

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
JULY 19, 2010
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1. CALL TO ORDER

The regular meeting of the Superior Charter Township Board was called to order by the Supervisor at 7:30 p.m. on July 19, 2010, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

2. PLEDGE OF ALLEGIANCE

The Supervisor led the assembly in the pledge of allegiance to the flag.

3. ROLL CALL

The members present were William McFarlane, Brenda McKinney, David Phillips, Nancy Caviston, Roderick Green, Lisa Lewis and Alex Williams.

4. ADOPTION OF AGENDA

It was moved by McKinney, seconded by Green to adopt the agenda with the addition of the Resolution for the Jaycees' "Running the Rails" race as item k. under new business.

The motion carried by a voice vote.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF JUNE 21, 2010

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

The motion carried by a voice vote.

B. SPECIAL MEETING OF JULY 2, 2010

It was moved by Caviston, seconded by Green, to approve the minutes of the special Board meeting of July 2, 2010, as presented.

The motion carried by a voice vote.

6. CITIZEN PARTICIPATION

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A. INTRODUCTION OF WASHTENAW COUNTY ADMINISTRATOR AND NEW DEPUTY

Washtenaw County Commissioners Roland Sizemore and Ken Schwartz introduced Washtenaw County Administrator Verna McDaniel and Deputy Administrator William Reynolds. Administrator McDaniel spoke about the recent appointment of Mr. Reynolds as Deputy Administrator and his background. He previously served as the County Administrator of Chippewa County, Wisconsin. He is a lawyer, completed a Master's Degree at Harvard's John F. Kennedy School of Government and served active and reserve duty in the U.S. Marine Corps. Mr. Reynolds indicated he has served at various levels of government and is fond of local government. He is enthusiastic and excited about his new position with Washtenaw County.

B. OTHER CITIZEN PARTICIPATION

Ellen Kurath expressed some concerns about the work the Road Commission had completed to improve the water drainage on Hickman and Geddes Roads. Supervisor McFarlane indicated he would have the Road Commission review the situation there for additional improvement.

B. TRUSTEE GREEN, SEMCOG REPORT

Trustee Roderick Green made a presentation about SEMCOG and the services and benefits they provide the Township. He said SEMCOG promotes the collaboration of governments to save money, increase the procurement of federal funds and improve services and infrastructure to the southeast Michigan area. He said Superior Township has benefitted from SEMCOG's efforts to improve transportation in the area, initiate the development of the aerotropolis at the Willow Run Airport, implement the Ann Arbor to Detroit commuter rail, create jobs and provide educational programs to local government officials and employees.

7. **REPORTS**

A. SUPERVISOR REPORT

Supervisor McFarlane reported on the following: The Township now subscribes to the Michigan Department of State Drivers Record Reporting Service. The Township has received driving records for all employees and officials who operate Township vehicles, or receive mileage reimbursement. The Township will be notified if any employee has

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their driver's license revoked, suspended or restricted. Township officials are involved in on-going contract negotiations with the firefighter's union. The negotiations are going well. Township staff and officials are in the process of updating Ordinance No. 24, which regulates the height of weeds and grass. The Board should receive the first reading of the amended ordinance at the next Board meeting. During installation of some EECBG energy efficiency renovations, it was discovered that some lighting fixtures in the Township Hall need to be replaced for safety and cost efficiency. Township staff approved additional improvements in the amount of \$2,000 to remedy these problems. The July Board of Review is tomorrow, July 20, 2010. Errors and omissions, and poverty exemptions will be reviewed.

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

Clerk Phillips commented that the Sheriffs Department's Report of Highlighted Calls for Service for June 2010 did not contain any reports of shots fired. He said that reports from residents, management, police and people living nearby indicated that the MacArthur Blvd area was significantly better than several years ago.

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

The motion carried by a voice vote.

C. FINANCIAL REPORTS, ALL FUNDS, EXCEPT UTILITIES ENDING MAY 31, 2010

Board members commented that all expenditures and revenues for all of the funds were in acceptable amounts as of May 31, 2010.

It was moved by McKinney, seconded by Caviston, to accept the Financial Reports for all funds, except Utilities, ending May 31, 2010.

The motion carried by unanimous voice vote.

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8. COMMUNICATIONS

A. RESOLUTION REGARDING DON STAEBLER

The following Resolution was moved by McKinney, seconded by
**SUPERIOR TOWNSHIP BOARD OF TRUSTEES
WASHTENAW COUNTY, MICHIGAN
JULY 19, 2010**

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

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED the Superior Township Board of Trustees extends its congratulations to Donald Staebler on the occasion of his 100th birthday, August 18, 2010.

**ON JULY 19, 2010 THE SUPERIOR TOWNSHIP BOARD OF TRUSTEES
ADOPTED THE ABOVE RESOLUTION AND OFFERED THEIR
CONGRATULATIONS AND THANKS TO MR. STAEBLER.**

William McFarlane, Supervisor David Phillips, Clerk Brenda McKinney, Treasurer
Trustees Nancy Caviston, Rodney Green, Lisa Lewis and Alex Williams

Roll call vote:

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

Nays: None

Absent: None

The Resolution was adopted.

The Board agreed that the Township should provide Mr. Staebler a copy of the Resolution on August 22, 2010.

B. SUPERVISOR MCFARLANE LETTER, PROSPECT POINT EAST, ROAD COMPLETION

Construction at the Prospect Pointe East subdivision stalled after only a few homes were built and the final wear course of asphalt has not been installed on the subdivision's roads. The Washtenaw County Road Commission has been holding a bond in the amount of \$340,000 for the installation of the asphalt wear course. The Road Commission has indicated that if the developer does not complete the asphalt wear course by August 1, 2010, they will draw on the bond and complete the work. In his letter, Supervisor McFarlane requests that the Road Commission continue to maintain an adequate bond and require roadway completion based upon future home construction. He also requested the Road Commission assist with placing barricades on roads with no homes to prevent the unlawful conduct that occurs.

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It was moved by Caviston, seconded by Green, to receive Supervisor McFarlane's letter and to approve his recommendation for the Road Commission to maintain an adequate bond and require road completion based upon the completion of homes. Also, for the Road Commission to assist with barricading roads that have no homes and have become areas for unlawful behavior and dumping.

The motion carried by unanimous voice vote.

9. UNFINISHED BUSINESS

A. GROWTH MANAGEMENT PLAN/ MASTER PLAN UPDATE

At the regular meeting of June 21, 2010, the Board received the draft of the Master Plan that the Planning Commission had adopted and referred to the Township Board. The Board referred the Plan back to the Planning Commission with for consideration of modification to the following:

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

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

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

Planning Consultant Rodney Nanney explained to the Board that except for the use of "commercial" on page 5-50, the Planning Commission concurred with all of the modifications recommended by the Board. The corrected pages were provided to the Board for review and discussion.

