of any conflict between the terms of the Lease Agreement and these General Terms and Conditions, the terms of the Lease Agreement shall control and provided further that in the event that the Lease Agreement is assigned to a third party Lessor, the Lessor shall not be obligated to perform any of Ricoh's obligations under the General Terms and Conditions or Maintenance Terms and Conditions.
- 2. Pricing and Charges/Payment Terms.** Pricing for Maintenance Services may be adjusted by Ricoh on or after each one-year anniversary of the effective date of the Maintenance Agreement in an amount not to exceed twelve percent (12%). Unless otherwise specified in any Order Form, payment to Ricoh for products shall be net thirty (30) days from date of invoice. Customer shall pay Ricoh interest on any past due payment at the highest rate permitted by applicable law, not to exceed 1.5% per month.
- 3. Taxes.** Customer shall pay all sales and use taxes, personal property taxes and all other taxes and charges relating to the purchase, ownership, delivery, lease, possession or use of the Equipment or the provision of Maintenance Services, with the exception of any taxes on or measured by Ricoh's and/or Lessor's net income.
- 4. Limited Warranties.** Ricoh warrants to Customer that Maintenance Services shall be performed by Ricoh in a workmanlike manner and in accordance with industry standards. Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter, the Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply (a) if the Equipment is installed, altered, modified, altered, moved or serviced by anyone other than Ricoh, or (b) if the Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications or (c) if a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Equipment, or (d) if the Equipment is relocated to any place where Ricoh services are not available. **CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE EQUIPMENT. THE WARRANTIES EXPRESSED HEREIN ARE EXCLUSIVE AND RICOH HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.**
- 5. Limitation of Liability.** NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH SUCH PARTY) FOR LOST PROFITS, LOSS OF REVENUE, OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR ANY ORDER, OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THE AMOUNT OF ANY LIABILITY OF RICOH TO CUSTOMER OR ANY THIRD PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PROVISION OF PRODUCTS AND THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE ONE-YEAR PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE.
- 6. Governing Law.** These General Terms and Conditions and the Maintenance Terms and Conditions below shall be construed in accordance with and governed by the substantive laws of the State of New Jersey, without regard to its conflicts of laws principles.
- 7. Entire Agreement.** These General Terms and Conditions and the Maintenance Terms and Conditions below constitute the entire agreement between the parties with respect to their subject matter and supersede all proposals, oral or written, and all other communications between the parties in relation to the Equipment. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not explicitly contained in these General Terms and Conditions and any Order Form, Lease Agreement and/or Maintenance Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative that differ in any way from the terms of these General Terms and Conditions and any Order Form, Lease Agreement and/or Maintenance Agreement shall be given no force or effect.

### MAINTENANCE TERMS AND CONDITIONS

- 1. Maintenance Service.** Ricoh agrees to provide to Customer, during Ricoh's normal business hours, the maintenance service necessary to keep the Equipment in, or restore the Equipment to, good working order in accordance with Ricoh's policies then in effect. This maintenance service includes maintenance based upon the specific needs of individual Equipment, as determined by Ricoh, and unscheduled, on-call remedial maintenance. For each unscheduled service call requested by the Customer, Ricoh shall have a reasonable time within which to respond. Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Ricoh. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Ricoh. Maintenance service provided under this Agreement does not assure uninterrupted operation of the Equipment. If available, maintenance service requested and performed outside Ricoh's normal business hours will be charged to the Customer at Ricoh's applicable time and material rates and terms then in effect, unless Ricoh and Customer have a written agreement providing for after-hours maintenance service. This Agreement does not cover charges for installation of equipment or de-installation of equipment if it is moved. For purposes of these Maintenance Terms and Conditions, Equipment excludes any software and documentation described on the Order Form and/or incorporated or integrated in the Equipment.
- 2. Exclusions To Maintenance Service.** Maintenance service provided by Ricoh under this Agreement does not include: (a) Repair of damage or increase in service time caused by failure of Customer to provide continually a suitable installation environment with all facilities prescribed by Ricoh, including, but not limited to, the failure to provide, or the failure of, adequate electrical power, air-conditioning, or humidity control; (b) Repair of damage or increase in service time caused by accident, disaster, which shall include but not be limited to fire, flood, water, wind, and lightning; and earthquake; neglect; power transients; abuse or misuse; failure of the Customer to follow Ricoh's published operating instructions; and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Ricoh; (c) Repair of damage or increase in service time caused by use of the Equipment for purposes other than those for which designed; (d) Replacement of parts which are consumed in normal Equipment operation, unless specifically included; (e) Furnishing supplies or accessories, painting or refinishing the Equipment or furnishing the material therefor; inspecting altered Equipment; performing services connected with relocation of Equipment or adding or removing accessories, attachments or other devices; (f) Repair of damage, replacement of parts (due to other than normal wear) or repetitive service calls caused by use of incompatible supplies; (g) Complete unit replacement or refurbishment of the Equipment; (h) Electrical work external to the Equipment or maintenance of accessories, attachments, or other devices not furnished by Ricoh; (i) Increase in service time caused by Customer denial of fuel and free access to the Equipment or denial of departure from Customer's site. The foregoing excluded items, if performed by Ricoh, will be charged to Customer at Ricoh's applicable time and material rates then in effect.
- 3. Invoicing.** Charges for maintenance service hereunder will consist of a Basic Maintenance Charge, any applicable zone charge, and, if applicable, Meter Charges as stated below in this Agreement. In addition, Customer shall be responsible for paying all shipping and handling charges for toner, even if this Agreement is a toner inclusive contract as set forth on the Ricoh Order Form, in accordance with the terms stated on the invoice. The Basic Maintenance Charge may be invoiced in advance. The Meter Charge (if applicable) or other maintenance charges will be invoiced periodically in arrears. The Basic Maintenance and Meter Charges for a partial month's service will be prorated on the basis of a thirty (30) day month. Payment is required within the period stated on the invoice.
- 4. Engineering Changes.** Engineering changes, determined applicable by Ricoh, will be controlled and installed by Ricoh. Engineering changes which provide additional capabilities to the Equipment covered herein will be made at Customer's request at Ricoh's applicable time and material rates and terms then in effect.
- 5. Indemnification.** Except as otherwise provided in Section 5 of the General Terms and Conditions, Ricoh agrees to indemnify and hold Customer harmless from and against any loss, cost, damage, claim, expense, or liability as a result of injury or death of any person or damage to any personal property of Customer which such personal injury or damage arises out of or in connection with the sole negligence of Ricoh or its employees in the performance of this Agreement, provided Ricoh receives prompt written notice of such personal injury or damage, and provided further that Ricoh shall have the sole control of the defense of any such action and all negotiations for its settlement or compromise.
- 6. Term and Termination.** This maintenance agreement shall extend for a period of one (1) year from its commencement date and shall automatically renew for additional one (1) year periods unless notice of nonrenewal is provided by either party within thirty (30) days of the initial or any renewal term. Notwithstanding the above, either party may terminate a maintenance agreement for failure of the other to comply with any of its terms and conditions in the event such noncompliance is not cured within thirty (30) days after the provision of notice of such noncompliance. Maintenance service performed by Ricoh after the termination of a maintenance agreement



Quote: 1026058

## ORDER AGREEMENT RICOH BUSINESS SOLUTIONS

shall be charged to Customer at Ricoh's applicable time and material rates and terms then in effect. Ricoh may suspend performance under any maintenance agreement if Customer is in default or in arrears in payments to Ricoh under this or any other agreement.

7. **Meter Charges.** If applicable, Customer also shall pay the monthly meter charges listed on the Order Form for each copy made on Equipment subject to this Agreement. The initial quarter following installation will include the first partial month (if applicable) and meter charges for such partial month will be prorated. Meter readings shall be provided on a quarterly basis by Customer at the request of Ricoh.

8. **Supplies.** If supplies are included in the service provided under this Agreement, Ricoh will supply black toner, ink and developer, unless otherwise stated in this Agreement, to Customer based upon normal yields. If Customer's usage of the supplies exceeds the normal yields for the equipment being serviced, Ricoh will invoice and Customer agrees to pay, for the excess supplies at Ricoh's current retail prices then in effect.

9. **@Remote Services.** Ricoh may, at its discretion and dependant upon device capabilities, provide remote meter reading and equipment monitoring services using its @Remote solution. This may allow for the automation the meter reading and submission process, automatically place low toner alerts, automatically place service calls in the event of a critical device failure and to enable firmware upgrades. The meter count and other information collected by @Remote ("Data") is sent on the Internet to remote servers some of which may be located outside the U.S. @Remote cannot and does not collect your document content or user information. Ricoh uses reasonably available technology to maintain the security of the Data; however, you acknowledge that no one can guaranty security of information maintained on computers and on the Internet. Ricoh retains full rights to the Data (but not your documents or information), which it or its authorized third parties may use to service your equipment. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to market research consultants in a form that personally identifies you. Ricoh may dispose of the Data at any time and without notice. The @Remote technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all Intellectual property rights in and to @Remote.

10. **Customer Obligations.** Customer shall provide a proper place for the Equipment in accordance with the environmental specifications of the manufacturer. Customer shall provide "360 degree" service access to the Equipment subject to Customer's usual security procedures and shall use the Equipment in accordance with the instructions of the manufacturer.

11. **Use of Ricoh Recommended Supplies.** Ricoh products are designed to provide optimal performance with Ricoh recommended supplies, including toner, developer and fuser oil. In the event Customer uses other than Ricoh recommended supplies, and if such supplies are defective or not acceptable for use with the Equipment and cause abnormally frequent service calls or service problems, Ricoh may, at its option assess a surcharge or terminate any maintenance obligations. If so terminated, Customer will be offered service on a time and materials basis at Ricoh's then prevailing rates. It is not a condition that Customer use only Ricoh brand supplies.

12. **Data Management Services.** Notwithstanding anything to the contrary set forth in this Agreement, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products serviced and maintained by Ricoh, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform Data Management Services at then-prevailing rates. Customer acknowledges that Customer is responsible for ensuring its own compliance with legal requirements in connection with data retention and protection and that Ricoh does not provide legal advice or represent that the Products and Services will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be the sole and exclusive responsibility of Customer.



Quote: 1026058

## LEASE AGREEMENT RICOH BUSINESS SOLUTIONS

TO OUR VALUED CUSTOMER: This Lease Agreement ("Lease") has been written in "Plain English." When we use the words you and your in this Lease, we mean you, our customer, which is the Lessee to this Agreement indicated at the bottom below. When we use the words we, us, and our in this Lease, we mean the Lessor, Ricoh Americas Corporation or a third party Lessor, as assigned, as agreed in Section 5 below.

1. **LEASE.** This Lease establishes the general terms and conditions under which we lease to you the equipment described in the Order Agreement, dated  
10/3/2012

2. **TERM AND LEASE.** This Lease Agreement shall become effective upon acceptance and execution by Lessor and shall remain effective at least until the expiration of the Term of the Order Agreement hereunder.

This Lease is effective on the date that it is accepted and signed by Lessor, and the term of this Lease begins on that date or any later date that Lessor designates (the "Commencement Date") and continues for the term stated in the Order Agreement. You authorize us to insert or correct missing information in the Order Agreement, including your proper legal name, serial numbers and any other information describing the Equipment. You further authorize us to adjust the Lease Payments by not more than 15% to reflect any reconfiguration of the Equipment or adjustments to reflect applicable taxes. As Customer will have possession of the Equipment from the date of its delivery, if Lessor accepts and signs the Order Agreement, Customer will pay Lessor interim rent for the period from the date the Equipment is delivered to Customer and the Commencement Date, as reasonably calculated by Lessor based on the Lease Payment, the number of days in that period, and a month of 30 days.

Lease Payments will be due as invoiced until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to Customer under the Order Agreement are paid in full. THIS LEASE AGREEMENT AND ALL ORDER AGREEMENTS ARE NON-CANCELLABLE BY CUSTOMER. CUSTOMER'S OBLIGATION TO PAY THE LEASE PAYMENTS IS ABSOLUTE AND UNCONDITIONAL AND IS NOT SUBJECT TO CANCELLATION, REDUCTION, SETOFF OR COUNTERCLAIM. All payments shall be made to Lessor at the address indicated by Lessor in writing.

3. **REPAIR AND MAINTENANCE.** If the Order Agreement includes repair and maintenance services, such services shall be provided pursuant to the General Terms and Conditions and the Maintenance Terms and Conditions as set forth in the Order Agreement between Customer and Ricoh.

4. **TITLE, PERSONAL PROPERTY, LOCATION AND INSPECTION.** Unless Customer has been granted a \$1.00 purchase option, Lessor owns the Equipment. Customer has the right to lease the Equipment for the full Lease Term provided the Customer complies with the terms and conditions of the Order Agreement and this Lease Agreement. For all purposes under the Order Agreement and this Lease Agreement, the Equipment is and shall remain personal property even though the Equipment may become attached to any real estate. Customer agrees not to permit a lien to be placed upon the Equipment or to remove the Equipment from its place of installation without Lessor's prior written consent, which consent shall not be unreasonably withheld. If Lessor deems it reasonably necessary, Customer agrees to provide Lessor with waivers and interest of liens, from anyone claiming any interest in the real estate on which any part of Equipment is located. Lessor also has the right, at reasonable times, to inspect the Equipment.

5. **ASSIGNMENT, WITHOUT OUR PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD WITH US ACTING AS A COMMERCIALY REASONABLE AND PRUDENT LESSOR GIVEN ALL OF THE FACTS AND CIRCUMSTANCES THEN KNOWN TO US, CUSTOMER SHALL NOT (i) ASSIGN, TRANSFER, PLEDGE OR HYPOTHECATE THIS LEASE AGREEMENT OR ANY ORDER AGREEMENT, THE EQUIPMENT OR ANY PART THEREOF OR ANY INTEREST THEREIN OR (ii) SUBLET OR LEND THE EQUIPMENT OR PERMIT IT TO BE USED BY ANYONE OTHER THAN CUSTOMER AND CUSTOMER'S EMPLOYEES.** We may assign this Lease Agreement or any Order Agreement and the Equipment and our rights, remedies and entitlements thereunder (but not Ricoh's obligations), at any time in whole or in part, without notice to the Customer. Customer shall not assert against any assignee, any claim or defense it may have against Ricoh, but rather shall assert the same only against Ricoh. No assignment of this Lease Agreement or any Order Agreement shall release Lessor from any obligations Lessor may have to Customer. In the event this Lease Agreement or any Order Agreement is assigned by Ricoh to a Lessor, sections 5(a), 5(b) and 5(c) shall apply:

(a) **Selection of Equipment/Disclaimer of Warranties:** Customer has selected the Equipment and the supplier from whom Lessor agrees to purchase the Equipment at Customer's request. Lessor is not the manufacturer of the Equipment and Lessor is leasing the Equipment to Customer "AS-IS". Customer has selected the Equipment and Lessor MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Lessor transfers to Customer for the term of a Order Agreement all warranties, if any, made by Ricoh. CUSTOMER ALSO ACKNOWLEDGES THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AGREEMENT OR ANY ORDER AGREEMENT AND, EXCEPT FOR THE RICOH WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT AN ORDER AGREEMENT OR THE EQUIPMENT. LESSOR SHALL NOT BE

LIABLE FOR ANY DELAYS IN MAKING DELIVERIES OR REPAIRS NOR IN ANY EVENT FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. CUSTOMER'S OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER A ORDER AGREEMENT WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH CUSTOMER MAY HAVE OR ASSERT AGAINST RICOH.

IN THE EVENT THE PERIODIC PAYMENTS UNDER AN ORDER AGREEMENT INCLUDES THE COST OF MAINTENANCE AND/OR SERVICE BEING PROVIDED BY RICOH, CUSTOMER ACKNOWLEDGES THAT, IF THAT ORDER AGREEMENT IS ASSIGNED, THE ASSIGNEE LESSOR IS NOT RESPONSIBLE FOR PROVIDING SUCH MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. CUSTOMER WILL MAKE ALL CLAIMS FOR MAINTENANCE AND/OR SERVICE SOLELY AGAINST RICOH AND SUCH CLAIMS WILL NOT AFFECT CUSTOMER'S OBLIGATION TO MAKE ALL PERIODIC PAYMENTS UNDER SUCH ORDER AGREEMENT TO THE ASSIGNEE LESSOR.

(b) **Use, Maintenance and Repair:** Customer is required, at its own cost and expense, to arrange to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear. All replacement parts used or installed and repairs made to the Equipment will become Lessor's property. Customer may, with Lessor's prior written consent, make modifications to the Equipment; provided such modifications do not reduce the value or usefulness of the Equipment or result in the loss of any warranty or any certification necessary for the maintenance of the Equipment and such modifications must be easily removable without causing damage to the Equipment. Before returning the Equipment, Customer agrees to remove such modifications and restore the Equipment to its original condition. If Customer fails to remove such modifications, Lessor is deemed the owner of such modifications.

(c) **Maintenance and Additional Copy Charge Administration:** Customer acknowledges that Lessor, purely as an administrative convenience to Customer and Ricoh, may bill, collect and otherwise administer Maintenance Payments on Ricoh's behalf and agrees that Lessor has no liability or responsibility for the performance thereof.

(d) These Terms and Conditions of Lease are the only terms and conditions governing the Lease of the Equipment by Customer and no other agreements between Ricoh and Customer will have any effect upon, or otherwise affect, the terms and conditions of this Lease Agreement.

6. **REDELIVERY AND RENEWAL.** Upon at least sixty (60) days and not more than one hundred twenty (120) days written notice to Lessor prior to the expiration of the initial Term of any Renewal Term of the applicable Order Agreement, Customer at its option may (i) renew the Order Agreement for an additional term of at least twelve (12) months; (ii) exercise any applicable purchase option as specified in the applicable Order Agreement; or (iii) return the Equipment, freight and insurance prepaid, to Lessor in good repair, condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Lessor. If Customer fails to notify Lessor or having notified Lessor, Customer fails to return the Equipment or exercise one of its other options provided herein, the applicable Order Agreement shall renew for consecutive sixty (60) day periods with Lease Payments in effect at the expiration of the initial Term of the Order Agreement.

7. **LOSS OR DAMAGE.** Customer is responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves Customer from any obligation under an Order Agreement. Customer agrees to promptly notify Lessor in writing of any loss, destruction or damage to the Equipment and Customer will, at Lessor's option, (i) repair the Equipment to good condition and working order, (ii) replace the Equipment with like equipment in good repair, condition and working order, acceptable to Lessor and transfer clear title to such replacement equipment to Lessor, and such Equipment shall be subject to the Order Agreement and be deemed the Equipment, or (iii) pay to Lessor the present value of the total of all unpaid Lease Payments for the full Order Agreement term, plus either the fair market value of the Equipment at the end of the Order Agreement term as reasonably determined by Lessor or any End of Order Agreement Option price stated on the Order Agreement, whichever is greater (the "FMV"), with the accelerated Lease Payments and the FMV discounted at 3% per annum, plus reasonable costs of collection and attorneys' fees, whereupon the applicable portion of the Order Agreement shall terminate. All proceeds of insurance received by Lessor as a result of such loss or damage will be applied, where applicable, toward the replacement or repair of the Equipment or the payment of Customer's obligations. As between a Lessor and Customer, Lessor is not responsible for any losses or injuries caused by the Equipment and Customer will defend and indemnify such Lessor from any claims arising out of or related to the Equipment. This indemnity will continue even after termination of this Lease.



Quote: 1026058

## LEASE AGREEMENT RICOH BUSINESS SOLUTIONS

8. **TAXES.** Except for tax on Lessor's income, Customer agrees to pay all license and registration fees, personal property taxes, sales and use taxes and all other taxes and charges relating to the leasing, ownership, use, rental, possession, sale and use of Equipment as part of the Lease Payment or as billed by Lessor. Where taxes are paid by Lessor on Customer's behalf, Customer agrees to reimburse Lessor for all such payments, plus interest and reasonable costs incurred in collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

9. **LATE CHARGES.** If any Lease Payment or any other amount payable under any Order Agreement is not paid within 10 days of when due, Customer will pay to Lessor a late charge of five percent (5%) of the past due payment or \$10.00, whichever is greater, but only to the extent permitted by applicable law.

10. **INSURANCE.** Customer will provide and maintain at its own expense (i) property insurance against the loss, theft, destruction of, or damage to, the Equipment for its full replacement value, naming Lessor as loss payee, and (ii) public liability and third party property insurance, naming Lessor as an additional insured. Customer will give Lessor certificates or other evidence of such insurance when requested. Such insurance will be in a form, amount and with companies acceptable to Lessor, and will provide that Customer will be given 30 days advance notice of any cancellation or material change of such insurance. If Customer does not give Lessor evidence of insurance acceptable to Lessor, Lessor has the right, but not the obligation, to obtain insurance covering Lessor's interest in the Equipment for the term of the applicable Order Agreement, including any renewal or extensions, from an insurer of Lessor's choice, including an insurer that is Lessor's affiliate. Lessor may add the costs of acquiring and maintaining such insurance and its fees for its services in placing and maintaining such insurance upon which Lessor may make a profit (collectively, "Insurance Charge") to the amounts due from Customer under each Order Agreement. Customer will pay the Insurance Charge in equal installments allocated to the remaining Lease Payments. If Lessor purchases insurance, Customer will cooperate with Lessor's insurance agent with respect to the placement of insurance and the processing of claims. Nothing in this Lease Agreement or any Order Agreement will create an insurance relationship of any type between Lessor and any other person. Customer acknowledges that Lessor is not required to secure or maintain any insurance, and Lessor will not be liable to Customer if Lessor terminates any insurance coverage that Lessor arranges. If Lessor replaces or renews any insurance coverage, Lessor is not obligated to provide replacement or renewal coverage under the same terms, costs, limits, or conditions as the previous coverage.

