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 04/01/13  
 Accrual Basis

## Superior Township Utility Department Balance Sheet

As of December 31, 2012 AFTER AUDIT

	Dec 31, 12	Nov 30, 12	\$ Change
<b>LIABILITIES &amp; EQUITY</b>			
<b>Liabilities</b>			
<b>Current Liabilities</b>			
Accounts Payable			
200 · A/P - Due To Other Funds		2,826.76	(2,826.76)
205 · A/P - Vendors	120,589.93	123,898.18	(3,308.25)
Total Accounts Payable	120,589.93	126,724.94	(6,135.01)
Other Current Liabilities			
219 · Contracts Payable			
221 · CP - 2003 Bond	1,337,147.86	1,337,147.86	
222 · CP - 2010 YCUA Refunded Bo...	2,525,443.59	2,525,443.59	
Total 219 · Contracts Payable	3,862,591.45	3,862,591.45	
225 · Accrued Vacation & Sick Pay	53,058.31	53,772.00	(713.69)
Total Other Current Liabilities	3,915,649.76	3,916,363.45	(713.69)
Total Current Liabilities	4,036,239.69	4,043,088.39	(6,848.70)
Long Term Liabilities			
259 · Deferred Income	17,595.00		17,595.00
Total Long Term Liabilities	17,595.00		17,595.00
Total Liabilities	4,053,834.69	4,043,088.39	10,746.30
<b>Equity</b>			
390 · Retained Earnings	20,275,581.17	20,275,581.17	
Net Income	(478,606.55)	(347,460.74)	(131,145.81)
Total Equity	19,796,974.62	19,928,120.43	(131,145.81)
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>23,850,809.31</b>	<b>23,971,208.82</b>	<b>(120,399.51)</b>

**SUPERIOR TOWNSHIP UTILITY DEPARTMENT**  
**O&M PROFIT & LOSS - BUDGET TO ACTUAL**  
**JANUARY THROUGH DECEMBER 2012 AFTER AUDIT**

	JAN - DEC 12	BUDGET	\$ OVER BUDGET	% OF BUDGET
<b>ORDINARY INCOME/EXPENSE</b>				
<b>INCOME</b>				
400    WATER & SEWER INCOME				
401    WATER & SEWER SALES	1,720,844.16	1,715,000.00	5,844.16	100.3%
404    WATER SALES	927,313.23	929,000.00	(1,686.77)	99.8%
405    SEWER SALES				
TOTAL 401    WATER & SEWER SALES	2,648,157.39	2,644,000.00	4,157.39	100.2%
408    PENALTY INCOME	56,046.01	56,000.00	46.01	100.1%
TOTAL 400    WATER & SEWER INCOME	2,704,203.40	2,700,000.00	4,203.40	100.2%
410    METER SALES INCOME	13,065.00	9,000.00	4,065.00	145.2%
420    MISCELLANEOUS INCOME				
421    FEES	5,369.85	6,000.00	(630.15)	89.5%
423    CUSTOMER CALL OUT INCOME	452.34	1,000.00	(547.66)	45.2%
425    OTHER MISCELLANEOUS INCOME	4,930.97	4,930.00	0.97	100.0%
420    MISCELLANEOUS INCOME - OTHER	0.00			
TOTAL 420    MISCELLANEOUS INCOME	10,753.16	11,930.00	(1,176.84)	90.1%
440    INTEREST INCOME				
441    INTEREST ON BANK ACCOUNTS	934.52	935.00	(0.48)	99.9%
450    INTEREST ON LOANS TO DEVELOPERS	1,731.51	1,732.00	(0.49)	100.0%
TOTAL 440    INTEREST INCOME	2,666.03	2,667.00	(0.97)	100.0%
TOTAL INCOME	2,730,687.59	2,723,597.00	7,090.59	100.3%
<b>GROSS PROFIT</b>	2,730,687.59	2,723,597.00	7,090.59	100.3%
<b>EXPENSE</b>				
550    WATER & SEWER PURCHASED				
555    WATER PURCHASED	1,043,246.26	1,032,500.00	10,746.26	101.0%
560    SEWER PURCHASED	665,279.36	637,893.00	27,386.36	104.3%
TOTAL 550    WATER & SEWER PURCHASED	1,708,525.62	1,670,393.00	38,132.62	102.3%
600    PAYROLL EXPENSES				
601    SALARIES	427,726.99	432,057.00	(4,330.01)	99.0%
602    OVERTIME PREMIUM	1,908.74	2,768.00	(859.26)	69.0%
603    LONGEVITY/TAX. BENEFITS	21,328.91	19,446.00	1,882.91	109.7%
605    FICA/MEDICARE	34,157.41	33,818.00	339.41	101.0%
607    EMPLOYEE INSURANCE	112,867.97	112,025.00	842.97	100.8%
609    PENSION EXPENSE	38,443.26	38,200.00	243.26	100.6%
610    MERS HEALTH SAVINGS ACCOUNT	12,240.00	12,240.00	0.00	100.0%
TOTAL 600    PAYROLL EXPENSES	648,673.28	650,554.00	(1,880.72)	99.7%
611    BUILDING & EQUIPMENT EXPENSES				
611-AB    ADMINISTRATION BUILDING				
620-AB    REPAIRS & MAINTENANCE	3,689.79	4,000.00	(310.21)	92.2%
643-AB    COMPUTER SERVICES & SUPPLIES	9,026.57	8,500.00	526.57	106.2%
645-AB    OPERATING SUPPLIES	7,614.95	4,500.00	3,114.95	169.2%
665-AB    UTILITIES	6,624.67	6,500.00	124.67	101.9%
668-AB    TELECOMMUNICATIONS	5,880.41	6,000.00	(119.59)	98.0%
677-AB    LEASED EQUIPMENT	3,986.72	4,000.00	(13.28)	99.7%
678-AB    CLEANING SERVICES	2,080.00	2,000.00	80.00	104.0%
TOTAL 611-AB    ADMINISTRATION BUILDING	38,903.11	35,500.00	3,403.11	109.6%

SUPERIOR TOWNSHIP UTILITY DEPARTMENT  
O&M PROFIT & LOSS - BUDGET TO ACTUAL  
JANUARY THROUGH DECEMBER 2012 AFTER AUDIT

	JAN - DEC 12	BUDGET	\$ OVER BUDGET	% OF BUDGET
611-MF    MAINTENANCE FACILITY				
620-MF    REPAIRS & MAINTENANCE	17,307.66	17,000.00	307.66	101.6%
643-MF    COMPUTER SERVICES & SUPPLIES	5,954.25	5,700.00	254.25	104.5%
645-MF    OPERATING SUPPLIES	8,029.76	10,000.00	(1,970.24)	80.3%
665-MF    UTILITIES	17,081.82	19,000.00	(1,918.18)	89.9%
668-MF    TELECOMMUNICATIONS	4,829.60	5,000.00	(170.40)	96.6%
TOTAL 611-MF    MAINTENANCE FACILITY	53,203.09	56,700.00	(3,496.91)	93.8%
611-LB    LIFT & BOOSTER STATIONS				
620-LB    REPAIRS & MAINTENANCE	11,775.31	12,000.00	(224.69)	98.1%
645-LB    OPERATING SUPPLIES	5,438.66	4,600.00	838.66	118.2%
665-LB    UTILITIES	13,693.87	15,000.00	(1,306.13)	91.3%
668-LB    TELECOMMUNICATIONS	582.23	500.00	82.23	116.4%
TOTAL 611-LB    LIFT & BOOSTER STATIONS	31,490.07	32,100.00	(609.93)	98.1%
TOTAL 611    BUILDING & EQUIPMENT EXPENSES	123,596.27	124,300.00	(703.73)	99.4%
670    OTHER EXPENSES				
618    REPAIRS & MAINTENANCE - OTHER	23,274.22	15,000.00	8,274.22	155.2%
620    R&M - SYSTEM	8,280.97	8,300.00	(19.03)	99.8%
625    R&M - ROOT FOAMING				
TOTAL 618    REPAIRS & MAINTENANCE - OTHER	31,555.19	23,300.00	8,255.19	135.4%
630    PROFESSIONAL SERVICES				
631    PS - ENGINEERS (OHM)	13,131.50	19,000.00	(5,868.50)	69.1%
632    PS - AUDITORS (PHP)	5,700.00	5,700.00	0.00	100.0%
634    PS - TWP. ACCOUNTANT	2,000.04	2,000.00	0.04	100.0%
635    PS - ATTORNEYS	930.00	500.00	430.00	186.0%
636    PS - OTHER	0.00	0.00	0.00	0.0%
638    PS - MW FEES	449.85	500.00	(50.15)	90.0%
TOTAL 630    PROFESSIONAL SERVICES	22,211.39	27,700.00	(5,488.61)	80.2%
650    EMPLOYEE RELATED EXPENSES				
651    UNIFORMS	1,452.68	3,000.00	(1,547.32)	48.4%
652    TRANSPORTATION & MILEAGE	1,596.52	2,000.00	(403.48)	79.8%
653    EMPLOYEE TRAINING	2,130.89	2,150.00	(19.11)	99.1%
656    MISC. EMPLOYEE EXPENSES	281.50	400.00	(118.50)	70.4%
TOTAL 650    EMPLOYEE RELATED EXPENSES	5,461.59	7,550.00	(2,088.41)	72.3%
671    METERS & SUPPLIES	16,444.44	15,000.00	1,444.44	109.6%
672    FUEL	8,305.49	9,000.00	(694.51)	92.3%
673    INSURANCE & BONDS	25,752.16	25,800.00	(47.84)	99.8%
676    POSTAGE	4,664.77	4,000.00	664.77	116.6%
701    BAD DEBT EXPENSE	5,993.84	6,000.00	(6.16)	99.9%
709    PRINTING & PUBLISHING	3,808.22	4,000.00	(191.78)	95.2%
711    MEMBERSHIPS, DUES & LICENSES	5,950.01	5,900.00	50.01	100.8%
712    MISCELLANEOUS EXPENSE	95.10	100.00	(4.90)	95.1%
TOTAL 670    OTHER EXPENSES	130,242.20	128,350.00	1,892.20	101.5%
TOTAL EXPENSE	2,611,037.37	2,573,597.00	37,440.37	101.5%
NET ORDINARY INCOME	119,650.22	150,000.00	(30,349.78)	79.8%

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SUPERIOR TOWNSHIP UTILITY DEPARTMENT  
 O&M PROFIT & LOSS - BUDGET TO ACTUAL  
 JANUARY THROUGH DECEMBER 2012 AFTER AUDIT

	JAN - DEC 12	BUDGET	\$ OVER BUDGET	% OF BUDGET
OTHER INCOME/EXPENSE				
OTHER EXPENSE				
850    TRANSFERS OUT	150,000.00	150,000.00	0.00	100.0%
856    TRANS. OUT TO CAPITAL RESERVE	150,000.00	150,000.00	0.00	100.0%
TOTAL 850    TRANSFERS OUT	150,000.00	150,000.00	0.00	100.0%
TOTAL OTHER EXPENSE	150,000.00	150,000.00	0.00	100.0%
NET OTHER INCOME	(150,000.00)	(150,000.00)	0.00	100.0%
NET INCOME	(30,349.78)	0.00	(30,349.78)	100.0%

SUPERIOR TOWNSHIP UTILITY DEPARTMENT  
Y-T-D PROFIT & LOSS BY CLASS  
JANUARY THROUGH DECEMBER 2012 AFTER AUDIT

	O&M		CAP. RES.		SYS. REP. RES.		DEBT SERV.		TOTAL	
	JAN-DEC 12	JAN-DEC 11	JAN-DEC 12	JAN-DEC 11	JAN-DEC 12	JAN-DEC 11	JAN-DEC 12	JAN-DEC 11	JAN-DEC 12	JAN-DEC 11
ORDINARY INCOME/EXPENSE										
INCOME										
4000 WATER & SEWER INCOME	2,704,203	2,559,990							2,704,203	2,559,990
4100 METER SALES INCOME	13,065	6,748							13,065	6,748
4120 CONNECTION FEES INCOME	10,753	11,748	233,318	52,450					233,318	52,450
4200 MISCELLANEOUS INCOME	2,666	6,993	2,999	2,709	855	3,762			13,752	11,748
4400 INTEREST INCOME	2,730,688	2,585,479	259,026	62,935	855	3,762	2,411	14,484	8,641	35,724
TOTAL INCOME	2,790,688	2,585,479	259,026	62,935	855	3,762	2,411	14,484	2,972,979	2,666,659
GROSS PROFIT										
EXPENSE										
5500 WATER & SEWER PURCHASED	1,708,526	1,533,302							1,708,526	1,533,302
6000 PAYROLL EXPENSES	648,673	643,358							648,673	643,358
6100 BUILDING & EQUIPMENT EXPENSES	123,596	109,233	723,410	727,768					847,006	837,001
6700 OTHER EXPENSES	130,242	108,739		20,549					130,242	129,286
6860 BOND EXPENSES							117,138	131,637	117,138	131,637
TOTAL EXPENSE	2,611,037	2,394,632	723,410	748,315			117,138	131,637	3,451,586	3,274,584
NET ORDINARY INCOME	119,650	190,847	(484,384)	(685,381)	855	3,762	(114,728)	(117,153)	(478,607)	(607,925)
OTHER INCOME/EXPENSE										
8000 TRANSFERS IN			150,000	150,000					150,000	150,000
TOTAL OTHER INCOME			150,000	150,000					150,000	150,000
OTHER EXPENSE										
8500 TRANSFERS OUT	(150,000)	(150,000)							(150,000)	(150,000)
TOTAL OTHER EXPENSE	(30,350)	(30,350)	(334,384)	(535,381)	855	3,762	(114,728)	(117,153)	(478,607)	(607,925)
NET INCOME										

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SUPERIOR TOWNSHIP UTILITY DEPARTMENT  
 A/R - DUE FROM OTHER FUNDS (ACCT. 160)  
 AS OF DECEMBER 31, 2012 AFTER AUDIT

TYPE	DATE	NUM	NAME	MEMO	OPEN BALANCE
CURRENT INVOICE	12/31/12	2012 AUD.1	SUPERIOR TWP. TAX FUND	AUDITOR'S ENTRY # 4, #1	10,979.15
TOTAL CURRENT					<u>10,979.15</u>
1 - 99					
TOTAL 1 - 99					
> 99					
TOTAL > 99					
TOTAL					<u><u>10,979.15</u></u>

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SUPERIOR TOWNSHIP UTILITY DEPARTMENT  
A/R - OTHER CUSTOMERS (ACCT. 161)  
AS OF DECEMBER 31, 2012 AFTER AUDIT

TYPE	DATE	NUM	NAME	MEMO	DUE DATE	OPEN BALANCE
CURRENT CREDIT...	12/31/12	2012 AUD.2	WASHTENAW COUNTY - TAX ROLL	AUDITOR'S ENTRY # 4, #2	12/31/12	(10,979.15)
INVOICE	8/21/12	1385	RICHARD AND MYONG BUTLER	UC PERMIT - 1691 N. PROSPECT	8/21/13	16,200.00
TOTAL CURRENT						5,220.85
1 - 99	10/16/12	1394	WASHTENAW COUNTY - TAX ROLL	2011 TAX ROLL WRITTEN OFF IN 2012	10/16/12	101,065.97
INVOICE	10/1/12	1391	JAMES VANOVER	WATER SHUTOFF 09/15/12	10/25/12	100.78
INVOICE	10/26/12	1395	JAMES VANOVER	FINANCE CHARGE	10/26/12	10.08
INVOICE	11/26/12	1401	ARBOR WOODS HOME COMMUNITY	WINTERIZE FIRE HYDRANTS	12/20/12	420.00
INVOICE	11/26/12	1405	FAIRFAX MANOR	WINTERIZE FIRE HYDRANTS	12/20/12	60.00
INVOICE	11/26/12	1412	SUPERIOR WOODS	WINTERIZE FIRE HYDRANTS	12/20/12	60.00
INVOICE	12/21/12	1414	ARBOR WOODS HOME COMMUNITY	FINANCE CHARGE	12/21/12	42.00
INVOICE	12/21/12	1415	FAIRFAX MANOR	FINANCE CHARGE	12/21/12	6.00
INVOICE	12/21/12	1416	SUPERIOR WOODS	FINANCE CHARGE	12/21/12	6.00
TOTAL 1 - 99						101,770.83
> 99						
TOTAL > 99						106,991.68
TOTAL						



# Prepaid Expenses (Acct. 166)

Month of: DECEMBER 2012

Type	Date	Number	Name/Vendor	Memo/Expense	Amount	Balance	Left
BILL	04/19/12		XC2 SOFTWARE	BFP SOFTWARE MAINT. - 05/12-04/14	\$625.00		
JE	VARIOUS	VARIOUS		MAY - DEC. 12 EXPENSE	(\$208.36)	\$416.64	16
BILL	07/01/12		SUPERIOR TWP. GEN'L FUND	WORKER'S COMP. INS. - 07/12-06/13	\$8,333.82		
JE	VARIOUS	VARIOUS		JUL. - DEC. 12 EXPENSE	(\$4,166.88)	\$4,166.94	6
BILL	06/14/12	7000593582	AMER. WATER WORKS ASS'N	ANNUAL DUES - 09/12-08/13	\$295.00		
JE	VARIOUS	VARIOUS		SEP. - DEC. 12 EXPENSE	(\$98.36)	\$196.64	8
BILL	10/04/12	025-53156	TYLER TECHNOLOGIES	UB MAINT. CONTRACT - 11/12-10/13	\$1,446.06		
JE	VARIOUS	VARIOUS		NOV. - DEC. 12 EXPENSE	(\$241.02)	\$1,205.04	10
BILL	10/01/12	SV9042-12	MRWA	ANNUAL DUES - 2013	\$575.00		
JE	VARIOUS	VARIOUS				\$575.00	12
BILL	10/10/12	ZA13009456	SENSUS USA	ANNUAL MAINT. CONTRACT - 2013	\$1,524.60		
JE	VARIOUS	VARIOUS				\$1,524.60	12
BILL	11/01/12	775159	STATE OF MICHIGAN DEQ	COMM. PUB. WATER SUPP. ANN. DUES - 2013	\$5,381.20		
JE	VARIOUS	VARIOUS				\$5,381.20	12
BILL	11/21/12	20130015	MISS DIG SYSTEMS	ANNUAL DUES - 2013	\$612.88		
JE	VARIOUS	VARIOUS				\$612.88	12
BILL	12/04/12	92579091	ESRI	ARCVIEW MAINT. FEES - 2013	\$800.00		
JE	VARIOUS	VARIOUS				\$800.00	12
BILLS	12/20/12		CONSUMERS, VISION, DELTA &	EMPLOYEE INSURANCES - JAN. 2013	\$9,243.69		
JE	VARIOUS	VARIOUS	PRIORITY			\$9,243.69	139
<b>Total 166 Prepaid Expenses</b>						<b>\$24,122.63</b>	

SUPERIOR TOWNSHIP UTILITY DEPARTMENT  
A/P - VENDORS (ACCT. 205)  
AS OF DECEMBER 31, 2012 AFTER AUDIT

DATE	NUM	NAME	MEMO	OPEN BALANCE
CURRENT				
12/21/12	12-017	FTL CONSTRUCTION INC.	REPAIR OF WATER MAIN ON MACARTHUR	3,783.50
12/27/12	Y06917	JACK DOHENY SUPPLIES	PUSH CAM REPAIR	1,179.64
12/31/12		KEITH LOCKIE	MILEAGE - 10-12/12	49.95
12/31/12	408048	AL'S CLEANING SERVICE	ADM. BLDG. CLEANING - 12/12 (4 WEEKS)	160.00
12/31/12		DIANA RIVIS	MILEAGE - 12/12	23.31
12/31/12	265562	RICK E. CHURCH	MILEAGE - 10/26-12/26/12	180.38
12/31/12		MAGIC-WRIGHTER	MONTHLY FEE - 12/12	42.17
12/31/12	123112964	DIANA RIVIS/PETTY CASH	RECON. OF 01/07/13	17.99
12/31/12	5-500-400006-01	ALLIED SUBSTANCE ABUSE PROFESSIONALS	RANDOM DRUG TESTS - BLANTON & FOSTER	76.00
12/31/12	5-500-400004-01	YPSILANTI COMM. UTILITIES AUTHORITY	W/S PURCH. - RIVERBEND - 12/12	127.20
		YPSILANTI COMM. UTILITIES AUTHORITY	W/S PURCH. - 12/12	108,867.28
TOTAL CURRENT				114,507.42
> 0				
11/28/12	83586	PARHELION TECHNOLOGIES	INSTALL NEW UPS - MAINT. FAC.	536.50
11/28/12	83585	PARHELION TECHNOLOGIES	INSTALL NEW UPS - ADM. BLDG.	536.50
12/3/12	23238	CONGDON'S ACE HARDWARE	TAPE	23.88
12/11/12	44636	AL WALTERS HEATING & AIR CONDITIONING	EPOXY	6.58
12/18/12	0139428869	ZEE MEDICAL, INC.	SERVICE ON HVAC SYSTEM - MF	273.00
12/19/12	0139428869		FIRST AID SUPPLIES	128.45
12/20/12	330595900060		GAS & ELECT. @ 1756 RIDGE - 12/12	134.76
12/20/12	5024571662		COLOR COPIES - 4TH/12	178.23
12/20/12	1342237-IN		CHLORINE COLORIMETER POCKET II	406.27
12/21/12			OFFICE SUPPLIES	210.13
12/21/12	287847000059	DTE	GAS & ELECT. @ MAINT. FAC. - 12/12	1,840.74
12/21/12	S100605502.001	ETNA SUPPLY	METER GASKET	11.81
12/21/12	5972360	HD SUPPLY WATERWORKS, LTD.	QUANTUM FITTINGS	476.54
12/22/12	08625901193	MCI WORLDCOM	OFFICE FAX LONG DIST. - 12/12	55.03
12/23/12	31581661	WRIGHT EXPRESS FSC	FUEL CHARGES - 12/12	385.29
12/26/12	44706	AL WALTERS HEATING & AIR CONDITIONING	SERVICE ON HVAC SYSTEM - MF	258.00
12/27/12	330595900078	DTE	GAS & ELECT. @ 1799 N. PROSPECT - 11/12	243.04
12/27/12	2-037-354100-01	YPSILANTI COMM. UTILITIES AUTHORITY	OVERALLS	45.11
12/28/12	1082772	GALETON GLOVES	ROCK SALT	53.45
12/28/12	63469462	JOHN DEERE LANDSCAPES	INTERNET - ADM. BLDG. - 12/12	208.25
12/30/12	09558 30305601-2	COMCAST		70.95
TOTAL > 0				6,082.51
TOTAL				120,589.93

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04/01/13

SUPERIOR TOWNSHIP UTILITY DEPARTMENT  
UC PERMITS & DEVELOPMENT AGREEMENTS ISSUED  
JANUARY THROUGH DECEMBER 2012 AFTER AUDIT

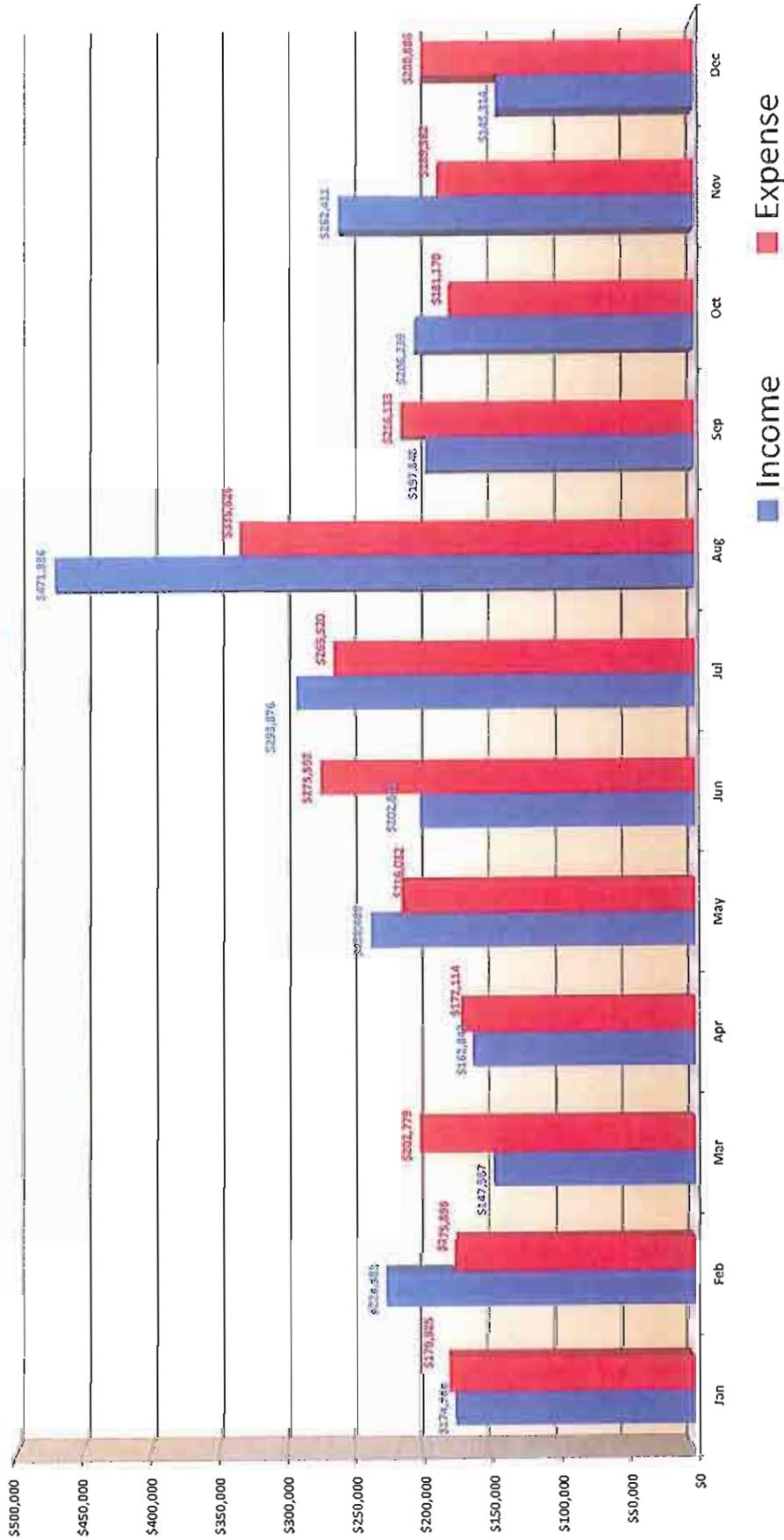
TYPE	DATE	NUM	MEMO	FOB	AMOUNT
AUTUMN WOODS DEVELOPMENT, LLC INVOICE	6/1/12	2011-58	INTEREST ON AVAILABILITY FEE OUTSTANDING	AUTUMN WOODS	1,731.51
CHARTER DEVELOPMENT CO., LLC INVOICE	3/8/12	1383	HERITAGE ACADEMY	GEDDES/RIDGE	129,870.00
HYUNDAI INVOICE	6/5/12	1384	T&T FEES - HYUNDAI/KIA R&D EXPANSION	HYUNDAI	103,042.81
RICHARD AND MYONG BUTLER INVOICE	8/21/12	1385	UC PERMIT - 1691 N. PROSPECT	1691 N. PROSP	18,000.00
INVOICE	8/21/12	1386	INTEREST - UC PERMIT # 1385	1691 N. PROSP	586.11

SUPERIOR TOWNSHIP UTILITY DEPARTMENT  
 PROJECT RELATED EXPENSES  
 JANUARY THROUGH DECEMBER 2012 AFTER AUDIT

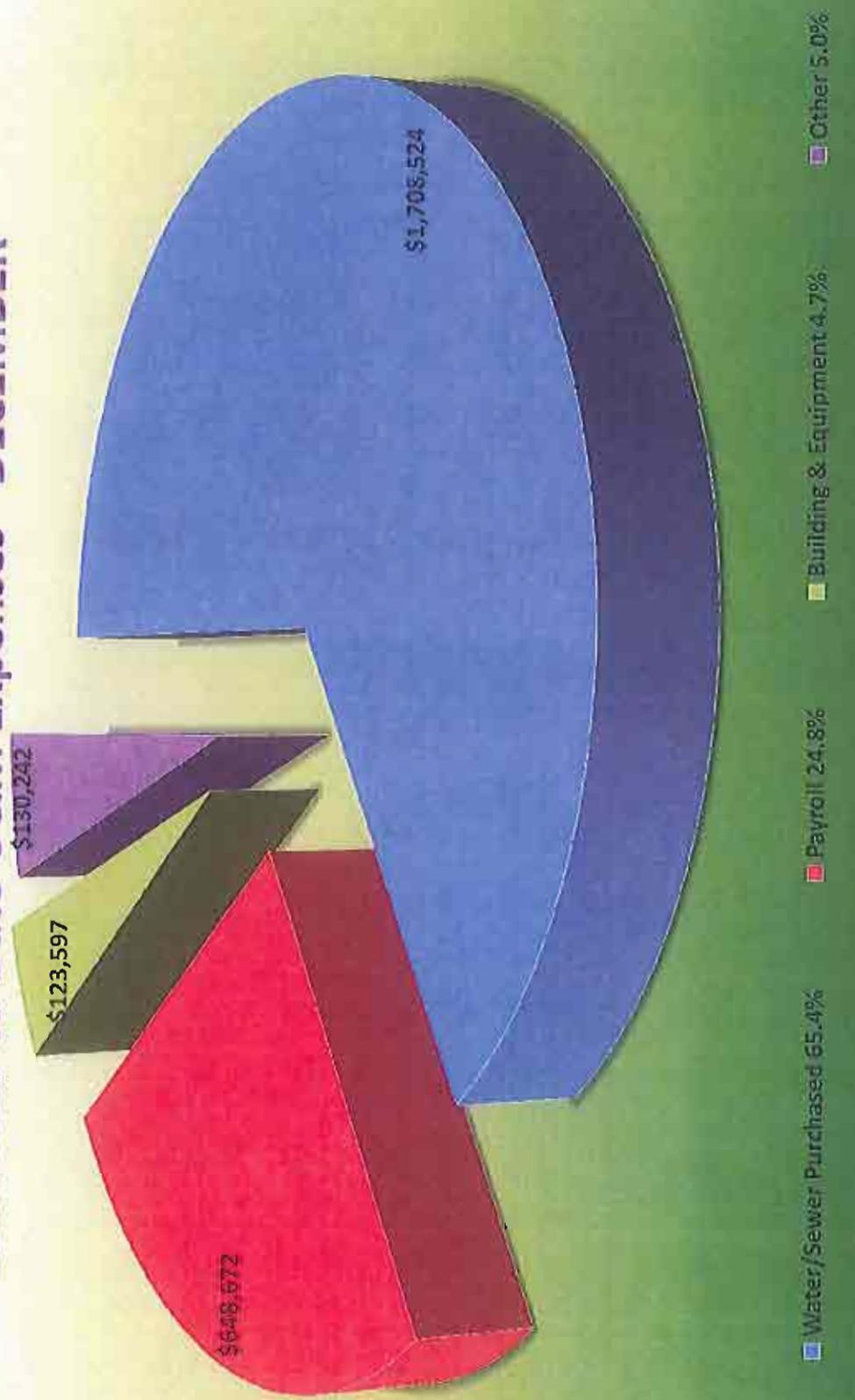
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 ACCRUAL BASIS