The following Resolution was moved by Lewis, and seconded by Caviston:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Superior Charter Township Board of Trustees, in accordance with the Michigan Planning Enabling Act, hereby adopts the *Superior Township Master Plan: A Growth Management Plan -2010 Update* as the Master Plan for the future development of the Township and as the basis for the Township's Zoning Ordinance, and directs that copies of the adopted Master Plan be forwarded to Washtenaw County, all local units of government contiguous to the Township and other entities as required by Section 43 (5) of the MPEA.

BE IT FURTHER RESOLVED that the Township Board hereby expresses its appreciation to the members of the Superior Township Planning Commission for their

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commitment to the Master Planning process and for their thorough and well-considered revisions.

Roll call vote:

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

Nays: None

Absent: None

The motion carried.

10.

NEW BUSINESS

A. ORDINANCE NO. 174-04, ZONING ORDINANCE TEXT AMENDMENTS

Through application of the Zoning Ordinance, Township staff, planning consultants and attorneys recommended that various text amendments should be made.

It was moved by Green, seconded by Lewis that the following Ordinance No. 174-04, Zoning Ordinance Text Amendments be approved for first reading:

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As Recommended for Approval by the Planning Commission on June 23, 2010**

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
ORDINANCE NO. 174-04**

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

1. Section 1.14C (Public Hearing Procedures) to create an exception from the requirement for a posting of a public hearing sign for any request to the Zoning Board of Appeals appealing the dimensional standards for a single-family dwelling;
2. Section 16.02A (Classification of Nonconformities) to correct typographical errors in two (2) section references;
3. Section 16.05 (Nonconforming Single-Family Detached Dwellings) to require nonconforming accessory structures to meet the same standard for expansion as nonconforming dwellings by adding references to "customary accessory structures" in subsection "2";

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4. Section 16.08 (Nonconforming Structures) to correct a typographical error by changing a reference in the first paragraph from "use" to "structure";
5. Sections 5.304.2., 5.501C., 5.502.4., 5.601E., 5.603B.3., and 5.603.B.8. to clarify separation distance measurement requirements;
6. Section 14.04 (Design Review) to revise the geographic area and scope of authority for the Dixboro Design Review Board; and
7. Section 17.03 (Definitions) to add new definitions for "Bulk Feed and Farm Supply Stores" and "Farm Implements."]

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

ARTICLE 1

ADMINISTRATION AND ENFORCEMENT

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

Section 1.14 Public Hearing Procedures.

C. Posting of Signage.

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

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ARTICLE 5

USE STANDARDS

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

Section 5.304 Day Care and Large Group Home Facilities.

The following regulations shall apply to group day care homes, day care centers, and adult foster

care large group homes, except licensed group day-care homes that lawfully operated before

March 30, 1989:

1. In accordance with applicable state laws, such facilities shall be registered with or licensed by the State of Michigan.
2. Group day care homes shall be located a minimum of 1,500 feet from the lot boundaries for any of the following facilities, as measured along public or private road rights-of-way between the nearest boundaries of the group day care home

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lot and the facility lot. The subsequent establishment of any of the facilities listed in this subsection shall not affect any approved Conditional Use Permit for a group day-care home:

- a. Another licensed group day-care home.
- b. A adult foster care small group home or large group home.
- c. A facility offering substance abuse treatment and rehabilitation service to seven (7) or more people as licensed under the State public health code.
- d. A community correction center, resident home, halfway house, or other similar facility that houses an inmate population under the jurisdiction of the Michigan Department of Corrections.

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

Section 5.501 Intensive Industrial Operations.

Intensive industrial operations shall be subject to the following:

C. Development Standards.

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

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

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2. In accordance with Section 7.003 (Regulatory Flexibility) the Planning Commission may recommend and the Township may authorize measurement of this separation distance to the near edge of the operation's development area within a larger parcel. The planned uses and/or method of open space preservation for land within the required separation distance shall be shown on the Planned Manufacturing (PM) district Area Plan for the project.

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

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

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

Material recovery facilities, junkyards, salvage yards, and similar outdoor vehicle storage,

dismantling or recycling facilities shall conform to all applicable federal, state, county, and local

laws and regulations and to the following requirements:

4. The facility, when established and located within 500 feet of the boundary of any Rural Residential or Urban Residential Districts, Planned Community (PC) special

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district incorporating RESIDENTIAL USES, or boundary of a lot occupied by existing RESIDENTIAL USES, as measured by a straight line along the shortest distance between the zoning district or lot boundary and the boundary of the subject lot for the facility, shall not be open for business and shall not be operated at any time other than between the hours of 8:00 a.m. and 6:00 p.m. on weekdays, and between 8:00 a.m. and 12:00 noon on Saturday and Sunday.

[DELETE and REPLACE the text of subsection "E.1." to clarify separation distance measurement

requirements, as follows]

Section 5.601 Composting Centers.

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

E. Screening and Separation Standards.

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

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

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

[DELETE and REPLACE the text of subsections "B.3." and "B.8." to clarify separation distance

measurement requirements, as follows]

Section 5.603 Extractive and Earth Removal Operations.

B. General Requirements.

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

3. No digging, stockpiling, excavating, or equipment storage and/or repairs shall take place closer than 100 feet from any lot line, and 300 feet from the boundary of any Rural Residential or Urban Residential Districts, and any Planned Community (PC) Special District incorporating RESIDENTIAL USES. Stockpiles of stripped topsoil shall be seeded with grass or similar plant materials approved by the Planning Commission to prevent erosion onto other properties.

8. All fixed equipment and machinery shall be located at least 100 feet from any lot line and 500 feet from the boundary of any Rural Residential or Urban Residential Districts, and any Planned Community (PC) Special District incorporating RESIDENTIAL USES. If the zoning classification of any land within 500 feet of such equipment or machinery shall be changed to a residential classification or to a PC Special District incorporating RESIDENTIAL USES subsequent to the operation of such equipment or machinery, the operation of such

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equipment or machinery may continue but may not expand in intensity of use and in no case shall be less than 100 feet from any lot line adjacent to such zoning district.

**ARTICLE 14
SPECIAL DEVELOPMENT REGULATIONS**

[DELETE and REPLACE the text of subsection "A" to revise the geographic area and scope of

authority for the Dixboro Design Review Board, as follows]

Section 14.04 Design Review.

A. Scope.

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

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

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- a. Plymouth Road between Old Ford Road/Tanglewood Drive and Dixboro Road;
- b. Church Street;
- c. Short Street;
- d. Cherry Hill Road south from Plymouth Road to Fleming Creek; and
- e. Dixboro Road south from Church Street to the Ann Arbor Charter Township boundary.