11. **DEFAULT.** Customer is in default of this Lease Agreement and any Order Agreement if any of the following occurs: (i) Customer fails to pay any Lease Payment or other sum due under any Order Agreement when due; (ii) Customer breaches any warranty or other obligation under this Lease Agreement and fails to cure such breach within 15 days after notice from Lessor; (iii) Customer becomes insolvent or unable to pay its debts when due; (iv) Customer stops doing business as a going concern or transfers all or substantially all of its assets; (v) Customer makes an assignment for the benefit of creditors; (vi) Customer undergoes a substantial deterioration in its financial condition; or (vii) Customer, any guarantor or any partner shall voluntarily file or have filed against it involuntarily, a petition for liquidation, reorganization, adjustment or debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator shall be appointed of its or substantial part of its assets.

12. **REMEDIES.** Lessor shall have the following remedies if a default should occur: (i) Upon written notice, declare the entire balance of the unpaid Lease Payments and all amounts to become due under any Order Agreement for the full term thereof immediately due and payable as liquidated damages and not as a penalty and be entitled to receive all Lease Payments and any other amounts then accrued or accelerated under a Lease Order Agreement or any other agreement plus the FMV (as defined in Section 7) with all accelerated Lease Payments and the FMV discounted at 3% per annum, but only to the extent permitted by law; (ii) Charge Customer interest on all monies due Lessor at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; and (iii) Require that Customer return the Equipment to Lessor and in the event Customer fails to return the Equipment, enter upon the premises peacefully with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of an Order Agreement unless Lessor expressly notifies Customer in writing. In the event the Equipment is returned or repossessed by Lessor and Lessor has terminated the Order Agreement, Lessor may sell or re-rent the Equipment to any persons with any terms Lessor determines, at one or more public or private sales, with or without notice to Customer, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent Customer's obligations to Lessor with Customer remaining liable for any deficiency and with any excess being retained by Lessor. The credit for any sums to be received by Lessor from any such rental shall be discounted to the date of the agreement at five percent (5%) per year. Customer is also required to pay (i) all expenses incurred by Lessor in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and setting the Equipment, and

(ii) reasonable attorneys' fees.

Customer agrees that any delay or failure to enforce Lessor's rights under this Lease Agreement or any Order Agreement does not prevent Lessor from enforcing any rights at a later time.

All Lessor's remedies are cumulative, are in addition to any other remedies provided by law, and may, to the extent permitted by law, be exercised either concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy, or preclude the exercise of any other remedy. No failure on Lessor's part to exercise any right or remedy and no delay in exercising any right or remedy shall operate as a waiver of any right or remedy or modify the terms of this Lease Agreement. A waiver of default shall not be construed as a waiver of any other or subsequent default.

13. **WARRANTY OF BUSINESS PURPOSE.** Customer hereby warrants and represents that the Equipment will be used for business purposes, and not for personal, family or household purposes.

14. **UCC FILINGS AND FINANCIAL STATEMENTS.** Customer authorizes Lessor to file a financing statement with respect to the Equipment where permitted by the Uniform Commercial Code ("UCC"). The filing of financing statements is not to be construed as evidence that only a security interest was intended to be created, but is to give public notice of Lessor's ownership of or other interest in the Equipment. If any Order Agreement is deemed at any time to be one intended as security then Customer grants Lessor a security interest in the Equipment and the proceeds from the sale, lease or other disposition of the Equipment.

15. **NOTICE.** Written notice will be deemed to have been given when delivered personally or the third day after being deposited in the United States mail, postage prepaid, addressed to such party at its address set forth in this Lease Agreement. In the Order Agreement or at such other address as such party may have subsequently provided to the other party in writing.

16. **CHOICE OF LAW.** This Lease Agreement and the Order Agreements have been made in New Jersey and, except for local filing requirements, are governed by and construed in accordance with the laws of the State of New Jersey. Customer consents to and agrees that personal jurisdiction over Customer and subject matter jurisdiction over the Equipment shall be with the courts of the State of New Jersey, or the applicable Federal District Court in New Jersey, solely at Lessor's option, with respect to any provisions of this Lease Agreement. Customer irrevocably waives any right to trial by jury.

17. **FOR MUNICIPALITIES ONLY. CUSTOMER COVENANTS:** Customer covenants and warrants that (i) it has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the payments as they become due and to meet its other obligations under the Lease Agreement and any Order Agreement and that such funds have not been expended for other purposes; and (ii) that there is no action, suit, proceeding or investigation pending, or threatened in any court or other tribunal of competent jurisdiction, state or federal or before any public board or body, which in any way would (a) restrain or injure the delivery of the Lease Agreement and any Order Agreement or the ability of the Customer to make its Lease Payments (as set out in the Order Agreement); (b) contest or affect the authority for the execution or delivery of, or the validity of, the Lease Agreement and any Order Agreement, or (c) contest the existence and powers of the Customer; nor is there any basis for any such action, suit, proceeding or investigation; (E) that the equipment will be operated and controlled by the Customer and will be used for essential government purposes and will be essential for the term of the Lease Agreement and any Order Agreement; and (iv) Customer has not previously terminated a Lease Agreement and any Order Agreement for non-appropriation, except as specifically described in a letter appended hereto.

**SIGNATURES:** Each signor warrants that he/she is fully conversant with the governing relevant legal and regulatory provisions and has full power and authorization to bind Customer. Signor(s) for Customer further warrant(s) that its governing body has taken the necessary steps, including any legal bid requirements, under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of the governing body of Customer authorizing execution of the Lease Agreement and any Order Agreement has been duly adopted and remains in full force and effect.

**NON APPROPRIATION:** In the event Customer is in default of the Lease Agreement and any Order Agreement because (i) funds are not appropriated for a fiscal period subsequent to the one in which the Lease Agreement and any Order Agreement was entered into which are sufficient to satisfy all of Customer's obligations under the Lease Agreement and any Order Agreement during said fiscal period; (ii) such non-appropriation did not result from any act or failure to act of Customer; (iii) Customer has exhausted all funds legally available for all payment due under the Lease Agreement or other due under any Order Agreement; and (iv) there is no other legal procedure by which payment can be made to Lessor. Then, provided that (a) Customer has given Lessor written notice of the occurrence of (i) above thirty (30) days prior to such occurrence; (b) Lessor has received a written opinion from Customer's counsel verifying the same within ten (10) days thereafter; and (c) Customer does not directly or indirectly purchase, rent or in any way acquire any services or Equipment supplied or provided for hereunder; upon receipt of the Equipment delivered to a location designated by Lessor,



Quote: 1026058

# LEASE AGREEMENT RICOH BUSINESS SOLUTIONS

at Customer's expense, Lessor's remedies for such default shall be to terminate the Agreement at the end of the fiscal period during which notice is given; retain the advance payments, if any; and/or sell, dispose of, hold, use or rent the Equipment as Lessor in its sole discretion may desire, without any duty to account to Customer.

**18. ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease Agreement and the Order Agreement contain the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provisions of this Lease Agreement or any Order Agreement which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease Agreement.

**19. UCC - ARTICLE 2A PROVISIONS.** Customer agrees that this Lease Agreement is a Finance Lease as that term is defined in Article 2A of the UCC. Customer acknowledges that Lessor has given Customer the name of the supplier of the Equipment. Lessor hereby notifies Customer that Customer may have rights under the contract with the supplier and Customer may contact the supplier for a description of any rights or warranties that Customer may have under this Lease Agreement.

Customer also waives any and all rights and remedies granted Customer under Sections 2A-508 through 2A-522 of the UCC including, but not limited to: the right to repudiate any Order Agreement and reject the Equipment; the right to cancel any Lease Agreement; the right to revoke acceptance of any Lease Agreement; the right to grant a security interest in the Equipment in Customer's possession and control for any reason; or the right to recover damages for any breach of warranty.

**20. FACSIMILE DOCUMENTATION.** Customer agrees that a facsimile copy of this Lease Agreement and any Order Agreements with facsimile signatures may be treated as an original for purposes of being admissible as evidence of this Lease Agreement or any Order Agreement. Furthermore, if Customer elects to transmit any Order Agreement by facsimile, Customer agrees that, if Lessor elects to do so in its sole discretion, the only version of such Order Agreement(s) that will be the original for all purposes under the Uniform Commercial Code will be the version containing Customer's facsimile signature and Lessor's original signature, and Customer waives notice of acceptance of such Order Agreement(s) and receipt of a copy of the originally signed Order Agreement(s).

Lessor: Ricoh Americas Corporation

Lessee: Superior, Township of

X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title Date

X \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name & Title Date

\_\_\_\_\_  
Federal EIN



2009 CONTRACT

Quote: 408433

# ORDER AGREEMENT RICOH BUSINESS SOLUTIONS

DATE: 8/19/2009 TYPE OF SALE: FMV

AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

SHIP TO		BILL TO	
Account Number:		Account Number:	
Salesrep Name and Number: Dave Mueller 14902		Salesrep Name and Number: Dave Mueller 14902	
Install Branch Number: 138 - Midwest Region	Install Branch Name: 138 - Midwest Region	Order Taking Branch Number: 138 - Midwest Region	Order Taking Branch Name: 138 - Midwest Region
NAME: Superior, Township of		NAME: Superior, Township of	
ADDRESS: 3040 N Prospect Rd		ADDRESS: 3040 N Prospect Rd	
ADDRESS:	ST/ZIP: MI / 48198	ADDRESS:	ST/ZIP: MI / 48198
CITY: Ypsilanti	County: Washtenaw	CITY: Ypsilanti	County: Washtenaw
Contact: Susan Mumm		Contact: Susan Mumm	
Phone/Fax: (734) 482-6099 / 734-482-3542		Phone/Fax: (734) 482-6099 / 734-482-3542	
email: susanmumm@superior-twp.org		email: susanmumm@superior-twp.org	

### BILLING INFORMATION

PRESCREEN #	PARTY #	NATL/GSA CONTRACT #	TAX EXEMPT #	ORDER #
		COMMERCIAL -		
ARREARS	BILL START DATE	PO #	PO LIMIT	PO EXPIRE DATE

### SERVICE INFORMATION

METER COLLECTION METHOD RicoH Direct	SERVICE LOCATION 138 - Midwest Region	SERVICE TERM 36	SERVICE ZONE 1
MTR FREQUENCY Quarterly	BILL FREQUENCY	MONTHLY MINIMUM METER 0	
@REMOTE ACCESS AGREE <input checked="" type="checkbox"/> DECLINE <input type="checkbox"/> INITIAL <i>W</i>	ADDITIONAL NETWORK SUPPORT AGREE <input checked="" type="checkbox"/> DECLINE <input type="checkbox"/> INITIAL <i>1</i>		

PROD ID	DESCRIPTION	QTY
414833	MP C4000SPF	1
415002	2 Tray Paper Bank (PB3040)	1
414174	Bridge Unit BU3030	1
STARTUP	B2C Start Up Fee	1
9808651	BC Print Connectivity	1
412730	SR790 1,000 Sheet Finisher	1
BVC-SILVER	Labor, Parts, Black Toner, Color Toner Toner Included: Inclusive BLACK AND WHITE COPY CHARGE OF \$0.0060 IN EXCESS OF 0.0 PER QUARTER COLOR COPY CHARGE OF \$0.065 IN EXCESS OF 0.0 PER QUARTER.	1
SHIPPING & HANDLING	Shipping/Handling	1

MESSAGE	SALES SUB TOTAL TOTAL \$0.00	SERVICE SUB TOTAL TOTAL \$0.00
SUB TOTAL \$0.00	TAXES \$0.00	ORDER TOTAL \$0.00
	LESS DOWN PAYMENT \$0.00	AMOUNT DUE \$0.00

*If no amount of taxes is shown above, applicable tax amounts will be determined and reflected on each invoice. In addition, any taxes shown above are estimated. Actual tax amounts, which may differ from the amounts stated above, will be determined and reflected on the invoice.*



Quote: 408433

# ORDER AGREEMENT RICOH BUSINESS SOLUTIONS

LEASE AGREEMENT			
NO. OF PAYMENTS	36	PAYMENT FREQUENCY	Monthly
PAYMENT AMOUNT	\$303.88	CONTRACT TERM	36
PLUS TAX	\$0.00		
TOTAL PAYMENT AMOUNT	\$303.88	END OF LEASE OPTION	Fair Market Value
ADVANCE PAYMENT AMOUNT	\$0.00		

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THE AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT BETWEEN YOU AND US. CHANGES MADE BY RICOH PERSONNEL OR ANYONE ELSE DO NOT BECOME PART OF YOUR AGREEMENT. YOU AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE AGREEMENT. THIS AGREEMENT IS NOT CANCELLABLE. YOU AGREE THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. YOU CERTIFY THAT ALL THE INFORMATION GIVEN IN THIS AGREEMENT AND YOUR APPLICATION WAS CORRECT AND COMPLETE WHEN THE AGREEMENT WAS SIGNED. THIS AGREEMENT IS NOT BINDING UPON US OR EFFECTIVE UNTIL AND UNLESS WE EXECUTE THIS AGREEMENT. THIS AGREEMENT WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.

**MAINTENANCE AGREEMENT**

CUSTOMER ACKNOWLEDGES BY INITIALING BELOW THAT THE MAINTENANCE AGREEMENT HAS:

BEEN FULLY EXPLAINED, OFFERED AND ACCEPTED	INITIALS D
BEEN FULLY EXPLAINED, OFFERED AND REJECTED	

CUSTOMER ALSO ACKNOWLEDGES THAT THEY ARE RESPONSIBLE FOR TONER SHIPPING AND HANDLING CHARGES

INITIALS  
D

Afflo MP C4000SPF* CUSTOMER ACKNOWLEDGES AND ACCEPTS PER BLACK COPY CHARGE OF 0.0060 IN EXCESS OF 0.0 PER QUARTER CUSTOMER ACKNOWLEDGES AND ACCEPTS PER COLOR COPY CHARGE OF 0.065 IN EXCESS OF 0.0 PER QUARTER CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT TONER IS INCLUDED AS PART OF THE MAINTENANCE AGREEMENT	INITIALS W
--	---------------

ACCEPTED: RICOH AMERICAS CORPORATION 5 DEDRICK PLACE WEST CALDWELL, NJ 07006	CUSTOMER NAME (BUSINESS ENTITY): <i>Superior Township of</i>
BY: _____ TITLE: _____	BY: <i>William McFarlane</i> TITLE: <i>Supervisor</i>
DATE ACCEPTED: _____	PRINT NAME: <i>William McFarlane</i>
DATE SIGNED: _____	DATE SIGNED: <i>August 20, 2009</i>

By initialing in the space provided to the right, Customer acknowledges that it has received copies of the Terms and Conditions of Sale or Lease Agreement and Maintenance Agreement, as applicable to this Order Agreement and acknowledges that such Terms and Conditions are incorporated into this Order Agreement.

INITIALS  
W

**UNCONDITIONAL GUARANTY**

In consideration of Ricoh entering into the above Agreement in reliance on this guaranty, the undersigned, together and separately, unconditionally and irrevocably guarantee to Ricoh, its successors and assigns, the prompt payment and performance of all obligations under the above Agreement. The undersigned agree that (a) this is a guaranty of payment and not of collection, and that Ricoh can proceed directly against the undersigned without disposing of any security or seeking to collect from Customer, (b) the undersigned waive all defenses and notices, including those of protest, presentment and demand, (c) Ricoh may renew, extend or otherwise change the terms of the Agreement without notice to the undersigned and the undersigned will be bound by such changes, and (d) the undersigned will pay all of Ricoh's costs of enforcement and collection. THIS GUARANTY WILL BE GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY.

PERSONAL: By: _____ (Individually) Address: _____ Social Security Number: _____ Witness: _____	PERSONAL: By: _____ (Individually) Address: _____ Social Security Number: _____ Witness: _____
--	--

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
OCTOBER 15, 2012  
RESOLUTION 2012-26**

**A RESOLUTION AUTHORIZING THE CHARTER TOWNSHIP OF SUPERIOR TO  
WITHDRAW FROM THE NEW 196 TRANSIT AUTHORITY IN WASHTENAW  
COUNTY**

- Whereas,** the Ann Arbor Transportation Authority (AATA), with input from thousands of residents, examined the need for public transit services in Washtenaw County and developed a 30-year transit vision for Washtenaw County communities; and
- Whereas,** AATA, in collaboration with local leaders, developed a countywide governance structure that provides representation based on population, charter millage funding and transit assets and has been meeting with district representatives on the "unincorporated" u196 Board since October 2011; and
- Whereas,** the AATA held more than 25 meetings in local transit districts as well as hundreds of meetings with public, business and educational leaders, attended community events across the county, and presented at dozens of local meetings to create a Five-Year Transit Program; and
- Whereas,** the Five-Year Transit Program proposes essential transit services for all community residents, including Dial-A-Ride, Dial-A-Ride PLUS, Express Services, Community Connectors, AirRide, Community Circulators, Park and Ride lots, VanRide, and extensive fixed-route bus improvements; and
- Whereas,** the Five-Year Transit Program services provide communities indispensable transportation options and mobility for all residents, especially seniors, youth and people with disabilities, and ensures communities' quality of life, economic resilience, and job access; and
- Whereas,** the AATA presented the final Five-Year Transit Program throughout the county at nine district advisory committee meetings and at numerous public board and community meetings as requested; and
- Whereas,** on October 2, 2012, the AATA Board, with community representatives from the u196 Board present, passed a resolution asking the Washtenaw County Clerk to file Articles of Incorporation for the new Public Act 196 Transit Authority on October 3, 2012; and
- Whereas,** each community in Washtenaw County has the opportunity at incorporation to choose whether to participate in the new PA 196 Transit Authority, and at subsequent times as outlined in PA 196 of 1986; and

**Whereas,** participating communities will take part in the new PA 196 Transit Authority board representation, receive service, and allow their voters an opportunity to fund an expanded transit service; and

**Whereas,** the Charter Township of Superior Township Board of Trustees has listened to the Superior Township residents and considered the benefits to and needs of Superior Township;

**Now therefore Be it Resolved,** the Charter Township of Superior Township Board of Trustees withdraw the Charter Township of Superior from the new 196 transit authority being formed in Washtenaw County at this time and the Superior Township Residents will not vote, participate in governance, receive improved service, or provide funding for expanded transit service.



October 11, 2012

Ann Arbor Transportation Authority  
2700 South Industrial Highway  
Ann Arbor, Michigan 48104  
734-673-6500 734-973-6318 F  
theride.org

David Phillips  
Clerk, Superior Township  
3040 North Prospect Road  
Ypsilanti, Michigan 48198

Dear Dave:

I am writing in follow-up to our recent conversations about ways to deliver transit services to Superior Township, within the context of our Five Year Transit Program. As you know, we have proposed a wide range of improved services for the township that would be implemented should Superior Township remain a part of the new Act 196 authority. You have suggested some alternative arrangements for providing similar services, and asked for our feedback.

To summarize, you have proposed opting in precinct #3 only, while seeking to enter into a Purchase of Service Agreement for the balance of the services proposed for the township. This suggestion was accompanied by some questions on your part which we have re-stated below, with our responses:

- 1) Will AATA supply Superior Township with a 'guarantee' that the proposed route #42 (modified version of the route currently named route #10) will not be eliminated at some future date? Response: Route #10 was established in 1979 and is one of our top performers. In fact it hit an all-time ridership record this year. We cannot commit the eventual new transit authority to any decision regarding service, but based on the facts above, I can say that the route would be one of the last candidates for elimination based on performance. There is no reason to believe a new authority would see it any differently. If anything, the fact that Superior would be represented on the Board makes it even less likely than today that the service would be eliminated.
- 2) Will the Northeast District continue to have a representative on the board even if the only community remaining in the authority is one precinct from Superior Township? Response: Yes
- 3) Will AATA consider putting back the bus shelter at Harris and MacArthur. Response: Yes, but we would need cooperation from the sheriff, who asked us to remove it because it attracted drug activity.
- 4) Is the level of funding yielded by a millage in precinct #3 sufficient to pay for the cost of route #42 (previously #10)? Response: No. The minimum cost for us to provide that service is about \$86,000 / year, which compares to about \$14,000 in estimated millage revenue. In addition, the route requires that ADA service be provided at an additional estimated cost of at least \$12,000. Thus there would be a net shortfall of about \$85,000 that would have to be funded from a source other than the millage. The cost for the #42 is based on the Program proposal to double the frequency of the service. Based on your earlier comments, we would withdraw the proposed route #41 from the program entirely, so it does not figure into the costs presented here.

5) What would it cost to provide Dial-a-Ride / Dial-A-Ride Plus services to the entire township?

Response: Those services are estimated to have a value between \$350,000 and \$425,000 annually (including a rough estimate of administrative costs).

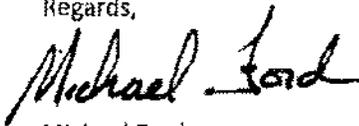
6) Will AATA consider entering into a Purchase of Service Agreement (POSA) for services in Superior Township? AATA staff has recommended that POSA's be used only to preserve existing services within opt-out communities. The actual decision will reside with the Act 196 Board, when formed. The Act 196 Board, when operational, could choose to do things differently. If the township remains in the authority, it will have a voice in those discussions.

I hope this fully responds to your questions. We continue to believe that it makes sense for the township join the authority. We would prefer to have the entire township as opposed to just precinct #3 but that is a township decision. As a point of information, we believe that, while most ridership for the #10 is coming out of precinct #3, a significant portion is also coming from precincts # 2 and 4. Also be aware that most of those two precincts are provided with ADA paratransit service due to the existence of route # 42.

We are willing to continue to discuss the issues above. It is a complex situation and we will remain flexible as long as we don't create precedents that will hurt the system in the long run.

If you would like to have further discussions, or presentations to your Board, please let me know.

Regards,

A handwritten signature in black ink that reads "Michael Ford". The signature is written in a cursive, slightly slanted style.