TYPE	DATE	NUM	SOURCE NAME	MEMO	AMOUNT
MICHIGAN TWP PAR PLAN					
Invoice	8/16/12	1389	Michigan Twp. Par Plan	Par Plan Grant Amount for Security Upgrades	(3,000.00)
TOTAL MICHIGAN TWP. PAR PLAN					(3,000.00)
PROJECTS					
SUP. TWP. UTILITY SECURITY UPGRADES					
Bill	6/7/12	83193	Parhelson Technologies	Utility Dept. Security Upgrades	12,915.00
Genera...	8/16/12	2012-071		Recognize Security Upgrades Project	(3,000.00)
TOTAL SUP. TWP. UTILITY SECURITY UPGRADES					9,915.00
TOTAL PROJECTS					9,915.00
NO NAME					
Genera...	8/16/12	2012-071		Recognize Security Upgrades Project	3,000.00
Genera...	12/31/12	Auditors 12		Reclass amts. related to security system	(9,915.00)
TOTAL NO NAME					(6,915.00)
TOTAL					0.00

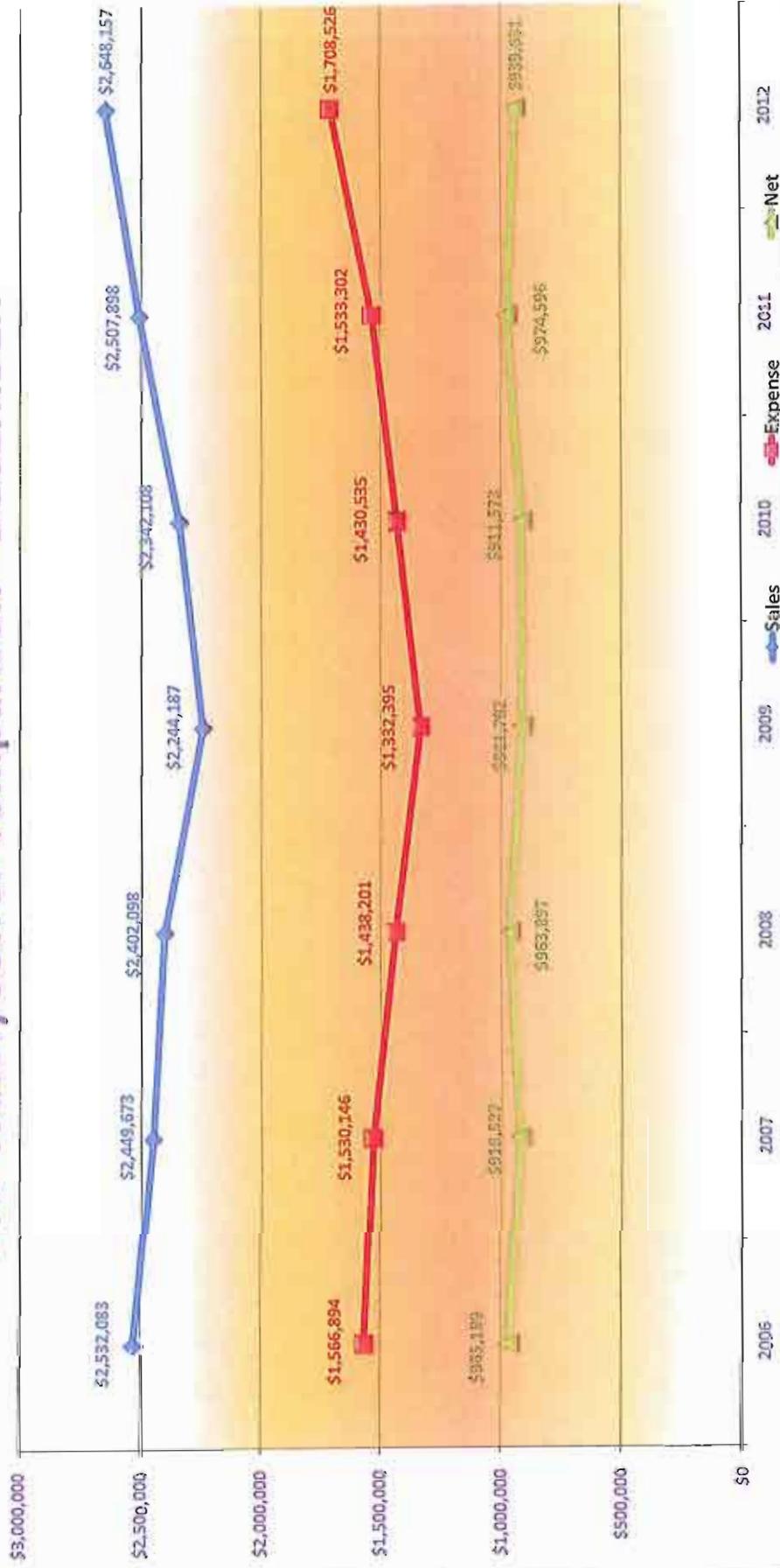
# 2012 O&M Income/Expense Graph



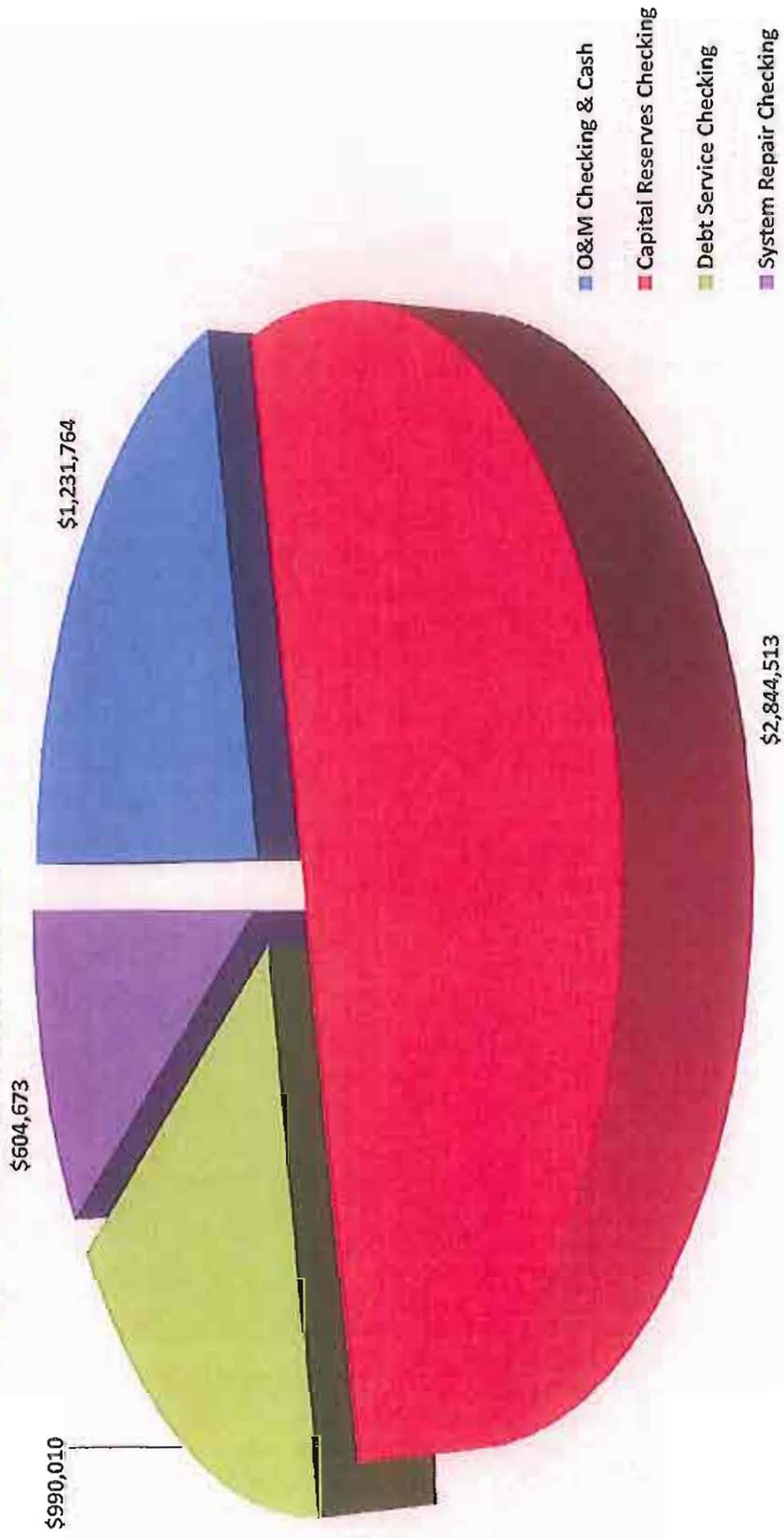
# 2012 Year-to-Date O&M Expenses - DECEMBER



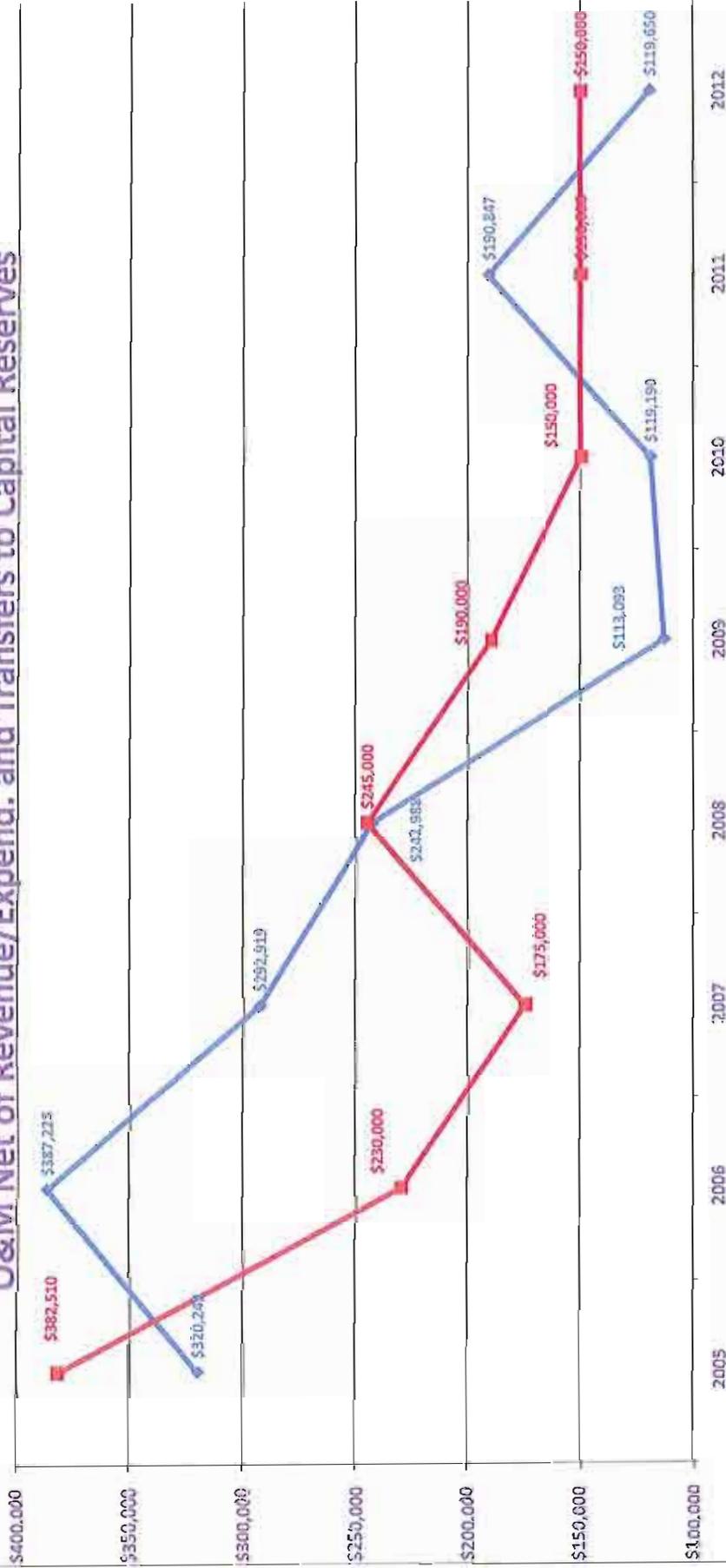
# YTD Water/Sewer Comparison - DECEMBER



# UTILITY DEPARTMENT FUNDS - DECEMBER



## O&M Net of Revenue/Expend. and Transfers to Capital Reserves



◆ O&M Net of Revenues and Expenditures    
 ■ Transfers from O&M to Capital Reserves



**PFEFFER ▫ HANNIFORD ▫ PALKA**  
*Certified Public Accountants*

John M. Pfeffer, C.P.A.  
Patrick M. Hanniford, C.P.A.  
Kenneth J. Palka, C.P.A.

*Members:*  
*AICPA Private Practice Companies Section*  
*MACPA*

225 E. Grand River - Suite 104  
Brighton, Michigan 48116-1575  
(810) 229-5550  
FAX (810) 229-5578

April 9, 2013

Charter Township of Superior  
Mr. William McFarlane  
Board of Trustees  
3040 North Prospect  
Ypsilanti MI 48198

Dear Bill:

As discussed we will be at your May 2013 Board meeting to present the 2012 audit.

The Township is in very good financial shape and there are no major issues which need addressing prior to the May 2013 meeting. If there were any major issues found during the audit, you can be assured we would have brought them to the attention of the Board of Trustees (including yourself, Brenda and Dave).

Thank you for allowing us to serve as your auditors and we will see you in May.

Very truly yours,

PFEFFER, HANNIFORD & PALKA  
Certified Public Accountants

Kenneth J. Palka

KJP:em

## TRANSIENT AND AMUSEMENT ENTERPRISES ACTIVITY PERMIT APPLICATION

Request is hereby made for a permit to operate a Transient and Amusement Enterprise as permitted in Section 6.05 of the Superior Township Zoning Ordinance.

### APPLICANT INFORMATION

Organization Name Dixboro Fair by the Dixboro U.M. Church

I.R.S.501(c) (3)

Tax ID 38-1840198

Contact Person Peggy Moran

Contact Address 5221 Church St Ann Arbor MI, 48105

Telephone 734-649-1074 Church's Fax 734-665-5772 Email peggy25@comcast.net

Is the property owned by the organization?  YES  NO

If "NO", what is the organization's interest in the property? \_\_\_\_\_

Name, address and telephone number of property owner(s):  
\_\_\_\_\_  
\_\_\_\_\_

### DESCRIPTION OF THE ACTIVITY

Proposed activity (describe each separate activity) Country Fair includes:

Art Fair, Music, games, rides, petting zoo, food, home made pies, local Merchant tents

Date and time of activity August 3, 2013 10-5:00

Location of activity Dixboro Village Green

Staff person(s) in charge of activity Church members head each area

Describe staff supervision of activity Church members involved in all areas of Fair.

Permits required by other agencies Temporary food license, Fire inspection permit

DESCRIPTION OF THE SITE

Size of activity site 264 x 264 Size of buildings (if any) Schoolhouse - 45 x 35

Tax code number(s) of the property J-10-18-260-01 & J-10-18-200-028

Adjoining land uses: North Church South Dixboro General Store

East open field West strip mall

Availability of bathroom, hygiene facilities. Please describe. Church is open

and portable potties & hand wash station

Clean-up and removal of waste. Please describe. Dumpster donated

by Hornback Sanitation

The following items are required as part of the Transient and Amusement Enterprises Use Permit Application:

1. A letter of authority, or power of attorney, in case the application is made by a person other than the actual owner of the property.

CHECK IF ATTACHED

2. A complete legal description of the premises (as stated on the deed or tax bills available in the Treasurer's Office).

CHECK IF ATTACHED

3. An accurate plot plan, drawn to scale, which indicates all access drives, buildings and other existing features of the site as well as all proposed features (parking, etc.) for the activity.

CHECK IF ATTACHED

4. A detailed description of the proposed activity.

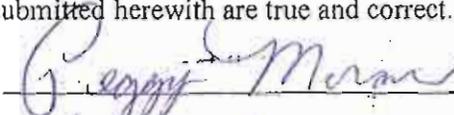
CHECK IF ATTACHED

5. A copy of the property owner's liability insurance policy covering the proposed activity.

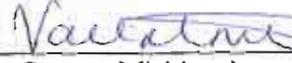
CHECK IF ATTACHED

APPLICANT

I hereby depose and say that all the statements in this application and statements contained in the documents and papers submitted herewith are true and correct.

Signature of Applicant: 

Sworn to before me this 5<sup>th</sup> day of April 20 13

My commission expires 12-26-2019   
(Notary Public, Washtenaw County, Michigan)

VALERIE LATNIE  
Notary Public, Monroe County, MI  
My Commission Expires 12-26-2019  
Acting in Washtenaw County

Signature of Property Owner (if other than applicant): \_\_\_\_\_

\*\*\*\*\*

*To be filled in by Township Clerk (or designated Township Officer/Personnel)*

I hereby state that this petition was properly received and filed on 4/5/13 (date)

Signature of Clerk (or designee)  


Superior Township,

The Dixboro United Methodist Church is requesting a permit for our annual Dixboro fair. The fair is held the first Saturday in August, this years date is August 3<sup>th</sup>.

The Dixboro Fair is an all day affair and is a non-profit event; our non-profit number is available upon request. The Dixboro Fair has supported and will continue to support local charities since 1977.

The events planned for this year are the same as recent years. We have a juried art and crafters fair. Last year we had 50 booths filled with artist and crafters. We also have booths for local market and new business'. Non-profit booths are also available at no charge. There is Silent Auction filled with donated items from the artisans and business'.

For the children there are plenty of things to do. The Church sponsored game area has many of the traditional prizes at a low price. There is also a moonwalk, a swing ride. Sugarbush Farms bring a variety of farm animals to pet.

The biggest draw to the fair is our homemade pies and cake. Along with the desserts there will be pulled pork sandwiches, hotdogs, fresh picked corn-on-the-cob and watermelon from Donahee Farms on North Territorial. Live music fills the large food tent, where visitors can sit, relax and listen to bluegrass and folk music.

The Dixboro Fair has been a summer event since 1977; it has evolved with the changing times and plans on being a yearly event for many years to come.

These are the basic plans for the Dixboro Fair 2012. Please plan on coming to the Dixboro Fair; it will be one of your favorite days of the summer. The committee is open to suggestions on how to improve the fair; we welcome new ideas to add to the busy day. The planning for the Fair is well underway and a timely response to our request is appreciated.

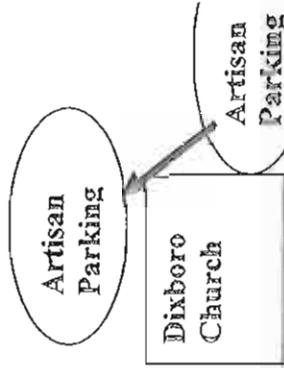
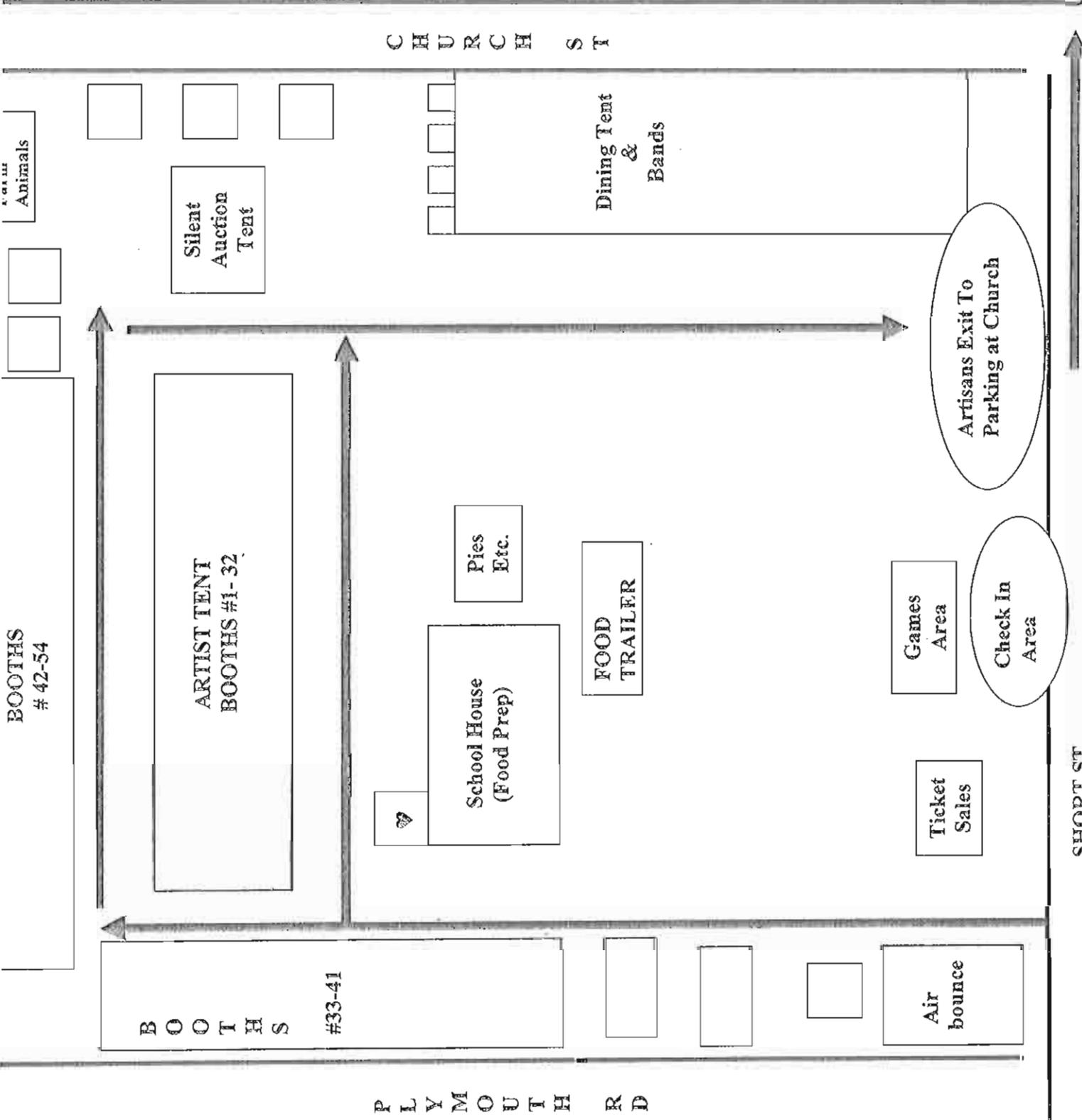
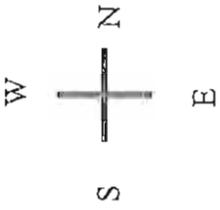
Sincerely,



Peggy Moran

Peggy Moran

Dixboro Fair Committee Director



PLYMOUTH RD

CHURCH ST

CHURCH ST

Animals  
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A B C D

**FOOD &  
BANDS**

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24	23	22	21	20	19	18	DUMC
32	31	30	29	28	27	26	25

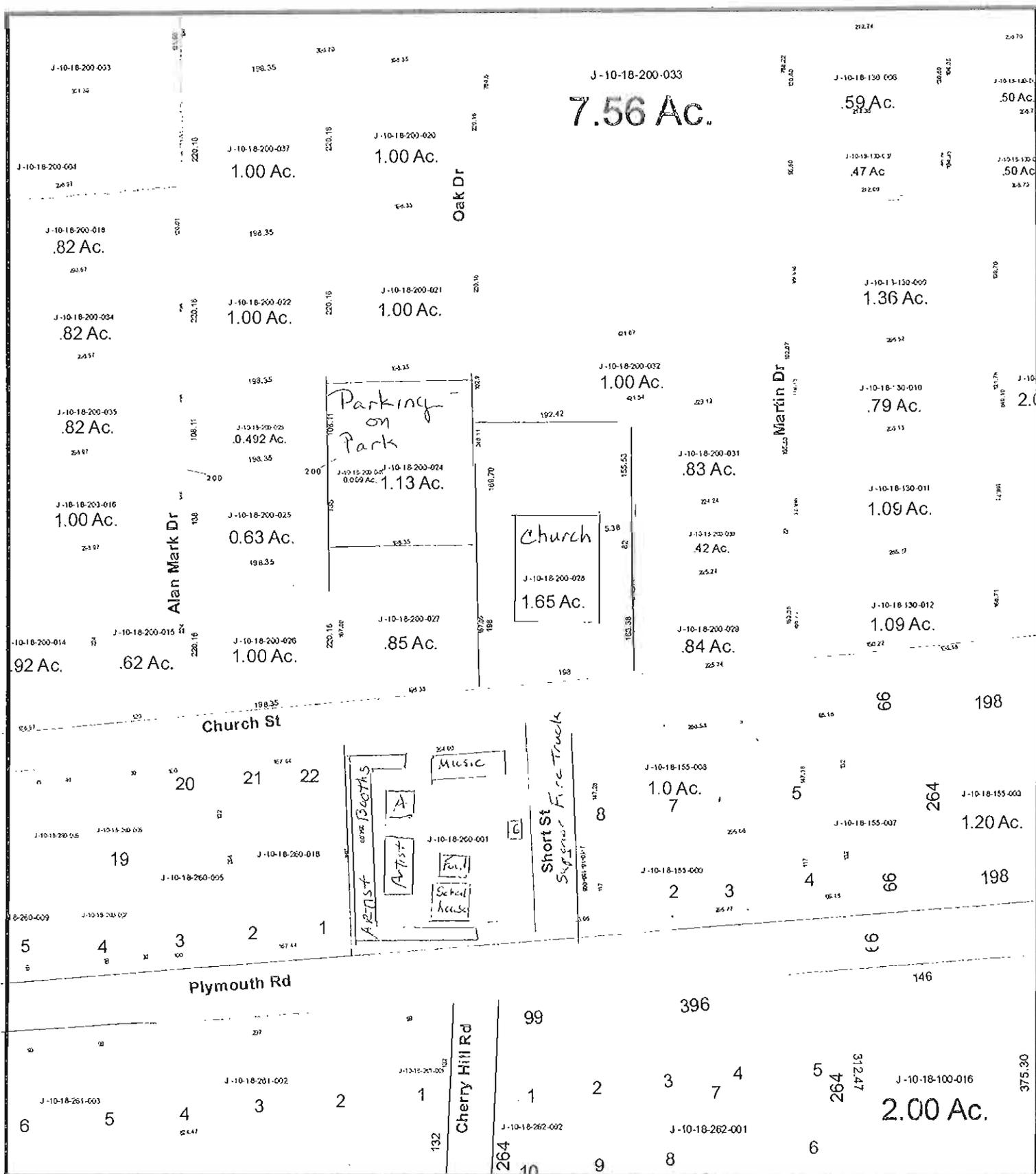
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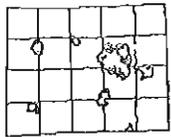
bounce

**Artisans on the Green  
& Booth Layout 2009**  
\*\*\*NOT TO SCALE



GIS Map Print

Location Map



1 inch = 177.9 feet



The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washfnew County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of the data is hereby disclaimed.

NOTE: PARCELS MAY NOT BE TO SCALE

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHFNEW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662

## General Property Information

[\[Back to Non-Printer Friendly Version\]](#) [\[Send To Printer\]](#)

Parcel: J -10-18-260-001

### Property Address

[\[collapse\]](#)

5221 CHURCH ST  
ANN ARBOR, MI 48105

### Owner Information

[\[collapse\]](#)

DIXBORO METHODIST CHURCH  
5221 CHURCH ST  
ANN ARBOR, MI 48105

Unit: J

### Taxpayer Information

[\[expand\]](#)

### General Information for Tax Year 2009

[\[expand\]](#)

### Land Information

[\[collapse\]](#)

Acreage:	1.60	Frontage:	0.00 Ft.
Zoning Code:	PSP	Depth:	0.00 Ft.
Land Value:	\$0	Mortgage Code:	
Land Improvements:	\$0	Lot Dimensions/Comments:	N/A
Renaissance Zone:	NO		

### Legal Information for J -10-18-260-001

[\[collapse\]](#)

\*OLD SID - J 10-040-003-00 SU 37-2 BEG AT NE COR OF LOT 22, NORTHWEST SECTION, TH E 16 RDS TO NW COR OF LOT 8, NORTHEAST SECTION, TH S 16 RDS TO SW COR OF LOT 1 OF NORTH- EAST SECTION, TH W 16RDS TO SE COR OF LOT 1, NORTHWEST SECTION, TH N 16 RDS TO PL OF BEG VILLAGE OF DIXBORO.

## Sales Information

0 sale record(s) found.

Sale Date	Sale Price	Instrument	Grantor	Grantee	Terms Of Sale	Liber/Page
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**\*\*Disclaimer:** BS&A Software provides this Web Site as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data.

# CHURCH MUTUAL INSURANCE COMPANY

3000 Schuster Lane, P.O. Box 357, Merrill, WI 54452

## COMMON POLICY DECLARATIONS PAGE

POLICY NO.: 0005650-02-504580

**ITEM 1. NAMED INSURED AND ADDRESS:**  
DIXBORO UNITED METHODIST CHURCH  
5221 CHURCH RD  
ANN ARBOR MI 48105-9429

**ITEM 2. POLICY PERIOD:** FROM 01/05/13 TO 01/05/16  
12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

0005650-21-155267  
(RENEWAL OF)

**ITEM 3. THE NAMED INSURED IS:** RELIGIOUS INSTITUTION

**ITEM 4. AGENT:** 05-244  
ANDREW HAYTON  
BRIGHTON OFFICE  
10315 EAST GRAND RIVER, STE 205  
BRIGHTON MI 48116  
(800) 554-2642

**ITEM 5. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS:**

**FORMS AND ENDORSEMENTS WHICH APPLY TO THIS ENTIRE POLICY:**

A 050(01-98) MUTUAL AND COMMON POLICY CONDITIONS  
A 051(06-87) CALCULATION OF PREMIUM  
A 9009(01-12) CONDITIONAL EXCLUSION OF TERRORISM  
UN 720(01-08) NOTICE - DISCLOSURE OF TERRORISM PREMIUM

**PROPERTY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:**

A 100(01-01) PROPERTY CONDITIONS  
A 1001(01-08) IDENTITY RECOVERY COVERAGE FORM  
A 1008(11-08) WATER EXCLUSION ENDORSEMENT  
A 1009(11-08) WATER EXCLUSION ENDORSEMENT  
A 101(04-06) BUILDING AND PERSONAL PROPERTY COVERAGE - RELIGIOUS  
A 125(04-06) CAUSES OF LOSS - BASIC FORM  
A 127(04-06) CAUSES OF LOSS - SPECIAL FORM  
A 134(06-87) GLASS LIMITATION - SPECIAL CAUSES OF LOSS  
A 154(10-99) SYSTEMS/EQUIPMENT BREAKDOWN COVERAGE FORM  
A 170(11-09) MICHIGAN CHANGES  
A 926.2(03-99) MICHIGAN CHANGES  
A 945.2(01-08) CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

**GENERAL LIABILITY COVERAGE PART AND ITS FORMS AND ENDORSEMENTS:**

A 052(06-87) NUCLEAR ENERGY LIABILITY EXCLUSION - BROAD FORM  
A 200(01-04) GENERAL LIABILITY COVERAGE PART - OCCURRENCE BASIS  
A 200.1(12-06) AMENDATORY ENDORSEMENT - PERSONAL INJURY  
A 200.2(12-07) BODILY INJURY DEFINITION



POLICY NO.: 0005650-02-504580

ITEM 6. PREMIUM: IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

\$4,414.00 DUE AT INCEPTION. PREMIUM SUBJECT TO ADJUSTMENT AT EACH ANNIVERSARY.

\*\* SUMMARY OF ADDITIONAL CHARGES (INCLUDED IN ANNUAL PREMIUM) \*\*

TERRORISM RISK INSURANCE: \$ 44.00 ANNUAL CHARGE

This policy includes copyrighted material of Church Mutual Insurance Company  
Copyright, Church Mutual Insurance Company, 1995  
Includes copyrighted material of Insurance Services Office, Inc., with its permission.  
Copyright, Insurance Services Office, Inc., 1984 & 1994



PROPERTY COVERAGE PART  
DECLARATIONS PAGE

POLICY NO.: 0005650-02-504580

ITEM 1. DESCRIPTION OF PREMISES AND COVERAGES:

PREMISES NO: 001                      BUILDING NO: 001  
CONSTRUCTION: FRAME  
OCCUPANCY: CHURCH  
LOCATION: 5221 CHURCH RD  
TOWNSHIP NAME: SUPERIOR                      COUNTY: WASHTENAW  
CITY/STATE: ANN ARBOR, MI

COVERAGE: BUILDING  
LIMIT OF INSURANCE: \$1,628,000  
COINSURANCE PERCENT: 90%  
COVERED CAUSE OF LOSS: SPECIAL LIMITED GLASS  
VALUATION: REPLACEMENT COST  
OPTIONAL COVERAGE: AUTOMATIC INCREASE IN INSURANCE

COVERAGE: PERSONAL PROPERTY  
LIMIT OF INSURANCE: \$244,000  
COINSURANCE PERCENT: 90%  
COVERED CAUSE OF LOSS: SPECIAL LIMITED GLASS  
VALUATION: REPLACEMENT COST  
OPTIONAL COVERAGE: AUTOMATIC INCREASE IN INSURANCE

OTHER AMENDMENTS OR ENDORSEMENTS:

GLASS LIMITATION SPECIAL CAUSES OF LOSS ENDORSEMENT

PREMISES NO: 002                      BUILDING NO: 002  
CONSTRUCTION: FRAME  
OCCUPANCY: ONE FAMILY OWNER OCCUPIED PARSONAGE  
LOCATION: 3350 OAK DR  
TOWNSHIP NAME: SUPERIOR                      COUNTY: WASHTENAW  
CITY/STATE: ANN ARBOR, MI

COVERAGE: BUILDING  
LIMIT OF INSURANCE: \$174,000  
COINSURANCE PERCENT: 90%  
COVERED CAUSE OF LOSS: SPECIAL LIMITED GLASS  
VALUATION: REPLACEMENT COST  
OPTIONAL COVERAGE: AUTOMATIC INCREASE IN INSURANCE



**GENERAL LIABILITY COVERAGE PART  
DECLARATIONS PAGE**

**POLICY NO.:** 0005650-02-504580

**ITEM 1. LIMITS OF INSURANCE:**

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS AND SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)	\$ 3,000,000
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 1,000,000
EACH OCCURRENCE LIMIT (BODILY INJURY AND PROPERTY DAMAGE COMBINED)	\$ 1,000,000
PERSONAL AND ADVERTISING INJURY LIMIT (COMBINED)	\$ 1,000,000
MEDICAL EXPENSE LIMIT - ANY ONE PERSON (OTHER THAN SEXUAL MISCONDUCT OR SEXUAL MOLESTATION)	\$ 5,000
PROPERTY DAMAGE LEGAL LIABILITY - ANY ONE OCCURRENCE	\$ 300,000
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIMIT (COMBINED) - ALL LOCATIONS AND OPERATIONS	
EACH CLAIM LIMIT	\$ 300,000
AGGREGATE LIMIT	\$ 300,000
SEXUAL MISCONDUCT OR SEXUAL MOLESTATION MEDICAL EXPENSE LIMIT	
ANY ONE PERSON	\$ 10,000
AGGREGATE LIMIT	\$ 50,000
LEGAL DEFENSE COVERAGE LIMIT	
EACH DEFENSIBLE INCIDENT LIMIT	\$ 5,000
AGGREGATE LIMIT	\$ 15,000
CATASTROPHIC VIOLENCE RESPONSE	
PER PERSON LIMIT	\$ 50,000
EACH VIOLENT INCIDENT LIMIT	\$ 300,000
VIOLENT INCIDENT AGGREGATE LIMIT	\$ 300,000

**ITEM 2. DESCRIPTION AND CLASSIFICATION OF PREMISES AND OPERATIONS:**

ALL PREMISES AND OPERATIONS UNLESS EXCLUDED IN ITEM 3 BELOW.

NONE

**ITEM 3. EXCLUSION ENDORSEMENTS:**

NONE



**CRIME COVERAGE PART  
DECLARATIONS PAGE**

**POLICY NO.:** 0005650-02-504580

**ITEM 1. DESCRIPTION OF PREMISES AND COVERAGES:**

\*\*\*\*\*

PREMISES NO: 001                      BUILDING NO: 001  
CONSTRUCTION: FRAME  
OCCUPANCY: CHURCH  
LOCATION: 5221 CHURCH RD  
TOWNSHIP NAME: SUPERIOR                      COUNTY: WASHTENAW  
CITY/STATE: ANN ARBOR, MI

\*\*\*\*\*

COVERAGE FORM: CHURCH THEFT OF MONEY AND SECURITIES

LIMIT OF INSURANCE: \$3,000                      DEDUCTIBLE: \$100

SPECIAL COVERAGE DAYS:  
CHRISTMAS, EASTER AND THANKSGIVING

\*\*\*\*\*

COVERAGE FORM: BLANKET BOND

LIMIT OF INSURANCE: \$25,000                      DEDUCTIBLE: FULL COVERAGE

**ITEM 2. ENDORSEMENTS:**

NONE



PROFESSIONAL LIABILITY COVERAGE PART  
DECLARATIONS PAGE

POLICY NO.: 0005650-02-504580

ITEM 1. COVERAGE DESCRIPTION:

<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>
COUNSELING PROFESSIONAL LIABILITY	
EACH CLAIM	\$ 1,000,000
AGGREGATE	\$ 3,000,000

SCHEDULE OF POSITIONS COVERED

"SCHEDULE OF POSITIONS COVERED" - "EMPLOYEES AND VOLUNTEERS ACTING UNDER YOUR DIRECTION AND CONTROL AND WITHIN THE SCOPE OF HIS OR HER DUTIES AS SUCH."

ITEM 2. ENDORSEMENTS:

NONE



**PROFESSIONAL LIABILITY COVERAGE PART  
CLAIMS MADE  
DECLARATIONS PAGE**

POLICY NO.: 0005650-02-504580

**ITEM 1. COVERAGE DESCRIPTION:**

<u>COVERAGE</u>	<u>LIMIT OF INSURANCE</u>
DIRECTORS, OFFICERS & TRUSTEES LIABILITY AGGREGATE RETENTION: \$1,000	\$ 1,000,000

**NOTICE**

THIS INSURANCE CONTAINS CLAIMS-MADE COVERAGE. EXCEPT AS MAY BE OTHERWISE PROVIDED HEREIN, SPECIFIED COVERAGES OF THIS INSURANCE ARE LIMITED GENERALLY TO LIABILITY FOR WHICH CLAIMS ARE FIRST MADE AGAINST THE INSURED WHILE THE INSURANCE IS IN FORCE. PLEASE READ AND REVIEW THE INSURANCE CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT.

**ITEM 2. OTHER ENDORSEMENTS:**

AFFILIATED ENTITY DISPUTE LEGAL DEFENSE COVERAGE ENDORSEMENT	
EACH WRONGFUL ACT	\$ 25,000
AGGREGATE	\$ 50,000

**ITEM 3. RETROACTIVE DATE:**

DIRECTORS, OFFICERS & TRUSTEES LIABILITY COVERAGE DOES NOT APPLY TO INJURY THAT ARISES OUT OF A "WRONGFUL ACT" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.

RETROACTIVE DATE: 01/05/07



**HIRED AND NONOWNED AUTOMOBILE LIABILITY COVERAGE PART  
DECLARATIONS PAGE**

POLICY NO.: 0005650-02-504580

**ITEM 1. COVERAGE DESCRIPTION:**

COVERAGE

LIMIT OF INSURANCE

HIRED AND NONOWNED AUTOMOBILE LIABILITY  
COVERAGE RELIGIOUS INSTITUTIONS - EXCESS  
INSURANCE

EACH OCCURRENCE  
AGGREGATE

\$ 1,000,000  
\$ 3,000,000

**ITEM 2. ENDORSEMENTS:**

NONE



3. The temporary construction structure shall be vacated and shall be removed from the site within 14 calendar days following completion of the final phase.
4. Upon approval of a Certificate of Zoning Compliance, the property owner(s) shall provide the Township Treasurer with a cash bond in the amount of one thousand dollars (\$1,000) to ensure removal of the temporary dwelling per this Section.

**F. Temporary Business and Industrial Buildings.**

Temporary buildings used for commercial, office, or industrial purposes subject to the following additional standards:

1. A temporary structure shall be placed on the lot so as to conform to all yard requirements of the zoning district in which it is located.
2. Upon approval of a Certificate of Zoning Compliance, the property owner(s) shall provide the Township Treasurer with a cash bond in the amount of five thousand dollars (\$5,000) to ensure removal of the temporary dwelling per this Section.

**Section 6.05 Transient and Amusement Enterprises.**

Circuses, carnivals, other transient amusement enterprises, music festivals, fundraising events, temporary gatherings of people, and similar for-profit or non-profit activities shall be subject to the following:

**A. Acceptance of Applications by the Township Board.**

Applications for approval of such activities shall be forwarded to the Township Clerk for review and acceptance by the Township Board. Upon a finding by the Township Board that the location of such activity will not adversely affect adjoining properties or adversely affect public health, safety, morals, or general welfare, the application shall be deemed to be accepted by the Township for review. Applications not accepted by the Board shall be returned to the applicant with a written statement of the Board's reasons for rejection.

The Township Board may require posting of a performance guarantee in an amount sufficient to hold the Township free of all liabilities incidental to the operation of such activity and indemnify any adjoining land owners for any damage resulting from operation of such activity. Such damages shall be provable before the court having jurisdiction over the premises upon which the damages occurred and shall be payable through such court.

**B. Approval of Non-Profit Activities.**

Activities operated by a permitted institutional use, public charity, or non-profit organization for the sole purpose of raising funds for that organization or its programs shall be permitted in any zoning district, subject to approval of a certificate of zoning compliance per Section 1.07 (Certificates of Zoning Compliance). A public charity or non-



# Memorandum

**To:** Superior Township Board of Trustees  
**From:** Rick Church, Diana Ravis  
**Date:** April 11, 2013  
**Re:** A. Haggerty, 1653 Savannah Ct., Credit Balance

The Utility Department requests Board authorization to reimburse Mr. Aaron Haggerty, of 1653 Savannah Court for the current \$1,288.51 credit balance on his account. Attached is an email from Mr. Haggerty requesting reimbursement.

This credit balance is the result of Mr. Haggerty making a series of online payments to us through his bank, when nothing was owed on his account. Utility Department employees noticed this and the fact that we were continuing to receive payments from Mr. Haggerty, so we contacted him.

Since we had this same situation with Mr. Haggerty's account in May of 2012, we also request that the Board support us in notifying Mr. Haggerty that future overpayments on his account will be used to offset his outstanding water/sewer bills and will not be reimbursed to him via a check.

/attachment

SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN

ORDINANCE NO. 186

TRAFFIC AND VEHICLE CODE ORDINANCE

**THE CHARTER TOWNSHIP OF SUPERIOR, WASHTENAW COUNTY, MICHIGAN,  
ORDAINS:**

**Section 186.01 Purpose**

An Ordinance enacted pursuant to MCL 257.951 to 257.955 and MCL 42.15, 42.23 and 41.181 to adopt by reference the Uniform Traffic Code for Michigan Cities, Townships and Villages as promulgated by the Director of the Michigan Department of State Police pursuant to the Administrative Procedures Act of 1969, Public Act 306 of 1969, as amended (MCL 24.201, et seq.) and made effective October 30, 2002, and to adopt by reference certain state laws; and to repeal all ordinances or parts of ordinances in conflict herewith.

**Section 186.02. Title**

This Ordinance and the provisions of the Uniform Traffic Code and state laws adopted by reference herein shall be collectively known and may be cited as the "Charter Township of Superior Traffic and Vehicle Code Ordinance".

**Section 186.03. Adoption of Uniform Traffic Code By Reference**

The Uniform Traffic Code for Cities, Townships, and Villages as promulgated by the Director of the Michigan Department of State Police pursuant to the Administrative Procedures Act of 1969, Public Act 306 of 1969, as amended (MCL 24.201, et seq.) and made effective October 30, 2002, is hereby adopted by reference. All references in said Uniform Traffic Code to a "governmental unit" shall mean the Charter Township of Superior.

**Section 186.04. Adoption of Provisions of Michigan Vehicle Code By Reference**

The following provisions of the Michigan Vehicle Code, 1949 Public Act 300 of 1949, as amended (MCL 257.1, *et seq.*) are hereby adopted by reference:

1. Chapter I (Words and Phrases Defined): MCLs 257.1 to 257.82
2. Chapter II (Administration, Registration): MCLs 257.225, 257.228, 257.243, 257.244, 257.255, and 257.256.
3. Chapter III (Operator's and Chauffeur's License): MCLs 257.301, 257.310e, 257.311, 257.312a, 257.324, 257.325, 257.326, and 257.328.
4. Chapter VI (Obedience to and Effect of Traffic Laws): MCLs 257.601 to 257.601b, 257.602 to 257.606, 257.611 to 257.616, 257.617a to 257.622, 257.624a to 257.624b,

257.625 (except felony provisions), 257.625a, 257.625m, 257.626 to 257.626b, 257.627 to 257.627b, 257.628, 257.629b, 257.631 to 257.632, 257.634 to 257.645, 257.647 to 257.655, 257.656 to 257.662, 257.667 to 257.675d, 257.676 to 257.682b, 257.683 to 257.710e, 257.716 to 257.724.

5. Chapter VIII (License Offenses): MCLs 257.904 to 257.904a, 257.904e, 257.905.

**Section 186.05. Adoption of Other State Laws By Reference**

The following provisions of state law are hereby adopted by reference:

1. Section 3102 of the Michigan Insurance Code of 1956, 1956 Public Act 218, as amended presently and hereafter, pertaining to required insurance (MCL 500.3102).
2. Subchapter 6 of Part 811 of the Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended presently and hereafter, pertaining to off-road vehicles (MCL 324.81101-324.81147).
3. Part 821 of the Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended presently and hereafter, pertaining to snowmobiles (MCL 324.82101-324.82158).
4. Section 703 of the Michigan Liquor Control Act, 1998 Public Act 58, as amended presently and hereafter, pertaining to minors and alcoholic liquor (MCL 436.1703)

**Section 186.06. Penalties**

1. Except for violations of MCL 257.625(1)(c), the penalties provided by the Uniform Traffic Code and the provisions of the state laws hereinabove adopted by reference are hereby adopted as the penalties for violations of the corresponding provisions of this Ordinance.
2. Pursuant to MCL 42.21(5) violations of MCL 257.625(1)(c) are a misdemeanor punishable by 1 or more of the following:
  - (a) Community service for not more than 360 hours.
  - (b) Imprisonment for not more than 180 days.
  - (c) A fine of \$700.00.

**Section 186.07. Severability**

If a court of competent jurisdiction declares any provision of this Ordinance or the Uniform Traffic Code or a statutory provision adopted by reference herein to be unenforceable, in whole or in part, such declaration shall only affect the provision held to be unenforceable and shall not affect any other part or provision; provided that if a court of competent jurisdiction declares a

penalty provision to exceed the authority of the Township, the penalty shall be construed as the maximum penalty that is determined by the court to be within the authority of the Township to impose.

**Section 186.08. Repeal of Conflicting Ordinances**

This ordinance shall take effect upon publication as required by law. All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are hereby repealed; including without limitation, the following ordinances of Superior Township:

- Ordinance 45 adopted September 19, 1977
- Ordinance 66 adopted July 31, 1979
- Ordinance 72 adopted August 17, 1981
- Ordinance 78 adopted March 21, 1983
- Ordinance 120 adopted October 4, 1993
- Ordinance 132 adopted August 7, 1994
- Ordinance 149 adopted November 1, 1999
- Ordinance 158 adopted November 6, 2003

provided that any violation charged before the effective date of this Ordinance under an Ordinance provision repealed by this Ordinance shall continue under the Ordinance provision then in effect.

**Section 186.09. Effective Date**

This ordinance shall take effect upon publication as required by law.

SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN

ORDINANCE NO. 186

TRAFFIC AND VEHICLE CODE ORDINANCE

**THE CHARTER TOWNSHIP OF SUPERIOR, WASHTENAW COUNTY, MICHIGAN,  
ORDAINS:**

**Section 186.01 Purpose**

An Ordinance enacted pursuant to MCL 257.951 to 257.955 and MCL 42.15, 42.23 and 41.181 to adopt by reference the Uniform Traffic Code for Michigan Cities, Townships and Villages as promulgated by the Director of the Michigan Department of State Police pursuant to the Administrative Procedures Act of 1969, Public Act 306 of 1969, as amended (MCL 24.201, et seq.) and made effective October 30, 2002, and to adopt by reference certain state laws; and to repeal all ordinances or parts of ordinances in conflict herewith.

**Section 186.02. Title**

This Ordinance and the provisions of the Uniform Traffic Code and state laws adopted by reference herein shall be collectively known and may be cited as the "Charter Township of Superior Traffic and Vehicle Code Ordinance".

**Section 186.03. Adoption of Uniform Traffic Code By Reference**

The Uniform Traffic Code for Cities, Townships, and Villages as promulgated by the Director of the Michigan Department of State Police pursuant to the Administrative Procedures Act of 1969, Public Act 306 of 1969, as amended (MCL 24.201, et seq.) and made effective October 30, 2002, is hereby adopted by reference. All references in said Uniform Traffic Code to a "governmental unit" shall mean the Charter Township of Superior.

**Section 186.04. Adoption of Provisions of Michigan Vehicle Code By Reference**

The following provisions of the Michigan Vehicle Code, 1949 Public Act 300 of 1949, as amended (MCL 257.1, *et seq.*) are hereby adopted by reference:

1. Chapter I (Words and Phrases Defined): MCLs 257.1 to 257.82
2. Chapter II (Administration, Registration): MCLs 257.225, 257.228, 257.243, 257.244, 257.255, and 257.256.
3. Chapter III (Operator's and Chauffeur's License): MCLs 257.301, 257.310e, 257.311, 257.312a, 257.324, 257.325, 257.326, and 257.328.
4. Chapter VI (Obedience to and Effect of Traffic Laws): MCLs 257.601 to 257.601b, 257.602 to 257.606, 257.611 to 257.616, 257.617a to 257.622, 257.624a to 257.624b,

257.625 (except felony provisions), 257.625a, 257.625m, 257.626 to 257.626b, 257.627 to 257.627b, 257.628, 257.629b, 257.631 to 257.632, 257.634 to 257.645, 257.647 to 257.655, 257.656 to 257.662, 257.667 to 257.675d, 257.676 to 257.682b, 257.683 to 257.710e, 257.716 to 257.724.

5. Chapter VIII (License Offenses): MCLs 257.904 to 257.904a, 257.904e, 257.905.

#### **Section 186.05. Adoption of Other State Laws By Reference**

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2. Subchapter 6 of Part 811 of the Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended presently and hereafter, pertaining to off-road vehicles (MCL 324.81101-324.81147).
3. Part 821 of the Natural Resources and Environmental Protection Act, 1994 Public Act 451, as amended presently and hereafter, pertaining to snowmobiles (MCL 324.82101-324.82158).
4. Section 703 of the Michigan Liquor Control Act, 1998 Public Act 58, as amended presently and hereafter, pertaining to minors and alcoholic liquor (MCL 436.1703)

#### **Section 186.06. Penalties**

1. Except for violations of MCL 257.625(1)(c), the penalties provided by the Uniform Traffic Code and the provisions of the state laws hereinabove adopted by reference are hereby adopted as the penalties for violations of the corresponding provisions of this Ordinance.
2. Pursuant to MCL 42.21(5) violations of MCL 257.625(1)(c) are a misdemeanor punishable by 1 or more of the following:
  - (a) Community service for not more than 360 hours.
  - (b) Imprisonment for not more than 180 days.
  - (c) A fine of \$700.00.

#### **Section 186.07. Severability**

If a court of competent jurisdiction declares any provision of this Ordinance or the Uniform Traffic Code or a statutory provision adopted by reference herein to be unenforceable, in whole or in part, such declaration shall only affect the provision held to be unenforceable and shall not affect any other part or provision; provided that if a court of competent jurisdiction declares a

penalty provision to exceed the authority of the Township, the penalty shall be construed as the maximum penalty that is determined by the court to be within the authority of the Township to impose.

**Section 186.08. Repeal of Conflicting Ordinances**

This ordinance shall take effect upon publication as required by law. All ordinances or parts of ordinances in conflict or inconsistent with the provisions of this ordinance are hereby repealed; including without limitation, the following ordinances of Superior Township:

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- Ordinance 149 adopted November 1, 1999
- Ordinance 158 adopted November 6, 2003

provided that any violation charged before the effective date of this Ordinance under an Ordinance provision repealed by this Ordinance shall continue under the Ordinance provision then in effect.

**Section 186.09. Effective Date**

This ordinance shall take effect upon publication as required by law.

**SUPERIOR CHARTER TOWNSHIP  
AMENDED AND RESTATED DEVELOPMENT AGREEMENT**

**Woodside Village - A Site Condominium Development**

**THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between **Moceri & Lombardo of Superior LLC**, a Michigan limited liability company, formerly known as East Course I, L.L.C., whose address is 51237 Danview Technology Court, Shelby Township, Michigan 48315 (the "Developer"), the **Woodside Village of Superior Township Condominium Association**, whose address is 850 N. Crooks Road Suite 110, Clawson, MI 48017 and the **Charter Township of Superior**, a Michigan municipal corporation, whose address is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (the "Township").

**RECITALS:**

A. WHEREAS, the Developer has developed and is developing a certain parcel of real property comprising 66.73 acres, more or less, as a site condominium development of single family homes; said parcel of land being located in the Charter Township of Superior, Washtenaw County, Michigan, to the south of Geddes Road in the southwest quarter of Section 36. The aforesaid 66.73 acre parcel is legally described in **Exhibit "A"**, which is attached hereto and made a part of this Agreement. The condominium development (the "Development") that is being developed on the land described in **Exhibit "A"** is known as "Woodside Village", and is being developed pursuant to a certain "Consent Judgment" (as defined in Recital O below) entered into between the Developer and the Township. The Development will include 175 site condominium units.

B. WHEREAS, the Developer has developed and is developing the residential condominium development pursuant to the Superior Township Zoning Ordinance No. 134, as amended, and in accordance with the Michigan Condominium Act (Act 59, Public Acts 1978), as amended, and in accordance with the Consent Judgment.

C. WHEREAS, the Developer has built and will continue to build all necessary on-site infrastructure for the Development, such as, but not limited to, water mains, sanitary sewers, storm sewers, drainage facilities, roads, sidewalks, curbs and gutters and detention facilities, as more fully set forth in the Consent Judgment.

D. WHEREAS, the Developer has installed and will continue to install the grading and soil erosion and sedimentation control improvements proposed on the construction plans in order to facilitate the drainage of storm water from the Development in such a manner as is not expected to result in damage to any adjacent property outside of the Development or any site

condominium unit within the Development from an increase in the flow of storm water or decrease in water quality of storm water from the Development, as more fully set forth in the final engineering plans approved by the Township.

E. WHEREAS, agreements, approvals, and conditions agreed to by the Developer and the Township remain in effect, including, but not limited to, conditions of all approvals by the Township regarding zoning and site plan approval for the Development and permits that may have been issued by appropriate governmental review agencies for the Development.

F. WHEREAS, on May 26, 2004, a Consent Judgment was entered in the Circuit Court of the County of Washtenaw, State of Michigan in the matter entitled *REI East Course 1, LLC, et al. v. Superior Charter Township*, Case No. 87-32972, Hon. Donald E. Shelton, which Consent Judgment was recorded in Liber 4396, Page 77, Washtenaw County Records (the "Original Consent Judgment"), permitting the Developer to develop either a Multi-Family Plan or a Single Family Plan under the Planned Community (PC) District (Section 4.22) and generally in accordance with the density, setback and other requirements of the R-7 District (Section 4.14) of the Township's Zoning Ordinance. The Original Consent Judgment further stated that if the Developer develops the Single Family Plan, it shall contain an allowed density of One Hundred Seventy Five (175) unit single-family site condominium development consistent with the single family alternative depicted in the Area Plan attached to the Original Consent Judgment under the Planned Community (PC) District (Section 4.22).

G. WHEREAS, the Original Consent Judgment states that the homes constructed pursuant to the Single Family Plan shall have at least 50% brick facades, or in lieu of brick, can be constructed of so-called "James Hardie Siding" in combination with other materials allowed under applicable Township ordinances and building codes.

H. WHEREAS, on July 28, 2004, the Superior Charter Township Planning Commission approved the Preliminary Site Plan for a One Hundred Seventy Five (175) unit single-family site condominium development on the land described in **Exhibit "A"**.

I. WHEREAS, on September 22, 2004, the Township's Planning Commission passed a motion approving the Final Site Plan dated August 4, 2004, for the Development conditioned upon the Developer addressing certain items in connection with final engineering approval. The Township Planning Commission also passed motions approving minor changes to the Final Site Plan on March 22, 2006 and April 25, 2007 to allow for additional and supplemental screening along the south property line as depicted in **Exhibit "C"** (the "Original Final Site Plan").

J. WHEREAS, the approved final site plan for the Development, as modified as described herein, is consistent with the purposes and objectives of the Township's Zoning Ordinance pertaining to the use and development of the Development.

K. WHEREAS, pursuant to Section 10.04(F) of the Township's Zoning Ordinance, a Development Agreement dated December 9, 2004 and recorded in Liber 4461, Page 291, Washtenaw County Records, was entered into between the Developer and the Township in connection with the final site plan approval of the Development (the "Initial Development Agreement"), which agreement is binding upon the Township, the Developer and the owners of

the site and their successors and assigns, including, without limitation, the owners of individual condominium units within the Development.

L. WHEREAS, such Initial Development Agreement was amended, restated and superseded in its entirety by a First Amendment to the Development Agreement dated July 2, 2007 and recorded in Liber 4633, Page 755, Washtenaw County Records, which First Amendment was amended by a Second Amendment to the Development Agreement dated January 23, 2008 and recorded in Liber 4662, Page 834, Washtenaw County Records (such First Amendment to the Development Agreement, as so amended, is referred to herein as the "Original Development Agreement").

M. WHEREAS, the Developer, pursuant to the Original Consent Judgment and as depicted on the Original Final Site Plan, built a tot lot playground and parking for use by the general public on Ridge Road, which tot lot playground and parking have been maintained by the Woodside Village of Superior Township Condominium Association (the "Association").

N. WHEREAS, the Developer has built a six (6) foot open space wood chip path from the Ridge Road tot lot to Crab Apple Court which will remain. The balance of the onsite pathway consists of asphalt material through the Development for public access as depicted on the Final Site Plan.

O. WHEREAS, the Developer and Township have agreed to amend the Original Consent Judgment (the Original Consent Judgment, as so amended, is referred to herein as the "Consent Judgment") to provide for the relocation of the tot lot playground to another location within the Development and to limit the use of the tot lot playground to occupants of dwellings located within the Development and their invitees.

P. WHEREAS, the Original Final Site Plan was modified, with the Township's approval, to reflect such relocation of the tot lot playground.

Q. WHEREAS, the Developer and Township desire to amend and restate the Original Development Agreement to, among other things, further address the relocation of the tot lot playground and to reduce the amount of the various letters of credit, bonds and/or other security provided for in the Original Development Agreement to reflect improvements and other work previously performed with respect to phase one of the Development and to defer the requirement of any security for phase two of the Development until the commencement of any grading, site work or the issuance of any building permit for any work in phase two of the Development.

R. WHEREAS, as of the date of this Agreement, the Developer has built and sold 41 of the 90 planned Condominium Units in Phase One of the Development and has not yet started work on Phase Two.

S. WHEREAS, the Developer has transferred control of the Association to the non-Developer owners of Units located within Phase One pursuant to the Master Deed and the parties hereto desire to further amend the Original Development Agreement to provide that the Original Development Agreement can only be modified or amended with the consent of the Developer, the Township, the Association, and, if applicable, the Phase Two Association (as hereinafter defined).

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 approval of the Developer's final site plan for the Development, the parties hereby amend and restate the Original Development Agreement in its entirety and agree as follows:

## **ARTICLE I GENERAL TERMS**

**1.1 Recitals Part of Agreement.** The Developer, the Township and the Association acknowledge and represent that the foregoing recitals are true, accurate and binding on the respective parties and are an integral part of this Agreement.

**1.2 Zoning District.** The Township acknowledges and represents that the Development is zoned PC (Planned Community) and may be developed pursuant to the Consent Judgment and, for purposes of recordation, it shall be referred to as Woodside Village.

**1.3 Approval of Final Site Plan.** The final site plan for the Development, as modified, with the Township's approval, see attached **Exhibit "C"** and made a part hereof (the "Final Site Plan"), has been approved pursuant to the authority granted to and vested in the Township pursuant to the Zoning Enabling Act, MCL 125.3101 *et seq.*, as amended.

**1.4 Conditions of Final Site Plan Approval.** The Developer, the Township and the Association acknowledge that the approved Final Site Plan for the Development incorporates the Township's approved conditions and requirements that were adopted by the Township Planning Commission pursuant to recommendations by the consultants and departments of the Township.

**1.5 Agreement Running with the Land.** The terms, provisions and conditions of this Agreement shall be deemed to be of benefit to the Development described herein, shall be deemed a restrictive covenant which shall run with the land and be binding upon and inure to the benefit of the parties and their successors and assigns; and may not be modified or rescinded except as provided in Section 3.1 below. Anything to the contrary herein notwithstanding, no person who is neither a party hereto or the successor or assignee of a party shall be deemed an intended contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof.

**1.6 Master Deed, By-Laws and Restrictions.** The Master Deed and By-Laws for the Development and the restrictions and conditions contained therein have been submitted by the Developer, approved by the Township and recorded with the Washtenaw County Register of Deeds, Liber 4556, Page 829, Condominium Plan No. 521, which included 90 phase one lots, which Master Deed was amended pursuant to a First Amendment to Master Deed recorded with the Washtenaw County Register of Deeds in Liber 4662, Page 835, and as further amended by a Second Amendment to Master Deed which has been approved by the Township and has been or will be recorded with the Washtenaw County Register of Deeds (each of such Master Deed and By-Laws, as amended and described above and as the same may hereafter be amended from time to time with the Township's approval, if required as set forth below, are referred to herein as the "Master Deed" and "By-Laws", respectively). The Township shall retain the right, but shall have no obligation, to enforce certain of the provisions of said documents if the Township

determines enforcement to be necessary in the interests of public health, safety or welfare and if specific enforcement rights are granted to the Township in such documents. Any additional amendments to the aforesaid Master Deed or By-Laws must be approved by the Township in those instances where the provisions of the Master Deed or By-Laws provide for the Township's approval, which approval shall not be unreasonably withheld. Except as otherwise provided for in this agreement, the Association shall be responsible for the maintenance of all site improvements including but not limited to non-motorized trails, open space, storm water management system, sidewalks and private roads, parking lots, tot lots and similar amenities in the Development, all as more fully set forth in the Master Deed and By-Laws, as amended.

Developer shall not be responsible for the payment of Association assessments, except with respect to Units owned by Developer which contain a completed residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from the Township. In addition, in the event Developer is selling a Unit with a completed residential dwelling thereon by land contract, the land contract purchaser shall be liable for all assessments and Developer shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Further, for each Unit that the Developer owns in Phase I that does not have a completed residential dwelling, Developer shall pay 1.12% of all maintenance expenses actually incurred by the Association, from time to time for street and utility maintenance, landscaping, sign lighting and snow removal, but excluding funds paid into any reserve, management fees and expenses related to the maintenance, repair and use of Units in the Development that are not owned by Developer. In no event shall Developer be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to Units that are owned by Developer which contain completed and occupied residential dwellings. Any assessments levied by the Association against Developer for other purposes, without Developer's prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. For purposes of this Section 1.6, a "Unit" means a site condominium unit that is depicted on the Condominium Subdivision Plan attached to the Master Deed as **Exhibit B**, as the same may be amended from time to time.

The parties acknowledge that as of the date of this Agreement, the Master Deed covers only Phase One of the Development and includes only 90 Units. The Developer no longer has the unilateral right to amend the Master Deed to include phase two of the Development. Such an amendment would require the consent of two-thirds of the votes of owners of Units that are then entitled to vote. As a result, the possibility exists that phase two of the Development may not be able to be added to the condominium project covered by the Master Deed. Notwithstanding anything to the contrary contained in this Agreement, the Developer shall have the right to develop phase two as a separate condominium project pursuant to a Master Deed and By-Laws approved by the Township, which approval may not be unreasonably withheld or delayed. If such a separate condominium project is created, a separate condominium association for such project (the "Phase Two Association") would be created and an agreement shall be entered into by Developer, the Association and the Phase Two Association which provides for reciprocal easements for vehicular and pedestrian ingress and egress, drainage and the PGD (as hereinafter defined), and if necessary, for utilities, an easement for the benefit of Phase Two to install and maintain a sign identifying Phase Two in the entrance area to Phase

One off of Ridge Road, and an easement in favor of the Developer to maintain and install in such entrance area for sale and marketing signs with respect to Phase Two. Subject to the obligations of the Developer in Section 2.7, such agreement shall also provide for cost sharing between Phase One and Two of the costs incurred in maintaining, repairing and replacing Scarlett Oak Drive and the portion of Whispering Willow Circle that is immediately adjacent to Units 87-110 of the Development, the entrance area, any signs within the entrance area that identifies the entire Development, the PGD and the detention ponds located within the Development. Each Phase's proportionate share of such costs would be determined at any point in time by dividing the total number of Completed Units located within such Phase as of such point in time by the total number of Completed Units located within the Development as of such point in time. A "Completed Unit" shall mean a condominium unit or residence for which a certificate of occupancy or the equivalent thereof has been issued by the Township. If such a separate condominium project is created, the Developer, Township, Association and Phase Two Association shall make reasonable modifications to this Agreement to account for such separate condominium project and separate association.

## **ARTICLE II PROVISIONS REGARDING DEVELOPMENT**

**2.1 Permitted Principal Uses.** The only permitted principal use within the Development shall be detached single-family dwellings, along with any other accessory uses and/or amenities permitted under the Township's ordinances and/or the Consent Judgment.

**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. Construction permit fees for single-family residences and accessory buildings to be constructed within the Units in the Development shall be the responsibility of the party requesting such permits.

**2.3 General Common Element Open Space and Park Areas.** Each co-owner of a Unit in the Development shall have the non-exclusive right to use open space areas shown on the Final Site Plan for the Development for the purposes provided in this Article II, as more fully set forth in the Master Deed and By-Laws.

**2.4 Use of Detention Areas; Use of Open Space and Park Areas.** Certain portions of the Development as defined herein are to be used for storm water detention and drainage, recreation, open space, floodplain, and wetland purposes as depicted in the approved drainage plan and/or site plan. Except for sidewalks, landscaping improvements, storm drainage improvements, the tot lot playground and related improvements to be relocated to open space area as more particularly described in Section 2.45 of this Agreement, utilities or other improvements required to be installed by the Developer and which are depicted on plans and specifications approved by the Township, no improvements shall be installed or constructed within any common element designated on the Final Site Plan as open space area, park area, detention area, wetlands, or wetland mitigation area without the prior approval of the Township as required by Township's Zoning Ordinance or the Master Deed or By-Laws, which approval shall not unreasonably be withheld.

**2.5 Letters of Credit for Phase One and Two.** Simultaneously herewith, the Developer has delivered to the Township an irrevocable letter of credit in the amount of

\$140,000 issued by \_\_\_\_\_ naming the Township as the beneficiary thereof (such letter of credit, as the same may be amended or replaced from time to time as expressly provided in this Agreement, is referred to herein as the "Phase One Letter of Credit") and the Township has returned to the Developer (a) seven letters of credit in the aggregate amount of \$1,645,500.00 issued by Comerica Bank and that name the Township as the beneficiary thereof, which seven letters of credit were previously furnished by the Developer to the Township pursuant to the Original Development Agreement, and (b) a letter from the Township authorizing Comerica Bank to cancel such seven letters of credit. The amount of the Phase One Letter of Credit was determined based upon the amounts allocated to various aspects of the development of phase one as set forth in **Exhibit "B"** attached hereto. Prior to the commencement of any grading, site work or the issuance of any building permits for any work in phase two of the Development, the Developer shall deliver to the Township an irrevocable letter of credit that names the Township as the beneficiary thereof in an amount equal to an estimate of costs for the following items with respect to phase two of the Development that (i) has been issued by an engineer acceptable to the Developer and Township and (ii) has been approved by the Developer and Township, which approval may not be unreasonably withheld or delayed (the "Phase Two Cost Estimate") (such letter of credit, as the same may be amended or replaced from time to time as expressly provided in this Agreement, is referred to herein as the "Phase Two Letter of Credit"; the Phase One Letter of Credit and the Phase Two Letter of Credit are referred to herein individually as a "Letter of Credit" and collectively as the "Letters of Credit"):

- (A) Maintenance of unsold lots;
- (B) Site improvements to be installed in Phase Two pursuant to the Final Site Plan;
- (C) Installation of underground public utility infrastructure;
- (D) Repairs to underground public utility infrastructure;
- (E) Installation of street trees; and
- (F) Installation of monuments and corner markers.

A Letter of Credit may be drawn upon by the Township only as expressly permitted in this Agreement. A Letter of Credit shall be returned by the Township to the Developer when all of the conditions to its release set forth in **Exhibit "B-1"** attached hereto have been satisfied. Whenever a Letter of Credit is to be reduced pursuant to this Agreement, such reduction shall be effected by the delivery by the Developer to the Township of either an amendment to the Letter of Credit that provides for such reduction or, as a replacement for such Letter of Credit, a new irrevocable letter of credit in the reduced amount that names the Township as the beneficiary thereof, and in the case of a new letter of credit, the Township shall simultaneously deliver to the Developer the Letter of Credit that is being replaced by such new letter of credit.

**2.6 Maintenance of Unsold Units.** Except for those items which are or become the responsibility of the Association under this Agreement or the Master Deed, the Developer shall be responsible for maintaining all unsold units and general common elements, in accordance with the provision of paragraph 1.6 herein, in a manner consistent with a residential atmosphere until control is turned over to the Association under the Master Deed and Bylaws. The Township shall notify the Developer in writing of any problems or issues and shall allow the Developer thirty (30) days for the problems to be addressed to the Township's reasonable satisfaction before the Township addresses the problem. Examples of such issues may include, but are not limited to, soil erosion, drainage, grading, vegetation establishment, vegetation management, and any other issues relevant to maintaining a residential atmosphere. Notwithstanding this Section, turf grass, weeds and brush on unsold Units will be maintained and

enforced according to the Township's current ordinance applying to such. Additionally, in emergency conditions where public health, safety, and welfare are of concern shall allow for a shorter requirement to respond, and in critical emergencies, the Township may need to take immediate action after notifying the Developer. If the Developer fails to correct such problems within the required time period, the Township may draw down under the Letters of Credit an amount necessary to pay the out-of-pocket costs incurred by the Township in correcting such problems. The Developer shall receive partial reductions in the amount of a Letter of Credit as individual units within the phase of the Development to which such Letter of Credit pertains receive final certificates of occupancy by providing written notice of completion to the Township. The reduction shall be made annually, and be based on (a) the percentage of units within the phase to which such Letter of Credit pertains that have received final certificates of occupancy (except for those units that have received final certificates of occupancy as of the date of this Agreement) and (b) the portion of such Letter of Credit allocated to the maintenance of unsold units as set forth in **Exhibit "B"** attached hereto in the case of phase one or in the Phase Two Cost Estimate in the case of phase two; provided, however, that any such Letter of Credit shall be reduced by the total amount of the portion of such Letter of Credit allocated to the maintenance of unsold units upon the issuance of final certificates of occupancy for at least 95% of the units located within the phase to which such Letter of Credit pertains.

**2.7 Completion of Site Improvements.** The Developer has installed and will install certain site improvements as reflected in the approved Final Site Plan of the Development, including, but not be limited to, streets and drives, parking lots, walkways, grading, required landscaping, tot lots, required screens, sidewalks, street lighting, storm drainage systems, and utilities (water and sewer). All site improvements have been separated into two (2) construction phases. Phase two shall be installed, as depicted on the phase plan attached hereto as "**Exhibit D**", in conjunction with the Final Site Plan and approved final engineering plans by not later than the time of application for the building permit for the construction of the 91<sup>st</sup> home in the Development. Prior to making site improvements to phase two of the Development, the Developer must obtain engineering review and approval from the Township of the portion of the Final Site Plan that applies to phase two and provide the Township with reasonably satisfactory evidence that all required permits and approvals from other governmental authorities for the site improvements to phase two have been obtained and are in effect. The Developer shall receive partial reductions in the amount of a Letter of Credit as improvements within the phase to which such Letter of Credit pertains are completed (except for those improvements completed as of the date of this Agreement) by providing written notice of completion to the Township, as set forth in this Section.

During the construction of site improvements to Phase Two, whenever reasonably possible, all construction traffic shall be routed onto streets within the Development that have not been paved with the final wearing course of asphalt. Upon completion of homes within at least 95% of the units in Phase Two, the Township's Engineer shall evaluate the pavement conditions of all roadways located in Phase One. Any damage to such roadways caused by construction traffic, as determined in the reasonable opinion of the Township Engineer, shall, as reasonably agreed upon by the Developer and Township Engineer, either be repaired, reconstructed or resurfaced by the Developer. Any such repair, reconstruction or resurfacing shall be subject to inspection by the Township Engineer. All out-of-pocket costs incurred by the Township with respect to the foregoing inspections of the roadways in phase one shall be paid by the Developer.

**2.8 Responsibility to Preserve, Retain, and Maintain General Common Element Areas.** During any period of construction, the Developer shall regularly remove all construction debris and rubbish from the General Common Element areas within the Development, including such General Common Element areas as are to be established as Open Space, Park (including pathways within the Development), and Detention Areas. Subject to that continuing responsibility and the provisions of Section 1.6 herein, the Association shall retain all responsibility to preserve, retain, maintain and keep up the General Common Element areas established as "open space, park and detention" areas and landscaping areas, whether arising under this Agreement or any other open space maintenance agreements entered into with the Township or other governmental entities, effective as to any such portion of the General Common Element areas from and after the date of final acceptance by the Township.

**2.9 General Common Element Open Space, Park and Detention Area Rules.** The Developer shall be responsible for maintaining the function of and for removing any man-made debris that is deposited in the General Common Element Open Space Areas, Park Areas (including pathways within the Development), and Detention Areas during any period of construction and shall, during construction, maintain the areas to ensure that they are reasonably free of trash, rubbish or unsightly weeds and shall maintain the landscaping in an attractive state. During any period of construction, Developer shall preserve and retain the General Common Element open space areas within the site in their natural state, with minimal intrusion, subject to the right of Developer to install, maintain and repair the site (including the staging of equipment and materials) as identified in the Final Site Plan or the plans and specifications for the site which have been approved by the Township. After the Association becomes responsible for such General Common Element open space, park, and detention areas, following inspection by the Township Engineer, the Association shall have the right to establish such additional reasonable rules and regulations with respect to the use and enjoyment of such General Common Element areas as the Association may deem necessary or desirable to insure the proper preservation and functioning of such open space, park, and detention areas.

**2.10 Township Right of Enforcement Regarding General Common Element Open Space, Park, and Detention Areas.** In the event the Developer or Association fails at any time to preserve, retain, maintain or keep up the General Common Element Open space, park (including pathways within the Development), landscaping, or detention areas in accordance with this Agreement, the Township may serve written notice upon the Developer or the Association setting forth the manner in which the Developer or the Association has failed to maintain or preserve the General Common Element open space, park, and detention 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 modification thereof, are not cured within such thirty (30) day period or any extension thereof, the Township, in order to prevent the General Common Element open space, park, and detention areas from becoming a nuisance, may, but is not obligated to, enter upon the General Common Element open space, park, and detention areas and perform the required maintenance or otherwise cure the deficiencies. The Township's reasonable cost to perform any such maintenance or cure, together with a surcharge equal to fifteen (15%) percent for administrative costs, shall be assessed against the Developer and/or the Association and its members, with a pro rata share of such cost placed on the Township's tax rolls for each Unit in the Development.

**2.11 Storm Water Management.** No part of any detention pond area located within the Development shall be allowed to remain in a non-functional and unkempt condition. All grass and growth located within the Development shall be maintained and cut in accordance with Township ordinances. The inlets and outlets of the five detention basins, including the sediment forebays, standpipes, and storm sewers located within the Development shall be kept functioning as originally designed and approved. Without abrogating or limiting the Developer's continuing responsibility to remove all construction debris during any period of construction and following correction of any site improvement deficiencies indicated in the final site plan inspection by the Township Engineer, subject to the provisions of Section 1.6 herein, the Association shall have responsibility to preserve, retain, maintain and keep operational such detention basin areas, inlet and outlet areas, etc., whether arising under this Agreement or any other park/open space maintenance agreements or other maintenance and/or easement agreements entered into with the Township or other governmental entities, from and after the date of certification by the Township engineer that he has inspected the required improvements and is reasonably satisfied that they are proper and complete.

In the event the Association at any time fails to maintain or preserve such detention basin areas, the inlet and outlet areas, etc., in accordance with this Agreement, the Township may serve written notice upon the Association, as applicable, setting forth the deficiencies in the maintenance and/or preservation of the detention basin area, inlet and outlet areas, etc. Said written notice shall include a demand that deficiencies in maintenance and/or preservation be cured within thirty (30) days of the date of said notice. If 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, and in order to prevent the detention basin areas, inlet and outlet areas, etc. from becoming a nuisance, the Township shall have the right, but not the obligation, to enter upon the detention basin areas, inlet and outlet areas, etc. and perform the required maintenance and/or preservation to cure the deficiencies. The Township's reasonable cost to perform any such maintenance and/or preservation, together with a fifteen (15) percent surcharge for administrative costs, shall be assessed against the Association and its members, with a pro rata share of such cost placed on the Township's tax rolls for each Unit in the Development.

A Permanent Groundwater Depression System ("PGD") designed to perpetually lower the existing groundwater conditions to accommodate the installation and continuous maintenance of basements has been installed. The Developer or the builder of a home within a unit will verify the groundwater elevation at each unit at the time of construction of each home in order to monitor the functionality of the PGD. The Association shall monitor and annually inspect the PGD. Any observed deficiencies shall be investigated and rectified immediately. Copies of the reports shall be submitted to the Township for its files. It has not yet been determined whether the installation of a high water sensor in one of the structures that will alarm a potential failure of the PGD is necessary. If, prior to the issuance of final certificates of occupancy for at least 95% of the units within each of the Phases, it is reasonably determined by the Township and Developer that the installation of such sensor is necessary, the Developer shall promptly thereafter install such sensor in one of the structures. If the Developer fails to install such sensor promptly after such determination has been made, the Township can install such sensor and draw down under the Letters of Credit an amount necessary to pay the out-of-pocket costs incurred by the Township in installing such sensor. The Association is responsible for conducting maintenance and inspections, as outlined on the approved final engineering plans and

Master Deed, as well as any improvements that may be necessary, resulting from said inspections to ensure the functionality of the PGD system.

In the event the Association at any time fails to follow said maintenance and inspection guidelines as set forth above and in the Groundwater Suppression System Description) within thirty (30) days following written notice from the Township, the Township shall have the right, but not the obligation, to enter upon the Development and perform the required activity to cure the deficiencies. The Township's reasonable cost to perform any such maintenance and/or preservation, together with a fifteen percent (15%) surcharge for administrative costs, shall be assessed to the owner of the site (which, in the case of the association, may be deemed to be the members of the association) 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.

The Developer has provided the Township with written, recordable easements to all drains and retention/detention basin areas, inlet and outlet areas for monitoring purposes.

**2.12 Landscape Plan for Development.** The Developer has provided, and the Township has approved, a complete landscape plan for the Development as part of the Final Site Plan, depicting the type, size, and location of landscaping materials including all planned irrigation systems. See attached exhibit G for irrigation plan.

**2.13 No Disturbance of Wetlands.** No regulated wetland within the Development shall be modified in any manner by any person or entity unless all necessary permits for such modification have been issued by all governmental units or agencies having jurisdiction over such wetlands.

**2.14 Township Wetland Ordinance.** Developer has complied and shall in the future comply with the Township's Wetland Ordinance in effect as of December 9, 2004, including such requirements as may be imposed in that ordinance with respect to stream corridors, floodplains, wetland preservation and approved mitigation. The Township acknowledges that the approved Final Site Plan and final engineering plans comply with the Township's Wetland Ordinance. The Developer shall further comply with wetland mitigation requirements, if any, imposed in connection with the issuance of any permit that may be required from the Michigan Department of Environmental Quality ("MDEQ) and the Developer shall provide the Township with all correspondence concerning any wetland mitigation process carried out pursuant to such approvals as may be issued by the MDEQ. The Final Site Plan depicts approximately 1.79 acres of mitigation area. The reviewed and approved mitigation plan was provided to the Township on April 27, 2007.

The Developer has established a conservation easement, recorded on October 20, 2006 at Liber 4588 Page 322 Washtenaw County Register of Deeds for the preservation of wetland areas, stream corridors, floodplains, wetland mitigation areas as shown on the approved Final Site Plan. The Master Deed shall reserve to the Developer the right to encumber the wetland and wetland mitigation areas designated as such on the final site plan with conservation easements running to the benefit of the Township or such other appropriate government entity with jurisdiction over such areas for the preservation of those areas. A recorded copy of the conservation easement was provided to the Township on April 27, 2007.

**2.15 Private Roads.** All roads within the Development shall be private streets as depicted on the approved Final Site Plan. Such streets shall be hard surfaced and constructed in accordance with the standards of the Washtenaw County Road Commission, except that the roads shall have the dimensions, pavement cross section and curb specifications indicated on the Final Site Plan. During the various stages of road construction, the Developer shall notify the Township Engineers, at least 72-hours in advance, of scheduled construction of the following:

- a. Finished subgrade surface,
- b. Underground road drainage and utility installation,
- c. Complete subbase,
- d. Complete base course, and
- e. Bituminous placement.

The Developer shall provide a plan for signs and installation of street name signs according to Washtenaw County Road Commission specifications, and shall install such temporary warning signs during the construction period as are appropriate to protect the health, safety and welfare of the public. The Developer shall be responsible for installing all permanent signage according to the approved Final Site Plan. The Developer has installed two temporary gravel road turnarounds as shown on the most recent plans approved by the Township Fire Department dated April 17, 2007.

**2.16 Public Sewer.** The Development has been and shall be developed with public sanitary sewer as approved by the Charter Township of Superior, Ypsilanti Community Utilities Authority, and the Michigan Department of Environmental Quality, subject to applicable laws and regulations. All standard connection and inspection costs and fees imposed by the Township, or other regulatory agencies, including, but not limited to, engineering inspections, shall be paid by the Developer or its successors (e.g. builders or homeowners). In no event shall the Township be responsible for reimbursing the Developer and/or any Unit owner for costs incurred as required under this Section, unless the Township has unlawfully prevented the Developer from completing the Development. The Developer received a waiver of the Township's sewer availability fees in consideration of its installation of site utilities and payment for the "Woodside Share" (as defined in Section 2.19 of the Initial Development Agreement) of the Section 36 utilities project (as defined in Section 2.19 of the Initial Development Agreement). Developer agrees, for itself and its successors and assigns, that neither Developer nor its successors or assigns shall do any work on or in preparation for the installation of "public sewer" on the site without the appropriate permits; provided, however, that Developer shall not be liable for the actions of its successors and assigns.

**2.17 Public Water.** The Development has been and shall be developed with public water mains as approved by the Charter Township of Superior, the Ypsilanti Community Utilities Authority, Detroit Water and Sewerage Department, and the Michigan Department of Environmental Quality, subject to applicable laws and regulations. All standard connection and inspection costs and fees imposed by the Township, or other regulatory agencies, including but not limited to, engineering inspections, shall be paid by the Developer or its successors (e.g. builders or homeowners). In no event shall the Township be responsible for reimbursing the Developer and/or any Unit owner for costs incurred as required under this provision, unless the Township has unlawfully prevented the Developer from completing the Development. Further, Developer acknowledges that the Township shall not issue utility connection permits or building permits unless and until the public utilities required to be constructed by the Township under this

Agreement and/or to facilitate the Development are substantially complete. (However, notwithstanding the foregoing, as set forth in paragraph 2G.7. of the Consent Judgment, Developer has the right to construct four (4) model homes prior to completion of off-site utilities). Developer agrees, for itself and its successors and assigns, that neither Developer nor its successors or assigns shall do any work on or in preparation for the installation of "public water" on the site without the appropriate permits; provided, however, that Developer shall not be liable for the actions of its successors and assigns.

**2.18 Completion of Public Utilities.** The Phase Two Letter of Credit shall be reduced by the portion thereof allocated to the completion of public utilities in the Phase Two Cost Estimate upon the later of (a) two years after the Township issues final acceptance of Public Utilities for phase two or (b) completion of homes within at least 95% of the units located within the Development.

**2.19 Repair of Public Utilities.** The Township may draw down under the Letters of Credit an amount necessary to pay the out-of-pocket costs incurred by the Township to repair any damages which occur to the underground utility infrastructure within a phase of the Development installed by the Developer after substantial completion of such phase but prior to final acceptance of such utility infrastructure within such phase if the Developer (or the Developer's successor or assign) does not complete such repairs within a reasonable amount of time after the Township's request. The Phase One Letter of Credit shall be reduced by the portion thereof allocated to the repair of public utilities as set forth in attached **Exhibit "B"** within 30 days after the Township issues final acceptance of Public Utilities for phase one. The Phase Two Letter of Credit shall be reduced by the portion thereof allocated to the repair of public utilities in the Phase Two Cost Estimate within 30 days after the Township issues final acceptance of Public Utilities for phase two.

**2.20 Off-Site Utility Improvements.** The Development has been and shall be developed with public water mains and public sanitary sewer as approved by the Charter Township of Superior, the Ypsilanti Community Utilities Authority, Detroit Water and Sewerage Department, and the Michigan Department of Environmental Quality, subject to applicable laws and regulations. Easements for this project have been provided, approved and recorded with the Washtenaw County Register of Deeds Office.

**2.21 Fees and Escrow Amounts.** The Developer (or the Developer's successors or assigns, which may include a residential builder or individual Unit owner) shall pay a Trunk and Transmission fee in an amount equal to the Township's then current fee schedule as approved by the Board of Trustees (currently such fees are \$5,000 for water for each Unit and \$5,500 for sanitary sewer for each Unit), which shall be due and payable each time a building permit is obtained for a house on any Unit within the Development. The Developer also paid to the Township **\$91,800.00** prior to the pre-construction meeting as an escrow to cover the costs of inspection of the public utilities and private roads to be constructed as a part of the Development. This escrow has been depleted and increased from time to time to cover the costs of continual inspection on the Development. The Developer will deposit additional funds from time to time to cover the costs of inspections performed by the Township's consultants, as outlined in the Zoning Ordinance and Engineering Standards.

**2.22 Drainage District.** The on-site storm system for Woodside Village is a privately controlled system which eliminates the necessity of creating a new district or including it in an existing district with the Washtenaw County Drain Commissioners Office.

**2.23 Utilities Along Ridge Road.** The Developer has installed public water main and sanitary sewer across the frontage of their site to allow for future connection by neighboring parcel to the north, south, and within the proposed Woodside development.

**2.24 Water Main to Westridge.** Developer has installed an 8 inch metered watermain connection, as depicted on the plans prepared by the Developer's Engineer with a revision date of October 3, 2012.

**2.25 Sump Pump Discharge.** Sump pump discharge (footing drains, roof drains, etc.) will be at grade as set forth in the Final Site Plan. The minimum size for sump pump applications will be 3 inches. Sump pump discharge may be allowed to connect to the on-site storm sewer system (not the PGD); however, connections must occur at a structure, and not in areas identified on the approved Engineering plans where the sump pump discharge was to be directed towards the wetland areas.

**2.26 Building Exteriors.** If vinyl, aluminum, or steel siding is to be installed on any dwelling, the area of all such siding shall not exceed fifty percent (50%) of the total area on the front and side elevations of the dwelling. All exposed exterior surfaces of a building's front and side elevations, inclusive of window and door surfaces, shall be calculated in order to represent 100 percent of the exterior wall surface. A minimum 6 inch roof overhang shall be provided at all dwellings' eaves and gables. Pursuant to the Consent Judgment, all dwellings will have at least 50% brick facades, or in lieu of brick, can be constructed of so-called "James Hardie Siding" in combination with other materials allowed under applicable Township ordinances and building codes

**2.27 Driveways.** All driveways shall be constructed of Portland Cement Concrete. Internal roads within the Project will be private roads. Driveways shall be 6-inches thick through the drive approach and sidewalk. Driveways from house side of sidewalk to the garage opening shall be 4-inches thick. All driveways shall have a maximum grade of eight percent (8%).

**2.28 Engineering Approval of Plans.** In accordance with Superior Township Ordinance and Superior Township Engineering Design Specifications, no construction work or grading shall be performed on the Development until engineering plans are reviewed and approved.

**2.29 Easements for and Assignments of Sewer and Water Lines.** The Developer has provided public utility easements for Phase One, which have been approved by Township staff and recorded with the Washtenaw County Register of Deeds Office. The Developer shall provide public utility easements prior to the issuance of any building permits in Phase Two. Upon approval from Township staff public utility easements for Phase Two shall be recorded with the Washtenaw County Register of Deeds. Recording fees are the responsibility of the Developer.

**2.30 Sidewalks and Non-Motorized Trails.** The Developer has and shall install sidewalks on both sides of all private streets in the Development as shown on the Final Site Plan.

The Developer may assign the obligation to install sidewalks adjacent to individual Units to the builders building homes in the Development, but shall retain responsibility for such installation. Any sidewalks, bike paths and non-motorized trails installed by the Developer, its successors or assigns within the interior of the Development, shall be maintained by the Association. Sidewalks shall be completed for each individual Unit or a bond placed with the Township prior to issuance of a certificate of occupancy for that Unit. Sidewalks shall be built according to the adopted Township Engineering Standards and inspected by the Township Engineers. Fees for sidewalk inspections must be paid before a Unit is inspected. No sewer/water manholes shall be in sidewalks or driveways. The Developer shall notify the Township Engineers, at least 72-hours in advance, of scheduled construction.

**2.31 Ridge Road Non-Motorized Trail.** The Developer has installed an eight (8) foot wide hard-surface non-motorized trail along the frontage of the site between station 1 + 56 and station 6 + 49 per Washtenaw County Road Commission requirements. See attached exhibit F.

**2.32 Harvest Moon Park Non-Motorized Trail.** Consistent with the Consent Judgment, the Developer agrees to install an eight-foot wide asphalt path extending from the northwest corner of the Woodside Development through the Township Park property located west to connect to an existing trail. Two potential locations of the trail are depicted on attached exhibit H. The Developer and Township shall determine the location of the trail prior to the start of phase two construction. The approved trail will be constructed prior to the issuance of any building permits in Phase Two.

**2.33 Tree Preservation.** Trees shown to be preserved on the Final Site Plan shall be protected from encroachment by tree fencing installed at the drip line of the tree at all times during all phases of development and, if damaged or removed, each tree shall be immediately replaced by a like variety no less than four (4") inches in diameter. The Developer shall not be required to comply with any woodland ordinance now or hereafter in effect, however, in recognition of the Township's desire to preserve and enhance woodlands within the Township, the Developer agrees to donate 50 trees (25 6-foot evergreen and 25 2.5" caliper deciduous) to the Township's tree fund, prior to the issuance of any building permits in Phase Two.

**2.34 Street Trees.** The Developer shall be responsible for installing within ten (10) feet of the street right-of-way line one (1) street tree for every individual Unit frontage, as indicated on the Final Site Plan. The Developer may contractually assign its street tree installation obligation for any particular Unit to a third party, provided Developer remains directly liable to the Township for the installation of a street tree on such Unit. The Developer shall inform the Township in writing of the **date of the planting** of the street trees or a portion thereof and the Developer shall be responsible for replacing any street tree on a particular Unit which is determined by the Developer or the Township's representative within one (1) year after such street tree's installation to be diseased, dead or dying. The Developer shall receive partial reductions of a Letter of Credit for individual unit trees that have been installed for at least one year within the phase of the Development to which such Letter of Credit pertains. The reduction shall be made annually and based on (a) the percentage of units within such phase for which a street tree has been installed therein for at least one year (excluding units within which a street tree has been installed for at least a year as of the date of this Agreement) and (b) the portion of the Phase One Letter of Credit allocated to street trees in attached **Exhibit "B"** in the case of street trees installed within units in phase one or the portion of the Phase Two Letter of Credit allocated to street trees in the Phase Two Cost Estimate in the case of street trees installed within

units in phase two; provided, however, that any such Letter of Credit shall be reduced by the total amount of the portion of such Letter of Credit allocated to street trees (1) year after the street trees have been installed within at least 95% of the units located within the phase to which such Letter of Credit pertains. The Township shall reserve the right to use the Letters of Credit to pay the out-of-pocket cost incurred by the Township in replacing any such trees if the Township determines the need to replace trees that the Developer has not replaced and that the Developer is required to replace.

**2.35 Construction Access.** Developer shall take all reasonable measures requested by the Township to reduce any dust created by trucks traveling to and from the construction site, which measures may include, installing brine on the roads, when requested by the Township, as well as deploying a water truck on site when dust conditions create a nuisance during the site development stage of construction, the expense of which shall be born exclusively by the Developer.

**2.36 Construction Work Schedule.** Construction work within the Development (including excavation, demolition, alteration and erection) and construction noises shall be prohibited at all times other than

Monday through Friday from 7:00 A.M. to 6:00 P.M.

Saturday from 8:00 A.M. to 5:00 P.M.

The Township may issue a work permit for hours other than those identified immediately above upon written request of the owner or owner's representative. The request must demonstrate unusual or unique circumstances relating to the proposed construction hours.

**2.37 Monuments/Corner Markers.** The Letters of Credit funds will be drawn on by the Township to pay the out-of-pocket costs incurred by the Township in installing monuments and corner markers in phase two as required by the Michigan Condominium Act in the event that the Developer is unable to satisfy the Township Engineer that the monuments and corner markers in Phase Two are installed and correct as required by the Michigan Condominium Act. The Phase Two Letter of Credit shall be reduced by the portion thereof allocated to monuments and irons in the Phase Two Cost Estimate when the Township is furnished with a written certification from a surveyor, licensed in the State of Michigan and reasonably acceptable to the Township, that he or she has caused all monuments and unit markers as shown on the final engineering plans to be correctly located in the ground of phase two.

**2.38 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 and detention/retention facilities have been constructed in substantial accordance with the approved engineering plans. All inspections for water and sewer (sanitary and storm) installations are to be performed by the Township engineers, with applicable fees paid by 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 zip disk or CD format that is in conformance with the Charter Township of Superior Standards for Submitting Digital As-Built Drawings, Revised May 2003 as amended.

**2.39 Underground Utilities.** The Developer has and shall install all electric, telephone and other communication systems underground in accordance with requirements of the applicable utility company and applicable Township Ordinances. No underground utility structures, i.e. manholes, shall be permitted in sidewalks or driveways per Superior Charter Township Engineering Standards.

**2.40 Removal of Construction Debris.** In addition to its responsibilities under Section 2.6, above, the 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; provided that the responsibility under this Section shall be deemed transferred to any subsequent owner of a portion of the Development as to that portion. No burning of any kind will be allowed on the site, including the burning of trees, brush, stumps, or vegetative materials, while clearing the site, or of construction materials during construction.

**2.41 Site Grading and Building Setbacks.** The Developer or the Developer's representative shall certify that the as-built lot grading conforms to the Township approved site and engineering drawings within industry standards, and that building setbacks conform to the Township approved site and engineering drawings. This certification shall be prepared by and bear the seal of a professional land surveyor licensed in the State of Michigan. The certification shall be submitted as directed on forms provided by the Township (**Exhibit "E"**).

The Township shall have the right to spot-check certification grades at its own discretion. The final certificate of use and occupancy of each unit shall be withheld until the lot grading/setback certification is received and approved by the Township. The Township shall have the right, at its own discretion, to waive some or all of the lot grading and building setback certification requirements.

**2.42 Floor Area Ratio and Ground Floor Coverage.** In furtherance of the flexibility provided by the Consent Judgment and recognizing certain constraints imposed by the features of the Property, the Developer, its successors and assigns shall be permitted to construct dwellings within the Development up to a maximum Floor Area Ratio of .504 and a maximum Ground Floor Coverage of .336. Also the Developer shall be permitted to construct dwellings within the Development with a maximum Floor Area Ratio of .580 and maximum Ground Floor Coverage of .336 on the following 62 lots, 3-13, 16-18, 24-26, 28-29, 34-39, 47, 96, 100-102, 106-109, 117-121, 124-129, 133-137, 139-140, 142, 144-145 and 169-175. In areas approved for a .580 (FAR), the Township may require a variety of front building elevations to prevent no more than three identical side by side elevations. By way of example, assuming a minimum site condominium unit land area size of 5,000 square feet as depicted on the Final Site Plan, a dwelling of 2,520 square feet could be constructed (i.e.,  $5,000 \times .504 = 2,520$ ). This square footage calculation excludes the basement, decks and/or patios (unless enclosed) but includes any accessory structures such as a shed. In this example, the Ground Floor Coverage (first floor footprint and any accessory structures, such as a shed) could not exceed 1,680 square feet (i.e.,  $5,000 \times .336 = 1,680$ ).

**2.43 Offsite Roadway Improvements.** Developer has completed all required offsite roadway improvements as set forth in the original Development Agreement as amended.

**2.44 Open Space.** Developer submitted an updated area plan and amended the Master Deed showing the addition of extra open space within the Development. Three Ridge Road lots were added as future open space to the Woodside Village project. See attached Exhibit I for open space calculations.

**2.45 Relocation of Tot Lot Playground.** The Developer shall relocate the tot lot playground, which consists of a swing set, jungle gym and benches, to the open space identified on **Exhibit "J"** attached hereto. The tot lot playground, as relocated, shall be available for use only by the occupants of dwellings located within the Development and their invitees. The Developer shall remove the parking area located adjacent to the present location of the tot lot playground and replace it with topsoil, grass seed and straw and shall remain responsible to insure that such area becomes fully re-vegetated except that the Developer shall extend the wood chip path where it abuts the present location of the tot lot playground east to a point where it intersects with the existing asphalt path that runs parallel to Ridge Road.

**2.46 Maintenance and Guarantee Bond.** Simultaneously herewith, the Developer has delivered to the Township a bond or irrevocable letter of credit in the amount of \$126,000 issued by \_\_\_\_\_, naming the Township as the beneficiary thereof, the purpose of which is to insure funds for the maintenance and operation of the meter pit. This bond or letter of credit shall remain in place for a period of two (2) years from the date this Amended and Restated Development Agreement is fully executed.

### **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 and, from and after the date the Phase Two Association has been formed and a Master Deed for Phase Two has been recorded, the Phase Two Association. The Association, the Township, the Developer (but only for so long as the Developer owns and offers for sale any Unit in the Development) and, if applicable, the Phase Two Association, without requiring the consent of any other person or entity whatsoever, regardless of whether such person has any interest in the Development, including Unit owners, mortgagees and others, shall be entitled to modify, replace, amend or terminate this Agreement.

The provisions of the Master Deed or any other Master Deed covering any portion of the Development shall be subject to the provisions of this Agreement, the Consent Judgment and Final Site Plan. Notwithstanding anything to the contrary contained in the Master Deed or any other Master Deed covering any portion of the Development, any amendments to such Master Deed that conflict with the terms of this Agreement, the Consent Judgment or Final Site Plan shall require the prior approval of the Township.

**3.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

**3.3 Township Approval.** This Agreement has been approved through action of the Township Board at a duly scheduled meeting.

**3.4 Developer Approval.** The signers on behalf of the Developer below represent by their signatures that they represent and have authority to bind all owners of legal and equitable title in the Development.

**3.5 Association Approval.** The signers on behalf of the Association below represent by their signatures that they represent and have authority to bind the Association.

**3.6 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.

**3.7 Preconstruction Meeting with Builders.** The parties acknowledge that Developer and/or other third parties can build the detached dwelling units in accordance with the approved plans. The parties agree that the Developer and/or any other third parties will comply with all related Township Policies and Ordinances prior to the preconstruction meeting. Prior to the commencement of any grading on the Development, the Developer or such other third parties shall schedule a meeting as per the Township's engineering standards with its general contractor, construction manager and the Township's applicable departments, officials, and consultants to review the applicable policies, procedures and requirements of the Township with respect to construction of the Development. Prior to the installation of sanitary sewer or water, a second such preconstruction meeting shall be held.

**3.8 Continued Review.** The Developer and the Association shall be required to review conformance of this Agreement with Township Officials and/or designated Township consultants on a yearly basis or at such time as deemed reasonably necessary by the Township until completion of the Development.

**3.9 Fees.** The Developer and/or Association shall pay for any reviews reasonably necessary to determine conformance of the Development to this Agreement. This fee would include review time by the Township Engineer, Planner or Attorney.

**3.10 Recordation of Agreement.** The Township shall record this Agreement with the Washtenaw County Register of Deeds and shall provide a true copy to the Developer. All costs associated with the recording of this Agreement shall be borne by the Developer. This Agreement will run with the land.

**3.11 Assignment.** Mocerri & Lombardo of Superior LLC shall have the right to assign this Agreement to any other third party, without the consent of the Township; provided however, that in the event of such assignment, Mocerri & Lombardo of Superior LLC shall provide written notice of the assignment to the Township within five (5) business days of the assignment.

**3.12 Agreement Binding on Successors and Assigns.** This Development Agreement shall be binding upon the Township, the Developer, the Association, the Phase Two Association (if applicable) and the owners of the site and their successors and assigns.

[SIGNATURE PAGES FOLLOW]

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

**DEVELOPER:**

**MOCERI & LOMBARDO OF SUPERIOR LLC,**  
a Michigan limited liability company

By: \_\_\_\_\_  
Anthony Lombardo  
Its: \_\_\_\_\_

**TOWNSHIP:**

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

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

**WOODSIDE VILLAGE OF SUPERIOR  
TOWNSHIP CONDOMINIUM ASSOCIATION**

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

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF MACOMB    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Anthony Lombardo, a \_\_\_\_\_ of Mocerri & Lombardo of Superior LLC, a Michigan limited liability company, on behalf of the company.

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

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF WASHTENAW        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by William A. McFarlane, Supervisor of the Charter Township of Superior, a Michigan municipal corporation, on behalf of the corporation.

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

STATE OF MICHIGAN            )  
  ) ss.  
COUNTY OF WASHTENAW        )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by \_\_\_\_\_, \_\_\_\_\_ of the Woodside Village of Superior Township Condominium Association.

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

Drafted by:  
Timothy M. Koltun  
Clark Hill PLC  
500 Woodward Avenue  
Suite 3500  
Detroit, MI 48226

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

**EXHIBIT "A"**

**LEGAL DESCRIPTION  
WOODSIDE VILLAGE**

Commencing at the Center of Section 36, T2S, R7E, Superior Township, Washtenaw County, Michigan, said Center of Section 36 being N 02°20'35" W 2637.84 feet from the S 1/4 corner of said Section 36, thence S 02°20'35" E 350.00 feet along the N-S 1/4 line of said Section 36 and the centerline of Ridge Road (66 feet wide) to the POINT OF BEGINNING;

thence continuing S 88°12'06" W 60.00 feet;  
thence continuing S 02°20'35" E 830.25 feet along said N-S 1/4 line and said centerline of Ridge Road;  
thence S 87°38'40" W 270.00 feet;  
thence S 02°20'35" E 132.00 feet;  
thence S 87°38'40" W 1005.32 feet;  
thence N 45°00'09" W 88.52 feet;  
thence S 86°14'15" W 1270.36 feet;  
thence N 02°27'19" W 1304.28 feet;  
thence N 88°12'06" E 1334.68 feet along the E-W 1/4 line of said Section 36;  
thence S 02°14'45" E 349.99 feet;  
thence N 88°12'06" E 1273.86 feet parallel to the E-W 1/4 line of said Section 36 to the POINT OF BEGINNING. Being a part of the SW 1/4 of said Section 36 and containing 66.73 acres of land, more or less. Being subject to easements and restrictions of record, if any.

**EXHIBIT B**

**Phase One Letter of Credit Breakdown**

**EXHIBIT 'B'**

**Woodside Village Financial Surety Worksheet**

March 18, 2013

**Section 2.5 of the Amended and Restated Development Agreement**

Development Agreement Reference - Description (LOC #)	Current Amount on Deposit w/Twp.	Approved Amount 3/18/2013	Comments
2.5 - Maint of unsold lots (599817)	\$ 306,300	\$ 85,800	Adjust to previous OHM amount (12-10-09)
2.6 - Site improvements (599818)	\$ 816,000	\$ 32,500	*Adjusted for costs associated with remaining development items left
2.17 - Public utility maint bond (599819)	\$ 435,200	\$ -	*Utilities can now be accepted with the installation of the meter pit.
2.18 - Repairs to public utilities (599820)	\$ 21,800	\$ 6,200	Adjust to per lot amount
2.33 - Street trees (599821)	\$ 48,200	\$ 13,500	Adjust to previous OHM amount (12-10-09)
2.36 - Monuments and irons (599822)	\$ 8,000	\$ -	*Mons & Irons certified; Previous clerk approved this release
2.10 - Irrigation sys - Wetland B (599823)	\$ 10,000	\$ -	OHM agrees with full release (12-10-09)
Total	\$ 1,645,500	\$ 137,800	Round to \$140,000 (\$2200 will be added to Repair of Public Utilities)
		\$ 140,000	

2.6\* - Remaining development items left (3" wearing course on temporary turnaround and PGID alarm system if deemed necessary)

2.17\* - With the installation of the meter pit phase one utilities can now be accepted by Superior Township

2.36\* - Certificatc of monuments and irons previously provided

**Section 2.46 of the Amended and Restated Development Agreement**

Development Agreement Reference - Description (LOC #)	Current Amount on Deposit w/Twp.	Approved Amount 3/18/2013	Comments
Two year maintenance guarantee for meter pit	\$ -	\$ 126,000	Released two years from executed date of amended and restated development agreement
		\$ 126,000	

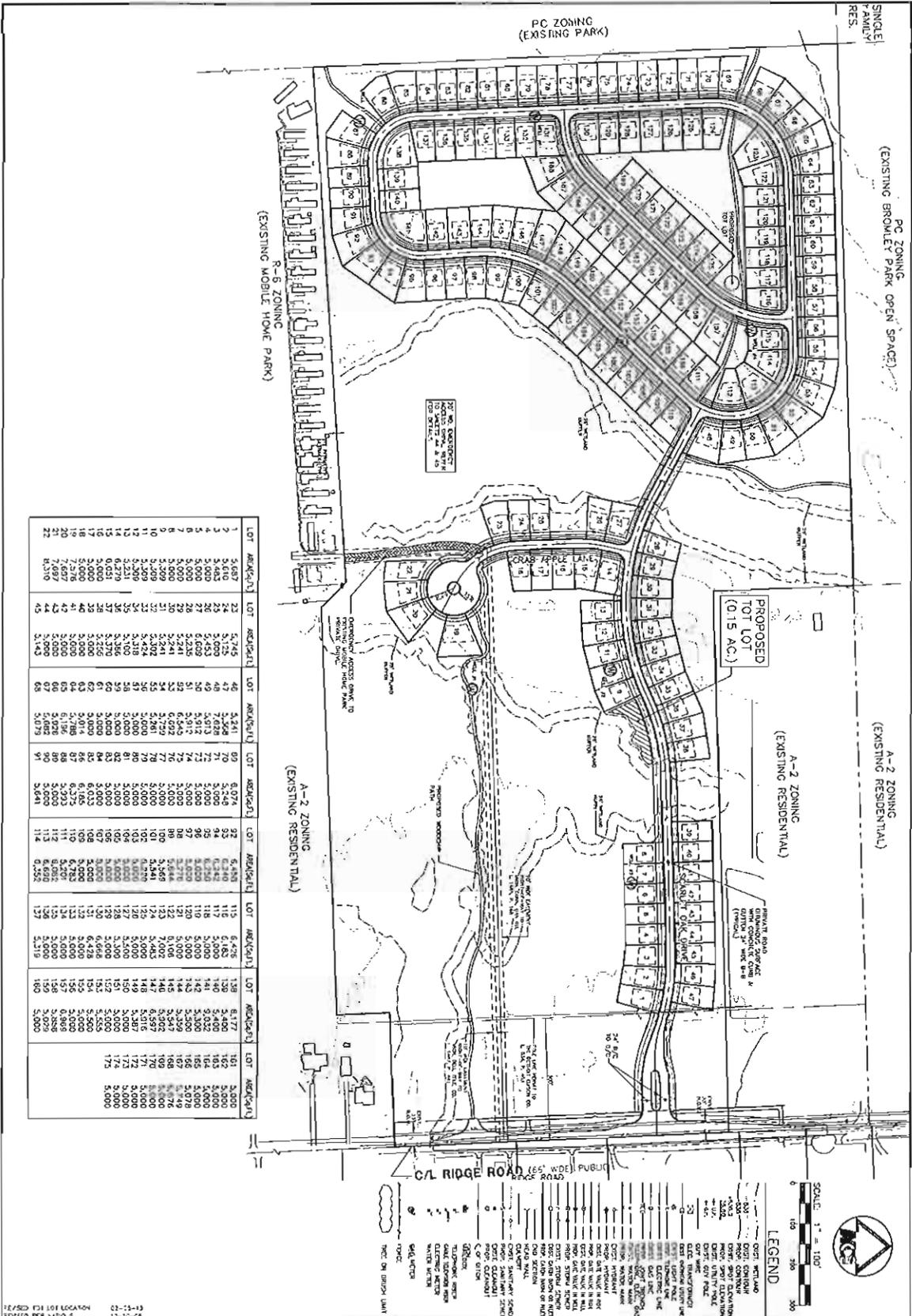
## EXHIBIT B – 1

### Conditions to Release of Letters of Credit

1. Conditions to return of the Phase One Letter of Credit
  - a. 95% of the units in Phase One have received final certificates of occupancy.
  - b. All site improvements to be constructed within Phase One pursuant to Section 2.6 have been completed.
  - c. 30 days have elapsed after the Township has issued final acceptance of Public Utilities for Phase One.
  - d. One year has elapsed after street trees have been installed within 95% of the units in Phase One.
  
2. Conditions to return of the Phase Two Letter of Credit
  - a. 95% of the units in Phase Two have received final certificates of occupancy.
  - b. All site improvements to be constructed within Phase Two pursuant to Section 2.6 have been completed.
  - c. The occurrence of the later of (i) two years after the Township issues final acceptance of Public Utilities for Phase Two or (ii) completion of homes within at least 95% of the units located within the Development.
  - d. 30 days have elapsed after the Township has issued final acceptance of Public Utilities for Phase Two.
  - e. One year has elapsed after street trees have been installed within 95% of the units in Phase Two.
  - f. The Township has been furnished with the written certification described in Section 2.36.
  - g. The high water sensor has been installed pursuant to Section 2.10 or 95% of the units in Phase 1 and Phase 2 have received final certificates of occupancy.

**EXHIBIT C**

**Woodside Village Final Site Plan**



LOT #	ACRES																		
1	5.000	22	5.242	43	5.242	64	5.242	85	5.242	106	5.242	127	5.242	148	5.242	169	5.242	190	5.242
2	3.443	23	3.000	44	7.668	65	3.000	86	3.000	107	3.000	128	3.000	149	3.000	170	3.000	191	3.000
3	3.000	24	2.053	45	3.000	66	3.000	87	3.000	108	3.000	129	3.000	150	3.000	171	3.000	192	3.000
4	3.000	25	3.000	46	3.000	67	3.000	88	3.000	109	3.000	130	3.000	151	3.000	172	3.000	193	3.000
5	3.000	26	3.000	47	3.000	68	3.000	89	3.000	110	3.000	131	3.000	152	3.000	173	3.000	194	3.000
6	3.000	27	3.000	48	3.000	69	3.000	90	3.000	111	3.000	132	3.000	153	3.000	174	3.000	195	3.000
7	3.000	28	3.000	49	3.000	70	3.000	91	3.000	112	3.000	133	3.000	154	3.000	175	3.000	196	3.000
8	3.000	29	3.000	50	3.000	71	3.000	92	3.000	113	3.000	134	3.000	155	3.000	176	3.000	197	3.000
9	3.000	30	3.000	51	3.000	72	3.000	93	3.000	114	3.000	135	3.000	156	3.000	177	3.000	198	3.000
10	3.000	31	3.000	52	3.000	73	3.000	94	3.000	115	3.000	136	3.000	157	3.000	178	3.000	199	3.000
11	3.000	32	3.000	53	3.000	74	3.000	95	3.000	116	3.000	137	3.000	158	3.000	179	3.000	200	3.000
12	3.000	33	3.000	54	3.000	75	3.000	96	3.000	117	3.000	138	3.000	159	3.000	180	3.000		
13	3.000	34	3.000	55	3.000	76	3.000	97	3.000	118	3.000	139	3.000	160	3.000				
14	3.000	35	3.000	56	3.000	77	3.000	98	3.000	119	3.000	140	3.000						
15	3.000	36	3.000	57	3.000	78	3.000	99	3.000	120	3.000								
16	3.000	37	3.000	58	3.000	79	3.000	100	3.000										
17	3.000	38	3.000	59	3.000	80	3.000												
18	3.000	39	3.000	60	3.000														
19	3.000	40	3.000	61	3.000														
20	3.000	41	3.000	62	3.000														
21	3.000	42	3.000	63	3.000														
22	3.000	43	3.000	64	3.000														

PROJECT NO.	04037	DATE	02-15-13
REVISION		BY	
DATE		DESCRIPTION	
1		ISSUED FOR PERMITS	
2		REVISED PER 1470-S	

**WOODSIDE VILLAGE**  
SUPERIOR TWP., WASHTENAW CO., MICHIGAN

OVERALL AREA PLAN

CLIENT  
RED EAST COAST 1, LLC  
4500 WOODLAND, STE. 100  
BLOOMFIELD HILLS, MICHIGAN 48304  
PHONE: (248) 240-8043

**MIDWESTERN CONSULTING**

3815 Plaza Dr.,  
Ann Arbor, Michigan 48106  
Phone: 734.763.1250  
Fax: 734.763.1242

**EXHIBIT D**

**Woodside Village Phase Plan**



**EXHIBIT E**

**Form of As-Built Certification**

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

TELEPHONE (734) 482-6099

FAX (734) 482-384

SITE GRADING / SETBACK CERTIFICATION

DATE \_\_\_\_\_

SITE ADDRESS \_\_\_\_\_

OWNER'S ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

BUILDING PERMIT NUMBER \_\_\_\_\_

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

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

\_\_\_\_\_  
Printed name of  
Professional Land Surveyor

\_\_\_\_\_  
Michigan Registration Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Seal of  
Professional Land Surveyor

**EXHIBIT F**

**Ridge Road Improvement Plan**



**EXHIBIT G**

**Woodside Village Landscaping and Irrigation Plans**







**WOODSIDE VILLAGE  
ENTRANCE**  
SUNDOCK TWP., MICHIGAN

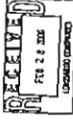
PROJECT # 07020066  
DATE: 7/27/06  
SHEET 1 OF 1

DATE REVISED

**IRRIGATION PLAN**

SCALE: 1" = 30'

DRAWN BY: C.P.  
CHECKED BY: R.W.L.  
APPROVED BY: C.P.



**JOHN DIEMER  
LANDSCAPES**  
10000 W. 100th St.  
Overland Park, KS 66213  
Ph: (913) 241-4143  
www.john-diemer.com  
john@john-diemer.com

- SYMBOL LEGEND**
- HUNTER PUMP SERIES, 60HP DRIVE MOTOR, 1/2" NPT HOZZLE
  - HAN 6000, 1000 SERIES, 4" POP UP 1/2" NPT HOZZLE
  - ⊗ HAN 1000, PMA SERIES, ELECTRIC VALVE, 1"
  - ⊙ HAN 6000, PMA SERIES, ELECTRIC VALVE, 1.5"
  - ⊕ HUNTER 100-1000, AUTOMATIC CONTROLLER
  - THE LOCATION, 1.5"
  - ▽ FIBER, 700 SERIES, PRESSURE VACUUM BREAKER, 1.5"
  - PVC MANHOLE, CLASS 2000, 18" RARY, SIZE 2'
  - POLY LATERAL, 100 PPS, 1/2" NPT, 12' BURY, SEE PFC CHART
  - PFC SLEEVING, CLASS 200, BE. SIZE AS SHOWN

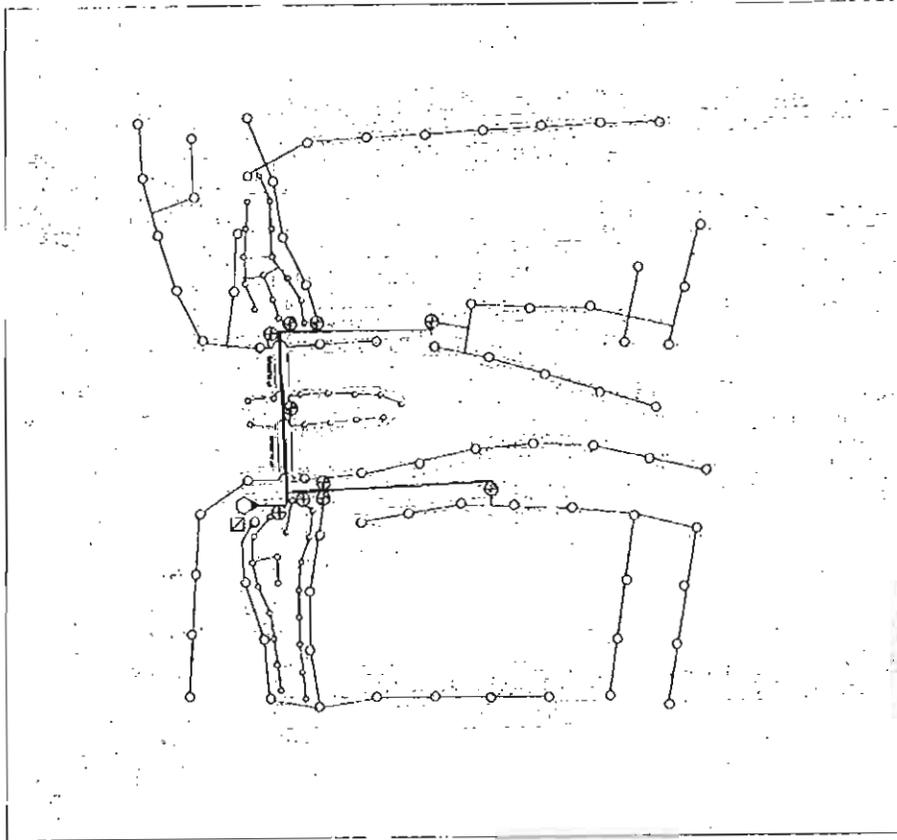
**VALVE SCHEDULE CHART FOR PFC**

1"	1 - 12' ON
1.5"	13 - 30' ON
2"	31 - 50' ON

- IRRIGATION SPECIFICATIONS**
1. ALL WORK IS TO BE IN COMPLIANCE WITH ALL LOCAL, STATE AND FEDERAL CODES AND ORDINANCES.
  2. ALL UNDERGROUND ELECTRICAL CONNECTIONS ARE TO BE MADE WITH COPPER BONDING WIRE.
  3. ALL VALVE CONTROL VALVES ARE TO BE INSTALLED IN 10'-12' VALVE BOXES OF APPROPRIATE SIZE.
  4. ALL CONTROL WIRING CONNECTIONS OF THE CONTROLLER IS TO BE IN ACC. W/ APPROVED FOR SHEET BURY.
  5. ALL VALVE AND SHUNT PIPING SHALL BE INSTALLED ON 3" O.D. PVC.
  6. ALL PVC SHALL BE INSTALLED ON 3'-CLUMP PVC DRINK JOINTS.
  7. SPECTA DESIGN BASED UPON 40 GPM @ 80 PSI.
  8. ALL UNDERGROUND PIPING SHALL BE SCHEDULE 40 SDR 35 AND SHALL BE INSTALLED TO THE DEPTH SHOWN ON THIS PLAN. ALL CONNECTIONS TO THE SYSTEM SHALL BE MADE IN ACCORDANCE TO THE MANUFACTURER'S RECOMMENDATIONS FOR INSTALLATION.
  9. CONNECTION TO VERIFY WATER PRESSURE AND AVAILABILITY.
  10. ANY IRRIGATION SYSTEM SHOWS OUTSIDE OF CURBS FOR CLARITY ONLY.
  11. REFER TO CONTROLLER AND CONTROL VALVE BY OTHER THAN IRRIGATION CONTRACTOR.

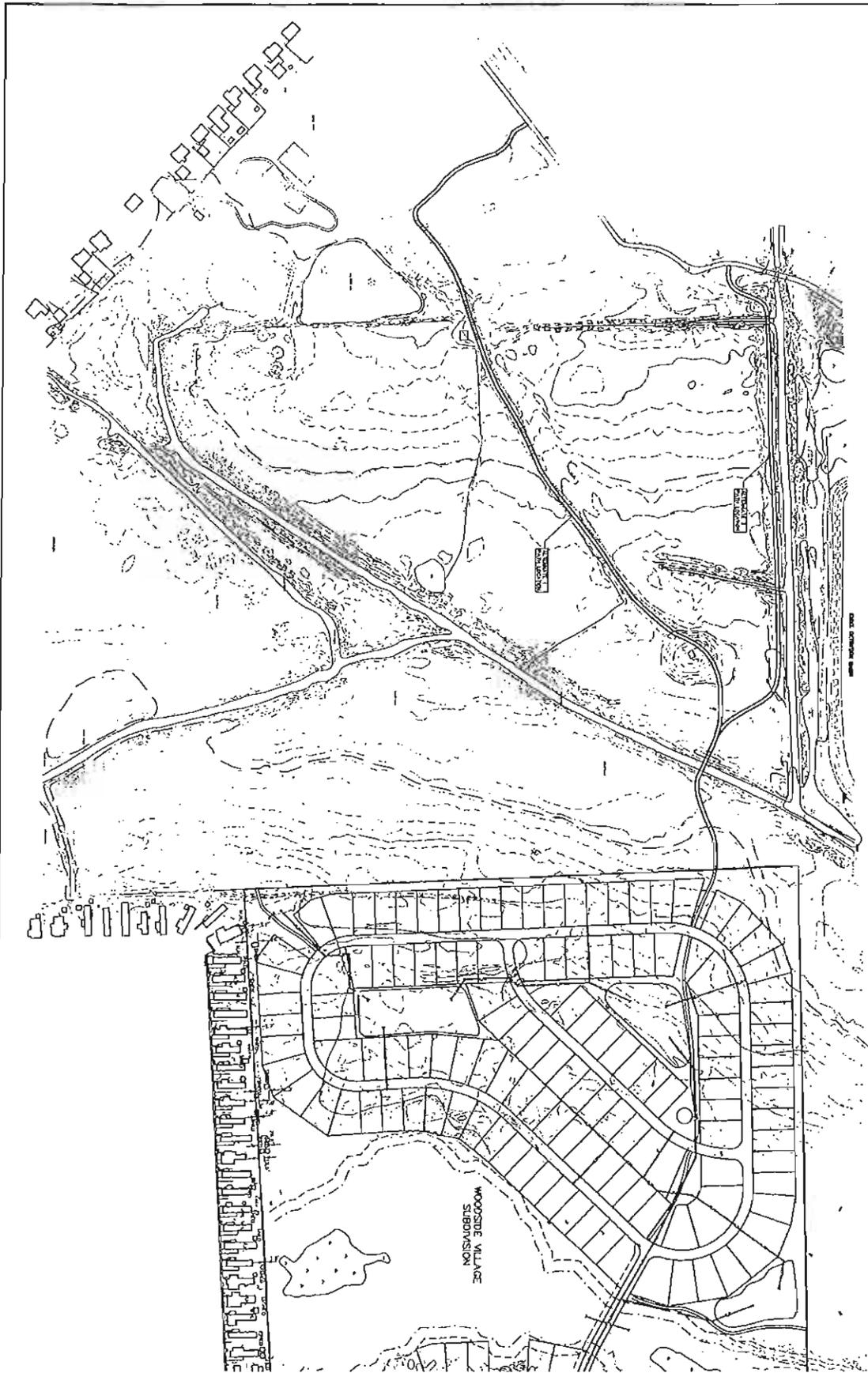


IRRIGATION PLAN



**EXHIBIT H**

**Off Site Harvest Moon Park Pathway Plan**



SHAWLEY PARK SUBDIVISION

WOODSIDE VILLAGE  
SUBDIVISION

Job No.	04037	DATE: 10-23-07
PROJECT		EXC'D: 1 OF 1
		DATE: 10/23/07
		BY: [Signature]
		CHECKED: [Signature]



**WOODSIDE VILLAGE**

Proposed Path

CLIENT

**MIDWESTERN CONSULTING**


 Civil, Environmental and  
 Transportation Engineers  
 Planners, Surveyors  
 Landscape Architects  
 3315 Plaza Drive  
 Ann Arbor, Michigan 48104  
 Phone: 734.993.2222  
 Fax: 734.993.2229

**EXHIBIT I**

**Open Space Calculations**

## Woodside Village - Open Space v Lot Area Ratios

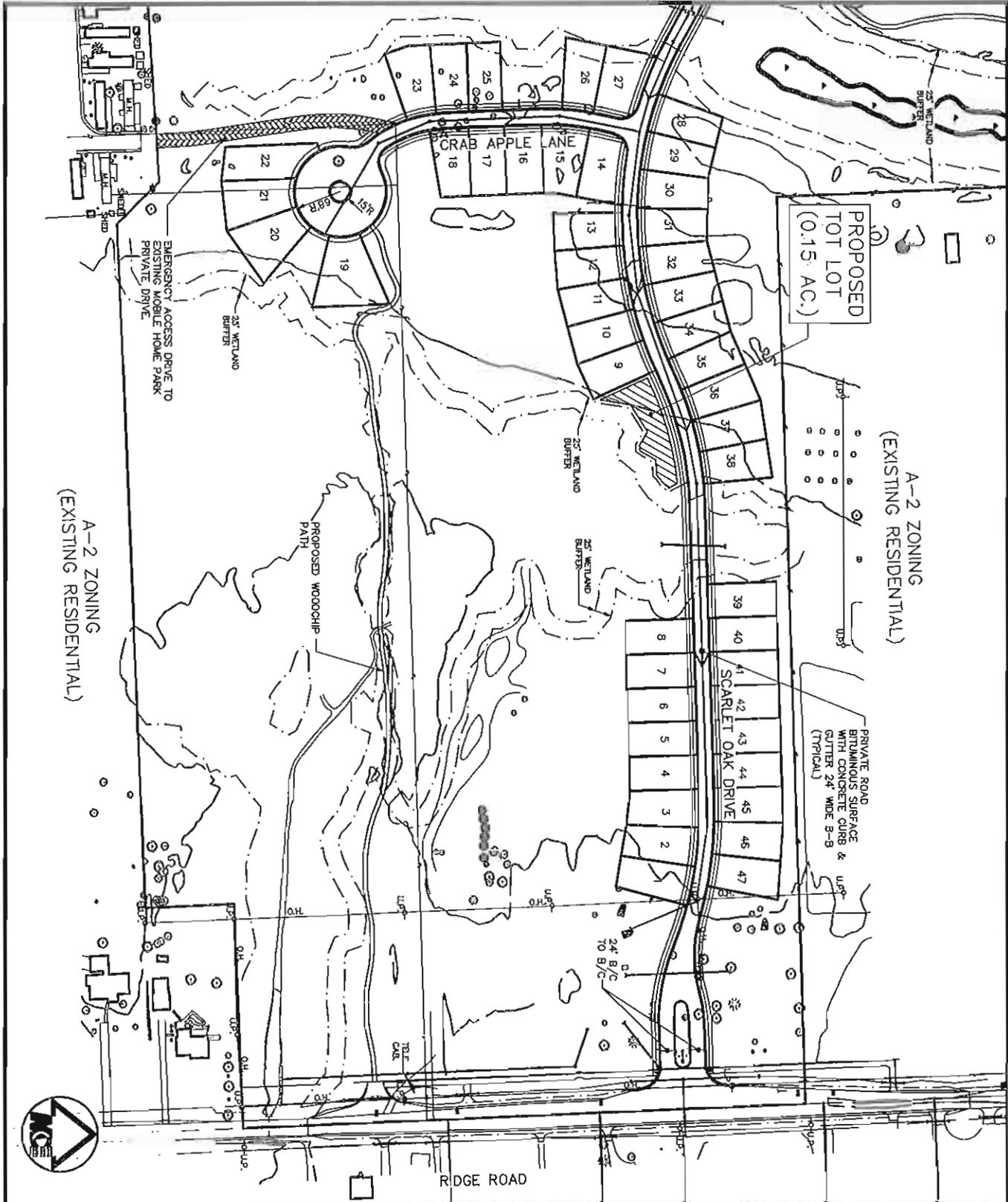
	Acres		
Land Space Prior to Development	61.80		Ratio
Right of Way	0.59	Open Space/Lot Area Ratio Prior to Rezoning	0.61
Wetland	16.51		
Private Roads	3.67	Open Space/Lot Area Ratio after Hall Property Rezoning	0.83
175 Lot Area	22.11		
Detention Area	2.29	Open Space/Lot Area Ratio Potential after adding Three Lots	0.88
Setback Area	3.10		
	<b>Open Space Total:</b>	Open Space/Lot Area Ratio after Potential Lot Increase	<b>0.84</b>
Added Open Space after Hall Property Rezoning	4.75		
	<b>New Open Space Total:</b>		
Added Open Space adding three Ridge Road lots	1.11		
	<b>Potential Future Open Space Total:</b>		
Approximate area for lot increasing	0.80		
	<b>Open Space Total after Lot Increase:</b>		
	18.59		

**Note:** All calculations are in acres.

In summation prior to the Hall property rezoning the development 0.60 acres of open space for every acre of lot area. After the addition of the Hall property, potential addition of the three Ridge Road lots and lot increase to accommodate the Palmer Plan the development will now have nearly 0.84 acres of open space for every acre of lot area. Since the lot increase would be addressed by increasing the floor area ratio (FAR) for certain lots the development would gain an additional 30% in open space area.

**EXHIBIT J**

**Location of Relocated Tot Lot**



# MIDWESTERN CONSULTING



Civil, Environmental and  
Transportation Engineers  
Planners, Surveyors  
Landscape Architects

3815 Plaza Drive  
Ann Arbor, Michigan 48108  
Phone: 734.995.0200  
Fax 734.995.0599

Exhibit "J"  
Woodside Village - Prop. Tot Lot Location

DATE: 02-05-13

JOB NO.: **04037**

SCALE: 1" = 200

SHEET 1 OF 1



STATE OF MICHIGAN

IN THE TRIAL COURT FOR THE COUNTY OF WASHTENAW

MOCERI & LOMBARDO OF SUPERIOR,  
LLC, a Michigan limited liability company,  
formerly known as REI East Course 1, LLC, as  
successor to NOTTINGHAM ESTATES, a  
Michigan limited partnership; KENNETH  
THOMAS and CHARLETTA J. THOMAS;  
VICTOR CAUDILL, AUDREY CAUDILL,  
JUDY MULLINS AND WILLIAM CAUDILL

Case No. 87-32972-CZ

Hon. Donald E. Shelton

Plaintiffs,

vs

SUPERIOR CHARTER TOWNSHIP, a  
Michigan municipal corporation,

Defendant.

---

Timothy M. Koltun (P37155)  
Clark Hill PLC  
Attorney for Plaintiff Mocerri & Lombardo  
of Superior, LLC  
500 Woodward Avenue, Suite 3500  
Detroit, Michigan 48226  
313-965-8326

Frederick Lucas (P29074)  
Lucas & Baker  
Attorney for Defendant  
7577 U.S. 12, Suite A  
Ann Arbor, Michigan 48104  
517-467-4000

---

**FIRST AMENDMENT TO CONSENT JUDGMENT**

At a session of said Court held in the County Courthouse  
Township of Ann Arbor, County of Washtenaw,  
State of Michigan, on \_\_\_\_\_, 2013

PRESENT: Hon. DONALD E. SHELTON  
Circuit Judge

WHEREAS, the Court entered a Consent Judgment in this matter dated May 26, 2004  
(the "Consent Judgment"), which Consent Judgment sets forth, among other things, certain terms  
and conditions for the development of certain property located in Superior Township,

Washtenaw County, Michigan, and more particularly described in **Exhibit A to the First Amended Consent Judgment** attached hereto (the "Property");

WHEREAS, the original Plaintiffs Kenneth Thomas and Charletta J. Thomas, Victor Caudill, Audrey Caudill, Judy Mullins and William Caudill no longer have any interest in the Property; and

WHEREAS, Plaintiff Mocerri & Lombardo of Superior, LLC, a Michigan limited liability company (hereinafter referred to as "M&L"), elected to develop the Property as a 175 unit single-family site condominium plan (the "Single Family Plan") pursuant to the Consent Judgment, which Single Family Plan was granted final site plan approval by the Township; and

WHEREAS, M&L is the Developer of the site condominium project known as Woodside Village, which condominium project includes approximately 53.07 acres of the Property, and is the owner of all of the unsold units located within such condominium project; and

WHEREAS, M&L owns the balance of the Property not currently located within such condominium project; and

WHEREAS, pursuant to Section 2.E of the Consent Judgment, approximately eight (8) acres of the Property has been designated on the Area Plan attached to the Consent Judgment as Exhibit C as open space for public use as a park; and

WHEREAS, M&L and the Township have determined that it is in the best interests of the Project and the residents thereof as well as the general public that such park be relocated to a different location within the Property and the use of the park be limited to occupants of dwellings located within the Project and their invitees; and

WHEREAS, the parties desire to amend the Consent Judgment consistent with the foregoing recitals and as this First Amendment to Consent Judgment has been reviewed and agreed upon by all of the parties hereto and their respective counsel, and the Court being advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED:

1. That portion of the Area Plan attached to the Consent Judgment consisting of the single family alternative is hereby replaced and superseded in its entirety by the revised sheets of the Area Plan attached hereto as **Exhibit B to the First Amended Consent Judgment**. The attached **Exhibit B to the First Amended Consent Judgment** shall constitute for all purposes of the Consent Judgment, as amended hereby, the approved Area Plan with respect to the Single Family Plan.

2. Section 2.E of the Consent Judgment is hereby amended to provide that the relocated park, as depicted on **Exhibit B to the First Amended Consent Judgment** attached hereto, shall not be available for public use, but may be used only by the occupants of dwellings located within the Property and their invitees. Section 2.E is further amended to provide that such park shall be maintained by the Woodside Village of Superior Township Condominium Association, subject to the provisions of Section 1.6 of that certain Amended and Restated Development Agreement executed by M&L and the Township that pertains to the Property.

3. Except as amended by this First Amendment, the Consent Judgment remains in full force and effect and is hereby ratified and affirmed.

4. By their execution of this First Amendment, M&L and the Township each warrant and represent to the other that it has the authority to execute this First Amendment and bind their respective entities to its terms and conditions.

5. This Court retains jurisdiction to assure compliance with the terms of the Consent Judgment, as amended hereby.

---

Donald E. Shelton, Circuit Judge



SUPERIOR CHARTER TOWNSHIP, a  
Michigan municipal corporation

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

Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF WASHTENAW    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by \_\_\_\_\_, the \_\_\_\_\_ of Superior Charter Township, a Michigan municipal corporation, on behalf of the corporation.

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

WE, THE UNDERSIGNED COUNSEL FOR M&L AND THE TOWNSHIP, RESPECTIVELY,  
HEREBY STIPULATE TO THE ENTRY OF THE ABOVE-AMENDED JUDGMENT,  
NOTICE OF ENTRY WAIVED:

\_\_\_\_\_  
Timothy M. Koltun (P37155)  
Attorney for Mocerri & Lombardo of  
Superior, LLC

Dated: \_\_\_\_\_, 2013

\_\_\_\_\_  
Frederick Lucas (P29074)  
Attorney for Superior Charter Township

Dated: \_\_\_\_\_, 2013

## Exhibit A to the First Amended Consent Judgment

### Legal Description of the Property

Part of the Southwest 1/4 of Section 36, Town 2 South, Range 7 East, Township of Superior, Washtenaw County, Michigan, described as follows: Commencing at the center of Section; thence South 02 degrees 20 minutes 25 seconds East 900 feet in the North and South 1/4 line for a PLACE OF BEGINNING; thence South 02 degrees 20 minutes 25 seconds East 280.25 feet in North and South 1/4 line; thence South 87 degrees 38 minutes 50 seconds West 330 feet; thence South 02 degrees 20 minutes 25 seconds East 132 feet; thence South 87 degrees 38 minutes 50 seconds West 1005.32 feet; thence North 44 degrees 59 minutes 59 seconds West 88.52 feet; thence South 86 degrees 14 minutes 25 seconds West 1270.00 feet; thence North 02 degrees 27 minutes 53 seconds West 1304.7 feet; thence North 88 degrees 13 minutes 04 seconds East 1334.74 feet; thence South 02 degrees 14 minutes 35 seconds East 900.0 feet; thence 88 degrees 13 minutes 04 seconds East 1334.8 feet to the PLACE OF BEGINNING, being part of the Southwest 1/4 of Section 36, Town 2 South, Range 7 East.

The South 1/2 of the following described land:

Commencing at the center of Section 36, Town 2 South, Range 7 East; thence South 02 degrees 20 minutes 25 seconds East along the North and South 1/4 line of said Section, 350 feet to the POINT OF BEGINNING; thence continuing South 02 degrees 20 minutes 25 seconds East along said North and South 1/4 line, 350 feet to a point; thence South 88 degrees 13 minutes 07 seconds West parallel to the East and West 1/4 line of said Section, 1335.09 feet to a point; thence North 02 degrees 11 minutes 00 seconds West 350 feet to a point; thence North 88 degrees 13 minutes 07 seconds East parallel to said East and West 1/4 line, 1334.13 feet to the POINT OF BEGINNING, being a part of the North 1/2 of the Southwest 1/4 of Section 36, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan.

The North 1/2 of the following described land:

Part of the North 1/2 of the Southwest 1/4 of Section 36, Town 2 South, Range 7 East, Township of Superior, Washtenaw County, Michigan, described as follows: Commencing at the center of Section 36, Town 2 South, Range 7 East; thence South 2 degrees 20 minutes 25 seconds East along the North and South 1/4 line of said Section, 350 feet to the POINT OF BEGINNING; thence continuing South 2 degrees 20 minutes 25 seconds East along said North and South 1/4 line, 350 feet to a point; thence South 88 degrees 13 minutes 07 seconds West parallel to the East and West 1/4 line of said Section, 1335.09 feet to a point; thence North 2 degrees 11 minutes 00 seconds West 350 feet to a point; thence North 88 degrees 13 minutes 07 seconds East parallel to said East and West 1/4 line 1334.13 feet to the POINT OF BEGINNING, being part of the North 1/2 of the Southwest 1/4 of Section 36, Town 2 South, Range 7 East, Superior Township, Washtenaw County, Michigan.

BEING ALSO described as follows: Commencing at the center of Section; thence South 2 degrees 20 minutes 25 seconds East 350 feet in the North and South 1/4 line for a place of beginning; thence South 2 degrees 20 minutes 25 seconds East 175 feet; thence South 88 degrees 13 minutes 04 seconds West 1334.61 feet; thence North 2 degrees 14 minutes 35 seconds West 175 feet; thence North 88 degrees 13 minutes 04 seconds East 1334.13 feet to the PLACE OF BEGINNING, being part of the East 1/2 of the Southwest 1/4 of Section 36, Town 2 South, Range 7 East.

Tax Item Nos. 10-36-300-001, 10-36-300-012, 10-36-300-013

# Exhibit B to the First Amended Consent Judgment

**Area Plan to the Consent Judgment Follows**



STATE OF MICHIGAN

IN THE TRIAL COURT FOR THE COUNTY OF WASHTENAW

MOCERI & LOMBARDO OF SUPERIOR,  
LLC, a Michigan limited liability company,  
formerly known as REI East Course 1, LLC, as  
successor to NOTTINGHAM ESTATES, a  
Michigan limited partnership; KENNETH  
THOMAS and CHARLETTA J. THOMAS;  
VICTOR CAUDILL, AUDREY CAUDILL,  
JUDY MULLINS AND WILLIAM CAUDILL

Case No. 87-32972-CZ

Hon. Donald E. Shelton

Plaintiffs,

vs

SUPERIOR CHARTER TOWNSHIP, a  
Michigan municipal corporation,

Defendant.

---

Timothy M. Koltun (P37155)  
Clark Hill PLC  
Attorney for Plaintiff Moceri & Lombardo  
of Superior, LLC  
500 Woodward Avenue, Suite 3500  
Detroit, Michigan 48226  
313-965-8326

Frederick Lucas (P29074)  
Lucas & Baker  
Attorney for Defendant  
7577 U.S. 12, Suite A  
Ann Arbor, Michigan 48104  
517-467-4000

---

**FIRST AMENDMENT TO CONSENT JUDGMENT**

At a session of said Court held in the County Courthouse  
Township of Ann Arbor, County of Washtenaw,  
State of Michigan, on \_\_\_\_\_, 2013.

PRESENT: Hon. DONALD E. SHELTON  
Circuit Judge

WHEREAS, the Court entered a Consent Judgment in this matter dated May 26, 2004  
(the "Consent Judgment"), which Consent Judgment sets forth, among other things, certain terms  
and conditions for the development of certain property located in Superior Township,

Washtenaw County, Michigan, and more particularly described in **Exhibit A to the First Amended Consent Judgment** attached hereto (the "Property");

WHEREAS, the original Plaintiffs Kenneth Thomas and Charletta J. Thomas, Victor Caudill, Audrey Caudill, Judy Mullins and William Caudill no longer have any interest in the Property; and

WHEREAS, Plaintiff Mocerì & Lombardo of Superior, LLC, a Michigan limited liability company (hereinafter referred to as "M&L"), elected to develop the Property as a 175 unit single-family site condominium plan (the "Single Family Plan") pursuant to the Consent Judgment, which Single Family Plan was granted final site plan approval by the Township; and

WHEREAS, M&L is the Developer of the site condominium project known as Woodside Village, which condominium project includes approximately 53.07 acres of the Property, and is the owner of all of the unsold units located within such condominium project; and

WHEREAS, M&L owns the balance of the Property not currently located within such condominium project; and

WHEREAS, pursuant to Section 2.E of the Consent Judgment, approximately eight (8) acres of the Property has been designated on the Area Plan attached to the Consent Judgment as Exhibit C as open space for public use as a park; and

WHEREAS, M&L and the Township have determined that it is in the best interests of the Project and the residents thereof as well as the general public that such park be relocated to a different location within the Property and the use of the park be limited to occupants of dwellings located within the Project and their invitees; and

WHEREAS, the parties desire to amend the Consent Judgment consistent with the foregoing recitals and as this First Amendment to Consent Judgment has been reviewed and agreed upon by all of the parties hereto and their respective counsel, and the Court being advised in the premises;

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED:

1. That portion of the Area Plan attached to the Consent Judgment consisting of the single family alternative is hereby replaced and superseded in its entirety by the revised sheets of the Area Plan attached hereto as **Exhibit B to the First Amended Consent Judgment**. The attached **Exhibit B to the First Amended Consent Judgment** shall constitute for all purposes of the Consent Judgment, as amended hereby, the approved Area Plan with respect to the Single Family Plan.

2. Section 2.E of the Consent Judgment is hereby amended to provide that the relocated park, as depicted on **Exhibit B to the First Amended Consent Judgment** attached hereto, shall not be available for public use, but may be used only by the occupants of dwellings located within the Property and their invitees. Section 2.E is further amended to provide that such park shall be maintained by the Woodside Village of Superior Township Condominium Association, subject to the provisions of Section 1.6 of that certain Amended and Restated Development Agreement executed by M&L and the Township that pertains to the Property.

3. Except as amended by this First Amendment, the Consent Judgment remains in full force and effect and is hereby ratified and affirmed.

4. By their execution of this First Amendment, M&L and the Township each warrant and represent to the other that it has the authority to execute this First Amendment and bind their respective entities to its terms and conditions.

5. This Court retains jurisdiction to assure compliance with the terms of the Consent Judgment, as amended hereby.

---

Donald E. Shelton, Circuit Judge

THE UNDERSIGNED PARTIES HAVE HEREBY READ, UNDERSTAND, AGREE AND CONSENT TO THE FOREGOING FIRST AMENDMENT TO CONSENT JUDGMENT AND ALL TERMS AND CONDITIONS STATED THEREIN. ALL SUCH PARTIES HEREBY REPRESENT THAT THEY HAVE OBTAINED ADVICE OF COUNSEL AND ARE CONSENTING TO THIS AMENDMENT FREELY AND VOLUNTARILY.

MOCERI & LOMBARDO OF SUPERIOR,  
LLC, a Michigan limited liability company,

By: \_\_\_\_\_  
Anthony Lombardo

Its: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF MACOMB    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by Anthony Lombardo, a \_\_\_\_\_ of Mocerri & Lombardo of Superior LLC, a Michigan limited liability company, on behalf of the company.

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

SUPERIOR CHARTER TOWNSHIP, a  
Michigan municipal corporation

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

Its: \_\_\_\_\_

STATE OF MICHIGAN            )  
  ) ss  
COUNTY OF WASHTENAW    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
\_\_\_\_\_ 2013, by \_\_\_\_\_, the \_\_\_\_\_ of Superior Charter  
Township, a Michigan municipal corporation, on behalf of the corporation.

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

WE, THE UNDERSIGNED COUNSEL FOR M&L AND THE TOWNSHIP, RESPECTIVELY,  
HEREBY STIPULATE TO THE ENTRY OF THE ABOVE-AMENDED JUDGMENT,  
NOTICE OF ENTRY WAIVED:

\_\_\_\_\_  
Timothy M. Koltun (P37155)  
Attorney for Mocerri & Lombardo of  
Superior, LLC

\_\_\_\_\_  
Frederick Lucas (P29074)  
Attorney for Superior Charter Township

Dated: \_\_\_\_\_, 2013

Dated: \_\_\_\_\_, 2013

# Exhibit A to the First Amended Consent Judgment

## Legal Description of the Property

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The South 1/2 of the following described land:

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Tax Item Nos. 10-36-300-001, 10-36-300-012, 10-36-300-013

# Exhibit B to the First Amended Consent Judgment

**Area Plan to the Consent Judgment Follows**



**SECOND AMENDMENT TO MASTER DEED**  
**OF**  
**WOODSIDE VILLAGE**

**Moceri & Lombardo of Superior LLC**, a Michigan limited liability company, the address of which is 51237 Danview Technology Court, Shelby Township, Michigan 48315, being the Developer of Woodside Village, a residential condominium project located in the Charter Township of Superior, Washtenaw County, Michigan (the "Condominium Project"), established pursuant to the Master Deed thereof recorded on May 10, 2006 in Liber 4556, Page 829, Washtenaw County Records, as amended by a First Amendment to Master Deed recorded on January 23, 2008, in Liber 4662, Page 835, Washtenaw County Records, and designated as Washtenaw County Condominium Subdivision Plan No. 521 (the "Master Deed"), hereby amends, with the approval of the Township, the Master Deed pursuant to the rights reserved to the Developer under the Master Deed for the purposes described below. Upon the recording of this Second Amendment to Master Deed in the office of the Washtenaw County Register of Deeds, the Master Deed will be amended as follows:

1. Section 3.9 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 3.9 "**Consent Judgment**" means the Consent Judgment, dated May 26, 2004, rendered by the Trial Court for the County of Washtenaw with respect to land described in Article II, as the same may now or hereafter be amended.

2. Section 3.14 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 3.14 "**Development Agreement**" means that certain First Amendment to the Development Agreement entered into between Developer and the Township and recorded on July 10, 2007, in Liber 4633, Page 755, Washtenaw County Records, as amended by a Second Amendment to the Development Agreement recorded on January 23, 2008 in Liber 4662, Page 834, Washtenaw County Records, as the same may now or hereafter be further amended.

3. Section 3.19 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 3.19 "**Park**" means the approximately 0.15 acre park, including the Children's Play Equipment Area, identified on Amended Sheet 3 which is a part of **Exhibit A to the Second Amendment to Master Deed**, which is attached hereto.

4. Section 9.15 of the Master Deed is hereby deleted in its entirety and is null and void and of no further force or effect.

5. Section 10.8 of the Master Deed is hereby amended and restated in its entirety to read as follows:

Section 10.8 Development Agreement; Consent Judgment; Site Plan.

Developer is developing the Project pursuant to the Development Agreement, Consent Judgment and the approved final site plan, as the same may be amended from time to time with the approval of the Township. Accordingly, the provisions of this Master Deed shall be subject to the provisions of the Development Agreement, Consent Judgment and approved final site plan, as the same may be amended from time to time with the approval of the Township. Notwithstanding anything to the contrary contained in this Master Deed, any amendment to this Master Deed which conflicts with the terms of the Development Agreement, Consent Judgment or approved final site plan for the Project, as amended from time to time with the approval of the Township, shall require the prior approval of the Township.

6. Amended Sheets 1, 3, 4, 11, 16, 17, 24 and 28 of the Condominium Subdivision Plan of Woodside Village, attached hereto as **Exhibit A to the Second Amendment to Master Deed**, shall replace and supersede Sheets 1, 3, 4, 11, 16, 17, 24 and 28 of Replat No. 1 of the Condominium Subdivision Plan of Woodside Village, as recorded, and such superseded Sheets shall be of no further force or effect.

7. In all respects, other than as hereinabove indicated, the Master Deed of Woodside Village, including the Bylaws and Condominium Subdivision Plan that constitute Exhibits A and B to the Master Deed and recorded as aforesaid, is hereby ratified and confirmed.

[SIGNATURE PAGE FOLLOWS]



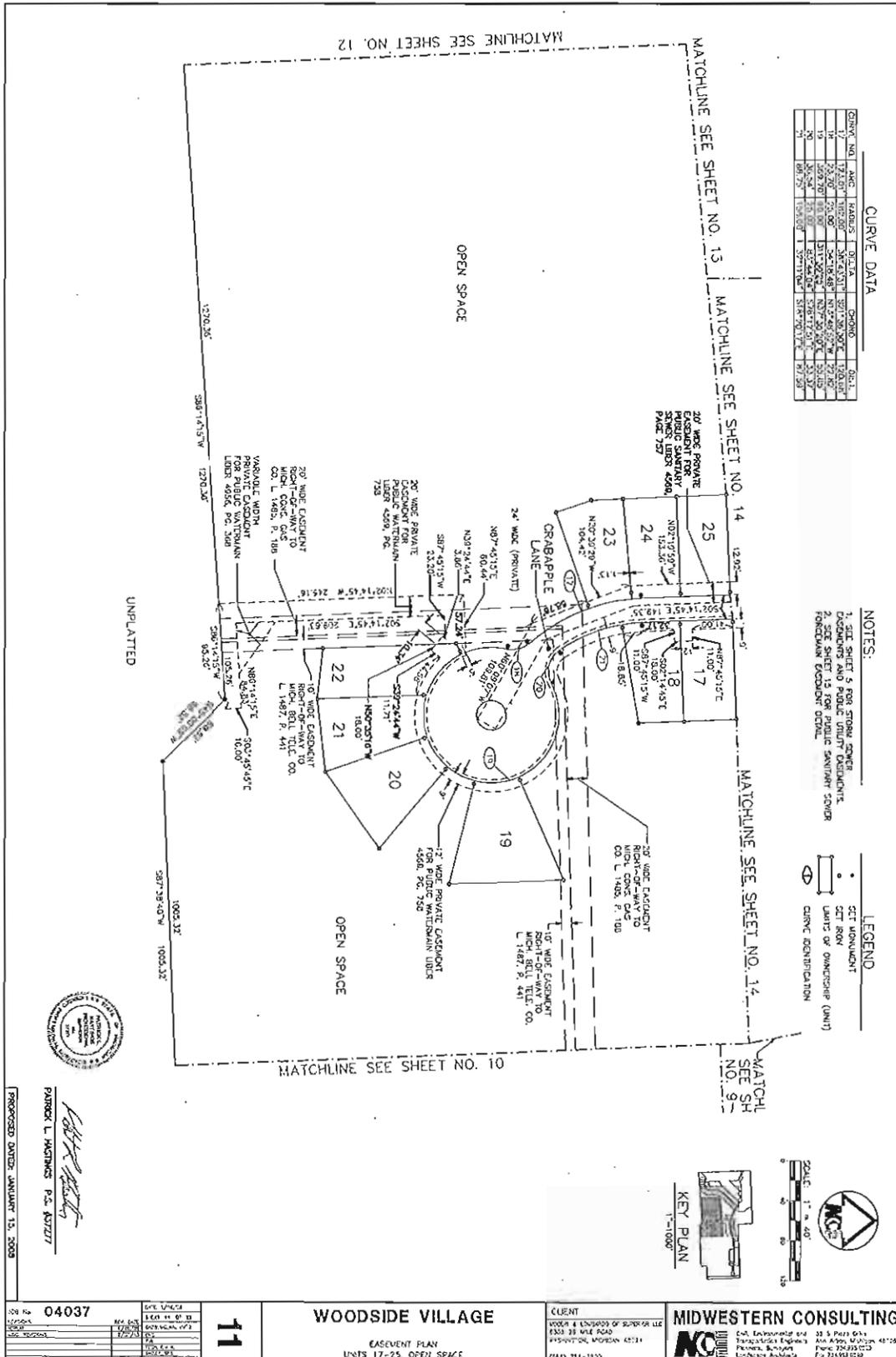








Exhibit A to Second Amendment to Master Deed



CURVE DATA

CHANG. NO.	ANG.	RADIUS	DELTA	CHORD	PT. OF BEGINNING	PT. OF ENDING
18	27.00°	25.00'	36.18'	12.22'	12.22'	12.22'
19	20.70°	10.00'	13.75'	4.53'	12.22'	12.22'
20	30.54°	10.00'	13.75'	4.53'	12.22'	12.22'
21	60.75°	15.00'	20.71'	7.59'	12.22'	12.22'

NOTES:  
 1. SEE SHEET 5 FOR STORM SEWER EASEMENTS AND PUBLIC UTILITY EASEMENTS. EASEMENTS AND PUBLIC UTILITY EASEMENTS ARE SHOWN IN RED. EASEMENTS ARE SHOWN IN RED. EASEMENTS ARE SHOWN IN RED.

LEGEND:  
 SET WORKMANT  
 SET ROW  
 LIMIT OF SHOULDER (LMT)  
 CURVE IDENTIFICATION



Patrick L. Hastings, P.E. 147277

PROCESSED UNDER: JANUARY 13, 2009

PROJECT NO.	04037
DATE	1/13/09
SCALE	AS SHOWN
NO. OF SHEETS	11
SHEET NO.	11

**WOODSIDE VILLAGE**  
 CASEMENT PLAN  
 UNITS 17-25, OPEN SPACE

CLIENT  
 JOHN R. ENGLISH OF SUPERIOR LLC  
 8303 28 MILE ROAD  
 PLYMOUTH, MINNESOTA 55424  
 (612) 751-1100

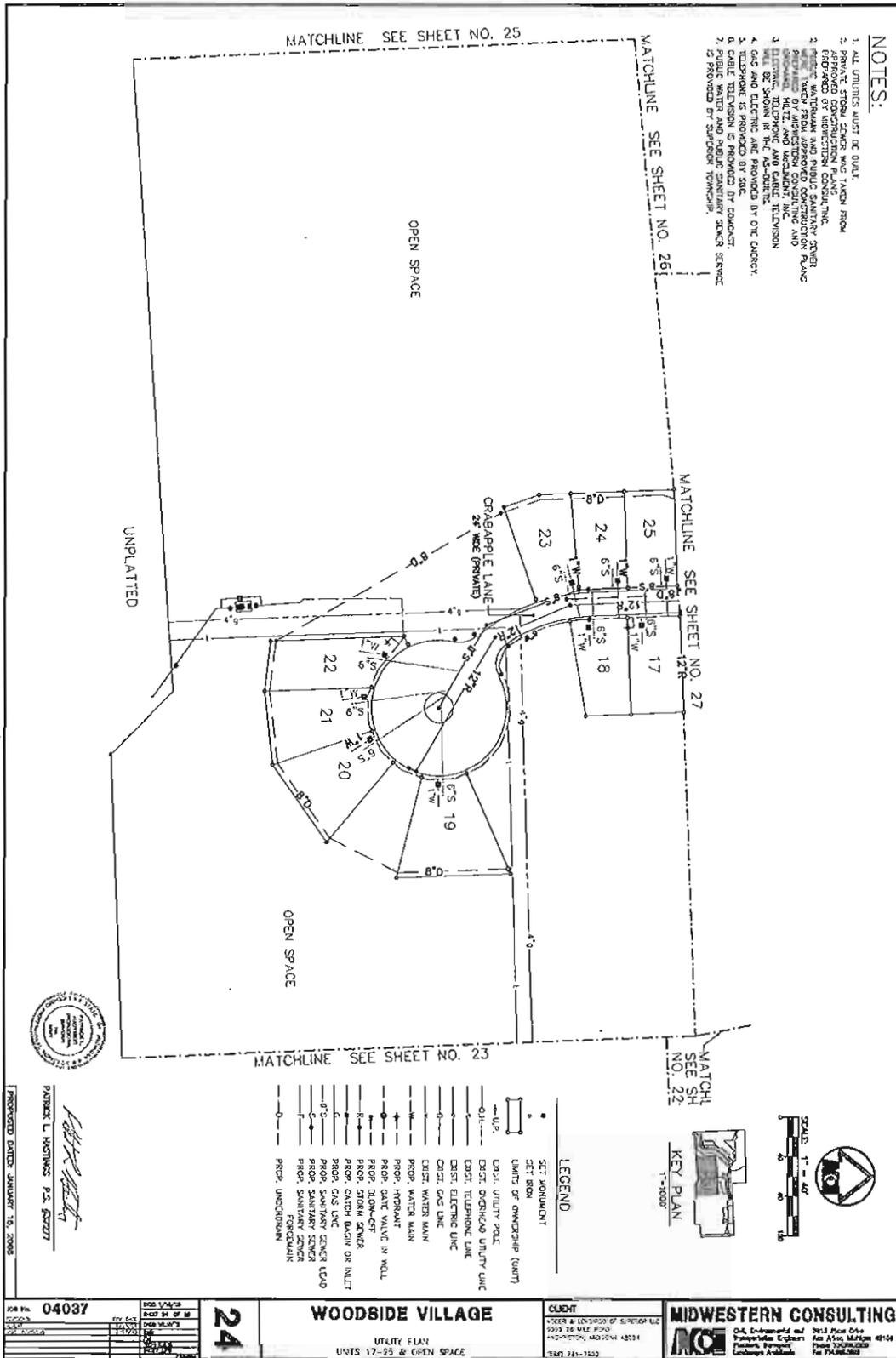
**MIDWESTERN CONSULTING**

245 Environmental and Transportation Engineers  
 1000 Park Avenue  
 Lincoln, Nebraska 68502  
 Phone: 402.464.4100  
 Fax: 402.464.4101  
 E-mail: info@midwesternconsulting.com





Exhibit A to Second Amendment to Master Deed



NOTES:

1. ALL UTILITIES MUST BE QUALITY.
2. PRIVATE STORM SEWER MUST BE TAKEN FROM EXISTING STORM SEWER AND NOT BE RECONNECTED TO WASTEWATER TREATMENT PLANT.
3. PRIVATE WASTEWATER AND PUBLIC SANITARY SEWER MUST BE TAKEN FROM APPROVED CONSTRUCTION PLANS AND NOT BE RECONNECTED TO WASTEWATER TREATMENT PLANT.
4. ELECTRIC, TELEPHONE, AND CABLE TELEVISION MUST BE TAKEN FROM EXISTING UTILITIES.
5. GAS AND ELECTRIC ARE PROVIDED BY THE OWNER.
6. TELEPHONE IS PROVIDED BY SBC.
7. CABLE TELEVISION IS PROVIDED BY COMCAST.
8. PUBLIC WATER AND PUBLIC SANITARY SEWER SERVICE IS PROVIDED BY SARDISBORO TOWNSHIP.

LEGEND

- SET MONUMENT
- SET RISK
- LIMITS OF OWNERSHIP (UNIT)
- DIST. UTILITY POLE
- DIST. OVERHEAD UTILITY LINE
- DIST. TELEPHONE LINE
- DIST. GAS LINE
- DIST. WATER MAIN
- PROP. WATER MAIN
- PROP. INTERMATT
- PROP. GATE VALVE IN WELL
- PROP. BENCH MARK
- PROP. EXIST. DRAIN OR WELLS
- PROP. GAS LINE
- PROP. SANITARY SEWER (C/D)
- PROP. SANITARY SEWER
- PROP. SANITARY SEWER
- PROP. SANITARY SEWER
- PROP. UNRECORDED

ROBERT L. HASTINGS, P.E. 04037  
 PREPARED DATE: JANUARY 18, 2008

04037

**24**

**WOODSIDE VILLAGE**  
 UTILITY PLAN  
 UNITS 17-25 & OPEN SPACE

CLIENT  
 WOODSIDE VILLAGE  
 2500 16 MILE ROAD  
 WINDYBROOK, MICHIGAN 48394  
 588 281-3535

**MIDWESTERN CONSULTING**  
 Civil, Environmental and 3613 Rice Drive  
 Professional Engineers and Surveyors License #41104  
 Planning, Surveying, Photogrammetry  
 Landscape Architecture  
 Phone 724-292-2222  
 Fax 724-292-2222



## MEMO

**DATE:** April 12, 2013

**TO:** Superior Township Board

**FROM:** Richard Mayernik, Building/Zoning Official

A handwritten signature in blue ink, consisting of a stylized 'R' followed by a flourish.

**RE:** Painting

I have requested painting bids from three contractors (B/C Painting, Midwest Pro Painting, and J.D. Quality Painting) to repaint the main hallways and bathrooms (4) of the General Office and the Board Room addition.

Based upon the bids received, I recommend the Township enter into a contract with B/C Painting for a contract amount not to exceed \$5,430.00 (copy attached). B/C Painting was the painting contractor utilized for the 2001 Boardroom addition project.

# B/C Painting

4839 Munger Road, Ypsilanti, MI 48197  
PHONE (734) 434-7170/FAX (734) 434-0520

## PROPOSAL

---

---

SUBMITTED TO:	Superior Township Hall 3040 N. Prospect Ypsilanti, Mi. 48198	DATE:	8-Apr-13
ATTENTION:	Richard Mayernik	PHONE:	734-482-6099
JOB NAME:	Township Hall Common Area painting	FAX:	734-482-3842

Labor and materials to prep and paint the following in areas noted below: walls and ceilings, bathroom partitions, metal doors and misc. frames, and protect all existing floors and base. Work per site visit and work scope with Rick Superior. All work to be scheduled prior to commencement of work.

**1. Main Building Work-----Base Bid-----\$2,880.00**

Alternate: If walls in Lobby B#118 and Vest.#119 are to have Zolatone finish in lieu of paint then ADD \$1,980.00 to base bid above.

**2. Bldg. Addition Work:-----Base Bid-----\$2,550.00**

Alternate: If walls in Lobby #101 and Vest.#100 are to have Zolatone finish in lieu of paint then ADD \$980.00 to base bid above.

AUTHORIZED SIGNATURES:

---

Jeffrey W. Thompson  
B/C Contractors, Inc.

Please sign and return at your earliest convenience for acceptance of this proposal.

PROPOSED BUDGET AMENDMENTS		APRIL 15, 2013	
<b>FIRE FUND</b>			
BUDGET LINE #	DESCRIPTION	DEBIT	CREDIT
206-000-590-000	GRANTS	INCREASE \$ 43,291.00	FOR JAWS OF LIFE STABILIZATION EQUIP
206-336-980-000	EQUIP OVER \$5,000	\$ 45,791.00	INCREASE JAWS OF LIFE STABILIZATION EQUIP
206-336-980-050	EQUIP UNDER \$5,000	\$ 2,500.00	TWP PORTION OF THIS EQUIP PURCHASE
		\$ 45,791.00	\$ 45,791.00

SUPERIOR TOWNSHIP

**BILLS FOR PAYMENT**

DATE: April 15, 2013

TOTAL AMOUNTS TO BE RELEASED FROM EACH FUND

GENERAL	NONE TO SUBMIT
LEGAL DEFENSE	NONE TO SUBMIT
FIRE	NONE TO SUBMIT
LAW	NONE TO SUBMIT
PARK	NONE TO SUBMIT
BUILDING	NONE TO SUBMIT
UTILITIES	\$ 4,875.00
GRAND TOTAL	\$ 4,875.00

SUBMITTED BY: SUSAN MUMM, ACCOUNTANT

SUPERIOR TOWNSHIP UTILITY DEPARTMENT  
 INVOICE APPROVAL REPORT  
 AS OF APRIL 15, 2013

7:23 AM  
 04/11/13

TYPE	DATE	NUM	MEMO	DUE DATE	OPEN BALANCE
OHM ENGINEERING ADVISORS					
BILL	4/4/13	141266	YCUA CONTRACT ASSISTANCE	4/16/13	1,485.00
BILL	4/4/13	141272	GENERAL SERVICES	4/16/13	3,390.00
TOTAL OHM ENGINEERING ADVISORS					4,875.00
TOTAL					4,875.00

# Record of Disbursements

**Date:** 4/15/2013 \_\_\_\_\_

\*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 03/14/2013 - 04/11/2013

Check Date	Check	Vendor Name	Description	Amount
Bank GENL GENERAL FUND				
03/15/2013	34502	DIANE AHO	REIM FOR BOARD OF REVIEW FOOD 3 DAYS	139.61
03/19/2013	34503	SUSAN MUMIM	REIM FOR AA.COM JOB AD FOR NEW ASSISTANT	120.00
03/19/2013	34504	AF SMITH ELECTRIC INC.	REPAIR LIGHT FROM NOV 2012	148.29
03/19/2013	34505	WASHTEAW COUNTY TREASURER	TAX CHARGE BACK 2012	772.24
03/19/2013	34506	C.R. & ASSOCIATES	MONA BACKGROUND CHECK	500.00
03/19/2013	34507	DONALD DUGAS	MARCH BOARD OF REVIEW	255.00
03/19/2013	34508	DONALD PENNINGTON	FEB PLANNING SERVICES	1,137.50
03/19/2013	34509	JAMES SWITALA	MARCH BOARD OF REVIEW	255.00
03/19/2013	34510	JOHN MACNICOL	MARCH BOARD OF REVIEW	255.00
03/19/2013	34511	MML WORKERS' COMP FUND	UTIL PORTION WORKES COMP AUDIT PREMIUM	223.30
03/19/2013	34512	MML WORKERS' COMP FUND	WOPRKERS COMP AUDIT PREMIUM	81.20
03/19/2013	34513	ORCHARD, HILTZ & MCCLIMENT	NON PROJECT ENGINEERING JAN	1,450.00
03/19/2013	34514	ORCHARD, HILTZ & MCCLIMENT	NON PROJECT ENGINEERING	540.00
03/19/2013	34515	PITNEY BOWES INC	MARCH POSTAGE METER	272.00
03/19/2013	34516	SUSAN MUMIM	MILEAGE SUSAN 2/15-3/13	38.42
03/21/2013	34517	STAPLES ADVANTAGE	SUPPLIES	173.86
03/25/2013	34518	CITIZEN'S BANK HEALTH INSUR ACT	APRIL VISION INSUR	151.07
03/25/2013	34519	CITIZEN'S BANK HEALTH INSUR ACT	APRIL DENTAL INSUR	574.77
03/25/2013	34520	CITIZEN'S BANK HEALTH INSUR ACT	APRIL LIFE INSUR	147.55
03/25/2013	34521	JOHN HUDSON	MILEAGE 3/11-3/22	83.62
03/25/2013	34522	BOB MURRAY	3/15 WETLANDS BOARD MEETING	35.00
03/25/2013	34523	C.R. & ASSOCIATES	BACKGROUND CHECK NANCY MASON	400.00
03/25/2013	34524	DAVID ZELISSE	3/13 WETLANDS BOARD MEETING	35.00
03/25/2013	34525	ELLEN KURATH	WETLANDS MEETINGPAY 3/13	35.00
03/25/2013	34526	JIM MCINTYRE	3/13 WETLANDS BOARD MEETING	35.00
03/25/2013	34527	JOHN LANGS	3/13 WETLANDS BOARD MEETING	35.00
03/25/2013	34528	POSTMASTER	RENEW BULK PERMIT	200.00
03/25/2013	34529	SHARED SERVICES, LLC	PUBLIC NOTICES	41.60
03/25/2013	34530	LUCAS & BAKER PC	MISC LEGAL SERVICES	570.00
03/26/2013	34531	AL'S CLEANING SERVICE	CLEANING SERV ARL VAC COVERAGE	299.00
03/26/2013	34532	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 3/28 PAYROLL	24,270.97

03/26/2013	34533	VOID			1,234,567.89	V
03/27/2013	34534	ANN ARBOR CLEANING SUPPLY		CLEANING SUPPLIES	14.88	
03/27/2013	34535	FASTSIGNS		MONA MCCLAIN NAMEPLATE	37.50	
03/27/2013	34536	FEDEX		SHIPPING CHARGES	26.18	
03/27/2013	34537	PAETEC		FEBRUARY TELEPHONES	352.26	
03/27/2013	34538	STAPLES ADVANTAGE		SUPPLIES	267.21	
04/01/2013	34539	CULLIGAN		WATER SOFTNER	47.99	
04/01/2013	34540	GBS INC.		ABSEBTEE APPS AND ENEVELOPES	40.26	
04/01/2013	34541	PRINTING SYSTEMS, INC.		A/P CHECKS HEALTH INSURANCE ACCT	123.80	
04/02/2013	34542	WASHTENAW COUNTY TREASURER		TAX CHARGEBACK	136.47	
04/02/2013	34543	DTE ENERGY		MARCH 2013 ELECTRIC	442.77	
04/02/2013	34544	DTE ENERGY		MARCH 13 GENERAL GAS METER "A"	102.49	
04/02/2013	34545	DTE ENERGY		GENERAL GAS MARCH 2013 METER B	282.02	
04/02/2013	34546	WEX BANK		APRIL 2013 MONTHLY CHARGE CARD FEE	2.00	
04/02/2013	34547	DONALD PENNINGTON		MARCH PLANNING SERVICES	65.00	
04/02/2013	34548	PARHELION TECHNOLOGIES		DEPOSIT ON NEW PHONE SYSTEM	5,000.00	
04/02/2013	34549	RICOH AMERICAS CORP		LEASE MARCH 2013	260.41	
04/02/2013	34550	TERMINIX PROCESSING CENTER		PEST CONTROL 3--31-13	73.00	
04/03/2013	34551	BRENDA MCKINNEY		MARCH 2013 MILEAGE	64.98	
04/03/2013	34552	SUPERIOR TWP PARK FUND		ARPL PARK TRANSFER	18,996.41	
04/03/2013	34553	SUPERIOR TWP PAYROLL FUND		HCSP MARCH 2013	1,350.00	
04/03/2013	34554	SUPERIOR TWP PAYROLL FUND		JOHN HANCOCK MARCH 13	1,258.42	
04/03/2013	34555	SUPERIOR TWP PAYROLL FUND		MERS #2 MARCH 2013	2,519.16	
04/04/2013	34556	AUTOMATED RESOURCE MANAGEMENT		MARCH 2013 PAYROLL SERVICES	244.20	
04/04/2013	34557	FASTSIGNS		NAMEPLATE - ROBERT STEELE	37.50	
04/04/2013	34558	RECYCLE ANN ARBOR		DISPOSAL OF 63 TIRES	405.00	
04/09/2013	34559	JOHN HUDSON		MILEAGE ORDINANCE OFFICER 3/25--4/5	84.75	
04/09/2013	34560	ARAM KALOUSDIAN		DUMP TICKET REIMBURSEMENT	22.00	
04/09/2013	34561	COMCAST		MARCH INTERNET SERVICES	70.95	
04/09/2013	34562	HERITAGE NEWSPAPERS		MARCH 2013 LEGALS	44.80	
04/10/2013	34563	SUPERIOR TWP PAYROLL FUND		CASH TRANSFERS 4/11/13 PAYROLL	23,780.67	
04/11/2013	34564	CAILAN WHITE		REIMBURSEMENT FOR DUMP USAGE	22.00	
04/11/2013	34565	DAVID PHILLIPS		3-27-13 THRU 4-8-13 MILEAGE	44.07	V
04/11/2013	34566	DTE ENERGY		APRIL 2013 GAS	39.30	
04/11/2013	34567	ELECTION SYSTEMS & SOFTWARE, INC.		COVERAGE DATE 7/1/13 - 6/30/14	538.62	
04/11/2013	34568	FINK & VALVO PLLC		LETTER TO SOAVE	52.50	
04/11/2013	34569	MARGUERITE BAYES		REIMBURSEMENT FOR DUMP USAGE	11.50	

04/11/2013	34570	MICHAEL INGELS	REIMBURSEMENT FOR DUMP USAGE	50.00
04/11/2013	34571	STAPLES ADVANTAGE	OFFICE SUPPLIES	302.91
04/11/2013	34572	DAVID PHILLIPS	3/27/13 - 4/8/13 MILEAGE	44.07
				<hr/>
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GENL TOTALS:  
 Total of 71 Checks: 90,533.05  
 Less 2 Void Checks: 44.07  
 Total of 69 Disbursements: 90,488.98

FIRE FUND CHECK REGISTER

CHECK DATE FROM 03/14/2013 - 04/11/2013

Check Date	Check	Vendor Name	Description	Amount
<b>Bank FIRE FUND</b>				
03/19/2013	20907	WASHTENAW COUNTY TREASURER	TAX CHARGEBACK 2012	2,696.50
03/19/2013	20908	FINK & VALVO PLLC	LEGAL SERVICES	210.00
03/19/2013	20909	MML WORKERS' COMP FUND	WORKERS COMP AUDIT PREMIUM	619.15
03/21/2013	20910	AMERICAN AQUA, INC.	WATER SOFTENER	53.05
03/21/2013	20911	APOLLO FIRE APPARATUS REPAIR	FLOODLAMPS	60.28
03/21/2013	20912	OCCUPATIONAL HEALTH CENTERS OF MI	PHYSICAL EXAM FOR PRITULA	92.50
03/21/2013	20913	PSYBUS, INC.	PSYCHOLOGICAL EXAM FOR PRITULA	585.00
03/21/2013	20914	START RESCUE	ROADWAY SAFETY TRAINING PROGRAM	300.00
03/25/2013	20915	CITIZEN'S BANK HEALTH INSUR ACT	APRIL VISION INSUR	205.39
03/25/2013	20916	CITIZEN'S BANK HEALTH INSUR ACT	APRIL VISION INSUR RTIREES	35.08
03/25/2013	20917	CITIZEN'S BANK HEALTH INSUR ACT	APRIL DENTAL INSUR	894.71
03/25/2013	20918	CITIZEN'S BANK HEALTH INSUR ACT	APRIL DENTAL INSUR RETIREES	118.30
03/25/2013	20919	CITIZEN'S BANK HEALTH INSUR ACT	APRIL LIFE INSUR	90.80
03/26/2013	20920	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 3/38 PAYROLL	39,841.15
03/27/2013	20921	ANN ARBOR CLEANING SUPPLY	SUPPLIES	243.70
03/27/2013	20922	AUTO VALUE YPSILANTI	SUPPLIES	45.57
03/27/2013	20923	BATTERIES PLUS - 389	BATTERIES	161.88
03/27/2013	20924	CORRIGAN OIL COMPANY	228 GALLONS OF DIESEL FUEL	798.15
03/27/2013	20925	FIRST DUE FIRE SUPPLY	FIRE BADGES	151.50
03/27/2013	20926	FIRST DUE FIRE SUPPLY	FIRE HELMET	341.78
03/27/2013	20927	HURON VALLEY AMBULANCE	FEBRUARY PAGER RENTAL	65.45
03/27/2013	20928	HURON VALLEY AMBULANCE	MARCH DISPATCHING SERVICES	1,495.44
03/27/2013	20929	PAETEC	FEBRUARY TELEPHONES FOR ST. #2	71.09
03/27/2013	20930	WASHTENAW COMMUNICATIONS	PHONE CHARGER UNIT REPAIRS	247.00
04/01/2013	20931	AMERICAN AQUA, INC.	WATER SOFTENER SALT	53.05
04/01/2013	20932	CLASSIC T'S	GEAR BAG FOR NEW HIRE	20.00
04/01/2013	20933	COMCAST	APRIL INTERNET STATION 1	70.95
04/01/2013	20934	COMCAST	APRIL INTERNET STATION 2	183.69

04/01/2013	20935	PAETEC	MARCH PHONES STATION 1	122.36
04/01/2013	20936	RICOH AMERICAS CORPORATION	COPIER LEASE MARCH	250.39
04/01/2013	20937	WITMER PUBLIC SAFETY GROUP, INC.	TURNOUT /HELMETS FOR NEW HIRES	600.97
04/02/2013	20938	WASHTENAW COUNTY TREASURER	TAX CHARGE BACKS	474.48
04/02/2013	20939	DTE ENERGY	GAS STATION #1 MARCH 2013 GAS	702.40
04/02/2013	20940	DTE ENERGY	STATION #1 MARCH 2013 ELECTRIC	878.27
04/02/2013	20941	DTE ENERGY	STATION #2 MARCH 2013 ELECTRIC	656.65
04/03/2013	20942	SUPERIOR TWP GENERAL FUND	APRIL ACCOUNTING FEE	833.33
04/03/2013	20943	SUPERIOR TWP PAYROLL FUND	MERS #1 MARCH 13	5,692.42
04/03/2013	20944	SUPERIOR TWP PAYROLL FUND	JOHN HANCOCK MARCH 2013	568.82
04/03/2013	20945	SUPERIOR TWP PAYROLL FUND	MERS MARCH 2013	1,350.00
04/04/2013	20946	APOLLO FIRE APPARATUS REPAIR	JAWS OF LIFE EQUIP PART 2	10,376.00
04/04/2013	20947	RESUCE EQUIP SALES	JAWS OF LIFE STABILIZATION EQUIP PART 1	33,621.70
04/04/2013	20948	ANNARBOR.COM	3 MONTH SUBSCRIPTION FIRE STATION #1	32.85
04/04/2013	20949	CORRIGAN OIL COMPANY	DIESEL FUEL FOR APPARATUS	722.09
04/04/2013	20950	WITMER PUBLIC SAFETY GROUP, INC.	HELMET LETTERING NEW HIRES STOATION #1	76.00
04/09/2013	20951	ANN ARBOR WELDING SUPPLY	MEDICAL OXYGEN	62.65
04/09/2013	20952	CUMMINS BRIDGEWAY, LLC	LITE ELEMENTS FOR E-11-1	50.92
04/09/2013	20953	HURON VALLEY AMBULANCE	MARCH 2013 MONTHLY PAGER RENTAL	65.45
04/09/2013	20954	HURON VALLEY AMBULANCE	APRIL 2013 DISPATCH SERVICES	1,495.44
04/09/2013	20955	NEXTEL	CELL PHONES MARCH 2013	250.76
04/09/2013	20956	PAYETTE SALES & SERVICE, INC.	CAST ALUM GAS SPRING BRACKET	28.00
04/09/2013	20957	WASHTENAW AREA MUTUAL AID ASSOC	ANNUAL DUES FOR WAMAA 2013	600.00
04/09/2013	20958	WASHTENAW AREA MUTUAL AID ASSOC	EDISPATCHES 5.5 MONTHS	338.28
04/09/2013	20959	WASHTENAW/LIVINGSTON COUNTY	MEDICAL FIRST REPSORDER FORMS	84.00
04/10/2013	20960	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 4/11/13 PAYROLL	38,253.77
04/11/2013	20961	FIRE ENGINEERING	1 YEAR SUBSCRIPTION RENEWAL	21.00
04/11/2013	20962	SUPERIOR TWP UTILITY DEPARTMENT	BOND AGENCY FEES	48.22

FIRE TOTALS:

Total of 56 Checks:

Less 0 Void Checks:

Total of 56 Disbursements:

148,008.38  
0.00  
148,008.38



BUILDING FUND CHECK REGISTER

CHECK DATE FROM 03/14/2013 - 04/11/2013

Check Date	Check	Vendor Name	Description	Amount
		Bank BUILD BUILDING FUND		
03/18/2013	8197	EDWIN MANIER	ELECTRICAL INSPECTIONS 3/5--3/12	140.00
03/19/2013	8198	MML WORKERS' COMP FUND	WORKERS COMP AUDIT PREMIUM	40.60
03/21/2013	8199	STAPLES ADVANTAGE	SUPPLIES	28.99
03/21/2013	8200	EDWIN MANIER	ELECTRICAL INSPECTIONS FEB PART 2	370.00
03/21/2013	8201	WASH COUNTY BUILDING INSPECTION	ELECTRICAL INSPECTIONS 3/5--3/12	140.00
03/25/2013	8202	CITIZEN'S BANK HEALTH INSUR ACT	APRIL VISION INSUR	24.33
03/25/2013	8203	CITIZEN'S BANK HEALTH INSUR ACT	DENTAL INSUR APRIL	76.94
03/25/2013	8204	CITIZEN'S BANK HEALTH INSUR ACT	APRIL LIFE INSUR	11.35
03/26/2013	8205	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 3/28 PAYROLL	3,861.87
03/27/2013	8206	STANDARD PRINTING	BUSINESS CARDS FOR MAYERNIK	41.10
03/27/2013	8207	WEX BANK	MARCH GASOLINE	65.53
04/03/2013	8208	SUPERIOR TWP PAYROLL FUND	HCSP MARCH 2013	135.00
04/03/2013	8209	SUPERIOR TWP PAYROLL FUND	JOHN HANCOCK MARCH 13	716.52
04/04/2013	8210	EDWIN MANIER	MARCH ELECTRICAL INSPECTIONS	360.00
04/09/2013	8211	MECHANICAL INSPECTORS ASSOC. OF MI	SPRING TRAINING CONFERENCE	100.00
04/10/2013	8212	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 4/11/13 PAYROLL	3,861.86
<b>BUILD TOTALS:</b>				
Total of 16 Checks:				9,974.09
Less 0 Void Checks:				0.00
Total of 16 Disbursements:				<u>9,974.09</u>

LAW FUND CHECK REGISTER

CHECK DATE FROM 03/14/2013 - 04/11/2013

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank LAW LAW FUND					
03/18/2013	LAW	2914	PRINTING SYSTEMS, INC.	REISSUE OF CHECK 2887 LOST AP CHECKS	157.79
03/19/2013	LAW	2915	WASHTENAW COUNTY TREASURER	FEB SHERIFF'S OVERTIME	6,412.57
03/19/2013	LAW	2916	WASHTENAW COUNTY TREASURER	JAN SHERIFF'S OVERTIME	10,366.14
03/19/2013	LAW	2917	WASHTENAW COUNTY TREASURER	ADDITIONAL SHERIFF'S OVERTIME NOV	5,553.19
03/19/2013	LAW	2918	WASHTENAW COUNTY TREASURER	TAX CHARGEBACK 20012	2,019.27
04/02/2013	LAW	2919	WASHTENAW COUNTY TREASURER	TAX CHARGE BACKS	356.50
04/02/2013	LAW	2920	DTE ENERGY	MARCH 13 ELECTRIC LAW	442.77
04/03/2013	LAW	2921	SUPERIOR TWP GENERAL FUND	APRIL ACCOUNTING FEES	100.00
04/10/2013	LAW	2922	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 4/11/13 PAYROLL	182.87
04/11/2013	LAW	2923	DTE ENERGY	APRIL 2013 GAS	13.10
04/11/2013	LAW	2924	WASHTENAW COUNTY TREASURER	LAW ENFORCEMENT APRIL 2013	126,750.00

LAW TOTALS:

Total of 11 Checks:

Less 0 Void Checks:

Total of 11 Disbursements:

152,354.20  
 0.00  
152,354.20

PARK FUND CHECK REGISTR

CHECK DATE FROM 03/14/2013 - 04/11/2013

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank PARK PARK FUND					
03/19/2013	PARK	11570	MML WORKERS' COMP FUND	WORKERS COMP AUDIT PREMIUM	50.75
03/21/2013	PARK	11571	ALL SEASONS LANDSCAPING CO. INC.	BLOWER REPAIRS	166.99
03/21/2013	PARK	11572	WALMART COMMUNITY/GEGRB	SUPPLIES	59.37
03/25/2013	PARK	11573	CITIZEN'S BANK HEALTH INSUR ACT	APRIL VISION INSUR	5.38
03/25/2013	PARK	11574	CITIZEN'S BANK HEALTH INSUR ACT	DENTAL INSUR APRIL	20.68
03/25/2013	PARK	11575	CITIZEN'S BANK HEALTH INSUR ACT	APRIL LIFE INSUR	5.68
03/26/2013	PARK	11576	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 3/28 PARYOLL	1,662.78
03/27/2013	PARK	11577	DANIEL ALLEN	REIMBURSEMENT FOR SUPPLIES	5.47
03/27/2013	PARK	11578	DANIEL ALLEN	REIMBURSEMENT FOR SUPPLIES	98.31
03/27/2013	PARK	11579	KEITH LOCKIE	MILEAGE REIMBURSEMENT	67.80
03/27/2013	PARK	11580	STAPLES CONTRACT AND COMMERCIAL	OFFICE SUPPLIES	66.78
03/27/2013	PARK	11581	VERIZON WIRELESS	MARCH CELL PHONES	93.59
04/02/2013	PARK	11582	DTE ENERGY	FEB 13 ELECTRIC MAINTENANCE GARAGE	44.21
04/02/2013	PARK	11583	HOME DEPOT CREDIT SERVICES	PARKS & REC REPAIR PARTS	6.78
04/02/2013	PARK	11584	WEX BANK	GAS/PROPANE PARK MARCH 13	278.22
04/03/2013	PARK	11585	SUPERIOR TWP GENERAL FUND	APRIL 2013 ACCOUNTING FEES	500.00
04/03/2013	PARK	11586	SUPERIOR TWP PAYROLL FUND	HCSP MARCH 2013	67.50
04/03/2013	PARK	11587	SUPERIOR TWP PAYROLL FUND	MERS #2 MARCH 13	213.30
04/03/2013	PARK	11588	SUPERIOR TWP PAYROLL FUND	JOHN HANCOCK MARCH 2013	175.44
04/10/2013	PARK	11589	SUPERIOR TWP PAYROLL FUND	CASH TRANSFERS 4/11/13 PAYROLL	3,271.89
04/11/2013	PARK	11590	THE ROCKET	KITES FOR SUMMER PROGRAM	503.28

PARK TOTALS:

Total of 21 Checks:

Less 0 Void Checks:

Total of 21 Disbursements:

7,364.20

0.00

7,364.20

7:15 AM

04/11/13

ACCRUAL BASIS

SUPERIOR TOWNSHIP UTILITY DEPARTMENT  
CHECK REGISTER

MARCH 19 THROUGH APRIL 15, 2013

DATE	NUM	NAME	MEMO	AMOUNT
1001		CASH - O&M		
1011		O&M CHECKING - CHASE		
4/10/13	EFT	MAGIC-WRIGHTER	MONTHLY FEE - 03/13	(46.54)
3/20/13	78B9	SUPERIOR TWP. GENERAL FUND	W/C AUDIT	(223.30)
3/20/13	7890	SUPERIOR TWP. PAYROLL FUND	MERS HEALTH SAVINGS - 03/13	(1,147.50)
3/20/13	7891	ANN ARBOR CHARTER TOWNSHIP	W/S PURCH. - 12/12-02/13	(9,875.91)
3/20/13	7892	BATTERIES PLUS	BATTERY PACKS (2) FOR HANDHELDS	(129.98)
3/20/13	7893	CONSUMER'S LIFE INSURANCE COMPANY	VOID: LIFE INSURANCE - 04/13	0.00
3/20/13	7894	DELTA DENTAL PLAN OF MICHIGAN	VOID: DENTAL INSURANCE - 04/13	0.00
3/20/13	7895	ETNA SUPPLY	FLANGE GASKETS	(544.64)
3/20/13	7896	JACK DOHENY SUPPLIES	ANNUAL MAINT. ON VACTOR	(1,457.46)
3/20/13	7897	OHM ENGINEERING ADVISORS	GENERAL SERVICES	(4,995.00)
3/20/13	7898	PARHELION TECHNOLOGIES	MULT. COMP. REL. INV. - 03/13	(483.75)
3/20/13	7899	PITNEY BOWES	POSTAGE METER LEASE - 1ST/13	(432.87)
3/20/13	7900	PURCHASE POWER	POSTAGE METER REFILLS	(400.00)
3/20/13	7901	STANDARD PRINTING	ENVELOPES	(89.00)
3/20/13	7902	YPSILANTI COMM. UTILITIES AUTHORITY	W/S PURCH. - 02/13	(103,628.77)
3/20/13	7903	CONSUMER'S LIFE INSURANCE COMPANY	VOID: LIFE INSURANCE - 04/13	0.00
3/20/13	7904	DELTA DENTAL PLAN OF MICHIGAN	VOID: DENTAL INSURANCE - 04/13	0.00
3/20/13	7905	VISION SERVICE PLAN	VOID: VISION INSURANCE - 04/13	0.00
3/21/13	7906	CITIZEN'S HEALTH INSURANCE ACCOUNT	MEDICAL INSURANCE - BORDINE - 04/13	(376.41)
3/26/13	7907	SUPERIOR TWP. UTIL. DEPT. CAPITAL RESERVE	TRANSFER PAYMENT FROM ROBERT BAIRD OF 03/07/13	(24,600.00)
3/26/13	7908	A.F. SMITH ELECTRIC INC.	LIGHT BULBS	(331.20)
3/26/13	7909	AT&T	BOOSTER STA. PHONE - 03/13	(56.87)
3/26/13	7910	CITIZEN'S HEALTH INSURANCE ACCOUNT	DENTAL INSURANCE - 04/13	(742.45)
3/26/13	7911	CITIZEN'S HEALTH INSURANCE ACCOUNT	LIFE INSURANCE - 04/13	(107.82)
3/26/13	7912	CITIZEN'S HEALTH INSURANCE ACCOUNT	VISION INSURANCE - 04/13	(170.02)
3/26/13	7913	COMCAST	INTERNET - MAINT. FAC. - 03/13	(86.95)
3/26/13	7914	ETNA SUPPLY	FRANGE GASKETS	(199.88)
3/26/13	7915	KEITH LOCKIE	MILEAGE - 1ST QTR./2013	(59.89)
3/26/13	7916	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	(229.33)
3/26/13	7917	VERIZON	CELL PHONES - 03/13	(235.63)
3/26/13	7918	SUPERIOR TWP. PAYROLL FUND	PAYROLL - 03/28/13	(20,197.94)
4/2/13	7919	SUPERIOR TWP. GENERAL FUND	ACCOUNTANT - 04/13	(166.67)
4/2/13	7920	AL'S CLEANING SERVICE	ADM. BLDG. CLEANING - 03/13 (4 WEEKS)	(160.00)
4/2/13	7921	AUTO-WARES GROUP (AUTO VALUE)	BACKHOE PARTS	(252.08)
4/2/13	7922	DTE	MULTIPLE GAS & ELECTRIC - 03/13	(3,949.32)
4/2/13	7923	PRINTING SYSTEMS, INC.	UTILITY BILLS (4,000)	(292.90)
4/2/13	7924	RICOH AMERICAS CORPORATION	COPIER LEASE - 03/13	(161.88)
4/2/13	7925	SAM'S CLUB	PAPER TOWELS	(45.40)
4/2/13	7926	USABBLUEBOOK	HYDRANT DIFFUSER	(116.43)
4/2/13	7927	WINDSTREAM	PHONES - MAINT. FAC. - 04/13	(173.91)
4/2/13	7928	ZEE MEDICAL, INC.	FIRST AID SUPPLIES	(40.15)
4/3/13	7929	SUPERIOR TWP. PAYROLL FUND	JOHN HANCOCK PENSION - 03/13	(660.26)
4/10/13	7930	SUPERIOR TWP. PAYROLL FUND	MERS PENSION - 03/13	(2,519.50)
4/10/13	7931	SUPERIOR TWP. PAYROLL FUND	PAYROLL - 04/11/13	(20,947.17)
4/10/13	7932	ANSWERING SERVICE, INC.	ANSWERING SERVICE - 04/13	(92.00)
4/10/13	7933	CHET'S RENT-ALL	MARKING PAINT	(26.00)
4/10/13	7934	COMCAST	INTERNET - ADM. BLDG. - 03/13	(70.95)
4/10/13	7935	CUMMINS BRIDGEWAY, LLC	GENERATOR MAINT. CONTRACTS	(4,088.44)
4/10/13	7936	DTE	GAS & ELECT. @ 1799 N. PROSPECT - 03/13	(235.54)
4/10/13	7937	MICHIGAN SECTION, AWWA	SPRING REGIONAL MTGS.	(190.00)

7:15 AM  
 04/11/13  
 ACCRUAL BASIS

SUPERIOR TOWNSHIP UTILITY DEPARTMENT  
 CHECK REGISTER  
 MARCH 19 THROUGH APRIL 15, 2013

DATE	NUM	NAME	MEMO	AMOUNT
4/10/13	7938	RICOH USA, INC.	COLOR COPIES - 1ST/13	(175.07)
4/10/13	7939	STANDARD PRINTING	PAYMENT RECEIPTS	(108.00)
4/10/13	7940	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	(165.46)
4/10/13	7941	STAPLES CREDIT PLAN	ADDING MACHINE TAPES	(45.98)
4/10/13	7942	WRIGHT EXPRESS FSC	FUEL CHARGES - 03/13	(328.02)
TOTAL 101 O&M CHECKING - CHASE				(205,860.24)
TOTAL 100 CASH - O&M				(205,860.24)
120 CASH - CAPITAL RESERVE				
125 CR CHECKING - CHASE				
3/26/13	EFT	THE BANK OF NEW YORK MELLON	2003 BOND PAYMENT	(65,600.00)
4/10/13	400	THE BANK OF NEW YORK MELLON	2003 BOND INTEREST PAYMENT	(167,557.50)
4/10/13	401	THE BANK OF NEW YORK MELLON-AGENCY FEES	2003 BOND AGENCY FEES	(112.50)
TOTAL 125 CR CHECKING - CHASE				(233,270.00)
TOTAL 120 CASH - CAPITAL RESERVE				(233,270.00)
TOTAL				(439,130.24)

FYI

April 19, 2013					
<b>From: Brenda L. McKinney</b>					
<b>To: Superior Township Board</b>					
<b><i>Danbury Park Manor Pilot Program Deferred Revenue for 2014</i></b>					
<b><i>9412 MacArthur Blvd.</i></b>					
<b><i>Ypsilanti, MI 48198</i></b>					
<b><i>Willow Run Schools School District</i></b>					
<b><i>\$119,507.22 Divided by the total Millage 55.7591 = \$2,143.28 X Millage Rate</i></b>					
<b><i>Add 2% Each Year</i></b>					
		Rates:			
General Fund		0.8192	\$ 2,023.53	Receipt into	101-000-000-287-001
Fire Fund		3.0000	\$ 6,429.84	Receipt into	206-000-000-287-001
Law Fund		2.2500	\$ 4,822.38	Receipt into	266-000-000-287-001
SET		6.0000	\$ 12,859.68		
Oper	W/R	18.000	\$ 38,579.04		
Debt	W/R	10.300	\$ 22,075.78		
Wash ISD		3.9745	\$ 8,518.47		
Comm College		3.6376	\$ 7,796.40		
Ypsilanti Library		1.8874	\$ 4,045.23		
Washtenaw County		5.7654	\$ 12,356.87		
		55.6341	\$ 119,507.22		
		FYI			

FYI

## WASHTENAW COUNTY ROAD COMMISSION

555 N. Zeeb Road  
Ann Arbor, Michigan 48103

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### MEDIA ADVISORY

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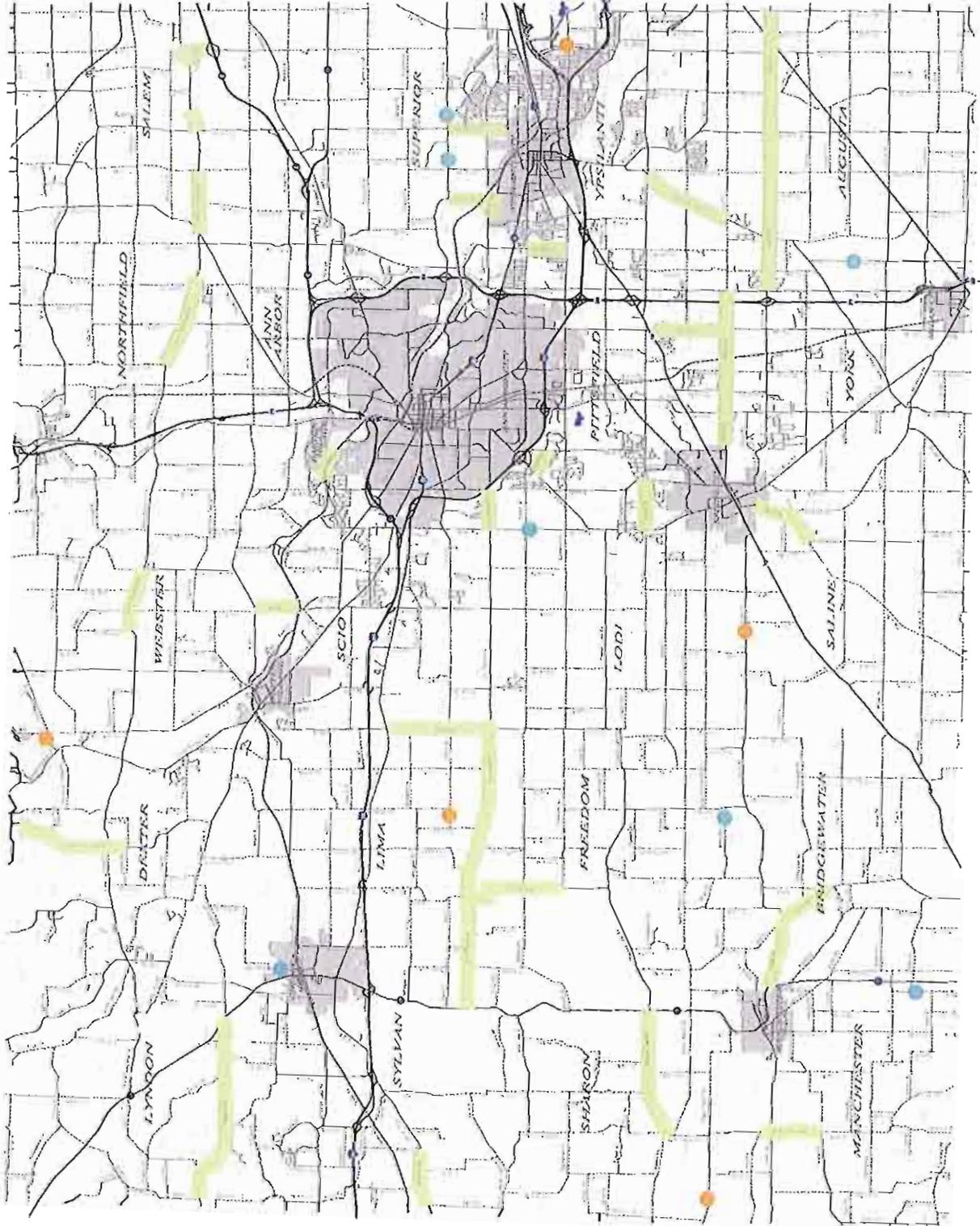
- WHO:** To media representatives, the motoring public and all interested parties
- WHAT:** Proposed Road Improvement Plan Based on Governor Snyder's Road and Bridge Funding Proposal
- WHEN:** Potentially 2013 and 2014 Construction Seasons
- WHERE:** Countywide Improvements
- WHY:** Needed Road and Bridge Improvements
- BACKGROUND:** The Washtenaw County Road Commission has prepared a two year road improvement plan based on the potential \$1.2 to \$1.6B increase in road funding that has been proposed by Governor Snyder. The attached plan would improve 67 miles of the worst roads in Washtenaw County and replace five (5) bridges that are in poor condition. This work would be completed over a two year period after the funding proposals are approved by the State Legislature.
- The Road Commission is hopeful the funding proposals can be finalized in early 2013 to help insure some of the work could be completed during the 2013 construction season.
- CONTACT:** If you have any questions concerning this plan, please contact Roy Townsend, Managing Director, at (734) 327-6662, or via email at [townsendr@wcroads.org](mailto:townsendr@wcroads.org)
- DATE:** April 3, 2013

Washtenaw County  
 Road Commission  
 Governor Snyder's  
 Proposed Road & Bridge  
 Funding Plan



Proposed Countywide Projects  
 Legend

-  Crush & Shape with " Overlay
-  Bridge Replacement
-  Large Culvert Replacement



**Governor Synder's Proposed Road Funding Plan**

**Washtenaw County Road Commission Two Year Plan of Proposed Improvements:**

**List of Roads to be Pulverized and Overlaid with 4 inches of HMA:**

Township	Roads	Miles	Unit Cost	Summary Cost
Salem	N Territorial & Goffredson	5.0	\$ 300,000	\$ 1,500,000
Northfield	N Territorial	2.5	\$ 300,000	\$ 750,000
Webster	N Territorial	2.0	\$ 300,000	\$ 600,000
Dexter	Dexter Townhall	3.0	\$ 300,000	\$ 900,000
Lyndon	Waterloo	5.0	\$ 300,000	\$ 1,500,000
Sylvan	Old US 12 & Sclo Church	2.5	\$ 300,000	\$ 750,000
Lima	Sclo Church	5.0	\$ 300,000	\$ 1,500,000
Sclo	Sclo Church, Parker & Zeeb	4.0	\$ 300,000	\$ 1,200,000
Ann Arbor	Huron River Drive & Newport	2.0	\$ 300,000	\$ 600,000
Superior	Superior & Prospect	2.0	\$ 300,000	\$ 600,000
Ypsilanti	HRD, Stoney Creek & Prospect	4.0	\$ 300,000	\$ 1,200,000
Pittsfield	Bemis, Platt & Oak Valley	4.5	\$ 300,000	\$ 1,350,000
Lodi	Textile	2.0	\$ 300,000	\$ 600,000
Freedom	Fletcher & Sclo Church	3.5	\$ 300,000	\$ 1,050,000
Sharon	Pleasant Lake	3.0	\$ 300,000	\$ 900,000
Manchester	Sharon Valley	3.0	\$ 300,000	\$ 900,000
Bridgewater	Austin	2.0	\$ 300,000	\$ 600,000
Saline	Austin & Macon	3.0	\$ 300,000	\$ 900,000
York	Willis & Bemis	3.0	\$ 300,000	\$ 900,000
Augusta	Willis	6.0	\$ 300,000	\$ 1,800,000
		<b>67.0</b>		<b>\$ 20,100,000</b>

**Bridges Replacements:**

Township	Bridge Location	Each	Unit Cost	Summary Cost
Dexter	McGregor over Portage Canal	1.0	\$ 1,500,000	\$ 1,500,000
Lima	Liberty over Mill Creek	1.0	\$ 1,000,000	\$ 1,000,000
Ypsilanti	Tyler / Ward Overpass (Removal Only)	1.0	\$ 3,000,000	\$ 3,000,000
Sharon	Sharon Valley over River Raisin	1.0	\$ 1,500,000	\$ 1,500,000
Saline	Austin over Bauer Drain	1.0	\$ 1,000,000	\$ 1,000,000
				\$ -
				<b>\$ 8,000,000</b>

**Sealcoat & Culverts Replacements**

Countywide	Roads	Unit	Unit Cost	Summary Cost
		miles		
	Sealcoat & Crack Sealing	100	\$ 20,000	\$ 2,000,000
		each		
	Large Culverts (10 - 19 ft. span)	10	\$ 200,000	\$ 2,000,000
	Small Culverts (4 -10 ft. span)	20	\$ 20,000	\$ 400,000
				<b>\$ 4,400,000</b>

**Total Cost Summary of Road, Bridge, Sealcoat & Culverts Projects: \$ 32,500,000**



FYI

## Public Hearing Notice

**City of Ypsilanti City Council  
Tuesday, 09 April 2013, 7:00 p.m.  
Council Chambers, City Hall**

The City of Ypsilanti City Council will hold a public hearing on Tuesday, 09 April 2013, at 7:00 p.m. in the Council Chambers of 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): 517-521 Tyler Rd**

The City Council will hear a presentation, hold a public hearing, and consider the first reading of an ordinance to rezone 517-521 Tyler Rd. **This parcel is currently zoned B2, Community Business; PL, Public Land; and M2, General Manufacturing. Planning Commission has recommended that the portion currently zoned PL, Public Land, be rezoned to M2, General Manufacturing.** The Master Planned future land use for 517-521 Tyler Rd is Community Commercial and Light Industrial/High Technology. The address, parcel number, and legal description are:

- **517-521 Tyler Rd:** 11-11-10-360-023, COM AT SW COR SEC 10, TH N 00-00-00 E 578.82 FT, TH N 89-31-00 E 32.75 FT TO POBTH N 00-00-00 E 49.50 FT, THN 89-31-00 E 165.25 FT, TH N 00-00-00 E 23.50 FT, TH N 85-46-20 E 36.49 FT, TH TH N 02-09-20 W 6.48 FT, TH N 85-47-10 E 193.19 FT, TH S 01-37-20 E 66.04 FT, TH S 89-09-30 E 231.17 FT, TH S 00-14-30 E 76.26 FT, TH N 89-50-24 E 00.55 FT, TH S 00-09-36 E 331.34 FT, TH S 89-50-25 W 231.41 FT, TH S00-09-36 E 198.00 FT, TH S 89-50-24 W 15.00 FT, TH N 00-09-36 W 198.00 FT, TH S 89-50-24 W 84.24 FT, TH N 00-02-36 W 293.19 FT, TH S 89-31-00 W 133.02 FT, TH N 00-00-00 E 40.00 FT, TH N 89-31-00 E 00.35 FT, TH N 00-00-00 E 49.50 FT, TH S 89-31-00 W 165.35 FT TO THE POB. PT OF SW 1/4 SEC 10T3S-R7E. 4.03AC ASSESSOR REQUEST 2-22-99 RROM 11-10-360-022 & 11-10-360-013; OWNER REQUEST 12-04-97 FROM 11-11-03-360-002& 11-10-03-360-004 & 11-10-360-011

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.**



March 26, 2013

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

Dear Mr. Phillips:

In an effort to better serve our customers, Comcast is planning a realignment of our High Definition (HD) programming line-up. This realignment will allow Comcast to unify and better organize our HD program offerings across our footprint by creating new "genre-based neighborhoods" utilizing 4-digit channel number capabilities.

Accordingly, on or around April 16, 2013, all 3-digit HD channels located between 138 - 999 will be duplicated on channels located between 1001-1999. Customers are being notified of these channel additions by bill message. Further detailed customer communication will be provided before the removal of the duplicate 3-digit HD channels in late summer.

As always, feel free to contact me directly at 734-254-1888 with any questions you may have.

Sincerely,

A handwritten signature in blue ink that reads "Frederick G. Eaton".

Frederick G. Eaton  
Senior Manager, Government Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170



March 18, 2013

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

Dear Mr. Phillips:

As part of Comcast's commitment to keep you informed about important developments that affect our customers in your community, I am writing to notify you of changes to our channel lineup. Customers are being notified of these changes via a bill message.

Effective April 19, 2013, WMYD- Cozi (ch.286) will be added to Limited Basic Service. A preview of this channel will be available beginning April 10, 2013, to customers that subscribe to Limited Basic Service

Also, effective on or about May 22, 2013, Fox Business Network / Fox Business Network HD (ch. 06/243) will move from the Digital Preferred Service to the Digital Starter Service.

As always, feel free to contact me directly at 734-254-1888 with any questions you may have.

Sincerely,

A handwritten signature in blue ink that reads "Frederick G. Eaton".

Frederick G. Eaton  
Senior Manager, Government Affairs  
Comcast, Heartland Region  
41112 Concept Drive  
Plymouth, MI 48170