2. The Dixboro Design Review Board shall have responsibility for reviewing and making advisory recommendations to the Planning Commission on minor or preliminary site plan, preliminary condominium site plan, conditional use permit, and special district area plan applications, prior to Planning Commission action, consistent with this Section and the adopted Design Guidelines for the Historic Village of Dixboro.

3. The Dixboro Design Review Board shall also have responsibility for reviewing and making advisory recommendations to the Zoning Inspector on applications for approval of new single-family dwellings, consistent with this Section and the adopted Design Guidelines for the Historic Village of Dixboro.

4. The Zoning Inspector shall have responsibility for reviewing applications for administrative site plan approval per Section 10.02C (Administrative Approval) and certificates of zoning compliance per Section 1.07 (Certificates of Zoning Compliance). The Zoning Inspector shall make available relevant section(s) of the adopted Design Guidelines for the Historic Village of Dixboro to the applicant, and shall make recommendations on the application to encourage consistency with these guidelines.

5. Any person may meet with the Dixboro Design Review Board during a regularly scheduled meeting without charge to seek input from the Board regarding a proposed development or building project in the Dixboro community. The fee for

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a special Board meeting shall be as provided for in the Township's adopted fee schedule.

**ARTICLE 16
NONCONFORMITIES**

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

Section 16.02 Scope.

A. Classification of Nonconformities.

Nonconformities shall be classified in one of the following categories:

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As Recommended for Approval by the Planning Commission on June 23, 2010

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

[DELETE and REPLACE the text of subsection "2" to require nonconforming accessory structures

to meet the same standard for expansion as nonconforming dwellings, as follows]

Section 16.05 Nonconforming Single-Family Detached Dwellings.

Nonconforming single-family detached dwellings and customary accessory structures shall be

exempt from the provisions of this Article that would otherwise apply to existing, lawfully established single-family detached residential uses located in non-residential zoning districts; or

to existing, lawfully established single-family detached dwellings or customary accessory structures that do not conform to the applicable dimensional standards of this Ordinance. Such

dwellings and accessory structures may be used, repaired, expanded, altered, or replaced if

destroyed, subject to the following:

1. **Dwelling as a nonconforming use.** An existing, lawfully established singlefamily dwelling and customary accessory structures located in a non-residential zoning district may be repaired, altered, or replaced if destroyed, provided that:
 - a. Such work shall conform to all applicable standards of this Ordinance as if the property and use were located in the single-family residential zoning district (R-1, R-2, R-3, or R-4) most similar in terms of the minimum lot width and area requirements to the size of the subject lot.
 - b. The use, dwelling, and accessory structures shall be maintained in conformance with all other applicable federal, state, and local laws, ordinances, regulations and rules.
2. **Dwelling as a nonconforming structure.** Where an existing, lawfully established single-family dwelling or customary accessory structure is nonconforming structure with respect to the dimensional requirements of this Ordinance, the following standards shall apply:

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a. Structural changes and alterations to a nonconforming single-family dwelling or customary accessory structure that decrease or do not affect the degree of nonconformity shall be permitted. Such structures may be expanded, provided that:

(1) The addition shall conform to the dimensional standards and other requirements of the zoning district in which it is located.

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(2) The expanded structure shall not exceed the ground floor coverage and floor area ratio limits of the district in which it are located.

b. All repairs and maintenance shall conform to the State Construction Code and all other applicable code requirements. A damaged structure shall be adequately secured, and shall be protected against further damage from the elements.

c. A nonconforming single-family dwelling and customary accessory structures may be reconstructed or replaced if destroyed, provided that:

(1) Any replacement structure shall conform to the dimensional standards of the zoning district where it is located, except where, in the determination of the Zoning Inspector, existing site conditions would prevent reasonable conformance. In such cases, the dwelling or customary accessory structure may be reconstructed on the existing location.

(2) Application for a building permit for reconstruction or replacement of a destroyed structure shall be made within 365 calendar days of the date of such damage, and all work shall be completed within the building permit approval period. Where pending insurance claims require an extension of time, the Zoning Inspector may grant one (1) extension of up to 365 calendar days, provided that the property owner submits a certification from the insurance company attesting to the delay.

(3) A nonconforming structure that is moved within a lot or to another lot shall thereafter conform to the regulations of the district in which it is located.

d. If a nonconforming dwelling or customary accessory structure becomes physically unsafe or unlawful due to a lack of repairs or unsecured exposure to the elements, or is declared to be unsafe or unlawful by reason of physical condition under the State Construction Code or applicable fire or property maintenance codes, it shall not thereafter be restored, repaired or rebuilt except in conformity with all Ordinance requirements.

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

Section 16.08 Nonconforming Structures.

Single-family detached dwellings that are a nonconforming structure in the zoning district shall

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be subject to the standards of Section 16.05 (Nonconforming Single-Family Detached Dwellings). All other nonconforming structures shall be allowed to continue after the effective

date of this Ordinance or amendments thereto, subject to the following conditions:

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ARTICLE 17

DEFINITIONS

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

Section 17.03 Definitions.

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

them in this Section:

Bulk Feed and Farm Supply Stores. An agricultural commercial business offering for sale

and/or rental farm supplies, tools, and equipment; and sales of animal and livestock feed,

equestrian supplies and equipment, pet food, lawn care and gardening supplies, mulch, fertilizer, seeds, and other items used directly and principally for agricultural purposes, but not

including sale or rental of farm implements, machinery or vehicles. (See "**Farm Implements**")

Farm Implements. Machinery, vehicles, and attachments used directly and principally for the

purpose of producing agricultural products, including those used for the preparation, seeding,

irrigation or cultivation of soil for growing or harvesting of agricultural products.

Roll call vote:

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

Nays: None

Absent: None

The motion carried.

B. YCUA 2000 SANITARY SEWER SYSTEM NO. 2 BOND PROPOSAL

The Utility Department contacted the Township's financial advisor for bonds, Stauder, Barch & Associates, in regards to refunding/refinancing the YCUA 2000 Sanitary Sewer

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System No. 2 Bond. The Township shares this bond with Ypsilanti Township, with the Township holding about 72% and Ypsilanti Township holding the remaining 28% of the bond. The principal owed is about \$4,310,000. Stauder, Barch & Associates indicated they felt it was likely that a new bond could be secured with an interest rate of about 3%, which would result in savings of about \$460,000. If the Township paid an additional \$1,000,000 towards the principal, the Township would save an additional approximately \$180,000. In order to proceed with the refinancing, the Township must adopt the following Resolution, which requires the Board to approve the Refunding Contract, and authorizes and directs the Township Supervisor and Clerk to take all other actions necessary to carry out the provisions of the Refunding Contract.