Michael Ford  
Chief Executive Officer

**Jurisdictional Breakdown Totals by Client Home Address  
January/2009**

<u>Card#</u>	<u>Street Address</u>	<u>Auto</u>	<u>Wheel</u>	<u>Seat</u>	<u>Trans</u>	<u>Escort</u>	<u>Cannau</u>	<u>Service</u>
<b>Superior Township</b>								
39555	Deering St	22	0	0	0	0	0	ADA
31323	Hanlet Dr	19	0	0	0	0	0	ADA
39293	Harvest Lane	28	0	0	0	0	0	ADA
37588	Mmc Arthur	12	0	0	0	0	0	ADA
27564	Mmc Arthur Blvd	12	0	0	0	0	0	ADA
34848	Mmc Arthur Blvd	0	19	0	13	0	0	ADA
41129	Mmc Arthur Blvd	0	8	0	0	0	0	ADA
29825	McAuley Dr	6	0	0	0	0	0	ADA
30192	McAuley Dr	4	0	0	0	0	0	SEN
30193	McAuley Dr	2	0	0	0	0	2	ADA
40216	McAuley Dr	4	0	0	0	0	0	ADA
41056	McAuley Dr	4	0	0	0	0	0	ADA
6836	Ovorbrook Dr	4	0	0	0	0	0	ADA
42420	Ridge Road	16	0	0	0	0	6	ADA
41241	Rolling Hills Ct	38	0	0	0	0	0	ADA
39678	Spruce Lane	0	4	0	0	0	0	ADA
35488	Stamford Road	7	0	0	0	0	3	ADA
41248	White Oak Lane	6	0	0	0	0	0	ADA
27832	Woodhill Circle	2	0	0	0	0	0	ADA
<b>Superior Township Totals:</b>		<u>186</u>	<u>31</u>	<u>0</u>	<u>13</u>	<u>0</u>	<u>11</u>	

**Jurisdictional Breakdown Totals by Client Home Address  
February/2009**

<u>Card#</u>	<u>Street Address</u>	<u>Amb</u>	<u>Wheel</u>	<u>Scot</u>	<u>Tyrod</u>	<u>Escort</u>	<u>Compan</u>	<u>Service</u>
<b>Superior Township</b>								
40599	Andover Dr	1	0	0	1	0	0	ADA
39555	Deering St	29	0	0	0	0	0	ADA
31323	Huntlet Dr	20	0	0	0	0	0	ADA
39293	Harvest Lane	28	0	0	0	0	0	ADA
37588	Mac Arthur	18	0	0	0	0	0	ADA
27564	Mac Arthur Blvd	6	0	0	0	0	0	ADA
29992	Mac Arthur Blvd	2	0	0	0	0	0	ADA
34848	Mac Arthur Blvd	0	1	0	13	0	0	ADA
40808	Mac Arthur Blvd	4	0	0	0	0	0	ADA
41129	Mac Arthur Blvd	0	8	0	0	0	0	ADA
29825	McAuley Dr	2	0	0	0	0	0	ADA
30192	McAuley Dr	2	0	0	0	0	0	SEN
30193	McAuley Dr	2	0	0	0	0	0	ADA
40216	McAuley Dr	2	0	0	0	0	0	ADA
42619	Nottingham Dr	0	9	0	0	0	0	ADA
42420	Ridge Road	13	0	0	0	0	0	ADA
41241	Rolling Hills Ct	36	0	0	0	0	0	ADA
35488	Stanford Road	23	0	0	0	0	13	ADA
41248	White Oak Lane	8	0	0	0	0	0	ADA
27832	Woodhill Circle	1	0	0	0	0	0	ADA
<b>Superior Township Totals:</b>		<u>197</u>	<u>18</u>	<u>0</u>	<u>14</u>	<u>0</u>	<u>13</u>	

**Jurisdictional Breakdown Totals by Client Home Address  
March/2009**

<u>Card#</u>	<u>Street Address</u>	<u>Amb</u>	<u>Wheel</u>	<u>Scout</u>	<u>Trans</u>	<u>Escort</u>	<u>Commut</u>	<u>Service</u>
<b>Superior Township</b>								
39555	Deering St	33	0	0	0	0	0	ADA
31323	Hamlet Dr	22	0	0	0	0	0	ADA
42188	Hamlet Dr	12	0	0	0	0	0	ADA
39293	Harvest Lane	30	0	0	0	0	0	ADA
37588	Mac Arthur	18	0	0	0	0	0	ADA
27564	Mac Arthur Blvd	4	0	0	0	0	0	ADA
34848	Mac Arthur Blvd	0	5	0	16	0	0	ADA
40808	Mac Arthur Blvd	2	0	0	0	0	0	ADA
41129	Mac Arthur Blvd	0	2	0	0	0	0	ADA
29825	McAuley Dr	4	0	0	0	0	0	ADA
30192	McAuley Dr	4	0	0	0	0	0	SBN
40216	McAuley Dr	4	0	0	0	0	0	ADA
42619	Nottingham Dr	0	36	0	0	0	0	ADA
42420	Ridge Road	15	0	0	0	0	0	ADA
41241	Rolling Hills Ct	42	0	0	0	0	0	ADA
35488	Stanford Road	24	0	0	0	0	9	ADA
41248	White Oak Lane	6	0	0	0	0	0	ADA
<b>Superior Township Totals:</b>		<u>220</u>	<u>43</u>	<u>0</u>	<u>16</u>	<u>0</u>	<u>9</u>	

# Superior Township Trip Analysis

## Total Eligible Riders:

---

ELIGIBLE RIDERS	(as of 8/31/07)	<u>Riders</u>	<u>Percent</u>
<b>ADA</b>		88	75%
(Persons eligible for AATA A-Ride services & eligible to make ADA or Non-ADA trips within the Core Service Area)			
<b>SENIORS</b>		30	25%
(Persons 65+ eligible for AATA Senior services within Superior Township)			
		118	100%

# Superior Township Trip Analysis

## Average Riders Per Month:

---

DISTINCT RIDERS	<u>Riders</u>	<u>Percent</u>
<b>ADA PASSENGERS</b> (Ave # of persons making trips within the ADA core service area)	7	78%
<b>NON-ADA PASSENGERS</b> (Ave # of persons making non-required trips and or trips outside the ADA core service area)	2	22%
	9	100%

# Superior Township Trip Analysis

## Average Trips Per Month:

---

TRIPS	<u>Trips</u>	<u>Percent</u>
<b>ADA TRIPS</b> (Ave # of trips within the required ADA Core Service Area)	121	93%
<b>NON-ADA TRIPS</b> (Ave # of trips not required or not within the ADA Core Service Area)	9	7%
	130	100%



September 20, 2012

Bill McFarlane  
Supervisor, Superior Twp.  
3040 N. Prospect  
Ypsilanti, MI 48198

Dear Supervisor McFarlane,

Throughout the month of August, we at the Ann Arbor Transportation Authority (AATA) visited several events throughout the county, talking with citizens about the proposed countywide transportation network designed with community input from the last two years.

As a part of our outreach, we gave them the opportunity to write a postcard to their local elected officials to let you know how they feel about the resulting plan. I have enclosed these **postcards for you to review and share with your board.**

While speaking with Washtenaw County residents, we heard many stories of senior citizens having to sell their home and move into subsidized housing in the urban area in order to get a ride to their doctor appointments and the grocery store; of commuters who would like to have a little more disposable income by saving money on their commute (car, insurance, gas, maintenance, etc.) and parents who would rather save their money for college instead of buying a third vehicle for their future young professionals who need to get to classes, jobs and activities.

If you feel it would be beneficial for AATA to come and do a presentation on the finalized "Five Year Transit Program" before your township board or city council, please call or email me. I will be happy to find a date that would work well for you.

Sincere thanks,

Deborah Freer, Communications Specialist  
Ann Arbor Transportation Authority  
Community Relations Dept.  
[dfreer@theride.org](mailto:dfreer@theride.org)  
Office: 734-794-1881  
Cell: 248-719-3056



ALBERT BERRIZ  
CEO - MCKINLEY

# CREATE JOBS

"Public transportation helps attract and retain new businesses and great employees. It's all about creating jobs!"



# PUBLIC TRANSPORTATION HELPS

- Save money on my commute
- Get grandma to her doctor
- Chauffeur my high school student
- Reduce my traffic headaches
- Promote a strong economy
- Preserve rural landscapes

Public transportation: Many use it, we all need it!

FIND US: @CATCHTHERIDE



 TheRide



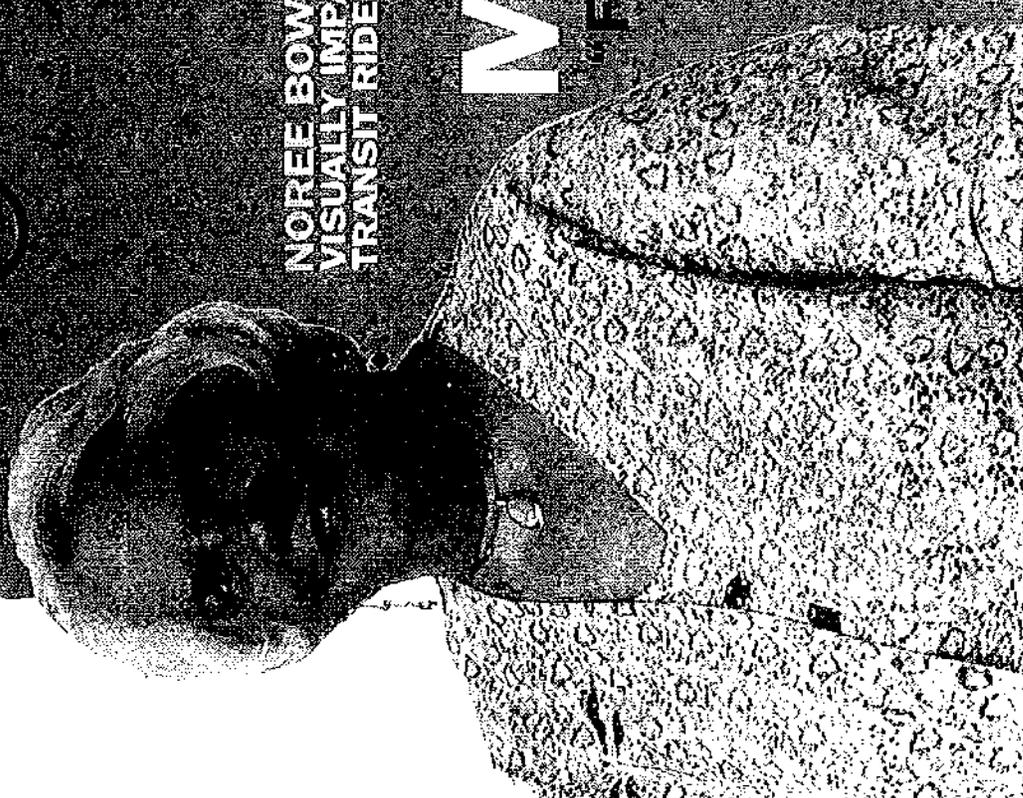
734.794.1880  
MOVINGYOUFORWARD.ORG



**NOREE BOWBEER  
VISUALLY IMPAIRED  
TRANSIT RIDER**

# MY LIFELINE

**“For me, public transportation  
is my lifeline, as it is for  
many seniors and people  
with disabilities in  
our community.”**



**Return Address**

Erin Boyd  
1739 Devon  
Ypsilanti, MI 48198

Yes, I would like the chance to vote on the future of public transit.

**My current thoughts about public transit:**

No buses Run on Sunday  
Where I live and they  
stop running too early  
on Saturday

@CATCHTHERIDE



**Return Address** Tolbert  
Melodie Tolbert  
1405 Stamford Rd.  
Ypsilanti, MI 48198

Yes, I would like the chance to vote on the future of public transit.

**My current thoughts about public transit:**

We need public transit to help  
get where we need to go. Our  
jobs and families would be  
a great hardship if this was  
taken away.

**Return Address**

James Jones  
1844 Hawlet Dr.  
Ypsilanti, MI 48198

Yes, I would like the chance to vote on the future of public transit.

**My current thoughts about public transit:**

Need to be more on time

@CATCHTHERIDE



**Return Address**

Maisha Calloway  
8940 MacArthur  
Ypsilanti 48198

Yes, I would like the chance to vote on the future of public transit.

**My current thoughts about public transit:**

I get everywhere using the bus, appointments, jobs, everything.

**Return Address**

Cybilne Foster

8608 Kingston Ct

Ypsilanti, MI 48198

Yes, I would like the chance to vote on the future of public transit.

**My current thoughts about public transit:**

Very Good, I use it for work, doctor office etc.

@CATCHTHERIDE



TheRide

**Return Address**

8940 Mackay Blvd

Ypsilanti, MI 48198

Yes, I would like the chance to vote on the future of public transit.

**My current thoughts about public transit:**

I will like to make more Buses,

@CATCHTHERIDE



**Return Address**

Angela Smiley  
1851 Manchester Dr.  
Ypsilanti, MI 48198

Yes, I would like the chance to vote on the future of public transit.

**My current thoughts about public transit:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

@CATCHTHERIDE



**Return Address**

Joyce Bizzell  
1534 Dawn Ave  
Ypsilanti, MI 48198

Yes, I would like the chance to vote on the future of public transit.

**My current thoughts about public transit:**

As a daily rider my current concern would be weekend transportation for me. Sat and Sun and up til Midnight Mon-Fri. Your drivers are informative and courteous as well 98% on time. My Praises and Thank You

@CATCHTHERIDE

**Return Address**

Christel Hayes

8710 McArthur

Ypsilanti, MI 48198

Yes, I would like the chance to vote on the future of public transit.

**My current thoughts about public transit:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

@CATCHTHERIDE



**Return Address**

1944 Brian Ct

Ypsilanti MI 48198

Yes, I would like the chance to vote on the future of public transit.

**My current thoughts about public transit:**

would like to see more in Superior  
Township and a little further

**Return Address**

1287 STAMFORD CT

Ypsilanti, MI 48198

Yes, I would like the chance to vote on the future of public transit.

**My current thoughts about public transit:**

I have to get to work on the bus & And get food.

@CATCHTHERIDE



**Return Address**

8908 Maryhew Blvd.

Ypsilanti township, MI 48198

Yes, I would like the chance to vote on the future of public transit.

**My current thoughts about public transit:**

I will like to see more bus and I will like to people pick up their trash on the bus.

**Return Address**

SHERY HAWKINS

1926 Savannah Lane

Ypsilanti, MI 48198



**Yes, I would like the chance to vote on the future of public transit.**

**My current thoughts about public transit:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

@CATCHTHERIDE



**Return Address**

JAMES FRANKLIN

1663 Greenway Dr

Ypsilanti MI 48198



**Yes, I would like the chance to vote on the future of public transit.**

**My current thoughts about public transit:**

ALWAYS Room for Improvement

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

@CATCHTHERIDE

**Return Address**

PEGGY D BURTON  
8771 Nottingham DR  
Upsilanti, MT 48198

**Yes, I would like the chance to vote on the future of public transit.**

**My current thoughts about public transit:**

---

---

---

---

---

@CATCHTHERIDE



**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN  
OCTOBER 15, 2012  
RESOLUTION 2012-27**

**A RESOLUTION IN SUPPORT OF THE CONSOLIDATION OF WILLOW RUN  
COMMUNITY SCHOOLS AND THE SCHOOL DISTRICT OF YPSILANTI**

WHEREAS, public education is a fundamental right of every child in our community and is of the utmost importance to the health, well being, vibrancy and prosperity of our township; and

WHEREAS, students should have a quality education that prepares them to lead successful and productive lives; and

WHEREAS Willow Run Community Schools and the School District of Ypsilanti are deficit districts and they are experiencing severe economic challenges which impacts academic programs; and

WHEREAS each district is faced with significant achievement deficiencies with many students unprepared to succeed in college and careers; and

WHEREAS the boards of education have voted to place the question of consolidation on the November 6, 2012 ballot; and

WHEREAS the state of Michigan has provided funding incentives for consolidation of districts; and

WHEREAS the state superintendent of instruction has pledged his assistance in extending the repayment period for the accumulated deficit; and

WHEREAS, the unification of these two districts represents a unique opportunity to create a "cradle to career" educational model that is designed to ensure a strong and successful public education system; and

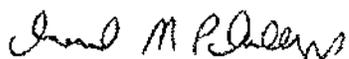
WHEREAS, the two ballot proposals, if approved, will maintain the current level of taxes; now

THEREFORE, be it resolved that the Superior Township Board of Trustees would support the effort to consolidate the two districts if the following conditions are met: 1.) the new school district will be managed in a fiscally responsible manner; 2.) the new school district will operate on a balanced budget every year which includes adequate payments to debt; 3.) the new school district will not be allowed to add any new debt to either operating, infrastructure or capital improvements without approval of the voters of the new district.

BE IT FURTHER RESOLVED this support includes the second proposal on the ballot which allows the new district to levy the non-homestead mills as currently levied by the independent districts in order to receive full funding on a per student basis.

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 October 15, 2012 and that public notices of said meeting were given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.



David Phillips, Superior Township Clerk

**Superior Charter Township**

**DEVELOPMENT AGREEMENT  
Saint Joseph Mercy Health System**

**Ambulatory Surgery Center Project**

This Development Agreement ("*Agreement*") is entered into as of the \_\_\_\_\_ day of October, 2012, by and between Saint Joseph Mercy Health System ("*Developer*"), whose address is 5301 E. Huron River Drive, Ann Arbor, Michigan 48106, and the Charter Township of Superior, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "*Township*").

RECITALS:

- A. WHEREAS, the Developer desires to construct a 2-story Surgery Center which includes approximately 10,390 sq. ft. of renovated existing space and 40,332 sq.ft. of building addition space. This includes the mechanical storage penthouse, 1st floor outpatient surgery suite and partial 2nd floor including inpatient hybrid operating room suite. Site improvements include the construction of a new Ambulatory Surgery Center, a new inpatient hybrid operating room and improvements to the vehicular parking lots and pedestrian walkways. This surgery center is being proposed as a means of meeting current industry standards for ambulatory surgery procedures, by replacing 9 existing outpatient operating rooms currently in (2) locations on campus and a state-of-the-art hybrid operating room adjacent to the existing inpatient surgery pavilion.
- B. WHEREAS, the Developer desires to develop the new building pursuant to the Superior Township Zoning Ordinance No. 174; and
- C. WHEREAS, the entire property (340.80 acres) is located at the S 1/4 quarter of Section 31, T2S, R7E, Superior Township; and
- D. WHEREAS, the subject development shall consist of 40,332 square foot building addition; and
- E. WHEREAS, all parking and drives for the subject project are to be bituminous with concrete curb and gutter with designated sidewalks to be concrete; and
- F. WHEREAS, the purpose of the facility is to provide state-of-the-art health system operation improvements for patients within the Saint Joseph Mercy Health System complex; and

- G. WHEREAS, the Developer desires to build all necessary infrastructure, such as, but not limited to, storm sewers, water main, sanitary sewer, driveways, sidewalks, curb and gutter, parking improvements, lighting and landscaping, without the necessity of special assessments by the Township; and
- H. WHEREAS, the Developer desires to install the grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the additional drainage of storm water from the development in such a manner as to avoid damage to any adjacent property or any adjacent lot, from an increase in the flow or decrease in water quality of storm water from the subject development; and
- I. WHEREAS, all contracts, maintenance agreements, approvals, and conditions agreed to by the Developer and the Township remain in effect including, but not limited to, conditions of all approvals by the Township regarding zoning and site plan approval for previous developments on the subject site, engineering approvals, and permits that may have been issued by appropriate governmental review agencies for the subject site; and
- J. WHEREAS, on September 26, 2012, the Superior Township Planning Commission passed a motion to approve the Combined Preliminary and Final Site Plan for the Ambulatory Surgery Center, dated 8-27-12, conditioned upon the resolution of the issues raised by the Township Engineer in the report dated 9-18-12 prior to final engineering approval; and
- K. WHEREAS, Section 10.05(G) of the Superior Township Zoning Ordinance requires the execution of a Development Agreement in connection with the approval of the combined preliminary and final site plan for the Development which Agreement shall be binding upon the Township, and the Developer of the site, their successors-in-interest, and assigns.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement and with the express understanding that this Agreement contains important and essential terms as part of the final approval of the Developer's Combined Preliminary and Final Site Plan for the Development the parties agree as follows:

**ARTICLE I  
GENERAL TERMS**

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

- 1.3 **Approval of Site Plan.** The Combined Preliminary and Final Site Plan, dated August 27, 2012 has been approved pursuant to the authority granted to and vested in the Township pursuant to Michigan Public Act 110 of the 2006 Zoning and Enabling Act, as Amended.
- 1.4 **Conditions of Site Plan Approval.** The Developer and the Township acknowledge that the approval of the Combined Preliminary and Final Site Plan for the development is conditioned upon the resolution of the issues raised by the Township Engineer in the report dated 9-18-12 prior to final engineering approval.
- 1.5 **Agreement Running, with the Land.** The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Property described herein, shall be deemed a restrictive covenant which shall run with the land and be binding upon, and inure to the benefit of the parties, their successors-in-interest and assigns; and may not be modified or rescinded except as may be agreed to writing by the Township, the Developer and/or their respective successors. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of said property.

## ARTICLE II PROVISIONS REGARDING DEVELOPMENT

- 2.1 **Permitted Principal Uses.** The only permitted principal use within the Ambulatory Surgery Center project shall be for ambulatory surgery on the 1st floor, inpatient hybrid surgery on the 2nd floor and parking and pedestrian walkways as depicted on the Township's approved combined preliminary and final site plan dated August 27, 2012. (Description written by Dave Raymond.)
- 2.2 **Payment of Fees and Invoices.** The Developer shall pay all such applicable fees and invoices as may be due and payable prior to the issuance of building permits before any such permits are issued.
- 2.3 **Tree Preservation.**
- The protection of trees shown to be preserved on the approved Combined Preliminary and Final Site Plan; the removal of trees; the selection, placement and installation of replacement trees, including the posting of a performance guarantee; and the inspection of preserved trees, transplanted trees and replacement trees; shall be in accordance with Section 14.05(F) of the Superior Township Zoning Ordinance.
- 2.4 **Responsibility to Preserve, Retain, and Maintain Site.** During the period of construction the Developer shall regularly remove all construction debris and rubbish from the site. No burning of any kind will be allowed on the site in conjunction with the construction of the Development, including the burning of trees, brush, stumps, or vegetative materials, while clearing the site, or of construction materials during construction.
- 2.5 **General Site Area Rules.** The Developer shall be responsible for removing any man-

made debris that is deposited on the site during the period of construction and shall maintain the area to ensure that it is free of trash, rubbish or unsightly weeds and during the construction shall maintain the area and landscaping in an attractive state. Developer shall preserve and retain the open space areas within the site in their natural state, with minimal intrusion, subject to the right of Developer to install, maintain and repair the site improvements which are identified in the final site plan or the plans and specifications for the Development which have been approved by the Township.