It was moved by Phillips, seconded by McKinney, to approve the contract and the Resolution.

REFUNDING CONTRACT

THIS REFUNDING CONTRACT is made and entered into this 19th day of July, 2010, under the provisions of Act 34, Public Acts of Michigan, 2001, as amended, (“Act 34”) and the Act (collectively the “Acts”), by and between the YPSILANTI COMMUNITY UTILITIES AUTHORITY (the “Authority”), a public corporation organized and existing under the authority of Act 233, Public Acts of Michigan, 1955, as amended (the “Act”), the CHARTER TOWNSHIP OF SUPERIOR (“SUPERIOR”) and the CHARTER TOWNSHIP OF YPSILANTI (“Ypsilanti”) (Ypsilanti and Superior are sometimes hereinafter referred to as the “Local Units”) both located in the County of Washtenaw, Michigan.

WITNESSETH:

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

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

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

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

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

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

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

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

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

1. Approval of Refunding. The Authority and the Local Units hereby approve and confirm the refunding of all or part of the Refunded Bonds under the provisions of the Act in the manner provided by and pursuant to this Refunding Contract.
2. Issuance of Refunding Bonds by Authority. The Authority will issue refunding bonds (the "Refunding Bonds") in the total principal amount of not to exceed \$6,000,000 in order to pay all or part of the costs of refunding the Bonds as described in Section 1. All costs of retiring the Bonds and of issuing the Refunding Bonds, including payment of the principal of and interest on the Bonds, underwriting discount, bond and other printing, administrative, rating fees, legal and financial advisory fees and expenses, printing of official statements, bond insurance, trustee and paying agent/registrars fees and all related expenses shall be paid from the proceeds of sale of the Refunding Bonds or from cash amounts to be made available to pay such costs.
3. Authority Actions Relating to Refunding. To carry out and accomplish the refunding in accordance with the provisions of Michigan law, the Authority shall or has taken take the following steps:
 - (a) The Authority will adopt a resolution providing for the issuance of the Refunding Bonds in the aggregate principal amount of not to exceed

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\$6,000,000 (the "Refunding Bond Resolution"), such Resolution substantially in the form attached hereto and based upon the financial analysis provided by the Authority's financial advisor of the financial benefits of the refunding. The Refunding Bonds shall mature serially, as authorized by law, and will be issued in anticipation of the debt service installment payments required to be made by the Local Units as provided in the 2000 Contract and as hereinafter provided in this Refunding Contract and will be secured primarily by the contractual obligations of each Local Unit to pay said installments when due, including interest. After due adoption of the Refunding Bond Resolution, the Authority will take all legal procedures and steps necessary to effectuate the sale and delivery of the Refunding Bonds.

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

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

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

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

All payments under this Refunding Contract shall be allocated between the Local Units according to the Local Unit Share calculation set forth in the 2000 Contract; provided, that any Local Unit contribution of funds on hand to the refunding of the Refunded Bonds shall be considered partial satisfaction of such Local Unit's Local Unit Share and may therefore alter the percentage share of each payment under this Refunding Contract allocable to each Local Unit (the "Adjusted Local Unit Share"). If one or both of the Local Units contributes funds on hand to the refunding of the Refunded Bonds, then concurrent with or prior to delivery of the Bonds, an authorized officer of each Local Unit shall execute, and the Authority shall acknowledge, a certificate setting forth all such contributions and the resulting Adjusted Local Unit Shares under this Refunding Contract.

It is agreed that each Local Unit shall pay to the Authority, on each annual maturity date of principal amounts of the Refunding Bonds, its Local Unit Share or, if applicable, its

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

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

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

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

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7. Continued Effectiveness of 2000 Contract. All provisions of the 2000 Contract not inconsistent herewith, and particularly all covenants relative to the payment of and security for the Bonds made by each Local Unit therein, shall remain in full force and effect and shall apply with equal effect to the Refunding Bonds authorized hereby, it being understood that upon issuance of the Refunding Bonds, all or part of the Refunded Bonds will be defeased and the Refunding Bonds shall be substituted therefor and shall be outstanding in their place and stead. It is also hereby recognized that the obligation of each Local Unit to make payments for debt service for those maturities of the 2000 Bonds which are not being refunded will continue in full force and effect.

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

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

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

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

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

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

[remainder of page left blank intentionally]

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

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

In the presence of:
UTILITIES

YPSILANTI COMMUNITY
AUTHORITY

By: _____
Chairman of its Commission

By: _____
Secretary of its Commission

In the presence of:
YPSILANTI

CHARTER TOWNSHIP OF

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By: _____
Supervisor

By: _____
Township Clerk

In the presence of:
SUPERIOR

CHARTER TOWNSHIP OF

By: _____
Supervisor

By: _____
Township Clerk

18,167,766.1\099369-00032

RESOLUTION APPROVING REFUNDING CONTRACT

**Charter Township of Superior
County of Washtenaw
State of Michigan**

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

PRESENT: Members: McFarlane, Phillips, McKinney, Caviston, Green, Lewis, Williams

ABSENT: Members: None

The following preamble and resolutions were offered by Member Phillips and supported by Member McKinney:

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

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

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

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Approval of Refunding Contract. The Refunding Contract, described in the preamble to this resolution, is approved, and the Supervisor and the Township Clerk of the Township are directed to execute and deliver the Refunding Contract on behalf of the Local Unit.
2. Other Actions. The Supervisor and the Township Clerk of the Township are hereby authorized and directed to take all other actions necessary to carry out the provisions of the Refunding Contract, including but not limited to the execution of the certificate relating to the Adjusted Local Unit Share, as set forth in Section 4 of the Refunding Contract.

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3. Rescission. All resolutions and parts of resolutions in conflict with this resolution be, and the same hereby are rescinded.

AYES: Members

NAYS: Members

RESOLUTION DECLARED ADOPTED.

Township Clerk

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Superior, County of Washtenaw, State of Michigan, at a regular meeting held on July 19, 2010, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Township Clerk

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Roll call vote:

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

Nays: None

Absent: None

The contract was approved and the resolution was adopted.

**C. WATER AND SEWER RATE INCREASE FOR THE ANN ARBOR
TOWNSHIP SERVICE AREA**

Ann Arbor Township provides water and sewer service to approximately fifty homes located on Towsley Lane, Valleyview Court and Valleyview Drive in Superior Township. Ann Arbor Township is increasing the rates they charge the Superior Township Utility Department for water by 5.43% and sewer by 4.36%. The Superior Township Utility Department is proposing to pass the dollar amount of the increase along to the homeowners. There is also an increase in the Special Connections Fees and the cost for fire hydrant winterization was added to Schedule A.

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

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

At a regular meeting of the Township Board of Trustees of Superior Charter Township, Washtenaw County, Michigan, held at the Township Hall of said Township on the 19th of July, 2010, at 7:30 p.m. Eastern Standard Time, the following resolution was offered by McKinney and supported by Caviston.

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

WHEREAS, Ann Arbor Township has increased the charge for sewer by 5.43% and

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

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

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

BE IT FURTHER RESOLVED that this Resolution and attached schedule shall be published pursuant to Section 8 of the Charter Township Act, being MCL 42.8, 3(b) by posting in the Office of the Clerk, 3040 N. Prospect, Ypsilanti, 48198, and on the Township website – www.superior-twp.org – with notice of such in *The Ypsilanti Courier*, a newspaper of general circulation in the Township qualified under state law to publish legal notices, said rate change shall be effective immediately upon publication thereof.

CERTIFICATION

I, David Phillips, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Superior Charter Township Board held on July 19, 2010.

David Phillips, Superior Township Clerk

Date Certified

SCHEDULE A

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

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

1. Service Rates:

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

	<u>Effective August 1, 2009</u>	
feet	Water	\$3.565 per 100 cubic
feet)	Minimum quarterly billing	\$35.65 (1000 cubic

	<u>Effective November 1, 2008</u>	
feet	Sewer	\$2.657 per 100 cubic
feet)	Minimum quarterly billing	\$26.57 (1000 cubic

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

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

	<u>Effective July 1, 2010</u>	
feet	Water	\$6.07 per 100 cubic
feet)	Minimum quarterly billing	\$60.70 (1000 cubic

	<u>Effective July 1, 2009</u>	
feet	Sewer/Wastewater Treatment	\$5.91 per 100 cubic
feet)	Minimum quarterly billing	\$59.10 (1000 cubic

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

2. Miscellaneous Fees

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

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

Meters as listed above plus labor.

3. Trunk and Transmission Fees

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

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

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

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system and Five Thousand Dollars (\$5,000.00) for connecting to the water system plus the Unit Use Factor.

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

TYPE OF USE	UNIT USE FACTORS
Single Family Residential	Base unit rate
Auto Dealers	1.00 unit + 0.20 unit per thousand square feet.
Auxiliary dining room (open not than 20 hours per week)	2.00 unit per thousand square feet
Bar - See Restaurant	
Barber Shops	1.00 unit + 0.10 unit per chair
Beauty Shops	1.00 unit + 0.50 unit per booth
Boarding House	0.20 unit per bed
Boarding Schools	0.20 unit per bed
Bowling Alleys	1.50 unit per thousand square feet of general building area plus restaurant, bar, etc. at their respective unit factors
Car Wash do-it-yourself (coin operated, 10 gal of less per car)	1.00 unit per stall
Car Wash mechanical (without conveyor over 10 gals per car)	10.00 unit per stall
Car Wash conventional (with conveyor)	10.00 unit per twenty feet of conveyor
Churches	0.40 unit thousand square feet
Cleaners unit	1.00 unit per thousand square feet plus 1.50 per press
Convalescent Homes or Assisted Living complexes	1.00 unit + 0.50 unit per bed
Convents	0.20 unit per bed
Country Clubs	1.50 unit per thousand square feet of general building area plus restaurant, bar, swimming pool

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	areas, etc. at their respective unit factors
Drug Stores	1.00 unit per thousand square feet
Factories (exclusive of industrial waste) (industrial waste will be assigned such sanitary use factor units as shall be appropriate in each individual instance, upon petition to the Township for such assignment)	0.75 unit per thousand square feet
Fraternal Organizations	0.50 unit per thousand square fee of general building area plus restaurant, bar, swimming pool
Grocery Stores - Supermarkets	area, etc. at their respective unit factor. 0.80 unit per thousand square feet
Hospitals	1.00 unit + 0.50 unit per bed
Hotels and Motels	1.00 unit + 0.25 unit per bedroom plus restaurant, bar, swimming pool areas, etc. at their respective unit factors
Laundry	0.50 unit per washer
Mobile Home Parks	Base unit rate per mobile space occupied or unoccupied
Multiple Family Residences	1.00 unit per unit
Office building	0.75 unit per thousand square feet
Public Institutes other than hospitals	0.75 unit per thousand square feet
Research Facility	0.75 unit per thousand square feet (Industrial wastes will be assigned such sanitary use factor units as shall be appropriate in each individual instance, upon petition to the Township for such assignment.)
Restaurants or Bars (dinner and/or drinks)	4.00 unit per thousand square feet
Schools without showers and/or pool	1.00 unit per classroom
Schools (shower and/or pool)	1.50 unit per classroom
Service Station	1.00 unit + 0.15 unit per pump
Snack Bars, Drive-ins, etc.	4.00 unit per thousand square feet
Stores (other than specifically listed)	0.35 unit per thousand square feet
Swimming pool (net area of pool- see Country clubs)	2.00 unit per thousand square feet
Theaters	1.00 unit + 0.01 unit per seat
Theaters - Drive In	1.00 unit + 0.20 unit per car
Warehouses	0.15 unit per thousand square feet

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

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

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

4. **Availability Fee**

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

5. **Tap Fees**

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

The tap fee is varied according to the size of the tap. Fees shown in the table that follows are "Minimal Fees". If unusual circumstances or conditions (e.g. crossing a road) are present, the property owner shall be

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billed for 120% of the additional charges made by the contractor to the Township, but no less than the minimal rates.

Minimal Tap Fees

Water Meter Size

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

Sewer Size

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

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

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

6. **Inspection/Connection Charges**

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

Water	\$50.00
Sewer	\$50.00

7. **Special Connection Fees**

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All properties within the Township that receive water and sewer service pursuant to the Township's contract with Ann Arbor Charter Township shall pay the following [Ann Arbor Township Group 1 rate](#) special connection fees in addition to the Township's regular inspection/connection fee (these fees are pass-through fees):

<u>Service Line Size</u>	<u>Sewer Fee</u>	<u>Water Fee</u>
1"	\$ 2,443.62	\$ 3,176.62
1-1/2"	\$ 5,310.89	\$ 6,959.90
2"	\$ 9,324.48	\$12,256.49

8. Meter Charges

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

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

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

An installation charge shall be based on time and labor.

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

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

It is permissible in the case of larger meters for the plumbing contractor to furnish and install large meters, paying only the inspection fees. These meters must be of a brand and type approved by the Township Utility Department. The Utility Department Maintenance Supervisor shall

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inspect and seal the meter at or prior to the time of issuance of an occupancy certificate by the Building Inspector.

9. **Special Rates/Fees**

For miscellaneous services, the following rates are established:

Outside Services

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

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

Callout (Other than regular business hours)

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

Hydrant Use

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

Return Check Fee

\$25.00 per returned check.