**2.6 Township Right of Enforcement Regarding Site, Open Space and Drainage Areas.**

In the event the Developer fails at any time to preserve, retain, maintain or keep up the Open Space or Drainage Areas during the construction in accordance with this Agreement, the Township may serve written notice upon the Developer setting forth the manner in which Developer has failed to maintain or preserve the Open Space and Drainage Areas in accordance with this Agreement. Such notice shall include a demand that deficiencies in maintenance or preservation be cured within thirty (30) days of the notice. If the deficiencies set forth in the original notice, or any written modification thereof, are not cured within such thirty (30) day period or any extension thereof, the Township, in order to prevent the Open Space and Drainage Areas from becoming a nuisance, may, but is not obligated to, enter upon the Open Space and Drainage Areas and perform the required maintenance or otherwise cure the deficiencies. The Township's cost to perform any such maintenance or cure, together with a surcharge equal to fifteen percent (15%) for administrative costs, shall be assessed to the owner of the site at the time such maintenance or cure is performed (or said owner's successors or assigns), placed on the next Township tax roll as a special assessment, and collected in the same manner as general property taxes.

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

Owner/Applicant/Developer agrees to maintain the on-site storm water management system at no expense to the Township, including all piping, structures, basins, and other facilities associated with the system. In the event Developer at any time fails to maintain or preserve storm water management facilities in accordance with this Agreement, the Township may serve written notice upon the Developer setting forth the deficiencies in the maintenance and/or preservation of the storm water management system. Said written notice shall include a demand that definitive action be taken to cure deficiencies of maintenance and/or preservation within 10 days and cured within thirty (30) days of the date of receipt of the notice. If no action is taken on the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any extension thereof, the Township in order to prevent the storm water management system from becoming a nuisance, may enter upon the property and perform

the required maintenance and/or preservation to cure the deficiencies. The Township's cost to perform any such maintenance and/or preservation, together with a fifteen (15) percent surcharge for administrative costs, shall be assessed to the owner of the site at the time such maintenance and/or preservation is performed or its successors or assigns, placed on the next Township roll as a special assessment and collected in the same manner as general property taxes.

**2.8 Landscape Plan for Development.**

The Developer has included a landscape plan on the Combined Preliminary and Final Site Plan dated August 27, 2012 for the Development depicting the type, size, and location of landscaping materials. The Landscaping shall be installed in accordance with the approved plan prior to the issuance of Certificate of Occupancy.

**2.9 Construction Access.** Developer shall take all reasonable measures requested by the Township to reduce any dust or unreasonable amounts of material on the road created by trucks traveling to and from the construction site, when requested in writing by the Township, the expense of which shall be born exclusively by the Developer.

**2.10 Engineering and Certification.**

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

B. Developer shall furnish As-Built Drawing plans in CD format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings.

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

**2.11 Inspection Escrow for Improvements as Shown on Final Site Plan.** Developer has provided a layout to the Township showing all site improvements which the Developer proposes to install therein, as reflected in the approved final site plan. Site improvements shall include but not be limited to streets and drives, parking lots, walkways, grading, required landscaping, required screens, and storm drainage systems as cited in Section 1.12(C) of the Superior Charter Township Zoning Ordinance. Prior to the scheduling of the pre-construction meeting, the Developer will deposit a total of \$36,773.00 in escrow with the Township to secure the cost of inspection of the site improvements. The Developer will deposit such funds with the Treasurer's Office in the form of cash or a check payable to the Charter Township of Superior. The escrow funds shall state

“Escrow for inspection of site improvements as shown of the Combined Preliminary and Final Site Plan for Ambulatory Surgery Center as stated in Section 2.11 of the Development Agreement”. The \$36,773.00 escrow amount stated above is based on specifications and estimates prepared by the Developer in an “itemized estimate” to the Township and approved by the Township and/or its agents. All site improvements shall be installed as agreed upon between the Developer and the Charter Township of Superior as presented on the Combined Preliminary and Final Site Plan approved by the Planning Commission dated 8-27-12. The Township shall refund its unused portion of the escrow within ten (10) business days after review and approval of the designated site improvements, such approval not to be unreasonably conditioned or withheld. As stipulated by Section 1.12(B) of the Superior Township Zoning Ordinance, if at any time the escrow funds on deposit appear insufficient to cover anticipated costs and expenses for inspections, the Township shall provide written notice to the Developer and the Developer will be required to promptly deposit additional funds in accordance with the written request from the Township.

- 2.12 Underground Utilities.** Developer shall install all electric, telephone, cable and other communication systems underground in accordance with the requirements of the applicable utility company.
- 2.13 Performance Guarantee for Site Improvements.** The Developer shall provide security in the amount of \$806,815.00 to the Township to assure the installation of all site improvements which the Developer proposes to install as reflected in the approved Combined Preliminary and Final Site Plan of the Development, including, but not be limited to, streets and drives, parking lots, walkways, grading, soil erosion control measures, sidewalks, storm drainage systems, and utilities (water and sewer). The Developer shall deliver such security (or deposit such funds) to assure the construction of the site improvements as stated above. The Developer shall deposit such funds prior to the scheduling of the pre-construction meeting with the Township Treasurer's Office in the form of cash or irrevocable letter of credit (whichever /Applicant/Developer may elect), payable to the Charter Township of Superior. The irrevocable letter of credit shall state “Security for Site Improvements as stated in Section 2.13 of the Ambulatory Surgery Center”. The \$806,815.00 performance guarantee amount stated above is based on specifications and estimates prepared by the Developer’s Engineer and approved by the Township’s engineer, based on the Combined Preliminary and Final Site Plan of the Development. All Site Improvements as stated above shall be installed, as depicted on the final site plan and in the approved final engineering plans by not later than the time of application for the certificate of occupancy. The Township shall refund the cash or irrevocable letter of credit within forty-five (45) days after Developer provides written notice of completion of the improvements and Township approves such completion, such approval not to be unreasonably withheld, conditioned or delayed. The Developer may also receive partial refund(s) and/or reductions in the amount of the surety as improvements are completed by providing written notice of completion as set forth in this paragraph.

- 2.14 **Engineering Approval of Plans.** In accordance with Superior Township Ordinance and Superior Township's Engineering Design Specifications, no construction work shall be performed on the Development until engineering plans are reviewed and approved. The Township agrees that all plan reviews required by its engineer shall be completed in a timely manner.
- 2.15 **Removal of Construction Debris.** Developer shall remove all discarded building materials and rubbish at least once each month during construction of the development and within one month of completion or abandonment of construction. No burning of discarded construction material shall be allowed on site.
- 2.16 **Provision of Area Plan.** The Developer shall provide to the Township four (4) copies of the complete area plan of the 340.80 acre Saint Joseph Mercy Health System Complex accurately depicting the Ambulatory Surgery Center, all other buildings, parking areas, roadways, signage, and facilities on the site, as well as open space areas.

### ARTICLE III MISCELLANEOUS PROVISIONS

- 3.1 **Modifications.** This Agreement may not be modified, replaced, amended or terminated without the prior written consent of the parties to this Agreement.
- 3.2 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
- 3.3 **Township Approval.** This Agreement has been approved by the Developer and Township, through action of the Township Board at a duly scheduled meeting.
- 3.4 **Developer Approval.** The signers on behalf of Developer below represent by their signatures that they represent and have authority to bind such parties. Developer has signed to show only that they consent to the terms of the Agreement being made applicable to the property.
- 3.5 **Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
- 3.6 **Pre-Construction Meeting with Builder.** Prior to the commencement of said construction, the Developer shall schedule a meeting with its construction manager and the Township's applicable departments, officials, and consultants to review the applicable policies, procedures and requirements of the Township with respect to construction of the subject development.

### ARTICLE IV

**CHARTER TOWNSHIP OF SUPERIOR HEREBY AGREES:**

- 4.1 **Ratification of Agreement.** The Township confirms and ratifies its agreements and undertakings as set forth in this Agreement.
- 4.2 **Inspections** In consideration of the above undertakings to approve the development, the Township shall provide timely and reasonable Township inspections as may be required during construction.
- 4.3 **Continued Review.** The Owner shall be required to review conformance of this Agreement with Township Officials and/or designated Township consultants on a yearly basis or at such time as deemed necessary by the Township.
- 4.4 **Fees.** The Developer shall pay for any reviews necessary to determine conformance of the Development to this Agreement. This fee would include review time by the Township Engineer, Planner or Attorney.
- 4.5 **Recordation of Agreement.** The Township will record this Agreement with the Washtenaw County Register of Deeds. All costs associated with the recording of this Agreement shall be born by the Developer.

**Developer:**

**Saint Joseph Mercy Health System,**

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

**Thomas E. Tocco**

**Its: Director, Facilities, Engineering and Construction**

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by Thomas E. Tocco, Director, Facilities, Engineering and Construction on behalf of Saint Joseph Mercy Health System.

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

**TOWNSHIP:**

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

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by William A. McFarlane, Supervisor of Superior Charter Township, a Michigan municipal corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
Washtenaw County, Michigan  
My Commission Expires:

Drafted by and when  
recorded return to:

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

ATTACHMENT A

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

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

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

N 02° 05' 59" E 133.16 feet,

Northeasterly 416.82 feet along the arc of a curve to the right having a radius of 600.00 feet passing through a central angle of 39° 48' 13" with a long chord bearing N 22° 00' 05" E 408.49 feet,

N 41° 54' 12" E 192.76 feet,

Northwesterly 850.38 feet along the arc of a curve to the left having a radius of 700.00 feet passing through a central angle of 69° 36' 16" with a long chord bearing N 07° 06' 04" E 799.04 feet,

N 23° 44' 04" E 79.54 feet,

N 23° 34' 41" E 60.09 feet,

thence N 63° 05' 26" W 396.19 feet along the northeasterly right-of-way line of said Huron River Drive (120.00 feet total width)

thence N 36° 19' 51" E 1763.93 feet,

thence N 00° 04' 55" W 332.14 feet,

thence northeasterly in the following eight (8) courses along an intermediate traverse line on the southeasterly bank of the Huron River, said intermediate traverse line lying southeasterly of the 735 foot contour line of said Huron River,

N 55° 50' 24" E 162.91 feet,

N 48° 13' 58" E 141.41 feet,

N 41° 53' 37" E 224.29 feet,

N 47° 10' 21" E 117.00 feet,

N 38° 21' 20" E 151.52 feet,

N 57° 10' 34" E 201.88 feet,

N 77° 13' 14" E 165.93 feet,

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

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

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

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

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

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

thence S 23° 55' 12" W 1020.86 feet,

thence N 89° 18' 12" E 399.19 feet,

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

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

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

# Memorandum

**To:** Superior Township Board of Trustees  
**From:** Diana Riviis, Rick Church  
**Date:** October 5, 2012  
**Re:** Tax Roll List for 2012

Attached is a listing of accounts with unpaid balances from 2011 that are to be added to the winter tax roll.

/attachment



## 2012 Tax Roll Listing

Balances Owed from December 31, 2011

Item	Property Number	Property Owner	Amount Owed	Street #	Street Name	City	State	Zip Code
1	J-10-35-225-010	Franklin Parris	995.78	9221	Abbey Lane	Ypsilanti	MI	48198
2	J-10-35-225-017	Julian Thom	248.15	9245	Abbey Lane	Ypsilanti	MI	48198
3	J-10-35-250-014	Jeremiah & Keleigh Lee	765.68	9258	Abbey Lane	Ypsilanti	MI	48198
4	J-10-35-225-028	James J. Chase	310.28	1923	Andover Drive	Ypsilanti	MI	48198
5	J-10-35-100-004	Arbor Woods Assoc. Ltd. Partnership	42.00	1993	Arbor Woods Blvd.	Ypsilanti	MI	48109
6	J-10-35-231-005	Ted P. Ferenczy	287.90	9142	Arlington Drive	Ypsilanti	MI	48198
7	J-10-35-232-013	Thelma K. Harding	300.00	9048	Ascot Drive	Ypsilanti	MI	48198
8	J-10-35-231-016	Russell Herald & Jennifer Fralick	544.10	9087	Ascot Drive	Ypsilanti	MI	48198
9	J-10-35-231-022	Dominic Magliocco & Lisa M. Carrol	355.51	9159	Ascot Drive	Ypsilanti	MI	48198
10	J-10-35-231-024	Rickey Gates & Ladonna Brown	671.87	9189	Ascot Drive	Ypsilanti	MI	48198
11	J-10-35-225-003	Isaiah & Brenda K. McBryde	778.43	9208	Ascot Drive	Ypsilanti	MI	48198
12	J-10-34-379-010	Paulos Afeworki	512.90	8551	Ashton Court	Ypsilanti	MI	48198
13	J-10-34-379-011	Miranda Smith	81.02	8569	Ashton Court	Ypsilanti	MI	48198
14	J-10-34-428-011	Ronald & Jeannine Roznowski	378.90	8597	Avon Court	Ypsilanti	MI	48198
15	J-10-34-292-013	Raymond & Carolyn Reese	426.88	8411	Barrington Drive	Ypsilanti	MI	48198
16	J-10-34-282-028	Christy D. Allen	20.60	8426	Barrington Drive	Ypsilanti	MI	48198
17	J-10-34-282-029	Cassandra & Drew Montgomery	982.40	8430	Barrington Drive	Ypsilanti	MI	48198
18	J-10-34-282-040	Vanessa Morgan	334.66	8486	Barrington Drive	Ypsilanti	MI	48198
19	J-10-34-282-041	Roberto Diaz & Rosangel E. Barrera	129.74	8490	Barrington Drive	Ypsilanti	MI	48198
20	J-10-34-180-026	Fannie Mae	535.70	8517	Barrington Drive	Ypsilanti	MI	48198
21	J-10-34-180-030	Tom J. & Doreen Pawlak	97.28	8522	Barrington Drive	Ypsilanti	MI	48198
22	J-10-34-180-024	Janelle Hisey King	89.81	8525	Barrington Drive	Ypsilanti	MI	48198
23	J-10-34-180-046	Donald E. & Patricia Hamann	801.96	8610	Barrington Drive	Ypsilanti	MI	48198
24	J-10-34-180-247	Maurice Lorenzo & Perdita J. Wilson	75.20	8717	Barrington Drive	Ypsilanti	MI	48198
25	J-10-34-294-018	Justin Martin	830.16	8287	Berkshire Drive	Ypsilanti	MI	48198
26	J-10-34-283-006	Michael T. & Stacy L. Peterson	653.73	8422	Berkshire Drive	Ypsilanti	MI	48198
27	J-10-34-282-017	Joseph G. & Leanne P. Wade	930.05	8427	Berkshire Drive	Ypsilanti	MI	48198
28	J-10-34-282-016	Andrew & Angela Robinson	455.42	8431	Berkshire Drive	Ypsilanti	MI	48198
29	J-10-34-282-015	Karen Morley	367.03	8435	Berkshire Drive	Ypsilanti	MI	48198
30	J-10-34-282-014	Lynda M. Donald	351.99	8439	Berkshire Drive	Ypsilanti	MI	48198
31	J-10-34-282-012	Martin Thompson	513.26	8447	Berkshire Drive	Ypsilanti	MI	48198
32	J-10-34-282-004	Myra & Vic P. Hamilton, Sr.	1,200.33	8483	Berkshire Drive	Ypsilanti	MI	48198



## 2012 Tax Roll Listing

Balances Owed from December 31, 2011

Item	Property Number	Property Owner	Amount Owed	Street #	Street Name	City	State	Zip Code
33	J-10-34-282-002	Denese K. Meadows	520.47	8491	Berkshire Drive	Ypsilanti	MI	48198
34	J-10-34-281-021	Timothy Curtis Brooks	40.00	8492	Berkshire Drive	Ypsilanti	MI	48198
35	J-10-34-282-001	Terrance G. & Adrienne I. Quinn	511.48	8495	Berkshire Drive	Ypsilanti	MI	48198
36	J-10-34-180-212	Kelly M. Marcum	798.99	1738	Bridgewater Drive	Ypsilanti	MI	48198
37	J-10-34-180-213	Jessica Wimple	605.04	1744	Bridgewater Drive	Ypsilanti	MI	48198
38	J-10-34-180-351	Steven & Juanita Wilson	493.10	1750	Bridgewater Drive	Ypsilanti	MI	48198
39	J-10-34-180-358	Federal Home Loan Mortgage Co.	499.51	1773	Bridgewater Drive	Ypsilanti	MI	48198
40	J-10-34-480-033	Steven D. Wilson	821.54	8925	Bristol Court	Ypsilanti	MI	48198
41	J-10-34-425-011	Renjay LLC	1,439.16	8587	Canterberry Court	Ypsilanti	MI	48198
42	J-10-34-426-001	Theresa A. Maglothin	151.72	8594	Canterberry Court	Ypsilanti	MI	48198
43	J-10-34-432-015	Noffingham Properties LLC	566.26	8645	Cedar Court	Ypsilanti	MI	48198
44	J-10-34-464-026	Dwayne & Sandra Glover	426.32	1107	Clark Drive	Ypsilanti	MI	48198
45	J-10-34-464-029	Sheronda Stewart	1,295.49	1119	Clark Drive	Ypsilanti	MI	48198
46	J-10-33-400-007	Patricia Anne & Kenneth Cousino	690.87	343	Clark Road	Ypsilanti	MI	48198
47	J-10-33-300-032	David Berrie	638.74	350	Clark Road	Ypsilanti	MI	48198
48	J-10-33-300-013	The Kruse Family Trust	223.12	670	Clark Road	Ypsilanti	MI	48198
49	J-10-34-300-006	Karen & Lawrence Donnellon	438.52	919	Clark Road	Ypsilanti	MI	48198
50	J-10-35-371-001	Michael E. Harris	472.68	1590	Dawn Street	Ypsilanti	MI	48198
51	J-10-34-421-009	Sheronda Stewart	281.36	8621	Deering Court	Ypsilanti	MI	48198
52	J-10-34-464-005	Ivory & Priscilla Wright	130.78	1549	Devon Street	Ypsilanti	MI	48198
53	J-10-34-482-024	Willie Lee & Gwendolyn Jackson	633.53	1677	Devon Street	Ypsilanti	MI	48198
54	J-10-34-482-028	Terry & Deborah Bailey	586.93	1727	Devon Street	Ypsilanti	MI	48198
55	J-10-34-481-035	Calvin Leroy Johnson	640.47	1717	Dover Court	Ypsilanti	MI	48198
56	J-10-34-461-036	Crystal R. Lee	730.04	1725	Dover Court	Ypsilanti	MI	48198
57	J-10-34-482-005	Andra & Nonna Williams	715.21	1750	Dover Court	Ypsilanti	MI	48198
58	J-10-36-201-006	Edward L. & Shelly L. Benson	595.42	10125	E. Avondale Circle	Ypsilanti	MI	48198
59	J-10-36-201-016	Sagi Phani Sree Living Trust	58.07	10156	E. Avondale Circle	Ypsilanti	MI	48198
60	J-10-36-202-138	Trina J. Burrell	250.66	10174	E. Avondale Circle	Ypsilanti	MI	48198
61	J-10-34-200-013	Fairfax Manor LTD PTNSP III	4,662.34	8100	Geddes Road	Ypsilanti	MI	48198
62	J-10-34-380-018	Brigitte S. Brown	371.13	8443	Glendale Drive	Ypsilanti	MI	48198
63	J-10-34-379-001	Audrey M. & Craig A. Williams	518.86	8594	Glendale Drive	Ypsilanti	MI	48198
64	J-10-35-480-047	Deon & Evelyn Bell	340.64	1644	Greenway Drive	Ypsilanti	MI	48198



## 2012 Tax Roll Listing

Balances Owed from December 31, 2011

Item	Property Number	Property Owner	Amount Owed	Street #	Street Name	City	State	Zip Code
65	J-10-33-108-066	Dianna B. Moseley & Patricia Dade-Williams	1,480.92	7949	Hallie Drive	Ypsilanti	MI	48198
66	J-10-34-316-019	David Dannemiller	1,047.99	1715	Hamlet Drive	Ypsilanti	MI	48198
67	J-10-34-380-010	James & Tina Mack	129.86	1726	Hamlet Drive	Ypsilanti	MI	48198
68	J-10-34-380-008	Fannie Mae	521.23	1734	Hamlet Drive	Ypsilanti	MI	48198
69	J-10-34-430-008	Phemell Pittman	723.90	1776	Hamlet Drive	Ypsilanti	MI	49198
70	J-10-34-427-020	Deborah & Jeffrey Bogdan	544.32	1790	Hamlet Drive	Ypsilanti	MI	48198
71	J-10-34-176-027	John C. & Cynthia E. Covington	253.33	1793	Hamlet Drive	Ypsilanti	MI	48198
72	J-10-34-176-030	Shay Tzur	391.88	1803	Hamlet Drive	Ypsilanti	MI	48198
73	J-10-34-427-016	Stephanie D. Golidy	822.19	1806	Hamlet Drive	Ypsilanti	MI	48198
74	J-10-34-427-012	Vickie Shields	295.09	1824	Hamlet Drive	Ypsilanti	MI	48198
75	J-10-35-475-019	Jeff & Rebecca Buchanan	464.08	1513	Harvest Lane	Ypsilanti	MI	48198
76	J-10-35-476-011	Ozzie James	290.77	1518	Harvest Lane	Ypsilanti	MI	48198
77	J-10-35-476-010	Willie Lee Johnson	218.79	1524	Harvest Lane	Ypsilanti	MI	48198
78	J-10-35-475-023	Celia Smith	297.97	1531	Harvest Lane	Ypsilanti	MI	48198
79	J-10-35-476-007	Adie B. Johnson & Tom Johnson, Jr.	960.94	1538	Harvest Lane	Ypsilanti	MI	49198
80	J-10-35-476-005	Barry & Reid Conklin	1,063.80	1550	Harvest Lane	Ypsilanti	MI	48198
81	J-10-35-450-019	Clayton & Tammie C. Williams	581.50	1574	Harvest Lane	Ypsilanti	MI	48198
82	J-10-35-451-023	Frederick P. Bryant	351.30	1575	Harvest Lane	Ypsilanti	MI	48198
83	J-10-35-450-017	Maurice R. Archer & Georgina E. Bennett	893.26	1586	Harvest Lane	Ypsilanti	MI	48198
84	J-10-35-451-027	Marie Taylor-Allen	612.80	1595	Harvest Lane	Ypsilanti	MI	48198
85	J-10-35-450-014	George Hobdy, Jr.	378.86	1604	Harvest Lane	Ypsilanti	MI	48198
86	J-10-35-451-030	Diana Valencia	257.21	1609	Harvest Lane	Ypsilanti	MI	48198
87	J-10-35-450-003	Pauline Hill	290.77	1652	Harvest Lane	Ypsilanti	MI	48198
88	J-10-35-451-040	Claymon & Alice Mullen	218.79	1653	Harvest Lane	Ypsilanti	MI	48198
89	J-10-35-451-041	Steven Stahl	313.22	1657	Harvest Lane	Ypsilanti	MI	48198
90	J-10-34-462-012	Sandra Hundley	351.72	8668	Heather Court	Ypsilanti	MI	48198
91	J-10-34-460-014	Bank of America, N.A.	437.81	8607	Heather Drive	Ypsilanti	MI	48198
92	J-10-34-461-002	Maureen Mason	458.06	8610	Heather Drive	Ypsilanti	MI	48198
93	J-10-34-460-018	Pearlie Mae Jackson	322.31	8707	Heather Drive	Ypsilanti	MI	48198
94	J-10-34-462-001	Brian Kilgore	243.14	8784	Heather Drive	Ypsilanti	MI	48198
95	J-10-34-434-008	Myron Jenkins	622.07	8611	Hemlock Court	Ypsilanti	MI	48198
96	J-10-34-434-011	Jamil & Melissa Thomas	487.62	8647	Hemlock Court	Ypsilanti	MI	48198



## 2012 Tax Roll Listing

Balances Owed from December 31, 2011

Item	Property Number	Property Owner	Amount Owed	Street #	Street Name	City	State	Zip Code
97	J-10-34-434-012	Bryan C. Moore & Lois V. Sims	966.41	8659	Hemlock Court	Ypsilanti	MI	48198
98	J-10-36-201-036	Chase Home Financial, LLC	370.98	9846	High Meadow Drive	Ypsilanti	MI	48198
99	J-10-36-201-019	Adam Bayer	369.41	9896	High Meadow Drive	Ypsilanti	MI	48198
100	J-10-33-109-141	Yaminah Smith & Stephen Allen	64.96	1842	Hunters Creek Drive	Ypsilanti	MI	48198
101	J-10-34-420-008	Adrienne M. Haywood	467.49	8607	Kingston Court	Ypsilanti	MI	48198
102	J-10-34-421-002	Todd B. Meder & Jessany Green-Husted	43.56	8668	Kingston Court	Ypsilanti	MI	48198
103	J-10-33-300-026	Terry D. & Linda Morgan	23.56	1676	Leforge Road	Ypsilanti	MI	48198
104	J-10-34-427-038	Barbara J. McGaughy	1,069.84	1835	Manchester Drive	Ypsilanti	MI	48198
105	J-10-34-176-012	Kenneth & Nadine Johnson	94.13	1810	Norfolk Avenue	Ypsilanti	MI	48198
106	J-10-34-462-020	Derick Lindsey	456.33	8683	Nottingham Court	Ypsilanti	MI	48198
107	J-10-34-464-017	Angela Baylis	293.62	8752	Nottingham Drive	Ypsilanti	MI	48198
108	J-10-34-462-029	Frank Williams	1,306.01	8753	Nottingham Drive	Ypsilanti	MI	48198
109	J-10-34-464-015	Mark & Tracy Coleman	60.06	8768	Nottingham Drive	Ypsilanti	MI	48198
110	J-10-34-462-032	Derius & Valencia McCoy	992.51	8781	Nottingham Drive	Ypsilanti	MI	48198
111	J-10-34-464-008	Jamshid Zahrdie	3,589.81	8830	Nottingham Drive	Ypsilanti	MI	48198
112	J-10-34-464-007	Rubin & Elizabeth Brownlee	594.76	8836	Nottingham Drive	Ypsilanti	MI	48198
113	J-10-34-483-019	Duane E. & Jennie Sanders	375.95	8883	Nottingham Drive	Ypsilanti	MI	48198
114	J-10-34-483-020	Vincent Marshall	642.50	8887	Nottingham Drive	Ypsilanti	MI	48198
115	J-10-34-483-021	Nancy Phillips	513.62	8891	Nottingham Drive	Ypsilanti	MI	48198
116	J-10-34-485-008	Netsai & Kennedy Makina	881.42	8904	Nottingham Drive	Ypsilanti	MI	48198
117	J-10-34-485-007	Athi & Bettie Cobbs	475.58	8908	Nottingham Drive	Ypsilanti	MI	48198
118	J-10-34-480-031	Patricia Cunningham	798.70	8924	Nottingham Drive	Ypsilanti	MI	48198
119	J-10-34-482-002	Latin G. & Jacqueline Bonner-Davis	1,000.59	8947	Nottingham Drive	Ypsilanti	MI	48198
120	J-10-34-480-024	Marcy C. & George A. Corley	2,359.63	8952	Nottingham Drive	Ypsilanti	MI	48198
121	J-10-34-480-023	Nottingham Properties LLC	129.58	8956	Nottingham Drive	Ypsilanti	MI	48198
122	J-10-34-481-001	Pristine Investments	698.61	8969	Nottingham Drive	Ypsilanti	MI	48198
123	J-10-34-448-004	Anthony G. Young	496.02	8952	Oxford Court	Ypsilanti	MI	48198
124	J-10-35-371-011	Amos A & Therese Wells	475.29	9125	Panama Avenue	Ypsilanti	MI	48198
125	J-10-35-372-008	Jennifer Metzner	289.28	9170	Panama Avenue	Ypsilanti	MI	48198
126	J-10-35-372-012	Earnest & Carol Pope	134.58	9224	Panama Avenue	Ypsilanti	MI	48198
127	J-10-35-370-007	Fidelity Michigan, LLC	47.42	9247	Panama Avenue	Ypsilanti	MI	48198
128	J-10-35-370-003	Laneika Jones	408.41	9287	Panama Avenue	Ypsilanti	MI	48198



## 2012 Tax Roll Listing

Balances Owed from December 31, 2011

Item	Property Number	Property Owner	Amount Owed	Street #	Street Name	City	State	Zip Code
129	J-10-35-370-002	Stacey M. Mack	387.08	9295	Panama Avenue	Ypsilanti	MI	48198
130	J-10-35-370-001	Robert Jr. & Angela M. Mealing	1,931.93	9315	Panama Avenue	Ypsilanti	MI	48198
131	J-10-35-372-026	Darrell K. & Gwendolyn A. Thomas	537.00	9344	Panama Avenue	Ypsilanti	MI	48198
132	J-10-34-432-007	Teresa O'Quinn	952.61	8632	Fine Court	Ypsilanti	MI	48198
133	J-10-34-180-230	William & Charlotte Elliott	158.04	8496	Preston Court	Ypsilanti	MI	48198
134	J-10-34-200-010	Fairfax Manor LTD (Bldg. 1 & 2)	15,115.57	1900	Prospect Road	Ypsilanti	MI	48198
135	J-10-36-201-106	J.P. Morgan Chase Bank NA	281.71	9736	Ravenshire Drive	Ypsilanti	MI	48198
136	J-10-36-201-108	Shari L. Tyler Turner	397.84	9740	Ravenshire Drive	Ypsilanti	MI	48198
137	J-10-36-202-199	Phillip M. & Marianne Milian	43.14	9770	Ravenshire Drive	Ypsilanti	MI	48198
138	J-10-34-180-290	Dahlas & Patrice Ingram	341.99	1675	Savannah Court	Ypsilanti	MI	48198
139	J-10-34-180-163	John Hayes	488.20	1713	Savannah Lane	Ypsilanti	MI	48198
140	J-10-34-180-161	Jeffrey & Anna Martin	505.06	1721	Savannah Lane	Ypsilanti	MI	48198
141	J-10-34-180-122	Tardarius S. Rachal	32.19	1829	Savannah Lane	Ypsilanti	MI	48198
142	J-10-34-180-119	Freddie L. Tubbs	477.29	1845	Savannah Lane	Ypsilanti	MI	48198
143	J-10-34-180-235	Nicholas P. & Melissa M. Kukiela	627.86	1852	Savannah Lane	Ypsilanti	MI	48198
144	J-10-34-180-238	Stacy Tobis	396.94	1870	Savannah Lane	Ypsilanti	MI	48198
145	J-10-34-180-112	Lavette M. & Lionel Wallace, Jr.	157.61	1887	Savannah Lane	Ypsilanti	MI	48198
146	J-10-34-180-088	Renita Lynn Withespoon	349.08	1900	Savannah Lane	Ypsilanti	MI	48198
147	J-10-34-377-009	Antoine & Muriel Ayers	74.83	1664	Sheffield Drive	Ypsilanti	MI	48198
148	J-10-34-376-003	Bernard Freeman	290.77	1667	Sheffield Drive	Ypsilanti	MI	48198
149	J-10-34-377-003	Dana & Cynthia Noland	508.97	1678	Sheffield Drive	Ypsilanti	MI	48198
150	J-10-34-315-012	Jerome & Marshecka Rodgers	503.72	1715	Sheffield Drive	Ypsilanti	MI	48198
151	J-10-34-316-001	Carl D. Dean	362.72	1762	Sheffield Drive	Ypsilanti	MI	48198
152	J-10-34-150-015	Mitch & Ramona Parker Hayden	90.77	961	Stamford Road	Ypsilanti	MI	48198
153	J-10-34-150-013	Evette Reyes	112.26	981	Stamford Road	Ypsilanti	MI	48198
154	J-10-34-281-010	Averil J. White	1,089.89	1036	Stamford Road	Ypsilanti	MI	48198
155	J-10-34-150-003	Benjamin N. Zama & Shauntel Blair	395.78	1079	Stamford Road	Ypsilanti	MI	48198
156	J-10-34-175-017	Carla Lynn Wiley	715.83	1125	Stamford Road	Ypsilanti	MI	48198
157	J-10-34-175-016	M. L. Hargrow, Jr.	264.29	1135	Stamford Road	Ypsilanti	MI	48198
158	J-10-34-175-003	Theodore Massey	308.27	1187	Stamford Road	Ypsilanti	MI	48198
159	J-10-34-480-016	Steve Wilson	768.90	1288	Stamford Road	Ypsilanti	MI	48198
160	J-10-34-480-012	Kimberly Sue Leedy	580.18	1316	Stamford Road	Ypsilanti	MI	48198



## 2012 Tax Roll Listing

Balances Owed from December 31, 2011

Item	Property Number	Property Owner	Amount Owed	Street #	Street			
					Street Name	City	State	Zip Code
161	J-10-34-480-011	Kathran Rice	745.72	1322	Stamford Road	Ypsilanti	MI	48198
162	J-10-34-480-010	Rickey A. & Marie Harding	1,022.14	1328	Stamford Road	Ypsilanti	MI	48198
163	J-10-34-480-004	Robert & Patrice LaGrand	497.26	1370	Stamford Road	Ypsilanti	MI	48198
164	J-10-34-481-018	Jacquata D. & Franklin D. Lee, Jr.	530.29	1618	Stephens Drive	Ypsilanti	MI	48198
165	J-10-34-481-009	Frederick N. Robinson & Saddquia Allen	111.59	1714	Stephens Drive	Ypsilanti	MI	48198
166	J-10-34-481-007	Randy S. Battle	310.34	1730	Stephens Drive	Ypsilanti	MI	48198
167	J-10-34-481-005	Cherisa G. Allen	2,424.42	1746	Stephens Drive	Ypsilanti	MI	48198
168	J-10-34-420-001	Clara M. Hamilton	336.57	1821	Stephens Drive	Ypsilanti	MI	48198
169	J-10-34-482-015	Federal National Mtg. Association	293.62	1568	Stratford Court	Ypsilanti	MI	48198
170	J-10-34-180-137	James T. & Shanna S. Hill	687.66	8262	S. Warwick Court	Ypsilanti	MI	48198
171	J-10-34-180-369	Samantha Cover-Killewald	822.40	1863	Telford Court	Ypsilanti	MI	48198
172	J-10-34-180-364	Joseph D. & Nichole E. Hamilton	544.91	1868	Telford Court	Ypsilanti	MI	48198
173	J-10-36-201-093	BT Investments I LLC	661.48	9943	W. Avondale Circle	Ypsilanti	MI	48198
174	J-10-36-201-076	Federal National Mtg. Association	39.00	9983	W. Avondale Circle	Ypsilanti	MI	48198
175	J-10-36-201-075	Paul Singh & Inderjeet Talwar	98.15	9985	W. Avondale Circle	Ypsilanti	MI	48198
176	J-10-36-202-221	Theresa J. Arciero & Erik Poppe	890.04	9639	Wexford Drive	Ypsilanti	MI	48198
177	J-10-36-202-208	Suresh & Nada Patil	993.24	9673	Wexford Drive	Ypsilanti	MI	48198
178	J-10-35-475-013	Washington Ryles	458.30	1506	Wiard Blvd.	Ypsilanti	MI	48198
179	J-10-35-475-012	Mid Michigan Builders Trust	103.38	1510	Wiard Blvd.	Ypsilanti	MI	48198
180	J-10-35-475-009	Timothy & Bobbie Yerebeck	95.36	1526	Wiard Blvd.	Ypsilanti	MI	48198
181	J-10-35-475-007	Francetta Miller	377.12	1536	Wiard Blvd.	Ypsilanti	MI	48198
182	J-10-35-451-021	Fidelity Realty & Development, LLC	443.26	1580	Wiard Blvd.	Ypsilanti	MI	48198
183	J-10-35-451-020	Meredith Barron	200.93	1586	Wiard Blvd.	Ypsilanti	MI	48198
184	J-10-35-451-019	Mary E. Williams	218.03	1590	Wiard Blvd.	Ypsilanti	MI	48198
185	J-10-35-451-016	Annette Fuller	271.36	1606	Wiard Blvd.	Ypsilanti	MI	48198
186	J-10-35-451-015	Cathleen Taylor	806.33	1610	Wiard Blvd.	Ypsilanti	MI	48198
187	J-10-35-451-013	Mildred Mills	816.97	1618	Wiard Blvd.	Ypsilanti	MI	48198
188	J-10-35-451-009	Timothy & Bobbie Yerebeck	530.84	1634	Wiard Blvd.	Ypsilanti	MI	48198
189	J-10-35-451-008	Rodney Fryar	290.77	1638	Wiard Blvd.	Ypsilanti	MI	48198
190	J-10-35-451-006	Charles & Doris Hickman	307.50	1646	Wiard Blvd.	Ypsilanti	MI	48198
191	J-10-35-451-002	Barry & Patrick Conklin	115.79	1662	Wiard Blvd.	Ypsilanti	MI	48198



2012 Tax Roll Listing  
 Balances Owed from December 31, 2011

Item	Property Number	Property Owner	Amount Owed	Street #	Street Name	City	State	Zip Code
	TOTAL		\$118,928.38					

Date: October 15, 2012  
To: Superior Charter Township Board  
From: Brenda L. McKinney, Treasurer  
Re: Delinquent False Alarms

I am requesting the Board, to authorize me to levy delinquent False Alarms on the 2011 winter tax roll. The total amount to collect is \$1,220.00, which includes a \$30.00 tax roll fee.

Date: October 15, 2012  
To: Superior Charter Township Board  
From: Brenda L. McKinney, Treasurer  
Re: Side Street Maintenance

I am requesting the Board, to authorize me to levy Side Street Maintenance Special Assessments on the 2012 winter tax roll. The total amount to collect is \$17,420.00. Based on the Boards approval of 871 parcels at \$20.00 each.

Woodland Acres Subdivisions numbers 1,2,3,4,5,6,7,9,10, &11 (Oakbrook and Washington Square) lots 1-675 and 734-931, excluding lots 284 and 931.

Date: October 15, 2012  
To: Superior Charter Township Board  
From: Brenda L. McKinney  
Re: Delinquent Ordinance Violations

I am requesting the Board, to authorize me to levy the delinquent Ordinance Violations on the 2012 winter tax roll. The total amount to collect is \$ 2,299.00, which includes the \$30.00 tax roll fee.

Date: October 15, 2012  
To: Superior Charter Township Board  
From: Brenda L. McKinney, Treasurer  
Re: Hyundai Road Special Assessment

I am requesting the Board, to authorize me to levy Hyundai Road Special Assessment Project on the 2012 winter tax roll. The amount with principal and interest to collect is \$162,500.00.

**FIRE RESERVE FUND PROPOSED BUDGET AMENDMENTS 10-15-12**

BUDGET LINE #	DESCRIPTION	DEBIT	CREDIT	COMMENTS
207-337-715-000	SOC SEC FOR BENEFIT DAY PAY-OFFS	\$ 2,506.39		RON SMITH VAC AND SICK DAY
				RETIREMENT PAY-OFF
207-337-717-000	BENEFIT DAY PAYOFFS	\$ 67,727.39		
207-000-699-025	TRANS FROM RESERVES		\$ 70,233.78	
	TOTAL OF DEBITS/CREDITS	\$ 70,233.78	\$ 70,233.78	

SUPERIOR TOWNSHIP

# **BILLS FOR PAYMENT**

DATE: OCTOBER 15, 2012

## TOTAL AMOUNTS TO BE RELEASED FROM EACH FUND

GENERAL

LEGAL DEFENSE NONE TO SUBMIT

FIRE NONE TO SUBMIT

LAW NONE TO SUBMIT

PARK NONE TO SUBMIT

BUILDING NONE TO SUBMIT

UTILITIES \$ 5,329.00

GRAND TOTAL \$ 5,329.00

SUBMITTED BY: SUSAN MUMM, ACCOUNTANT

10:01 AM  
10/05/12

SUPERIOR TOWNSHIP UTILITY DEPARTMENT  
INVOICE APPROVAL REPORT  
AS OF OCTOBER 15, 2012

<u>TYPE</u>	<u>DATE</u>	<u>NUM</u>	<u>MEMO</u>	<u>DUE DATE</u>	<u>OPEN BALANCE</u>
OHM ENGINEERING ADVISORS					
BILL	9/25/12	139154	GENERAL SERVICES	9/25/12	1,257.75
BILL	8/28/12	138907	YCUA CONTRACT ASSISTANCE	10/16/12	4,071.25
TOTAL OHM ENGINEERING ADVISORS					<u>5,329.00</u>
TOTAL					<u><u>5,329.00</u></u>

# **Record of Disbursements**

**Date:** OCTOBER 15, 2012

\*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 MUMM, ACCOUNTANT

GENERAL FUND CHECK REGISTER

CHECK DATE FROM 09/13/2012 - 10/11/2012

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank GENL GENERAL FUND					
09/13/2012	GENL	33960	ANDREW ROBINSON	DUMP TICKET REIMBURSEMENT	22.00
09/13/2012	GENL	33961	FRANK WILLIAMS	DUMP TICKET REIMBURSEMENT	50.00
09/13/2012	GENL	33962	JANET KEEL	DUMP TICKET REIMBURSEMENT	22.00
09/13/2012	GENL	33963	JOHN MENGEL	DUMP TICKET REIMBURSEMENT	22.00
09/13/2012	GENL	33964	MARIA ROMERO	DUMP TICKET REIMBURSEMENT	50.00
09/13/2012	GENL	33965	MILTON GIBSON	DUMP TICKET REIMBURSEMENT	22.00
09/13/2012	GENL	33966	STAPLES CREDIT PLAN	SUPPLIES	269.99
09/14/2012	GENL	33967	COMCAST	AUGUST INTERNET SERVICES	70.95
09/14/2012	GENL	33968	DTE ELECTRIC	AUGUST ELECTRICITY	554.79
09/17/2012	GENL	33969	SUPERIOR TWP PARK FUND		0.00
09/17/2012	GENL	33970	SUPERIOR TWP PARK FUND	SEPT PARK TRANSFER	18,624.00
09/19/2012	GENL	33971	APEX SOFTWARE	APEX SOFTWARE OCT 2012--SEPT 2013	645.00
09/19/2012	GENL	33972	BS&A SOFTWARE	ASSESSING TRAININGFOR BS&A.NET	2,100.00
09/19/2012	GENL	33973	CHARLES SWANSON	ORD VIOLATION LAWN CUTTING	170.00
09/19/2012	GENL	33974	DONALD PENNINGTON	NON PROJECT PLANNING SERV AUG	1,625.00
09/19/2012	GENL	33975	LUCAS & BAKER PC	MISC LEGAL SERV RE AUTUMN HLLS	75.00
09/19/2012	GENL	33976	LUCAS & BAKER PC	MISC LEGAL SERVICES	675.00
09/19/2012	GENL	33977	LUCAS & BAKER PC	MISC LEGAL SERVICES	1,050.00
09/19/2012	GENL	33978	PITNEY BOWES INC	SEPT POSTAGE METER LEASE	272.00
09/19/2012	GENL	33979	RICOH AMERICAS CORP	COLOR COPIER PAYMENT SEPT 2012	311.87
09/19/2012	GENL	33980	SHARED SERVICES, LLC	PUBLIC NOTICE	16.00
09/19/2012	GENL	33981	DIXBORO METHODIST CHURCH	BLDG RENTAL FOR AUG PRIMARY	250.00
09/19/2012	GENL	33982	BS&A SOFTWARE	CR GL AND AP BS&A .NET TRAINING	1,050.00
09/20/2012	GENL	33983	BRENDA MCKINNEY	MILEAGE BRENDA 8/14--9/17	75.48
09/20/2012	GENL	33984	CONSUMERS LIFE INSURANCE CO	COT LIFE INSUR	153.22
09/20/2012	GENL	33985	DELTA DENTAL	OCT DENTAL INSUR	714.59
09/20/2012	GENL	33986	PRIORITY HEALTH	HEALTH INSUR OCT	5,636.61
09/20/2012	GENL	33987	VISION SERVICE PLAN	OCT VISION INSUR	170.03
09/20/2012	GENL	33988	MIDWESTERN CONSULTING	ENG RE SIDEWALK REPLACEMENT	3,244.50
09/24/2012	GENL	33989	BOB MURRAY	WETLANDS MEETING PAY 9/12	35.00
09/24/2012	GENL	33990	DAVID ZELISSE	WETLANDS MEETIN GPAY 9/12	35.00

V

09/24/2012	GENL	33991	ELLEN KURATH	WETLANDS MEETING PAY 9/12	35.00
09/24/2012	GENL	33992	GBS INC.	ABSENTEE BALLOTS AND ENVELOPES	225.68
09/24/2012	GENL	33993	JIM MCINTYRE	WETLANDS MEETING PAY 9/12	35.00
09/24/2012	GENL	33994	JOHN HUDSON	MILEAGE HUDSON 9/10-9/21	75.35
09/24/2012	GENL	33995	JOHN LANGS	WETLANDS MEETING PAY 9/12	35.00
09/24/2012	GENL	33996	NICOLE SUMPTER	MILEAGE NICOLE 8/7-9/13 RE BANKING	64.93
09/25/2012	GENL	33997	BENJAMIN STEINER	DUMP TICKET REIMBURSEMENT	50.00
09/25/2012	GENL	33998	DONAL SIMMONS	DUMP TICKET REIMBURSEMENT	50.00
09/25/2012	GENL	33999	GARY JENKINS	DUMP TICKET REIMBURSEMENT	44.00
09/25/2012	GENL	34000	ISMAEL DOMENECH	DUMP TICKET REIMBURSEMENT	22.00
09/25/2012	GENL	34001	LARRY LONG	DUMP TICKET REIMBURSEMENT	20.00
09/25/2012	GENL	34002	LORENZO HOSKINS	DUMP TICKET REIMBURSEMENT	5.75
09/25/2012	GENL	34003	TOYA PILCHER	DUMP TICKET REIMBURSEMENT	50.00
09/25/2012	GENL	34004	WILLIAM WILLIAMS	DUMP TICKET REIMBURSEMENT	22.00
09/25/2012	GENL	34005	ABSOPURE WATER COMPANY	SEPTEMBER WATER COOLER RENTAL	24.00
09/25/2012	GENL	34006	ANN ARBOR CLEANING SUPPLY	SUPPLIES	162.00
09/25/2012	GENL	34007	CHARTER TOWNSHIP OF YPSILANTI	AUGUST COMPOST	38.25
09/25/2012	GENL	34008	PAETEC	AUGUST TELEPHONES	355.65
09/25/2012	GENL	34009	STANDARD PRINTING	SECURITY WINDOW ENVELOPES	90.00
09/25/2012	GENL	34010	U.S. POSTAL SERVICE	POSTAGE FOR METER	1,000.00
09/25/2012	GENL	34011	WALTER TUCKER	DUMP TICKET REIMBURSEMENT	22.00
09/25/2012	GENL	34012	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 9/27 PAYROLL	23,585.01
09/27/2012	GENL	34013	GBS INC.	20 VOTING PRIVACY SCREENS	419.37
09/27/2012	GENL	34014	RICOH AMERICAS CORP	POSTAGE FOR COLOR COPIER CARTRIDGE	12.19
09/28/2012	GENL	34015	JOHN HANCOCK INSURANCE COMPA	JOHN HANCOCK SEPT	1,211.02
09/28/2012	GENL	34016	SUPERIOR TWP PAYROLL FUND	HCSP SEPT	1,200.00
09/28/2012	GENL	34017	SUPERIOR TWP PAYROLL FUND	MERS#2 SEPT	2,499.99
10/01/2012	GENL	34018	PETTY CASH/ BRENDA MCKINNEY	ELECTION POSTAGE GREEN FAIR SUPPLIES	60.98
10/02/2012	GENL	34019	SUPERIOR TWP PARK FUND	PARK TRANSFER OCT	18,624.00
10/02/2012	GENL	34020	SUPERIOR TOWNSHIP BUILDING FUND	RICK COST SPLIT SEPT	611.62
10/02/2012	GENL	34021	ABSOPURE WATER COMPANY	5 GALLON SPRING WATER	28.00
10/02/2012	GENL	34022	CULLIGAN	WATER SOFTNER SALT	69.49
10/02/2012	GENL	34023	DAMON THOMPSON	DUMP TICKET REIMBURSEMENT	50.00
10/02/2012	GENL	34024	DIANA RIVIS	DUMP TICKET REIMBURSEMENT	22.00
10/02/2012	GENL	34025	ERNEST WIEGAND	DUMP TICKET REIMBURSEMENT	33.50
10/02/2012	GENL	34026	GLENN MCCARTER	DUMP TICKET REIMBURSEMENT	40.25
10/02/2012	GENL	34027	STAPLES ADVANTAGE	SUPPLIES	405.40

10/02/2012	GENL	34028	TOMMY SMITH	DUMP TICKET REIMBURSEMENT	20.00
10/04/2012	GENL	34029	AVAYA, INC.	09/26/12-10/25/12 PHONE MAINTENANCE	102.01
10/04/2012	GENL	34030	DTE GAS	AUGUST & SEPTEMBER GAS/HEATING BILL	55.81
10/04/2012	GENL	34031	DTE GAS	AUGUST & SEPTEMBER GAS/HEATING BILL	47.70
10/04/2012	GENL	34032	TERMINIX PROCESSING CENTER	PEST CONTROL	71.00
10/04/2012	GENL	34033	AUTOMATED RESOURCE MANAGEM	PAYROLL PREP SEPT	174.35
10/04/2012	GENL	34034	GBS INC.	VOTER ID CARDS	167.09
10/04/2012	GENL	34035	REPUBLIC WASTE SERVICES #241	500 GARBAGE TAGS	955.00
10/04/2012	GENL	34036	SHARED SERVICES, LLC	PUBLIC NOTICE RE VOTING	102.40
10/09/2012	GENL	34037	CLEANMASTER JANITORIAL SUPPLY	USED FLOOR BUFFER	187.50
10/09/2012	GENL	34038	AVERY HENINGBURG	SEPT 25TH MEETING	60.00
10/09/2012	GENL	34039	DANIEL DEEDS	SEPT 25TH MEETING	60.00
10/09/2012	GENL	34040	JOHN HUDSON	MILEAGE HUDSON 9/24-10/5	78.10
10/09/2012	GENL	34041	SONNIE PARM	SEPT 25H MEETING PAYT	60.00
10/10/2012	GENL	34042	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS UTIL FUND 10/11 PAYROLL	19,349.27
10/10/2012	GENL	34043	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 10/11 PAYROLL	24,368.67
10/10/2012	GENL	34044	GBS INC.	ABSENTEE ENVELOPES AND POSTAL IMPRINT	147.70
10/10/2012	GENL	34045	PRINTING SYSTEMS, INC.	VOTER ID CARDS VOTER DATA	656.25
10/10/2012	GENL	34046	PRINTING SYSTEMS, INC.	BALLOT INSTRUCTIONS	149.55
10/10/2012	GENL	34047	PRINTING SYSTEMS, INC.	BALLOTS PPOUCHES INSTRUCTIONS	204.08
10/10/2012	GENL	34048	RICOH AMERICAS CORPORATION	B/W AND COLOR COPIES JULY - SEPT	341.64
10/10/2012	GENL	34049	SHARED SERVICES, LLC	PUBLIC NOTICES	172.80
10/10/2012	GENL	34050	STANDARD PRINTING	TAX RECEIPT ENVELOPES	150.00
10/10/2012	GENL	34051	ANN ARBOR TRANSPORTATION AUT	SEPT SERVICES	8,165.25
10/10/2012	GENL	34052	DTE ELECTRIC	SEPTEMBER ELECTRICITY	
10/10/2012	GENL	34053	DTE GAS	GAS/HEATING BILL FOR AUGUST & SEPTEMBE	25.47
10/11/2012	GENL	34054	CARL SADDLER	MILAGE CARL PCIK UP BUFFER	19.43
10/11/2012	GENL	34055	DTE ELECTRIC	SEPTEMBER ELECTRICITY	523.51
10/11/2012	GENL	34056	PAULA CALOPISIS	MEALS & LODGING TRAINING ON TRIBUNALS	409.94
10/11/2012	GENL	34057	ABSOPURE WATER COMPANY	OCTOBER WATER COOLER RENTAL	24.00
10/11/2012	GENL	34058	COMCAST	SEPTEMBER INTERNET SERVICES	70.95
10/11/2012	GENL	34059	HAROLD JONES	DUMP TICKET REIMBURSEMENT	22.00
10/11/2012	GENL	34060	WRIGHT EXPRESS FSC	SEPTEMBER GASOLINE	60.55

TOTAL OF CHECKS WRITTEN

146,313.48

FIRE FUND CHECK REGISTER

CHECK DATE FROM 09/13/2012 - 10/11/2012

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank FIRE FIRE FUND					
09/13/2012	FIRE	20562	ANN ARBOR CLEANING SUPPLY	CLEANING SUPPLIES	503.18
09/13/2012	FIRE	20563	APOLLO FIRE EQUIPMENT	BATTERY	134.87
09/13/2012	FIRE	20564	BARRY CONKLIN	REIMBURSEMENT FOR SPRINKLER PARTS	48.73
09/13/2012	FIRE	20565	BATTERIES PLUS - 389	BATTERIES	88.68
09/13/2012	FIRE	20566	BOTSFORD HOSPITAL	EMS TRAINING FOR DICKINSON	95.00
09/13/2012	FIRE	20567	CORRIGAN OIL COMPANY	238.8 GALLONS OF DIESEL FUEL	833.57
09/13/2012	FIRE	20568	EMERGENCY VEHICLES PLUS	ELECTRICAL COMPONENT	2,573.82
09/13/2012	FIRE	20569	FLEETPRIDE	BATTERIES FOR ENGINES	485.12
09/17/2012	FIRE	20570	SUPERIOR TWP GENERAL FUND	SEPT ACCOUNTING FEE	833.33
09/18/2012	FIRE	20571	A & N ELECTRIC, INC.	SMOKE DETECTOR REPAIRS	373.09
09/18/2012	FIRE	20572	A & N ELECTRIC, INC.	MOTION SENSOR REPLACEMENT	157.62
09/18/2012	FIRE	20573	AMERICAN AQUA, INC.	WATER SOFTENER SALT	69.40
09/18/2012	FIRE	20574	ANNARBOR.COM	THREE MONTH SUBSCRIPTION	32.85
09/18/2012	FIRE	20575	CORRIGAN OIL COMPANY	294.9 GALLONS OF DIESEL FUEL	1,064.78
09/18/2012	FIRE	20576	ELITE TRAUMA CLEAN-UP	MEDICAL WASTE REMOVAL	35.00
09/18/2012	FIRE	20577	EMERGENCY MEDICAL PRODUCTS, INC.	SUPPLIES	694.84
09/18/2012	FIRE	20578	9/11 PATCH PROJECT	CAR DECALS	22.00
09/18/2012	FIRE	20579	GABBYS BP	GASOLINE FOR SMALL ENGINES	60.02
09/18/2012	FIRE	20580	MINE SAFETY APPLIANCES CO.	CAMERA REPAIRS	302.08
09/19/2012	FIRE	20581	LUCAS & BAKER PC	LEGAL SERV: REVIEW FIREFIGHTER CBA	525.00
09/20/2012	FIRE	20582	CONSUMERS LIFE INSURANCE CO	OCT LIFE INSUR	90.80
09/20/2012	FIRE	20583	DELTA DENTAL	OCT DENTAL INSUR	745.83
09/20/2012	FIRE	20584	DELTA DENTAL	OCT DENTAL INSUR	
09/20/2012	FIRE	20585	DELTA DENTAL	OCT DENTAL INSUR RETIREES	123.23
09/20/2012	FIRE	20586	PRIORITY HEALTH	OCT HEALTH INSUR	9,807.72
09/20/2012	FIRE	20587	PRIORITY HEALTH	OCT HEALTH INSUR FURE COBRA	1,550.00
09/20/2012	FIRE	20588	PRIORITY HEALTH	OCT HEALTHINSUR RETIREES	1,803.72
09/20/2012	FIRE	20589	VISION SERVICE PLAN	OCT VISION INSUR	181.06
09/20/2012	FIRE	20590	VISION SERVICE PLAN	OCT VISION INSUR RETIREES	35.08
09/25/2012	FIRE	20591	ALERT-ALL CORP.	SUPPLIES	2,362.00
09/25/2012	FIRE	20592	AUTO VALUE YPSILANT!	SUPPLIES	56.90

V

09/25/2012	FIRE	20593	COMCAST	OCTOBER CABLE & INTERNET SERVICES ST. #1	183.75
09/25/2012	FIRE	20594	ERNIE CLOSE	INSTRUCTOR FEE FOR CLASSES	65.00
09/25/2012	FIRE	20595	GABBYS BP	GASOLINE FOR SMALL ENGINES	41.82
09/25/2012	FIRE	20596	HOME DEPOT CREDIT SERVICES	SUPPLIES	231.68
09/25/2012	FIRE	20597	HURON VALLEY AMBULANCE	AUGUST PAGER RENTAL	65.45
09/25/2012	FIRE	20598	HURON VALLEY AMBULANCE	SEPTEMBER DISPATCH SERVICES	1,495.44
09/25/2012	FIRE	20599	PAETEC	AUGUST TELEPHONES FOR ST. #2	79.08
09/25/2012	FIRE	20600	RICOH AMERICAS CORPORATION	09/02/12-10/02/12 COPIER LEASE PAYMENT	245.57
09/25/2012	FIRE	20601	TIME EMERGENCY EQUIPMENT	SHUT OFF VALVES	3,744.00
09/25/2012	FIRE	20602	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 9/27 PAYROLL	31,877.86
09/28/2012	FIRE	20603	SUPERIOR TWP PAYROLL FUND	SEPT MERS #1	5,308.99
09/28/2012	FIRE	20604	SUPERIOR TWP PAYROLL FUND	SEPT JOHN HANCOCK	634.62
09/28/2012	FIRE	20605	SUPERIOR TWP PAYROLL FUND	HCSP SEPT	1,080.00
10/02/2012	FIRE	20606	SUPERIOR TWP GENERAL FUND	OCT ACCOUNTING FEE	833.33
10/02/2012	FIRE	20607	CLASSIC T'S	CLOTHING FOR DICKINSON	55.00
10/02/2012	FIRE	20608	COMCAST	OCTOBER INTERNET SERVICES FOR ST. #1	70.95
10/02/2012	FIRE	20609	CORRIGAN OIL COMPANY	229.7 GALLONS OF DIESEL FUEL	815.59
10/02/2012	FIRE	20610	DTE ELECTRIC	SEPTEMBER ELECTRICITY FOR ST. #1	883.72
10/02/2012	FIRE	20611	DTE ENERGY	SEPT. ELECTRICITY & GAS/HEAT FOR ST. #2	368.86
10/02/2012	FIRE	20612	DTE GAS	SEPTEMBER GAS/HEATING BILL FOR ST. #1	65.17
10/02/2012	FIRE	20613	FLEETPRIDE	BRAKE REPAIRS	3,057.70
10/02/2012	FIRE	20614	MICHIGAN CHRONICLE	JOB POSTING FOR FIREFIGHTER	735.93
10/02/2012	FIRE	20615	NEXTEL	SEPTEMBER CELL PHONES	195.77
10/02/2012	FIRE	20616	PAETEC	OCTOBER TELEPHONES FOR ST. #1	124.10
10/02/2012	FIRE	20617	PHILIP W. DICKINSON	MILEAGE REIMBURSEMENT	214.23
10/02/2012	FIRE	20618	PHILIP W. DICKINSON	REIMBURSEMENT FOR SUPPLIES	4.29
10/02/2012	FIRE	20619	PHILIP W. DICKINSON	MEAL REIMBURSEMENT	44.53
10/02/2012	FIRE	20620	RICOH AMERICAS CORP	SUPPLIES FOR COPY MACHINE	42.82
10/02/2012	FIRE	20621	TRUGREEN #5785	LAWN SERVICE FOR ST. #1	158.02
10/04/2012	FIRE	20622	ERNIE CLOSE	INSTRUCTOR FEE FOR CONKLIN CLASS	65.00
10/04/2012	FIRE	20623	SUPERIOR TWP UTILITY DEPARTMENT	INTEREST PAYEMNT #2	18,315.00
10/04/2012	FIRE	20624	SUPERIOR TWP UTILITY DEPARTMENT	BOND AGENCY FEES 48.22	48.22
10/10/2012	FIRE	20625	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 10/11 PAYROLL	26,909.19

FIRE TOTALS:

Total of 64 Checks:

Less 1 Void Checks:

TOTAL OF CHECKS WRITTEN

123,750.00

BUILDING FUND CHECK REGISTER

CHECK DATE FROM 09/13/2012 - 10/11/2012

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank BUILD BUILDING FUND					
09/13/2012	BUILD	8091	SHYMANSKI & ASSOCIATES, L.L.C.	STRUCTURAL REVIEW FOR SPRINT/NEXTEL	350.00
09/13/2012	BUILD	8092	WASHTENAW COMMUNITY COLLEGE	MEMBERSHIP DUES	95.00
09/18/2012	BUILD	8093	FEDEX	SHIPPING CHARGES	40.43
09/19/2012	BUILD	8094	BS&A SOFTWARE	BSA.NET BUILDING SOFTWARE	6,480.00
09/19/2012	BUILD	8095	BS&A SOFTWARE	BS&A SOFTWARE SUPPORT AUG12-JULY 13	370.00
09/20/2012	BUILD	8096	CONSUMERS LIFE INSURANCE CO	OCT LIFE INSUR	17.03
09/20/2012	BUILD	8097	DELTA DENTAL	OCT DENTAL INSUR	101.69
09/20/2012	BUILD	8098	PRIORITY HEALTH	OCT HEALTH INSUR	1,521.89
09/20/2012	BUILD	8099	VISION SERVICE PLAN	OCT VISION INSUR	29.70
09/25/2012	BUILD	8100	WRIGHT EXPRESS FSC	SEPTEMBER GASOLINE	121.42
09/25/2012	BUILD	8101	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 9/27 PAYROLL	3,786.36
09/28/2012	BUILD	8102	SUPERIOR TWP PAYROLL FUND	JOHN HANCOCK SEPT	702.44
09/28/2012	BUILD	8103	SUPERIOR TWP PAYROLL FUND	HCSP SEPT	120.00
10/02/2012	BUILD	8104	SUPERIOR TWP GENERAL FUND	CARMEN COST SPLIT SEPT	1,683.22
10/03/2012	BUILD	8105	EDWIN MANIER	ELECTRICAL INSPECTIONS SEPT	390.00
10/04/2012	BUILD	8106	SUPERIOR TWP GENERAL FUND	AUG % OF OVERHEAD	1,608.83
10/10/2012	BUILD	8107	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 10/11 PAYOLL	3,786.34
10/10/2012	BUILD	8108	BS&A SOFTWARE	TRAINING FOR BUILDING.NET BSA SOFTWARE	2,100.00
10/11/2012	BUILD	8109	MECHANICAL INSPECTORS ASSOC. OF MI	MEMBERSHIP DUES FOR MAYERNIK	75.00
10/11/2012	BUILD	8110	METRO MECH INSPECTORS ASSOC	MEMBERSHIP DUES FOR MAYERNIK	70.00
10/11/2012	BUILD	8111	PRINTING SYSTEMS, INC.	ACCOUNTS PAYABLE CHECKS	140.13
10/11/2012	BUILD	8112	SHYMANSKI & ASSOCIATES, L.L.C.	STRUCTURAL REVIEW FOR HYUNDAI	475.00

BUILD TOTALS:

Total of 22 Checks:	24,064.48
Less 0 Void Checks:	0.00
Total of 22 Disbursements:	<u>24,064.48</u>

## LAW FUND CHECK REGISTER

CHECK DATE FROM 09/13/2012 - 10/11/2012

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank LAW LAW FUND					
09/14/2012	LAW	2862	DTE ELECTRIC	AUGUST ELECTRICITY	532.66
09/17/2012	LAW	2863	SUPERIOR TWP GENERAL FUND	SEPT ACCOUNTING FEE	100.00
09/27/2012	LAW	2864	WASHTENAW COUNTY TREASURER	AUGUST SHERIFF'S OVERTIME	4,587.25
09/27/2012	LAW	2865	ABBAY DOOR	GARAGE DOOR REPAIR	250.00
10/02/2012	LAW	2866	SUPERIOR TWP GENERAL FUND	OCT ACCOUNTING FEE	100.00
10/10/2012	LAW	2867	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 10/11 PAYROLL	185.16
10/10/2012	LAW	2868	STEFANI CARTER J.D. P.C.	SEPT LEGAL SERVICES	725.00
10/10/2012	LAW	2869	DTE ELECTRIC	SEPTEMBER ELECTRICITY	502.39
10/10/2012	LAW	2870	DTE GAS	GAS/HEAT BILL FOR AUGUST & SEPTEMBER	25.47
10/11/2012	LAW	2871	WASHTENAW COUNTY TREASURER	OCT REG SHERIFF'S CONTRACT	<u>125,495.83</u>

## LAW TOTALS:

Total of 10 Checks:

132,503.76

Less 0 Void Checks:

0.00

Total of 10 Disbursements:

132,503.76

## PARK FUND HECK REGISTER

CHECK DATE FROM 09/13/2012 - 10/11/2012

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank PARK PARK FUND					
09/13/2012	PARK	11402	CONGDON'S ACE HARDWARE	SUPPLIES	31.96
09/13/2012	PARK	11403	GORDON FOOD SERVICE, INC.	SUPPLIES	29.40
09/13/2012	PARK	11404	GREGORY SECORD	REIMBURSEMENT FOR SUPPLIES	66.69
09/13/2012	PARK	11405	HARBOR FREIGHT TOOLS	SUPPLIES	102.95
09/13/2012	PARK	11406	KEITH LOCKIE	AUGUST MILEAGE REIMBURSEMENT	34.41
09/13/2012	PARK	11407	PARHELION TECHNOLOGIES	ANTI-SPAM	5.00
09/13/2012	PARK	11408	STAPLES CONTRACT AND COMMERCIAL	SUPPLIES	9.99
09/13/2012	PARK	11409	STAPLES CREDIT PLAN	SUPPLIES	73.04
09/17/2012	PARK	11410	SUPERIOR TWP GENERAL FUND	SEPT ACCOUNTING FEE	500.00
09/20/2012	PARK	11411	CONSUMERS LIFE INSURANCE CO	OCT LIFE INSUR	5.68
09/20/2012	PARK	11412	DELTA DENTAL	OCT DENTAL INSUR	21.54
09/20/2012	PARK	11413	PRIORITY HEALTH	OCT HEALTH INSUR	281.83
09/20/2012	PARK	11414	VISION SERVICE PLAN	OCT VISION INSUR	5.38
09/25/2012	PARK	11415	MARGOLIS COMPANIES, INC.	GRAVEL FOR SCHROETER PARK	64.00
09/25/2012	PARK	11416	SUPERIOR TWP UTILITY DEPARTMENT	REIMB FOR SEPTEMBER TELEPHONES	71.87
09/25/2012	PARK	11417	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 9/27 PAYROLL	2,658.92
09/28/2012	PARK	11418	SUPERIOR TWP PAYROLL FUND	SEPT MERS #2	212.07
09/28/2012	PARK	11419	SUPERIOR TWP PAYROLL FUND	JOHN HANCOCK SEPT	350.08
09/28/2012	PARK	11420	SUPERIOR TWP PAYROLL FUND	HCSP SEPT	60.00
10/02/2012	PARK	11421	VERIZON WIRELESS	SEPTEMBER CELL PHONES	113.25
10/02/2012	PARK	11422	WRIGHT EXPRESS FSC	SEPTEMBER GASOLINE	466.36
10/02/2012	PARK	11423	SUPERIOR TWP GENERAL FUND	OCT ACCOUNTING FEE	500.00
10/02/2012	PARK	11424	SUPERIOR TWP UTILITY DEPARTMENT	KEITH COST SPLIT SEPT	2,596.47
10/04/2012	PARK	11425	ALEXANDER'S FARM MARKET	50 PUMPKINS	175.00
10/04/2012	PARK	11426	BADER & SONS CO.	TRACTOR PARTS	60.17
10/04/2012	PARK	11427	DTE ELECTRIC	SEPTEMBER ELECTRICITY - BARN	47.73
10/04/2012	PARK	11428	HIGHLAND PRODUCTS GROUP LLC.	PET STATION BAGS & SIGNS	461.04
10/04/2012	PARK	11429	HOME DEPOT CREDIT SERVICES	SUPPLIES	196.52
10/04/2012	PARK	11430	KEITH LOCKIE	MILEAGE REIMBURSEMENT	24.42
10/04/2012	PARK	11431	MARGOLIS COMPANIES, INC.	GRAVEL FOR SCHROETER PARK	64.00
10/04/2012	PARK	11432	MARGOLIS COMPANIES, INC.	GRAVEL FOR SCHROETER PARK	64.00

10/04/2012	PARK	11433	MARGOLIS COMPANIES, INC.	GRAVEL FOR SCHROETER PARK	32.00
10/04/2012	PARK	11434	SAM'S CLUB/GEGRB	SUPPLIES	20.50
10/04/2012	PARK	11435	ZANE'S CUSTOM SIGNS	2012 PROGRAM SIGNS	180.00
10/10/2012	PARK	11436	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 10/11 PAYROLL	<u>5,134.69</u>

PARK TOTALS:

Total of 35 Checks:	14,720.96
Less 0 Void Checks:	<u>0.00</u>
Total of 35 Disbursements:	14,720.96

7:21 AM  
 10/03/12  
 ACCRUAL BASIS

SUPERIOR TOWNSHIP UTILITY DEPARTMENT  
 CHECK REGISTER  
 SEPTEMBER 18 THROUGH OCTOBER 15, 2012

DATE	NUM	NAME	MEMO	AMOUNT
100 - CASH - O&M				
101 - O&M CHECKING - CHASE				
9/19/12	7530	DIANA RIVIS/PETTY CASH	RECON. OF 09/13/12	(46.53)
9/19/12	7531	DTE	GAS & ELECT. @ 1799 N. PROSPECT - 08/12	(159.31)
9/19/12	7532	HERITAGE NEWSPAPERS	W/S RATE CHANGE NOTIFICATION - A2 TWP.	(89.60)
9/19/12	7533	MIDWEST MAINTENANCE	REPAIR MAN HOLE ON MCINTOSH	(800.00)
9/19/12	7534	OHM ENGINEERING ADVISORS	GENERAL SERVICES	(2,698.00)
9/19/12	7535	PITNEY BOWES	POSTAGE METER LEASE - 3RD/12	(432.87)
9/19/12	7536	PITNEY BOWES 2	SEALER	(38.74)
9/19/12	7537	PURCHASE POWER	POSTAGE METER REFILLS	(550.00)
9/19/12	7538	RICOH AMERICAS CORPORATION	COPIER LEASE - 09/12	(187.26)
9/19/12	7539	RICOH AMERICAS CORPORATION #2	SHIPPING ON INK CARTRIDGE	(11.50)
9/19/12	7540	STANDARD PRINTING	LETTERHEAD	(103.00)
9/19/12	7541	STATE OF MICHIGAN-MDEQ DRINKING WA...	EPA REQUIRED WATER ANALYSIS	(285.00)
9/19/12	7542	WINDSTREAM	PHONES - ADM. BLDG. - 09/12	(332.25)
9/21/12	7543	SUPERIOR TWP. PAYROLL FUND	MERS HEALTH SAVINGS - 09/12	(1,020.00)
9/21/12	7544	CONSUMER'S LIFE INSURANCE COMPANY	LIFE INSURANCE - 10/12	(96.47)
9/21/12	7545	DELTA DENTAL PLAN OF MICHIGAN	DENTAL INSURANCE - 10/12	(730.30)
9/21/12	7546	PRIORITY HEALTH	MEDICAL INSURANCE - 10/12	(8,539.48)
9/21/12	7547	VISION SERVICE PLAN	VISION INSURANCE - 10/12	(159.27)
9/26/12	7548	SUPERIOR TWP. PAYROLL FUND	PAYROLL - 09/27/12	(19,349.26)
9/26/12	7549	ANN ARBOR CHARTER TOWNSHIP	W/S PURCH. - 06-08/12	(45,486.49)
9/26/12	7550	AT&T	BOOSTER STA. PHONE - 09/12	(50.35)
9/26/12	7551	BLUETARP FINANCIAL	HYDRANT PARTS	(24.10)
9/26/12	7552	COMCAST	INTERNET - MAINT. FAC. - 09/12	(86.95)
9/26/12	7553	ED'S GARAGE, INC.	INNER & OUTER SEALS REPLACEMENT - 2005 F350	(705.50)
9/26/12	7554	HOME DEPOT	BATTERIES	(34.62)
9/26/12	7555	J.H. BENNETT & Co., INC.	FILTERS FOR LIFT STATION	(86.87)
9/26/12	7556	MARGOLIS COMPANIES, INC.	SOD - SHEFFIELD	(450.00)
9/26/12	7557	VERIZON	CELL PHONES - 09/12	(244.74)
9/26/12	7558	YPSILANTI COMM. UTILITIES AUTHORITY	W/S PURCH. - 08/12	(193,914.13)
9/26/12	7559	ZEE MEDICAL, INC.	FIRST AID SUPPLIES	(262.64)
9/28/12	7560	SUPERIOR TWP. PAYROLL FUND	MERS PENSION - 09/12	(2,452.97)
9/28/12	7561	SUPERIOR TWP. PAYROLL FUND	JOHN HANCOCK PENSION - 09/12	(392.32)
10/3/12	7562	SUPERIOR TWP. GENERAL FUND	ACCOUNTANT - 10/12	(166.67)
10/3/12	7563	AL'S CLEANING SERVICE	ADM. BLDG. CLEANING - 08/12 (4 WEEKS)	(160.00)
10/3/12	7564	DIANA RIVIS	MILEAGE - 08/02-09/28/12	(69.38)
10/3/12	7565	DTE	MULTIPLE GAS & ELECT. - 09/12	(2,261.31)
10/3/12	7566	KEITH LOCKIE	MILEAGE - 09/12	(36.63)
10/3/12	7567	MCI WORLDCOM	OFFICE FAX LONG DIST. - 09/12	(54.24)
10/3/12	7568	MICHIGAN OFFICE INTERIORS	CHAIR REPAIR - CHURCH	(80.24)

7:21 AM  
10/03/12  
ACCRUAL BASIS

SUPERIOR TOWNSHIP UTILITY DEPARTMENT  
CHECK REGISTER  
SEPTEMBER 18 THROUGH OCTOBER 15, 2012

DATE	NUM	NAME	MEMO	AMOUNT
10/3/12	7569	WINDSTREAM	PHONES - MAINT. FAC. - 10/12	(222.72)
10/3/12	7570	WRIGHT EXPRESS FSC	FUEL CHARGES - 09/12	(420.15)
10/10/12	EFT	MAGIC-WRIGHTER	MONTHLY FEE - 09/12	(45.02)
TOTAL 101 - O&M CHECKING - CHASE				<u>(283,336.88)</u>
TOTAL 100 - CASH - O&M				(283,336.88)
120 - CASH - CAPITAL RESERVE				
125 - CR CHECKING - CHASE				
10/3/12	397	THE BANK OF NEW YORK MELLON	2003 BOND INTEREST PAYMENT	(42,735.00)
10/3/12	398	YPSILANTI COMM. UTILITIES AUTHORITY	2010 REF. BOND PAYMENT	(320,037.64)
TOTAL 125 - CR CHECKING - CHASE				<u>(362,772.64)</u>
TOTAL 120 - CASH - CAPITAL RESERVE				<u>(362,772.64)</u>
TOTAL				<u><u>(646,109.52)</u></u>

SUPERIOR TOWNSHIP PARK COMMISSION  
Regular Meeting  
September 24, 2012



Proposed Minutes

A. 2013 Proposed Budget

It was resolved by Martha Kern-Boprie and supported by Sandi Lopez to recommend the 2013 Budget to the Township Board as amended, with Revenue estimated at \$231,600 and expense of

Administration Department	\$ 68,289
Recreation Department	\$ 14,901
Park Maintenance Department	\$143,409
Park Development/Improvement	<u>\$ 5,000</u>
	\$231,600

Roll Call vote on the resolution:

Jan Berry	Yes
Uva Wilbanks	Yes
Marion Morris	Yes
Dan Allen	Yes
Martha Kern-Boprie	Yes
Terry Lee Lansing	Yes
Sandi Lopez	Yes

The resolution was adopted.

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS  
BUREAU OF CONSTRUCTION CODES  
NOTICE OF PUBLIC HEARING



Building Officials, Plan Reviewers, and Inspectors Rules (ORR# 2010-023 LR)

The Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, will hold a public hearing on Tuesday, October 16, 2012, at 11:00 a.m. in Conference Room 3, 2501 Woodlake Circle, Okemos, MI 48864. The proposed rules will take effect 30 days after filing with the Secretary of State.

The public hearing is being held to receive public comments on the proposed amendments to the administrative rules. The proposed rules will clarify and update experience requirements to become registered as a code official or plan reviewer in Michigan; provide for a grace period for re-registration of building official, plan reviewers, and inspectors; and update the types of educational and training programs that are allowed.

The proposed rules are being promulgated under the authority conferred on the Director of the Department of Licensing and Regulatory Affairs by Section 5 of 1986 PA 54, and Executive Reorganization Order Nos. 2003-1, 2008-4 and 2011-4, MCL 445.2011, MCL 445.2025, and MCL 445.2030.

The proposed rules will be published in the October 1, 2012, *Michigan Register*. Copies of the proposed Michigan amendments to the Building Officials, Plan Reviewers, and Inspectors 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 the Bureau's website at [www.michigan.gov/bcc](http://www.michigan.gov/bcc). The amendments are located under the What's New section.

Oral or written comments may be presented in person at the hearing on October 16, 2012, or submitted in writing by mail, email, or facsimile no later than 5:00 p.m., October 16, 2012 to the address specified below. If your presentation is in written form, please provide a copy to the rules analyst at the conclusion of your testimony.

Department of Licensing and Regulatory Affairs  
Bureau of Construction Codes  
Office of Administrative Services  
P.O. Box 30254  
Lansing, MI 48909  
Telephone (517) 335-2972  
Facsimile (517) 241-9570  
[matsumotos@michigan.gov](mailto:matsumotos@michigan.gov)

The meeting site and parking is accessible. Individuals attending the meeting are requested to refrain from using heavily scented personal care products, in order to enhance accessibility for everyone. People with disabilities requiring additional services (such as materials in alternative format) in order to participate in the meeting should call Shannon Matsumoto at (517) 335-2972 (voice) at least 14 days prior to the hearing. DLARA is an equal opportunity employer/program.

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

NOTICE OF HEARING  
FOR THE CUSTOMERS OF  
THE DETROIT EDISON COMPANY  
CASE NO. U-16956

FYI

- The Detroit Edison Company requests Michigan Public Service Commission approval to reconcile its 2011 Restoration Expense Tracking Mechanism and its report regarding its 2011 Line Clearance Expense.
- The information below describes how a person may participate in this case.
- You may call or write The Detroit Edison Company, One Energy Plaza, Detroit, Michigan 48226, (800) 477-4747, for a free copy of its application. Any person may review the application at the offices of The Detroit Edison Company.
- The first public hearing in this matter will be held:

**DATE/TIME:** October 3, 2012, at 9:00 a.m.  
This hearing will be a prehearing conference to set future hearing dates and decide other procedural matters.

**BEFORE:** Administrative Law Judge Sharon L. Feldman

**LOCATION:** Constitution Hall  
525 West Allegan  
Lansing, Michigan

**PARTICIPATION:** Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider The Detroit Edison Company's (Edison) January 27, 2012 application, which seeks Commission approval to reconcile its Restoration Expense Tracking Mechanism (RETM) for the period from January 1, 2011 through October 28, 2011 and its 2011 Line Clearance Expense Report. Edison represents that its 2011 restoration expenses included in the RETM is more than the amount provided in rates and proposes to surcharge it customers to collect the \$47.7 million. Edison also represents an underspend expense level in 2011 for its line clearance compared with its base level and proposes to refund \$4.3 million to its customers.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in Word or PDF format, as an attachment to an email sent to: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov). If you require assistance prior to e-filing, contact Commission staff at (517) 241-6180 or by email at: [mpscedockets@michigan.gov](mailto:mpscedockets@michigan.gov).



## Public Hearing Notice

**City of Ypsilanti Planning Commission  
Wednesday, 24 October 2012, 7:00 p.m.  
Council Chambers, City Hall**

The City of Ypsilanti Planning Commission will hold a public hearing on Wednesday, 24 October 2012, 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:

**Map Amendment (Rezoning): 311 South Grove**

The Planning Commission will hear a presentation, hold a public hearing, and make a recommendation to City Council regarding the rezoning of 311 South Grove. **This parcel is currently zoned B2, Community Business; the applicant is requesting a rezoning to B4, General Business, or CI, Commercial-Industrial.** The Master Planned future land use for the properties is community commercial. The address, parcel number and legal description is:

- **311 S Grove**, 11-11-09-496-002, YP CITY 16E-116 PART OF LOTS 101 & 102. LAND COM AT SE COR FACTORY & GROVE STREETS, TH S'LY 157.62 FT, TH N 88 DEG 43' E 80.00 FT, TH N'LY PAR TO E LINE GROVE ST. 79.75 FT TO S LINE LOT 101, TH E'LY 20 1/4 FT, TH NE'LY TO S LN FACTORY ST. AT A POINT 100 FT W OF POINT OF BEG, TH W TO POB. HUNTERS ADD. 311 S GROVE.

The City invites all citizens to attend this meeting or 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 734-483-9646 or email [wesslerb@cityofypsilanti.com](mailto:wesslerb@cityofypsilanti.com). For a full calendar of City events, please go to our website at [cityofypsilanti.com/calendar](http://cityofypsilanti.com/calendar).

The City of Ypsilanti will provide necessary auxiliary aids and services, such as signers for people with hearing disabilities or audio tapes of printed materials for people with vision disabilities, upon two days' notice to the City of Ypsilanti. Those requiring these aids or services should contact the City of Ypsilanti at:

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

Frances McMullan  
City Clerk

**LANDLORDS, PLEASE POST THIS INFORMATION FOR YOUR TENANTS.**



**STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

**NOTICE OF HEARING  
FOR THE CUSTOMERS OF  
THE DETROIT EDISON COMPANY**

**CASE NO. U-16964**

- The Detroit Edison Company is requesting approval from the Michigan Public Service Commission of its Uncollectible Expense True-up Mechanism computation for 2011.
- The information below describes how a person may participate in this case.
- You may call or write The Detroit Edison Company, One Energy Plaza, Detroit, Michigan 48226, (800) 477-4747, for a free copy of its application. Any person may review the application at the offices of The Detroit Edison Company.
- A public hearing in this matter will be held:

**DATE/TIME:** October 23, 2012, at 9:00 a.m.

This will be a prehearing conference to determine future hearing dates and other procedural matters.

**BEFORE:** Administrative Law Judge Sharon L. Feldman

**LOCATION:** Constitution Hall  
525 West Allegan  
Lansing, Michigan

**PARTICIPATION:** Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider The Detroit Edison Company's (Detroit Edison) February 17, 2012 application, which seeks the Commission's approval of its Uncollectible Expense True-up Mechanism computation for 2011. Detroit Edison is also seeking approval of its proposed Tariff Sheet implementing the credit in the manner described in its application.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can be found in the User Manual on the E-Dockets help page. Documents may also be submitted, in

STATE OF MICHIGAN  
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

FYI

NOTICE OF HEARING  
FOR THE ELECTRIC CUSTOMERS OF  
THE DETROIT EDISON COMPANY

CASE NO. U-16952

- The Detroit Edison Company requests Michigan Public Service Commission approval to reconcile its Choice Incentive Mechanism for the 12 month period ending December 31, 2011.
- The information below describes how a person may participate in this case.
- You may call or write The Detroit Edison Company, One Energy Plaza, Detroit, Michigan 48226, (800) 477-4747, for a free copy of its application. Any person may review the application at the offices of The Detroit Edison Company.
- A public hearing in this matter will be held:

**DATE/TIME:** November 1, 2012, at 9:00 a.m.

This will be a prehearing conference to determine future hearing dates and other procedural matters.

**BEFORE:** Administrative Law Judge Sharon L. Feldman

**LOCATION:** Constitution Hall  
525 West Allegan  
Lansing, Michigan

**PARTICIPATION:** Any interested person may attend and participate. The hearing site is accessible, including handicapped parking. Persons needing any accommodation to participate should contact the Commission's Executive Secretary at (517) 241-6160 in advance to request mobility, visual, hearing or other assistance.

The Michigan Public Service Commission (Commission) will hold a public hearing to consider The Detroit Edison Company's (Detroit Edison) January 17, 2012 application, which seeks the Commission's approval to reconcile its Choice Incentive Mechanism (CIM) for the 12 month period ending December 31, 2011. Based on October 20, 2011 and August 14, 2012 Commission Orders in Case No. U-16472 and the termination of the CIM during this 12 month period, the reconciliation will reflect the fact that the CIM operated from the period January 1, 2011 through October 28, 2011. Detroit Edison is also seeking approval of its proposed Tariff Sheets with applicable surcharges described in its filing.

All documents filed in this case shall be submitted electronically through the Commission's E-Dockets website at: [michigan.gov/mpscedockets](http://michigan.gov/mpscedockets). Requirements and instructions for filing can

new

FYI

Volume 12 Issue 2

October, 2012

# Superior Scenes

## 3040 N. Prospect Road, Ypsilanti, MI 48198

**Superior Township Board of Trustees**  
 William McFarlane Supervisor  
 David Phillips Clerk  
 Branda McKinney Treasurer  
 Nancy Caviston Trustee  
 Lisa Lewis Trustee  
 Alex Williams Trustee  
 Rodrick Green Trustee

**On the Web:**  
[www.superior-twp.org](http://www.superior-twp.org)  
 734-482-6099  
 734-482-8842 Fax  
**Water & Sewer Services**  
 575 E. Clark Road, Ypsilanti, MI  
 734-480-8500  
**Office hours 8:00 AM until 4:30 PM**  
**24/7 Emergency Service**  
**For Water & Sewer Emergencies**  
**Superior Township Fire Department**  
 7899 Ford Road  
**Ford and Prospect Roads**  
 Ypsilanti, MI 48198  
 734-484-1998  
**In Emergency dial 911**  
**Fire Station #2**  
**Corner of Harris and MacArthur**  
**Dial 911 for Emergencies**  
**Parks & Recreation**  
 575 E Clark Rd, Ypsilanti, MI  
 734-480-8502  
 Nancy Caviston, Editor  
 C/O 3040 N. Prospect Road  
 Ypsilanti, MI 48198  
 734-482-6099  
[education@superior-twp.org](mailto:education@superior-twp.org)

### From our Superior Supervisor

The 2010 Census had positive results for Superior Township. The population increased from 10,740 Superior People to 13,058 very Superior People. This increase translates into an annual increase of approximately \$80,000 from Michigan's State Shared Revenue program.

Because the Township is in good financial shape, this additional money should go toward improving the quality of life for our residents in a significant way. For example, even though the Washtenaw County Road Commission is 100% responsible for all public roads in the Township, the Township has historically used some of our General Fund money for local road maintenance. In 2012 it will be approximately \$200,000. In 2013, we will be able to increase the amount to

\$300,000. Furthermore, Superior Township is eligible for Community Development Block Grants of roughly \$30,000 for road improvements in certain areas of the Township. And, the Washtenaw County Road

Commission also offers matching funds for road improvements of approximately \$40,000. The result of the commitments of funds is that in 2013, Superior Township will have approximately \$370,000 budgeted for road improvements that will be equitably distributed over the entire Township.

Superior Township is also expected to



William McFarlane  
Supervisor

*Continued on page 4*

### Inside this issue:

News from our - Superior Clerk - Neighborhood Watch	2
News from our - Superior Treasurer	3
From Our Superior - Voters -Thank You - UMIRIES	4 5
Our Superior - Inquiry - One Superior Place	6
Our Superior - Burning Ordinance - Wetlands Board	7
Our Superior Fire Department	8

### News from our Superior Parks

Keith Lockie

Our long-time Park Maintenance Supervisor, Greg Secord, will be stepping down at the end of this year. Greg has done an excellent job overseeing our parks, making improvements, and streamlining operations. His efforts have made our parks shine, and we will miss him. We hope that he enjoys his retirement!

Our new Park Maintenance Supervisor is Dave Buterbaugh, who has been number two in command with us for many years. We are sure Dave is up to the challenge of carrying on Greg's good work!

Pat Pigott, who with Ray Franquist makes up the rest of our maintenance team, has also accepted the responsibility of running our special programs for kids and families that many of you have enjoyed over the years.

We are also happy to announce the purchase of 12 acres at the corner of Harris and Geddes Roads. This new property will hopefully house a Parks Building in coming years, with enough space for outdoor activities.

We look forward to seeing you at our park!

## News from our Superior Clerk

### Your Vote Is Important!

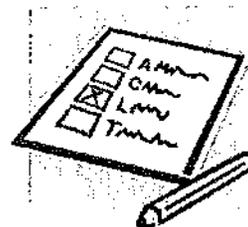
The Presidential Election will be held on Tuesday, November 6, 2012. The ballot will include the office of the U.S. President, federal, state, county and local offices, several important local proposals and six statewide proposals. Sample ballots for all precincts are posted on the Township website, [www.superior-twp.org](http://www.superior-twp.org). All five precincts will be open for voters at their usual location. Please remember that Precinct 1 votes at the Dixboro United Methodist Church located at 5221 Church Street in the Dixboro community. The August primary was the first election using the Dixboro UMC as a voting location. Voters overwhelmingly expressed positive comments about the new polling location. We thank the church for allowing us to use their building as a voting precinct. For those of you who need to vote absentee, I have placed information and forms on the Township website, [www.superior-twp.org](http://www.superior-twp.org).

If you are expecting to be out of the community on Election Day, are 60 years of age or older, disabled, are an active member of the U.S. military or their dependent, or are a U.S. citizen residing overseas, you may apply for an Absent Voter Ballot. You may use a pre-printed form or send a letter re-

questing the AV Ballot. The law states you must: (1) give the reason for needing the Absent Voter Ballot, (2) state where you want the ballot sent, (3) sign the request (must be an original signature), and (4) date the request. Forward the request to David Phillips, Superior Township Clerk, 3040 North Prospect Road, Ypsilanti, MI 48198. You may also come into the Township Hall prior to the election, fill out the application and pick up an AV Ballot at the same time. The Clerk's Office will be open for Absent Voter Ballot requests from 8:30 am to 2:00 pm the Saturday preceding each election. If you have any questions, please contact, David Phillips, telephone: 734-482-6099 extension #14, or e-mail: [davidphillips@superior-twp.com](mailto:davidphillips@superior-twp.com).



David Phillips  
Clerk



## Neighborhood Watch

John Hudson

This is John Hudson, Township coordinator for Neighborhood Watch. If you have concerns or questions about crime in the Township and would like to receive Neighborhood Watch information by email, including monthly crime reports and alerts, contact [jhudson300606MI@comcast.net](mailto:jhudson300606MI@comcast.net). Our alerts include copies of monthly crime reports and up-to-the-minute alerts received from the Sheriff's department and information received from citizens. Neighborhood Watch is an effective means of community enforcement and relies on community awareness, involvement and communication.

Neighborhood Watch meets bimonthly with representatives from the Washtenaw County Sheriff. A Sheriff's Department

official is usually in attendance and available to answer your questions. Recent guest speakers include Sheriff Clayton and Fire Chief Roberts.

Meetings are open to all and are held at 7:00 on the fourth Tuesday every other month depending on the calendar. The next meeting will be on November 27th at the Old Town Hall 3040 N. Prospect, across the parking lot from the Township Hall.



## News from our Superior Treasurer



**Brenda L. McKinney**  
Treasurer

The Ypsilanti District Library (YDL) Board made a presentation to the Township Board regarding their plans to build a new library to replace the small branch located in the Fire Department's substation. The meeting left us with the impression that the YDL planned to begin construction in the very near future. Recently, it has come to our attention that they do not have the funds for any construction. In fact, they are using funds from their reserves to operate. By 2016, there will be no reserves left. As your Treasurer, I find this very disturbing. Since 2006, Superior Township has sent the YDL the funds from the Library millage levied on our residents. See Below.

Tax Year	Amount
2006	\$ 535,422
2007	\$ 566,097
2008	\$ 528,055
2009	\$ 520,782
2010	\$ 488,626
2011	\$ 578,402
2012	<u>\$ 598,523 (estimate)</u>
	\$ 3,815,907

### What You Should Know About Your Taxes

In an effort to ensure processing your ONLINE TAX PAYMENTS in a timely manner, we have implemented a new procedure. The use of an Account Number has been replaced with the use of a Property Number. If your account information did not include a property number, all account information has been deleted and you must create a new account using the property number on your tax bill. Your property number is the ten digit number beginning with J-10.

Winter Tax Bills will be mailed on December 1, 2012 and will be due by February 14, 2013.

Please DO NOT mail your tax payments to the P.O. Box number. Mail all tax payments to 3040 North Prospect, Ypsilanti, MI 48198.

Taxpayers who use their bank service to make tax payments please update the mailing address to 3040 North Prospect, Ypsilanti, MI 48198.

Failure to receive a tax bill DOES NOT waive interest.

If you do not receive a tax bill by the first week in December, please give our office a call.

Deferment notices will be mailed June 1, 2013. You are eligible for a deferment if you are 62 years of age or older (including the unmarried surviving spouse of a person who was 62 years of age or older at the time of death), a paraplegic or quadriplegic, an eligible serviceperson, eligible veteran, eligible widow or widower, blind or totally permanently disabled. Having a deferment allows homeowners to delay paying the taxes due in February until April 30 without penalties.

*Supervisor (Continued from page 1)*

receive two additional weather warning sirens. One is expected to be located in the area of Curtls and Plymouth roads and the other in the area of Geddes and Prospect roads. The locations were recommended by the Washtenaw County Office of Emergency Management.

In August, the Superior Township Board of Trustees appointed a committee to review and make a recommendation on updating the Township's Outdoor Burning Ordinance (Ordinance #105). The Committee's chair is Mr. John Rintamaki. Before the Township Board holds a public hearing on any proposed changes to the ordinance, we will mail out a News You Can Use newsletter explaining what is proposed. The public hearing will probably be in January of 2013.

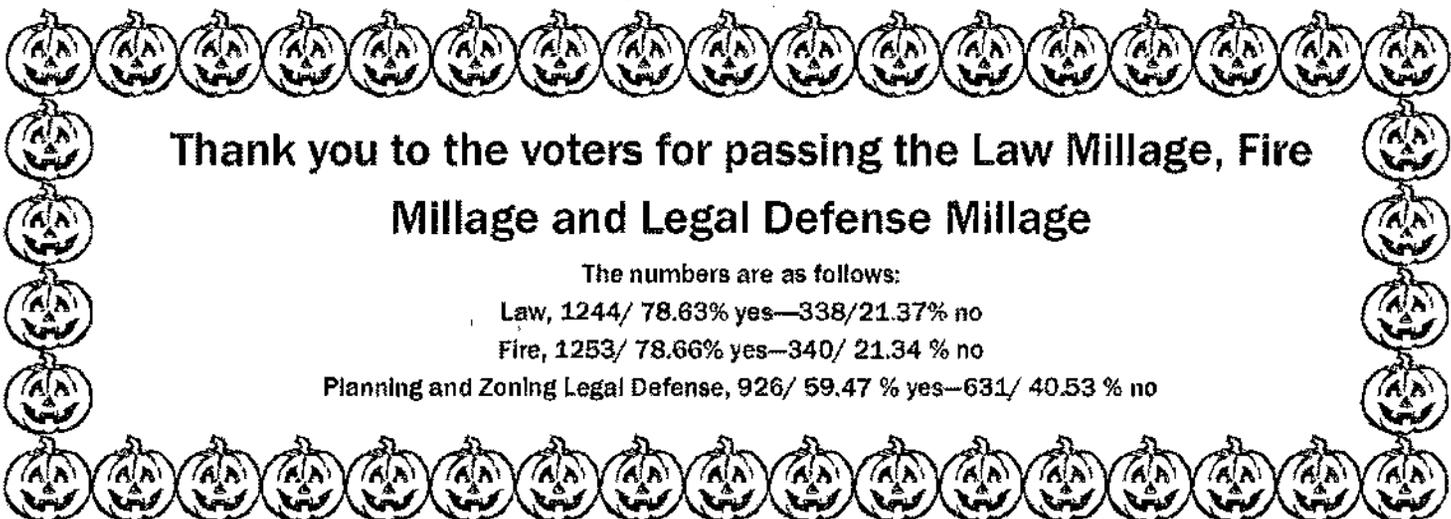
The New South Pointe Scholars National Heritage Academies will pay for an intersection improvement at Geddes Road and Ridge Roads. A proposed roundabout will be installed next year to help improve traffic on Geddes Road. Also, the bridge on Ridge Road just south of Geddes Road is scheduled to be replaced by the Washtenaw County Road Commission as part of the project. This should help move traffic in a safer and efficient manner.

For the past year, the Township has been meeting with the Ypsilanti District Library (YDL) on a plan to build a combined Parks Community Center/Library Satellite Branch. As anyone knows who has visited the existing library branch at MacArthur and Harris, it is well-used but very small. The Township already has our share of the proposed building cost in the bank because of our plan for a parks community center, so

working with the YDL on a building with a combined use seemed like a wise course of action. The meetings included the Township's administrative staff, Superior Parks and representatives from the YDL Board, staff and the YDL's district's architect. During these meetings, the YDL indicated that construction on a new building could even begin next summer. To this end, Superior Township purchased 12 acres on Harris Rd. (between Geddes Road and MacArthur Blvd.) from the Willow Run Community Schools as the site for the building.

However, the project has now stalled because the YDL recently indicated that they lack the funds for the project. This is troublesome because the Township sends approximately \$ 578,402 annually to the district library via the YDL millage. It appears their fund balance reserve is budgeted to be used for operations until it is extinguished. Using reserves for operations is also troublesome as what happens when all the reserves are gone? Consequently, no funds will be available for new construction for a Superior Township building.

The Superior Township Board of Trustees and the Superior Township Parks Commission have requested a meeting with the entire Ypsilanti District Library Board to discuss this issue. One option may be to have the Superior Township Board of Trustees consider a ballot initiative to opt out of the district. Another option may be for YDL to provide assurances of a Superior Township branch in the near future. We will keep you posted. (See Treasurer McKinney's article on page 3 for more information.)



**Thank you to the voters for passing the Law Millage, Fire Millage and Legal Defense Millage**

The numbers are as follows:  
Law, 1244/ 78.63% yes—338/21.37% no  
Fire, 1253/ 78.66% yes—340/ 21.34 % no  
Planning and Zoning Legal Defense, 926/ 59.47 % yes—631/ 40.53 % no

# Our Superior Utilities

Diana Rivis

## SAVING ON OUTSIDE WATERING COSTS

Due to the extreme heat and drought conditions this past summer, many of our residents did a tremendous amount of outside watering which resulted in extremely high water bills. If we experience similar conditions in the future or if you believe you will be doing a lot of outside watering for any reason, we highly recommend that you consider purchasing a sprinkler meter in order to help reduce your water/sewer bills by up to as much as one third. Contact us at 734-480-5500 for additional information on sprinkler meters.

## FREQUENTLY ASKED QUESTIONS

### 1. What are the department's hours, phone number and location?

- We're located at 575 East Clark Road (at the north east corner of Prospect & Clark Roads).
- We can be reached by telephone at 734-480-5500.
- Our office is open from 8:00 a.m. to 4:30 p.m., Monday through Friday, for scheduling appointments and making account information inquiries by phone.
- We can accept payments and inquiries through our drive-through window from 8:15 a.m. through 4:15 p.m., Monday through Friday.
- We have a payment drop box (located on the east side of the building) that is available 24 hours per day, seven days per week, for water bill payments being made by check or money order.

### 2. What are my payment options?

- Payments made either through our drop box or by mail can be by check or money order.
- Payments made in person at our drive through can be by check, money order or cash.
- Credit card (MasterCard and Discover Card only) and bank account payments (checking and savings accounts) can be made online by going to the Township's website ([www.superior-twp.org](http://www.superior-twp.org)), then:

Click on: **Departments**, then

Click on: **Utilities**, then

Click on: **Online Bill Payments** and just follow the instructions

### 3. What do I need to do if I plan to move?

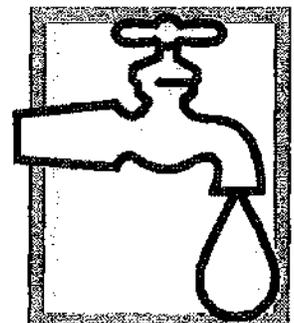
If you are moving, please contact the Utility Department at least 24 hours prior to your move date to arrange for a final meter reading, so you won't be charged for water used after you are gone.

### 4. What do I need to do if I'm new to the Township?

If you have recently moved to the Township, contact us at 734-480-5500 so we have all the necessary information to set up a new account for you.

### 5. What do I do if I have water coming up through the floor drain in my basement?

If you have water coming up through your basement floor drain, it may be an indication that there is a sewer back-up in front of your house. Call us anytime, day or night, seven days a week, at 734-480-5500 and we'll check our sewer line for blockages. We'll then let you know if the problem is in our line, which we will take care of; or if it is a blockage within your house line, which you'll need to contact a plumber or repair service to address.



## Superior Inquiry

### It's a Wetland

There has been a lot of curiosity about the development taking place on the northwest side of Prospect and Vreeland roads. Is it a new housing project? Is it a shopping center? No, it's a new wetland.

The 111-acre parcel is owned by Wayne Disposal. They were required by the Michigan Department of Environmental Quality (MDEQ) to create new wetlands to make up for the wetlands they filled in somewhere else. The new wetlands will include a forested wetland, a scrub wetland, an emergent wetland and open water. The project was approved by the MDEQ and complies with Superior Township's Wetlands and Watercourse Protection and Restoration Ordinance, Ordinance No. 135.

The project is considered to be 99% complete. The berms and upland areas have been seeded and the seeding of



native wetland plants will take place this fall. (It will take approximately two years to establish the native perennials.) Trees will be planted in the wetland areas next spring and it is expected that a wetland habitat will be established by this time next year. The gravel drive entrance from Prospect Road will be stabilized and a gate placed at the entrance.

Please note that this is not a public park or preserve. It is private property and is not open to the public. It is however, considered a valuable addition to the "Superior Greenway."

## One Superior Place

Committee to Promote Superior Township

### Summer Activity at Oakbrook Park

This summer the Committee to Promote Superior Township undertook a cooperative activity with the Township Parks Commission. On May 19, 2012, the Committee and the Commission sponsored a children's flower planting day at Oakbrook Park for the benefit of area residents.

Parks Department personnel first prepared the flowerbed areas by removing the sod and Rototilling the soil. They also brought a supply of trowels for participants' use and mulch for the flowerbeds, and provided a water supply for watering the newly planted flowers. The Committee to Promote Superior Township supplied the flats of flowers, including marigolds and impatiens; the Parks Commission provided a hot dog lunch for participants.

Supervised by members of the Committee and the Parks Commission, children planted flowers in the beds near the front of Oakbrook Park, visible to park visitors as well as passing traffic on Berkshire Drive. Participants were then given a small potted flower to take with them to plant at their



homes. The day was a pleasant interactive activity for neighborhood children that provided an attractive addition to the park.

### Committee Update

As with any volunteer group, engaging and retaining active participants on the Committee to Promote Superior Township requires ongoing effort. Publicizing our Committee through contact with homeowners associations and Parks activities, as well as at fairs, in newsletters, and on websites all helps, but we're always looking for more ways to get the word out.

We meet on the third Wednesday of the month from 7:00-8:30 p.m. (no later) at Township Hall, keeping our schedule as consistent as practical so it's easier to participate (meeting schedule varies in November and December). Any suggestions from Township Board members or residents at large on additional strategies to foster pride, unity, and a sense of place among Superior Township residents are welcome and appreciated.

## Superior Burning Ordinance Review



This last July the Township Board appointed an 18-member advisory committee to review the Township's outdoor burning ordinance. Committee members were chosen to provide a wide range of representation. The committee includes firefighters, residents of subdivisions, residents with agricultural interests, two Township officials and other knowledgeable people. The committee is to make its recommendations to the Township Board for its consideration later in the year.

The Committee has met twice (August 21 and September 4) thus far and has scheduled 6 more meetings on September 27, October 10 and 30, November 13 and 27, and December 11. Our meetings are noted on the Township calendar, start

at 7:00 p.m. at the Township Hall and are open to the public. We have received public comments at both of our meetings thus far and individuals may submit written comments as well. Written comments should be addressed to Deborah Kuehn at the Township Hall.

Our plan is to work from a model outdoor burning ordinance drafted by the Michigan DEQ and the Michigan Townships Association, with adjustments to accommodate the specific characteristics of Superior Township.

We also are looking at a number of outdoor burning ordinances of other townships, and have a broad range of experience and expertise with our committee members.

Our goal is to recommend outdoor burning ordinance language that is modern; broad in scope; promotes the welfare, health, and safety of all Township residents; and satisfies the varying needs of the residents of the Township.

John Rintamaki  
Committee Chair

## Our Superior Wetlands Board

Superior Township is divided by two of the area's major watersheds, draining significant areas of both the Huron and Rouge rivers. Understanding the importance of protecting these valuable waterways is critical to the preservation of these resources for future generations. The Township's wetlands provide a stable habitat for numerous species of flora and fauna, as well as providing rainwater runoff control, groundwater protection, and numerous passive recreational activities for Township residents.

Many of the Township's properties and residential areas are adjacent to wetland areas and are impacted by policies and regulations relating to wetlands management. Township Ordinance 178 provides a detailed overview of the importance of wetlands preservation in the area, and works in conjunction with the Michigan Department of Environmental Quality (MDEQ), and the Michigan Department of Natural Resources (MDNR) to provide a clear set of policies and proce-

dures aimed at preserving our wetland areas.

The Superior Township Wetlands Board meets twice annually to review and to provide oversight on issues relating to the Township's growing wetland areas. The Board exists to ensure that the Township's policy of no net loss of wetlands and its ultimate goal of a net gain of wetlands is met. The Board advises on current issues and provides counsel for issues relating to the continued growth of our wetland areas. Wetlands Board meetings are open to the public, and interested residents are encouraged to attend with concerns or questions.



**Superior Charter Township**  
Superior Scenes Editor  
Nancy Cavleto, Trustee  
3040 N. Prospect Road  
Ypsilanti, MI 48198  
education@superior-twp.org  
734-482-6099 Fax 734-482-3842

**PRESORTED  
STANDARD  
US POSTAGE  
PAID  
YPSILANTI, MI  
PERMIT NO 489**

## Our Township Is Superior!

Email:

williammcfarlane@superior-twp.org  
davidphilips@superior-twp.org  
brendamckinney@superior-twp.org



*This is printed  
on recycled  
paper.*

## Our Superior Fire Department

Chief James Roberts



### WASHTENAW COUNTY OUTDOOR WARNING SIREN SYSTEM

The Emergency Management Division of Washtenaw County currently has thirty-nine designated outdoor warning sirens distributed throughout Washtenaw County. The sirens will be activated when significant weather conditions have been detected, hazardous materials accidents occur that require immediate protection to the public, or in the event of other critical events involving homeland security emergencies.

Superior Township, which currently has two sirens installed, has applied for two additional sirens and will have them installed later this fall. We have one in the village of Dixboro and the other on MacArthur Boulevard. The two new installations will be on Prospect Road just north of Geddes and on Plymouth Road in the vicinity of Curtis Road.

The sirens are installed in areas where the greatest concentration of homes and businesses is located. When activated, they rotate 360 degrees and are very effective (loud) one

mile upwind and one and one half miles or so downwind. They cost in the neighborhood of \$20,000 per installation, depending on the location of electrical lines and transformers.

Siren activation is an indication that members of the public should go indoors and listen to Emergency Alert System radio stations for official information. Washtenaw County's emergency stations are:

WEMU 89.1 FM

WWWW 102.9 FM

WQKL 107.1 FM

WTKA 1050 AM

WLBY 1290 AM

Lastly, all Washtenaw County operated sirens will be tested at 12:00 noon on the first Saturday of every month from March through September. If severe weather is possible on the afternoon of a test it may be delayed until the following month.