Water Usage Charges During Building Construction Periods

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

Residential Water Meter Test Fee:

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

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

Water Turn-On Fees

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

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

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

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

Tenant Security Deposit and Administrative Fee

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

[Fire Hydrant Winterization Fee](#)

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

WATER AND SEWER MAINTENANCE

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

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

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

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

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

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

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

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

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

Roll call vote:

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

Nays: None

Absent: None

The resolution was adopted.

D. NATIONAL FLOOD INSURANCE PROGRAM, RESOLUTION OF INTENT

The Township has received several complaints from residents of the Lakeview Condominium complex that their units flooded during the recent heavy rains. They indicated they were unable to purchase flood insurance because the Township did not participate in the National Flood Insurance Program. Supervisor McFarlane explained that he researched the procedure for the Township to participate in the National Flood Insurance Program. The Township is required to adopt a Resolution of Intent, a Resolution to Manage Floodplain Development and the Ordinance to Designate an Enforcing Agency. Lyn Rose, representing the Lakeview Condominiums Owners Association, was present. She explained to the Board that this past flooding was the worse in twenty years. She said the Condominium Owners Association was very supportive of the Township participating in the National Flood Insurance Program so that the residents could purchase flood insurance. She also explained that perhaps some drainage issues contributed to causing the pond to overflow and flood some of the residences.

The following motion was moved by Green, and seconded by Caviston:

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

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

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

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

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

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

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

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

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

1. Assures the FEMA that the construction code act and the state construction code are administered and enforced within its boundaries; it intends to identify and duly evaluate and enact as necessary, and maintain in force in those areas having flood, mudslide (i.e., mudflow), or flood-related erosion hazards, adequate land use and control measures with effective enforcement provisions consistent with

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- the criteria set forth in Title 44 of the Code of Federal Regulations (44 CFR), Section 60.3 of the NFIP Regulations; and
2. Commits to vest with the community's floodplain management enforcing agency the responsibility to maintain for public inspection and to furnish, upon request, for the determination of applicable flood insurance risk premium rates within all areas having special flood hazards identified on a Flood Hazard Boundary Map (FHBM) or Flood Insurance Rate Map (FIRM), any certificates of flood proofing, and information on the elevation (in relation to mean sea level) of the level of the lowest floor (including basement) of all new or substantially improved structures, and include whether or not such structures contain a basement, and if the structure has been floodproofed, the elevation (in relation to mean sea level) to which the structure was floodproofed; and
 3. Commits to take such other official action as may be reasonably necessary to carry out the objectives of the NFIP program; and
 4. Commits, in its interactions with the Administrator, to:
 - a. Assist the Administrator at his/her request, in his/her delineation of the limits of the area having special flood, mudslide (i.e., mudflow), or flood related-erosion hazards.
 - b. Provide such information as the Administrator may request concerning present uses and occupancy of the floodplain, mudslide (i.e., mudflow), or flood-related erosion areas.
 - c. Cooperate with federal, state and local agencies and private firms which undertake to study, survey, map, and identify floodplain, mudslide (i.e. mudflow), or flood-related erosion areas, and cooperate with neighboring communities with respect to management of adjoining floodplain, mudslide (i.e., mudflow), and/or flood- related erosion areas in order to prevent aggravation of existing hazards.
 - d. Upon occurrence, notify, the Administrator in writing whenever, the boundaries of the community been modified by annexation, or the community has otherwise assumed or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that all FHBMs and FIRMs accurately represent the community's boundaries, include within such modification a copy of a map of the community suitable for reproduction, clearly delineating the new corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

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Participating Community: Superior Charter Township

Date Passed: July 19, 2010

Officer Name: William McFarlane Title: Township Supervisor

Signature: _____ Date: _____

Certified by: David Phillips Title: Township Clerk

Signature: _____ Date: _____

Roll call vote:

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

Nays: None

Absent: None

The Resolution was adopted.

E. SEMCOG 2010 MEMBERSHIP DUES

The Board received a membership notice from the Southeast Michigan Council of Governments (SEMCOG) for membership fees for the period of July 15, 2010 to July 15, 2011 in the amount of \$1,555.00. Board members felt the dues were reasonable for the benefits the Township received from this membership.

It was moved by McKinney, seconded by Caviston, to approve the payment of the SEMCOG membership dues for the period of July 15, 2010 in the amount of \$1,555.00.

The motion carried by unanimous voice vote.

**F. WASHTENAW COUNTY CONSORTIUM FOR SOLID WASTE
MANAGEMENT**

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The Board received the request from the Washtenaw County Consortium for Solid Waste Management (WCCSWM) for FY 2010 Dues Payment in the amount of \$75.00. Alex Williams, Board representative to the WCCSWM, explained some of the benefits the Township received from belonging to the WCCSWM. He and other Board members felt the dues were inexpensive compared to the benefits the Township received.

It was moved by McKinney, seconded by Lewis, to approve the payment of the WCCSWM FY 2010 Dues payment in the amount of \$75.00.

The motion carried by unanimous voice vote.

G. WATS 2010-2011 MEMBERSHIP DUES

The Board received the request from the Washtenaw Area Transportation Study (WATS)) for FY 2010 -2011 Membership Fees in the amount of \$1,000. Supervisor McFarlane explained some of the benefits the Township received from belonging to WATS. He felt the benefits they provided were worth the fees the Township pays.

It was moved by Caviston, seconded by Green, to approve the payment of the WATS 2010-2011 Membership Fees in the amount of \$1,000.

The motion carried by unanimous voice vote.

**H. HURON VALLEY AMBULANCE CONTRACT FOR DISPATCHING
FIRE AND EMS**

Supervisor McFarlane explained that the Huron Valley Ambulance dispatches EMS calls for the Township. Their rate for contract year 2010-2011 is based on a per dispatch amount of \$16.57 which is multiplied by the number of dispatches they completed for the Township during 2009-2010. This results in an annual fee of \$21,259.20 to the Township. The Board discussed the excellent service the Township receives from HVA and how much cheaper their service is as opposed to the Township having to hire staff to answer phones 24 hours/ 365 days a year.

It was moved by McKinney, seconded by Caviston, to approve the contract with HVA to provide EMS dispatching service for 2010-2011 in the amount of \$21,259.20 and to authorize the Supervisor to sign the contract.

Roll call vote:

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

Nays: None

Absent: None

The motion carried.

I. CDBG PROGRAM, HARRIS ROAD NMT AGREEMENT

At their regular meeting on January 20, 2010, the Superior Township Board approved the construction of a non-motorized trail along the west-side of Harris Road at a cost estimated at \$153,000. This approval was contingent upon the Township securing funding from the Urban County Community Block Grant in the amount of \$150,000 and funding from the Washtenaw County Parks and Recreation Commission in the amount of \$60,000. The Township was awarded a \$150,000 Urban County Community Block Grant, which requires the Township to sign an agreement. The following grant agreement was presented to the Board for approval.

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**CR 41924
COUNTY OF WASHTENAW COMMUNITY DEVELOPMENT AGREEMENT
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG PROGRAM)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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- A. Governmental Entities: OMB Circular No. A-87, OMB Circular A-128 as implemented at 24 CFR part 44), and applicable provisions of 24 CFR part 85.
- B. Non-Profit Entities: OMB Circular No. A-122, OMB Circular No. A-21, and OMB Circular A-133, as set forth in 24 CFR part 45, as applicable.
- C. Audits: Audits shall be conducted annually. TOWNSHIP shall also comply with applicable provisions of OMB Circular A-110, as implemented at 24 CFR part 84.
- D. Uniform administrative requirements and cost principles. OMB Circular A-128 (implemented at 24 CFR part 44).
- 5. **OTHER PROGRAM REQUIREMENTS:** [24 CFR 570.503(b)(5)]

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

- A. Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063, as applicable under 24 CFR 570.601
- B. Public Law 88-352, which is title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and implementing regulations in 24 CFR part 1, as applicable under 24 CFR 570.570.601(a)(1).
- C. Public Law 90-284, which is the Fair Housing Act (42 U.S.C. 3601-3620), as applicable under 24 CFR 570.601(a)(2)
- D. Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652; 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107, also apply as applicable under 24 CFR 570.601(b).
- E. In accordance with County regulations and 24 CFR 507.602, Section 109 of the Act requires that no person in the United States shall on the grounds of race, color, national origin, sexual orientation, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR part 6.
- F. Labor standards.
 - (i) In a construction project that has a total cost which exceeds two thousand dollars (\$2,000.00), TOWNSHIP agrees to comply with the requirements of the Davis-Bacon Act (40 U.S.C. 276a-276a - 5). In accordance with 24 CFR 570.603 (a), the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) applies to the rehabilitation of residential property only if such property contains not less than 8 units.
 - (ii) TOWNSHIP agrees to comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 276 et. seq.).
 - (iii) In accordance with 24 CFR 570.603(b), the regulations in 24 CFR part 70 apply to the use of volunteers.
 - (iv) TOWNSHIP agrees that all of its agents, employees, contractors, and subcontractors will be sufficiently and properly trained to perform activities under this Agreement.
 - (v) In accordance with the Drug-Free Workplace Act of 1998 and the rules found at 24 CFR Part 24, subpart F, TOWNSHIP agrees to provide a drug-free workplace.
 - (vi) TOWNSHIP agrees to ensure that all contracts and subcontracts awarded under this Agreement will be awarded on a fair and open competition basis and in accordance with the Office of Community Development Procurement Policy. The Contractor assures the County that it will follow federal procurement standards as described in the Code of Federal Regulations section 2 CFR Part 215.4 when procuring goods or services with federal funds to insure that procurement decisions are made ethically and with free and open competition among those providing the goods or services.
 - (vii) TOWNSHIP agrees to comply with the Living Wage Ordinance enacted by the COUNTY requiring covered vendors who execute a service or professional contract with the COUNTY to pay their employees under that

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

(viii) TOWNSHIP agrees to Equal Opportunity Employment.

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

- G. National Flood Insurance Program. Pursuant to 24 CFR 570.605, the Flood Disaster Protection Act of 1973 (42 U.S.C. 4106) and the regulations in 44 CFR parts 59 through 79 apply to funds provided under 24 CFR 570.
- H. Displacement, relocation, acquisition, and replacement of housing. If property is occupied at the time of this Agreement, TOWNSHIP will comply with the requirements of 24 CFR 570.606.
- I. Employment and contracting opportunities. Pursuant to 24 CFR 570.607, TOWNSHIP shall comply with:
- (i) Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p.339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264) (Equal Employment Opportunity) and the implementing regulations at 41 CFR chapter 60; and
 - (ii) Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135.
- J. Lead-based paint. Pursuant to 24 CFR 570.608, TOWNSHIP agrees to comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part apply to activities under this program.
- K. Use of debarred, suspended or ineligible contractors or sub recipients is prohibited. Pursuant to 24 CFR 570.609, the requirements set forth in 24 CFR part 5 apply to this program. By signing this Contract, TOWNSHIP assures the COUNTY that it will comply with Federal Regulation 45 CFR Part 76 and certifies that to the best of its knowledge and belief the Contractor and any subcontractors retained by Contractor:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
 2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section 2, and;

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4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.
- L. Conflict of interest. Pursuant to 24 CFR 570.611:
- (i) In the procurement of supplies, equipment, construction, and services the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively, shall apply.
 - (ii) In all other cases, the following provisions apply:
 - (a) TOWNSHIP warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which could conflict in any manner with the performance of its services under this Agreement. TOWNSHIP further warrants that it will not employ persons having such an interest.
 - (b) These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the COUNTY or of TOWNSHIP.
 - (c) Exceptions. Upon the written request of the recipient, HUD may grant an exception to the provisions of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of 24 CFR 570.611(d).
 - (iii) TOWNSHIP agrees that no funds received and no personnel employed pursuant to this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the United States Code, which is commonly referred to as "The Hatch Act".
- M. Eligibility restrictions for certain resident aliens. In accordance with 24 CFR 570.613, certain Individuals are ineligible to receive funds under this program.
- (i) Restriction. Certain newly legalized aliens, as described in 24 CFR part 49, are not eligible to apply for benefits under covered activities funded by the Community Development Block Grant Program. "Benefits" under this section means financial assistance, public services, jobs and access to new or rehabilitated housing and other facilities made available under covered activities funded by programs listed in this program. "Benefits" do not include relocation services and payments to which displacees are entitled by law.
 - (ii) Covered activities. "Covered activities" under this section means activities meeting the requirements of Sec. 570.208(a) that either:
 - (1) Have income eligibility requirements limiting the benefits exclusively to low and moderate income persons; or
 - (2) Are targeted geographically or otherwise to primarily benefit low and moderate income persons (excluding activities serving the public at large, such as sewers, roads, sidewalks, and parks), and that provide benefits to persons on the basis of an application.
 - (iii) Limitation on coverage. The restrictions under this section apply only to applicants for new benefits not being received by covered resident aliens as of the effective date of this section.
 - (iv) Compliance. Compliance can be accomplished by obtaining certification as provided in 24 CFR 49.20.
- N. Architectural Barriers Act and the Americans with Disabilities Act. Pursuant to 24 CFR 570.614, TOWNSHIP agrees to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157), the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6), and The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225).
- O. Environmental Standards. Pursuant to 24 CFR Part 58, TOWNSHIP agrees to comply with the National Environmental Policy Act of 1969, the Clean Air Act, and the National Historic Preservation Act of 1966, regarding environmental review, decision making, and actions and responsibilities related to the execution of all federally-funded projects.
6. **SUSPENSION AND TERMINATION:** [24 CFR 570.503(b)(7)]

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

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

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

8. REQUESTS FOR DISBURSEMENT OF FUNDS:

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

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

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

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

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

11. DURATION OF AGREEMENT:

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

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12. PRACTICE AND ETHICS:

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

13. EQUAL ACCESS:

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

14. CONTINGENT FEES:

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

15. PAYROLL TAXES:

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

16 SECURITY:

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

17 INSURANCE REQUIREMENTS:

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

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

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

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

18. INDEMNIFICATION:

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

19. CONTRACT AMENDMENT:

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

20. CHOICE OF LAW AND SEVERABILITY:

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

21. HEADINGS:

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

22. SIGNATURE AUTHORITY:

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

23. ENTIRE CONTRACT:

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

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

ATTESTED TO:

WASHTENAW URBAN COUNTY:

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

ATTESTED TO:

SUPERIOR CHARTER TOWNSHIP:

By: _____
David Phillips (DATE)
Township Clerk

By: _____
William McFarlane (DATE)
Township Supervisor

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

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

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

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ATTACHMENT A- SCOPE OF SERVICES & TIMELINE

NARRATIVE DESCRIPTION/ SCOPE OF WORK:

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

SPECIAL CONDITIONS:

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

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

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PROJECT TIMELINE:

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

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ATTACHMENT B- PROJECT BUDGET

SUMMARY OF TERMS:

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

PROJECT BUDGET:

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

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It was moved by McKinney, seconded by Lewis, to approve the Agreement and to authorize the Supervisor and Clerk to sign the Agreement.

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

J. BUDGET AMENDMENTS

The following budget amendments were presented:

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

Acct. #	Account Name	Increase	Decrease	Approved	REQUESTED
O&M:					
408	Penalty Income		7,000	57,000	\$50,000
441	Interest on Bank Accts.	2,200		3,000	\$5,200
	Total Revenue	\$2,200	\$7,000		
602	Overtime Premium		2,111	6,111	\$4,000
668-AB	Telecomm. - Adm. Bldg.		2,000	6,000	\$4,000
677-AB	Leased Equip. - Adm.Bldg.		1,500	4,500	\$3,000
678-AB	Cleaning Serv. - Adm.Bldg.		2,000	4,000	\$2,000
668-MF	Telcomm. - Maint. Fac.	700		3,500	\$4,200
632	Prof. Serv. - Auditors		35	5,550	\$5,515
638	Prof. Serv. - Mag.Wright.	100		400	\$500
701	Bad Debt Expense	2,910		0	\$2,910
	Total Expenses	\$3,710	\$7,646		
	Total Rev. & Exp.	(\$1,510)	(\$646)	(\$864)	

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856	Transfers to Cap. Res.		864	192,683	\$191,819	D
Capital Reserves:						
416	T&T Revenue		\$105,000	\$105,000	\$0	N
	Total Revenue	\$0	\$105,000			
675	Depreciation Expense	24,664		700,000	\$724,664	D
	Total Expenses	\$24,664	\$0			
	Total Rev. & Exp.	(\$24,664)	\$105,000	(\$129,664)		
809	Transfers from O&M		864	192,683	\$191,819	D

It was moved by McKinney, seconded by Green, to approve the Utility Department Budget Amendments.

Roll call vote:

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

Nays: None

Absent: Lewis

The motion carried.

K. YPSILANTI JAYCEES “RUNNING THE RAILS” RACE

The Ypsilanti Jaycees are conducting their annual running race through the Township. They have renamed it as the “Running the Rails” race. They have requested the Township adopt the following resolution indicating the Board approves of the temporary closure of various roads located in the Township.

It was moved by Caviston, seconded by Lewis, to approve the following resolution:

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

**A RESOLUTION DESIGNATING THE OFFICIAL FOR THE
JAYCEES “RUNNING THE RAILS” RACE**

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Resolution authorizing the temporary road closure of sections of Superior (from the Township border to Geddes Road), Geddes (from Superior Road to LeForge Road), LeForge (from Geddes Road to Clark Road), and Clark Road (from LeForge Road to N. River Road) on Sunday, August 22, 2010 from 7:30 am to 10:00 am for the Ypsilanti Area Jaycees "Running the Rails" Race.

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

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

WHEREAS, the Ypsilanti Area Jaycees have agreed to provide adequate liability insurance coverage for the event, naming the Township as an additional insured, at no cost to the Township.

WHEREAS, the Ypsilanti Jaycees have agreed to provide adequate additional public safety coverage for the event by local police and fire departments, at no cost to the Township.

NOW THEREFORE, BE IT RESOLVED that the Township of Superior Board of Trustees approves of the event if the above conditions are met; and, designates and agrees that Carrie Crabtree and Jeb Dreher of the Ypsilanti Area Jaycees be the authorized officials designated in this instance, when application is made to the Washtenaw County Road Commission for this temporary road closure.

Roll call vote:

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

Nays: None

Absent: None

The Resolution was adopted.

11. PAYMENT OF BILLS

It was moved by Caviston, seconded by Green, that the bills be paid as submitted in the following amounts: General - \$1,950.00 for a total of \$1,950.00. Further, that the Record of Disbursements be received.

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The motion carried by a unanimous voice vote.

12. PLEAS AND PETITIONS

Clerk Phillips reported that the County provides the server for the Township website. The County has been making modifications on the server which has resulted in some of the recent posting to the website being unavailable. County staff has indicated they will have the problems corrected soon.

Rick Church, Utility Director, explained to the Board that he felt the Township's MERS defined benefit pension plan did not provide enough money to Township non-union employees who retired from Township service. He suggested that the Township explore increasing the multiplier used to determine retirement benefits to 2.50 from the current 2.25. He said this would allow an employee to receive 80% of their pay after working 32 years. Currently, an employee would have to work 35 ½ years in order to receive retirement pay equal to 80% of their current pay. He requested the Board have MERS complete a study to determine the cost to the Township of this increase. The study would cost \$400.00 to \$450.00.

It was moved by Lewis, seconded by McKinney, to authorize the Township to have MERS complete a study on the cost to the Township of increasing the retirement benefit multiplier from 2.25 to 2.50 at a cost not to exceed \$450.00.

The motion carried by a unanimous vote.

13. ADJOURNMENT

It was moved by Caviston, supported by Lewis, that the meeting adjourn. The motion carried by a voice vote and the meeting adjourned at 9:05 p.m.

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor