

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
NOVEMBER 21, 2011  
ADOPTED MINUTES  
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**1. CALL TO ORDER**

The regular meeting of the Superior Charter Township Board was called to order by the Supervisor at 7:30 p.m. on November 21, 2011, 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, David Phillips, Brenda McKinney, Nancy Caviston, Rodrick 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 item d. Dan Smoke, Leaf Burning, under #8. Communications.

The motion carried by unanimous voice vote.

**5. APPROVAL OF MINUTES**

**A. REGULAR MEETING OF OCTOBER 17, 2011**

It was moved by Caviston, seconded by Green, to approve the minutes of the regular Board meeting of October 17, 2011, as presented.

The motion carried by a voice vote.

**B. SPECIAL MEETING OF NOVEMBER 7, 2011**

It was moved by McKinney, seconded by Green, to approve the minutes of the special Board meeting of November 7, 2011, as presented.

The motion carried by a voice vote.

**6. CITIZEN PARTICIPATION**

**A. PUBLIC HEARING, RESOLUTION OF INTENT TO CREATE AND PROVIDE FOR THE OPERATION OF A LOCAL DEVELOPMENT AUTHORITY**

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It was moved by McKinney, seconded by Lewis, to open the public hearing.

Mark Torigian, General Counsel, Hyundai Tech Center, explained the proposed expansion of the Hyundai Tech Center, which consists of adding a 128' x 123' environmental climate control building to test vehicles, connecting to the 120KW electric lines and a new electric substation. The estimated cost of the building is \$15 million. The cost of upgrading the electricity to the site is estimated at \$2.5 million. The expansion is expected to create 50 new high-tech jobs. Luke Bonner, Ann Arbor Spark, explained the process for establishing a Local Development Finance Authority (LDFA) and Tax Increment Financing (TIF) in the Planned Manufacturing District in the Township. They are proposing the Township approve a new 50% tax abatement on the new construction, as well as a TIF, which would capture 50% of the remaining taxes (excluding taxes for the Ypsilanti School District) to repay a \$2.5 million loan from the Michigan Economic Development Corporation (MEDC). The loan would provide the funds to pay for improving the electrical service to the entire Hyundai site. If the TIF funds captured do not repay the entire loan amount, the MEDC will forgive the outstanding balance. Mr. Torigian reported that the project will not result in any new taxes to Township residents and that there will be no cost to the Township associated with the establishment and operation of the LDFA and TIF. These costs will be paid for out of the incentive package. Ellen Kurath inquired if Hyundai is sure the new electric line would solve their electricity problems. Mr. Torigian was confident it would. Sandi Lopez inquired if the lines would be underground. Mr. Torigian replied that the line would be brought down from the 120KW lines and then be run underground to the new substation. Robert Bisaro asked about the repayment of the \$2.5 million loan from MEDC. Mr. Bonner replied that the TIF is expected to generate \$500,000 over 20 years. The TIF agreements will be written so that the remaining balance of \$2.0 million will be forgiven by the State.

It was moved by Caviston, seconded by McKinney, to close the public hearing.

**B. CITIZEN COMMENTS**

Mr. Weimer, of the 8600 block of Cedar Court asked if it was a violation to put barb wire on the fence around his lot. He said kids have damaged his fence so they can cut through his yard, but it stopped when he put barbed wire on the fence. He was cited by the Ordinance Officer. Supervisor McFarlane advised him that the Township's Zoning Ordinance prohibits the use of barbed wire except for agricultural uses in the rural areas and several other special applications, none of which apply to his situation.

Dan Smith, Washtenaw County Commissioner for District 2, which includes all of Superior Township, said that on last Wednesday, the County Board of Commissioners approved a balanced budget for fiscal year 2012-2013. They erased a \$20 million deficit

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by obtaining employee concessions and other cuts. They will begin working on the 2014-2015 budget, which has a projected deficit of \$11.6 million. The road commission installed barricades on certain roads in the Prospect Pointe subdivision. The barricades will stop traffic into roads where people were parking and engaging in various undesirable activities. Supervisor McFarlane thanked Mr. Smith for his efforts to have the barricades installed and for his service on the County Commission.

**7. REPORTS**

**A. SUPERVISOR REPORT**

Supervisor McFarlane reported on the following: Road projects for the year are complete. Paving of Pine Court and Ashley has been completed. UM-Dearborn completed a research survey which concluded that Superior Township was four-star (out of a possible five-stars) community for entrepreneurial growth and economic development. The Fire Department has implemented the automatic mutual aid agreement with Ann Arbor Township for structure fires. The second new firefighter has started and both new firefighters are doing well. Clerk Phillips placed the old fire truck on an auction site, which resulted in a favorable sales price. The other fire truck is scheduled for sale in about two years.

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

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, PERIOD ENDING SEPTEMBER 30, 2011**

Supervisor McFarlane said that all of the funds are in good shape. Some of the funds do require end of the year budget amendments, but there are no unexpected changes in any of the expenditures or revenues.

It was moved by Green, seconded by Lewis, to accept the Financial Reports for all funds for period ending September 30, 2011.

The motion carried by a voice vote.

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**8. COMMUNICATIONS**

**A. COMMITTEE TO PROMOTE SUPERIOR TOWNSHIP**

In a letter dated November 17, 2011, Brenda Baker, Committee to Promote Superior Township (C2PST) reported on the various activities they worked on during the past year. These activities included: Expanding their collection of Township tours on the Township website; participated in the Township Green Fair and the Dixboro Fair; contributed articles to each edition of Superior Scenes; maintained displays at the Superior Township branch of the Ypsilanti District Library; organized a presentation on organic and community gardening; provided "Superior Places" binders at the Township Hall and the Superior Township branch of the Ypsilanti District Library; and other activities.

It was moved by McKinney seconded by Caviston, to accept the communication from Brenda Baker of the Committee to Promote Superior Township

The motion was adopted by unanimous voice vote.

**B. JAN BERRY, PARKS COMMISSION, TREE PLANTING PROJECT**

Jan Berry, Chairperson, Superior Township Parks Commission, provided a letter dated November 21, 2011, which included photos of trees the Parks Commission had planted in the various Township parks. Approximately 44 trees of various varieties were planted in four of the Township's parks at a cost of \$9,300. ITC Holdings donated \$5,000.00, with the remaining \$4,300.00 paid for by the Parks Department.

It was moved by Caviston, seconded by Green, for the Board to accept the letter from Jan Berry, Chairperson of the Superior Township Parks Department.

The motion was adopted by unanimous voice vote.

**C. DAVE PHILLIPS, ORDINANCE AMENDMENTS**

In a memo dated November 18, 2011, David Phillips, Clerk, explained that there are three zoning ordinance and two general ordinance amendments being processed. The zoning ordinance amendments pertain to Section 14.03 and the requirements for a Development Agreement, and Sections 5.106 and 17.03, which pertain to the keeping and care of dogs and the definitions of dog kennels. The general ordinance amendments pertain to dog control and burning/open fires within the Township. It is expected that all of the proposed

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amendments will be on the December 19, 2011, Board of Trustees' agenda for first reading.

It was moved by McKinney, seconded by Lewis, for the Board to receive the communication from Clerk Phillips.

The motion carried by a voice vote.

**D. DAN SMOKE, LEAF BURNING**

Mr. Smoke provided emails from fifteen residents of Matthaei Farms, all of whom are in favor of restricting or prohibiting leaf, yard waste and other open burning in the area. Supervisor McFarlane explained that an amendment to Ordinance No. 105, Open Burning, will be prepared and submitted to the Board for first reading at the December 19, 2011 meeting.

It was moved by McKinney, seconded by Lewis, to accept the correspondence from Mr. Dan Smoke regarding leaf burning.

The motion carried by a voice vote.

**9. UNFINISHED BUSINESS**

**A. UTILITY DEPARTMENT, TAX ROLL LIST FOR 2011, REVISED**

Treasurer McKinney explained that the Utility Department Tax Roll List for 2011 was approved by the Board on October 17, 2011. However, an error was discovered in the list and this corrected list needs to be approved by the Board.

It was moved by McKinney, seconded by Caviston, to approve the corrected Utility Department Tax Roll List for 2011 (Updated October 28, 2011).

The motion carried by a voice vote.

**B. DELINQUENT ORDINACNE VIOLATIONS FOR 2011, CORRECTED**

Treasurer McKinney explained that the Delinquent Ordinance Violation Report for 2011 was approved by the Board on October 17, 2011. However, some corrections in the report were needed and the corrected list needs to be approved by the Board.

It was moved by McKinney, seconded by Caviston, to approve the corrected Delinquent Ordinance Violation Report for 2011.

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The motion carried by a voice vote.

**10. NEW BUSINESS**

**A. UTILITY DEPARTMENT, REQUEST TO WAIVE RETURNED CHECK FEE**

In a letter November 9, 2011, Rick Church, Utility Director, explained that one utility customer made a payment to her account, but the check was returned for non-sufficient funds. The customer has always made regular payments on her Utilities Department account so that she carries a credit balance. In this instance, the customer reported that she had been in and out of the hospital both for her mother and herself. She is requesting that based upon her exemplary record of paying her water and sewer bill in advance, that the NSF charge of \$25.00 be waived. Diana Ravis, Utility Department Assistant, was at the meeting to answer questions. Ms. Ravis said that although the Utility Department deals with numerous NSF checks, it is very rare for a customer to request the NSF fee be waived.

It was moved by McKinney, seconded by Caviston, to approve the Utility Department to waive the non-sufficient fund check charge of \$25.00 for Mrs. Gaenssle.

The motion carried by a voice vote.

**B. RESOLUTION 2011-25, UTILITY DEPARTMENT RISK REDUCTION GRANT APPLICATION**

The Utility Department is requesting the Board to approve their application for a grant from the Michigan Township Participating Plan to install security cameras at their Administration Building and the LeForge and Clark Roads Booster Station. The total cost of the cameras is \$11,665.00. They are attempting to obtain the maximum grant amount of \$7,500, with the Utility Department paying for the remaining \$4,165.00.

The following Resolution was moved McKinney, seconded by Lewis:

**CHARTER TOWNSHIP OF SUPERIOR  
WASHTENAW COUNTY, MICHIGAN  
NOVEMBER 21, 2011**

**RESOLUTION 2011-25**

**A RESOLUTION APPROVING THE CHARTER TOWNSHIP OF  
SUPERIOR TO SUBMIT A PROPOSAL FOR THE MICHIGAN  
TOWNSHIP PARTICIPATING PLAN'S RISK REDUCTION GRANT  
PROGRAM**

**WHEREAS**, the Charter Township of Superior Charter Township wants to emphasize the benefits of an effective risk management and loss control program, and;

**WHEREAS**, the Charter Township of Superior wants to demonstrate that risk management and loss control practices can be applied to governmental operations and facilities, and;

**WHEREAS**, the Charter Township of Superior wants to implement equipment and methods of service to operate and provide water and sewer service safely and economically, saving utility customers dollars and protecting our customers and employees, and;

**WHEREAS**, any monies received will be used to install video security equipment in the Utility Department Administration Building and will upgrade the security system at its LeForge and Clark Booster Station, and;

**WHEREAS**, the total cost of labor and materials for the Township's proposed project at the Utility Department Administration Building and the LeForge and Clark Booster station are estimated to be \$11,665.00, and;

**WHEREAS**, the maximum grant award available to the Utility Department is set at \$7,500.00, leaving an outstanding project balance of \$4,165.00, which the Utility Department would be responsible to pay, and;

**NOW, THEREFORE BE IT RESOLVED** that the Charter Township of Superior Board of Trustees approves the Superior Township Utility Department to submit a proposal to the Michigan Township Participating Plan for funding to install video security at the Utility Department Administration Building and the LeForge and Clark Booster Station, and;

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**NOW, THEREFORE BE IT FURTHER RESOLVED** that the Charter Township of Superior Board of Trustees approves the Utility Department staff and the Township Supervisor to engage in all actions necessary to facilitate and submit the Video Security Proposal and the completion of all grant-related security projects. These actions include but are not limited to: the submission of the grant application; and the authorization for the expenditure of funds for activities not covered by the grant in an amount not to exceed \$4,165.00.

Roll call vote:

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

Nays: None

Absent: None

The motion carried.

**C. SECURITY SERVICES AGREEMENT BETWEEN ST. JOE'S MERCY HOSPITAL AND SUPERIOR TOWNSHIP**

Supervisor McFarlane explained that a large portion of the St. Joseph Mercy Hospital is tax- exempt. Due to the large number of employees and visitors to the campus, as well as emergency room requests, the Sheriff's Department makes a considerable number of runs to the hospital. Supervisor McFarlane was able to negotiate an agreement for the Hospital to pay for 9/12's of the annual cost of one Sheriff's Deputy, with the Township paying for the remaining 3/12's. This Deputy will be primarily assigned to the Hospital, but will patrol and respond to runs in other parts of the Township.

It was moved by Phillips, seconded by McKinney, to approve the following agreement and to approve the Supervisor to sign the agreement:

SECURITY SERVICES AGREEMENT  
BETWEEN  
ST JOSEPH MERCY HOSPITAL  
AND  
SUPERIOR CHARTER TOWNSHIP

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WHEREAS Superior Charter Township, 3040 N. Prospect, Ypsilanti, Michigan 48198 ("the Township") has contracted with St. Joseph Mercy Hospital, 5301 Huron River Drive, Ann Arbor, Michigan 48107 ("the Hospital" or "SJMHS") to provide enhanced law enforcement services ("Services") to the St. Joseph Mercy Hospital campus ("the Property") as described in this Security Services Agreement (the "Agreement"); and

WHEREAS the Township's ability to provide dedicated special law enforcement to SJMHS over and above the law enforcement services SJMHS, its employees and tenants are already entitled to under Townships' general arrangements with the Washtenaw County Sheriffs Office ('WCSO') is limited by the terms of the Township's contract with WCSO and limited by the funding and availability of police manpower assigned to the Township at large, and.

WHEREAS the purpose of this Security Agreement is to enable the Township to contract for and to provide the additional law enforcement services contemplated herein that otherwise would be financially unfeasible for WCSO or the Township.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, it is mutually agreed as follows:

1. Scheduled Deputy. The Township will supply to SJMHSone Scheduled Deputy, who will be assigned to the Property generally under the terms and conditions set forth in this Agreement.
  - a. SJMHS reserves the right to request replacement of the selected Scheduled Deputy if SJMHS reasonably determines that the selected Scheduled Deputy is unsuitable for SJMHS's business environment.
  - b. The Township will cause WCSO to assure that deputies providing Services under this Agreement meet all necessary requirements to work in the United States.

Duties and responsibilities of the Scheduled Deputy to SJMHS include, but are not limited to:

- a. Special enforcement operations at SJMHS by Scheduled Deputy or additional WCSO Deputies and other law enforcement personnel to be determined by the Washtenaw County Sheriff. The Township Scheduled Deputy will receive direction by Township Sergeant to investigate suspicious activity, eject or arrest trespassers, ticket automobile law offenders and other crime prevention activities in and around the SJMHS campus. SJMHS may request, via Township assigned Sergeant, specific requests for service.

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b. Community relations activities initiated by WCSO personnel and or Township Neighborhood Watch Officials on an informal basis, which may be during normal business hours with tenants and employees of SJMH, using facilities provided by the Township or SJMH as appropriate.

2. Reporting and Coordination. The following procedures will be used to ensure effective communications and coordination among WCSO staff, SJMH and the Township and to assist in evaluating the benefits of the Scheduled Deputy and any Special Operations programs:

a. The Scheduled Deputy will generally make daily visits during the work shift to SJMH's security office and emergency room unless other mutually agreed arrangements are made. SJMH and Township assigned Sergeant will coordinate a mutually agreed upon visitation schedule.

b. The Township will cause WCSO to prepare and submit to SJMH monthly narrative written activity reports with copies to the Township describing the activities of the Scheduled Deputy and accounting for the nature and scope of any Special assignments that occurred the preceding month and reporting on any noteworthy security incidents encountered on the property during the preceding month. Specific incident details will be provided in narrative format during office visits as well as results of additional contracted special operational assignments.

c. Meetings may be convened at the request of SJMH management, the Township, or Sheriff supervisory personnel to discuss and review the status and progress of the Scheduled Deputy and or Special requested investigation and to coordinate and exchange ideas on improving the programs' effectiveness.

3. Scheduling. SJMH may provide input into the planning of the Scheduled Deputy's patrols and the timing of special investigative operations to meet the needs of SJMH. Such schedules shall be established in consultation with WCSO and the Township at the request of SJMH, WCSO and/or the Township. For example, SJMH may prefer to utilize a significant portion of the Scheduled Deputy's hours during evenings and or on weekends. All parties understand and agree that the scheduled deputy will generally be concentrated more heavily during the summer months and or at times likely to produce the best results.

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4. Costs. SJMH will pay the Township 75% of the cost to the Township for a deputy sheriff. Township will invoice SJMH a total of \$112,945.50 per year to be paid as follows: One lump sum payment of \$75,296.98 no later than August 1<sup>st</sup> and monthly installments thereafter of \$9,412.13 to be paid within 30 days of the invoices. The cost to SJMH shall be adjusted to reflect any change in the cost per deputy charged to the Township by Washtenaw County, provided that such adjustment does not exceed 75% of the cost to the Township for a deputy sheriff. Township will notify SJMH in writing as soon as possible but no later than 15 days after the Township is aware of any change in cost to SJMH. Except for special operations or patrols agreed upon in advance, overtime in excess of that provided in the base contract price shall be paid by the Township, with no additional expense to SJMH.

5. Independent Contractor Status. The parties agree that the Scheduled Deputy and deputies functioning as the Scheduled Deputy are not employees of SJMH and SJMH has no authority to direct or supervise the Deputy except as set forth in this Agreement. Nothing in this Agreement is intended to create a partnership, joint venture or employer/employee relationship between the parties or between individuals providing services on behalf of the parties. WCSO is responsible for all tax payments, withholdings, and other obligations of an employer in connection with the provision of Services provided under this Agreement.

6. Employee Inducement. During the term of this Agreement, SJMH will not directly hire or contract with the WCSO employees providing services under this Agreement to perform any law enforcement or security services without the express written consent of the Township and WCSO.

7. Insurance. The Township shall cause WCSO to obtain and maintain during the term of the Agreement at WCSO's sole cost and expense, the following insurance or self insurance coverage for all WCSO employees providing Services under this Agreement:

- a. Comprehensive General Liability Insurance. The limits of liability shall be not less than \$1,000,000 per occurrence and \$3,000,000
- b. Automobile Liability Insurance in a minimum of \$1,000,000 per claim and in the annual aggregate
- c. Worker's Compensation Insurance in amounts required by applicable law.

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The Township shall cause WCSO to provide reasonable satisfactory evidence of such insurance upon request of SJMH.

8. Responses. Priority decisions to "911" service and all criminal investigations, any responses to emergency calls and any responses calls will be made by WCSO in accordance with usual law enforcement guidelines.

9. Term of Agreement. This agreement and the services provided for herein will be for an initial term of one year, starting January 1, 2012 and ending December 31, 2012. This agreement will renew automatically for recurring one year terms to a maximum of five years unless either party notifies the other party of an intent not to renew at least six months prior to the end of the current term.

10. Termination of Agreement. This agreement may terminate sooner under the following conditions:

- a. Upon mutual agreement of the parties.
- b. By either party without cause upon 90 days written notice.
- c. Upon non-cure of a material breach by either party, provided that the non-breaching party notifies the breaching party in writing of the material breach and the breaching party is given an opportunity to cure such breach within thirty days of notification.

11. Compliance with Laws, Accreditation, and Other Requirements. Township warrants that all Services conform to applicable federal, state and local laws, rules, regulations and standards, including any applicable standards for Medicare and Medicaid Services and the Joint Commission.

8. This Agreement represents the entire agreement among the parties and supersedes any and all prior agreements and understandings, provided, all terms and conditions of the Agreement covering, but not limited to, such matters as insurance, individual liabilities and other covenants will continue to apply. These agreements may only be amended by written instruments executed by the parties hereto.

IN WITNESS WHEREOF, the Township and SJMH have executed this agreement to be effective as of January 1, 2012

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Saint Joseph Mercy Health System

\_\_\_\_\_ Date \_\_\_\_\_  
By: Robert F. Casalou  
Its: President and CEO

Charter Township of Superior

\_\_\_\_\_ Date \_\_\_\_\_  
By William McFarlane, Supervisor

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Roll call vote:

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

Nays: None

Absent: None

The motion carried.

**D. EMPLOYEES HEALTH INSURANCE OPT-OUT FOR 2012**

Supervisor McFarlane explained that Public Act 152 of 2011 was signed into law in September 2011. PA 152 restricts public employers from paying more than the mandated hard cap for health insurance. However the Act allows for two options for municipalities: 1.) The governing body may agree to use a 20% employee copay. 2.) Townships, cities, counties and villages have the authority to opt- out of the employer caps on health care costs. Local governments that fail to implement any of the above can be penalized by withholding 10% of their Economic Vitality Incentive Program funds from the State. Superior Township has not received this form of revenue sharing for many years. Supervisor McFarlane is recommending that the Township opt-out of the employer caps on health care costs. He said that the Board has already approved the health insurance provider contract for 2012, the money has been budgeted and he feels the employees

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deserve this fringe benefit. He said the Board is required to review and make a decision on opting-out every year.

It was moved by McKinney, seconded by Williams, for the Board to approve the Township to opt-out of the employer caps on health care costs for 2012.

Roll call vote:

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

Nays: None

Absent: None

The motion carried.

**E. MERS HEALTH CARE SAVINGS PLAN CHANGES**

In a memo dated November 11, 2011, Susan Mumm, Human Resources Administrator, explained that due to various IRS rulings, there have been several changes to the MERS Health Care Savings Plan (HCSP). Employees hired on and after November 1, 2011, will not have the option to select the percentage of pay they want to contribute to the HCSP, or if they want to have various benefit time credited to their HCSP. In order to comply with the new changes, Ms. Mumm has suggested the following changes to the Non-Union Employee Personnel Manual. Changes for the union employees require a letter of agreement from union representatives.

**Page 13 Section 2.16**

**A. Beginning ~~5/1/05~~ 11/1/11, full-time employees will be enrolled in the Michigan Municipal Retirement System (MERS) Health Care Savings Plan the first day of the month following month of hire. A Mandatory pre-tax deduction of 2% of the employee's gross regular pay is deducted from each paycheck. When employees are enrolled in the HCSP program, they will be required to fill out, and file with the Human Resources Department, a Benefit Time Pay-Off Election Form.**

~~**B. Employees may opt to have a larger percentage of their pay, have the HCSP deduction apply to overtime and bonuses as well, and have a portion (or all) of their benefit time payoff upon separation from service contributed to the Health Care Savings Plan. Employees make an initial designation as to what percentage of their pay (and what types of pay they would like their deduction to apply to) by filling out a Health Care**~~

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~~Savings Plan Option Form. This designation is binding and employees shall only be permitted to change the percentage of their deduction, or the types of pay this deduction shall apply to, during the Health Care Savings Plan “open enrollment period” which shall be November 1-15<sup>th</sup> each year.~~

**B.** All employees' vacation and sick day that they have specified (in their Benefit Time Pay-Off Election Form) that they want to be paid for in cash shall be cashed out the day before termination of employment with Superior Township. Upon termination of employment (the following day), any sick or vacation time in employees' vacation or sick day banks shall be deposited in employees' Health Care Savings Plan Account.

~~C. In order to meet IRS guidelines for tax exemption on HCSP contributed money, the participation agreements for employees choosing the option of donating benefit time have to be written such that, if no election is made by a departing employee, 100% of their benefit time will be automatically contributed to the MERS Health Care Savings Plan. Therefore, instances could happen such that an employees could terminate their employment with Superior Township unexpectedly ( i.e. death, severe injury, etc) without filling out an election form designating what percent of their benefit time they wished to be paid in cash. This could inadvertently cause an employee's benefit time payoff to automatically be put into their MERS Health Care Savings Account when the employee would prefer to be paid in cash.~~

**C.** All employees already enrolled in the MERS HealthCare Savings Plan as of 11/1/11, shall have Mandatory Pre-tax deductions from their bi-monthly paychecks as outlined in their individual MERS HCSP Participation Agreements which can be amended once per year between November 1<sup>st</sup>-November 15<sup>th</sup> in that employees may choose between Option #1, Option #2, and Option #3 as outlined on the MERS Health Care Savings Plan Option Form for Non-Union Employees.

**D.** All employee deductions are placed in the employee's MERS HealthCare Savings Plan account. This account becomes assessable to the employee for IRS approved health care expenses for him/herself, spouse, and IRS dependents upon separation from service from Superior Township. It is also available during a medical leave of absence but only for the employee (not family members). There is no age requirement to use this money.

**E.** There is also a monthly employer contribution. This amount is set by the Board of Trustees. It is reviewed annual and can be raised or lowered as the board sees fit. This employer money is placed in employee's accounts on a monthly basis but is subject to a vesting schedule. The vesting schedule is as follows: 25% after six years of employment, 50% after nine years of employment, 75% after 12 years of employment, and 100% after fifteen years of employment. The employer contribution can be reduced or increased by a decision of the Township Board of Trustees.

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**Section 2.17 Benefit Day Payoffs**

**A.** An employee who resigns or retires with at least 14 calendar days notice to the Township, who has at least eight (8) years of full time service will be paid:

Twenty-five percent (25%) of unused Personal Time.

Twenty-five (25%) of unused Sick Time.

One Hundred percent (100%) of unused Compensatory or Management Time.

One Hundred percent (100%) of unused Vacation Time.

Benefit time will be cashed out as designated in the employee's Benefit Time Pay-Off Election Form on the day before termination of employment. In the event an employee's employment is terminated due to sudden death or mental/physical incapacitation, whatever amount is designated on his/ her Benefit Time Pay-Off Election Form on record with the Human Resources Department shall be used to cash out unused benefit time before any benefit time is deposited into the employee's MERS Health Care Savings Plan account. Employees may amend their Benefit Time Pay-Off Election Form, at any time up until 3:30 p.m. the day before termination of employment. Amended forms are to be turned into the HR Administrator, in his/her absence the Township Clerk, in his/her absence the Township Supervisor.

**B.** If the employee has less than eight (8) years of service, or fails to give fourteen (14) calendar days written notice to his/her Department Head, he/she shall not receive any Sick or Personal Time payoff, but shall receive any unused Vacation, Comp, or Management Time.

It was moved by McKinney, seconded by Caviston, to approve the changes to the Non-Union Employee Personnel Manual proposed by Ms. Mumm.

The motion carried by unanimous voice vote.

**F. SALARY INCREASE FOR NICOLE SUMPTER**

Treasurer McKinney provided a memo dated November 22, 2011 and explained that Deputy Treasurer Nicole Sumpter came to the Township with extensive experience. When she was hired, she was advised that after 60 days, if she met expectations, she

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would receive a \$0.50 per hour raise. Treasurer McKinney reported that Ms. Sumpter has been an excellent employee and has met and exceeded expectations. She recommends that Ms. Sumpter be given a raise of \$0.50 per hour raise.

It was moved by Caviston, seconded by Green, for the Board to approve a raise of \$0.50 per hour to Deputy Treasurer Nicole Sumpter, effective immediately.

The motion carried by unanimous voice vote.

**G. POLLING PLACE AGREEMENT WITH DIXBORO UNITED METHODIST CHURCH**

Clerk David Phillips explained that moving voting Precinct 1 from the Township Hall to the Dixboro United Church has been a goal for many years. This would allow residents of the Dixboro area to vote in their neighborhood and reduce the crowding at the Township Hall during busy elections. The law was recently changed to require all school elections with the even year general elections. This would result in more crowding at the Township Hall if Precinct 1 was not moved to the Dixboro United Church. The Superior Township Election Commission has approved moving Precinct 1 to the church. The Dixboro United Methodist Church Board of Trustees has given their preliminary approval locating Precinct 1 in their church. They are reviewing the agreement.

**Polling Place Agreement between  
The Charter Township of Superior and the Dixboro United Methodist  
Church**

**THIS AGREEMENT** (Agreement) is between the Charter Township of Superior, a Michigan municipal corporation ("Township") and the Dixboro United Methodist Church ("Church") for the purpose of fixing the rights and obligations of the parties in connection with establishment of a polling location in a portion of the Church property located at 5221 Church Street within the Charter Township of Superior, Michigan.

**General Recitals**

The State of Michigan requires that the Township establishes in writing, an agreement between the Township and any organization that allows the Township to use its facilities as polling locations for qualified elections.

It is in the parties' mutual interest for the Charter Township of Superior to establish polling locations for the benefit of the Township. Accordingly, the

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Dixboro United Methodist Church is willing to allow the Township to establish a polling location in accordance with the terms and conditions of this Agreement.

Therefore, in consideration of the mutual promises and covenants in this Agreement which is acknowledged by the parties as sufficient, the parties agree as follows:

**Terms and Conditions**

1. The Dixboro United Methodist Church hereby agrees to provide to the Charter Township of Superior, at cost a cost of \_\_\_\_\_ per election, the use of the following location for election purposes to serve as a polling place for all Primary, General, Special, Local or School Elections during the term of this Agreement:
  - Precinct 1 – Dixboro United Methodist Church, 5221 Church Street, Fellowship Hall
    - 1.1 Upon mutual agreement by the Township and the Dixboro United Methodist Church, an acceptable room assignment may be determined each election depending on anticipated voter turnout and room availability, provided that the alternative room assignment shall be within the same building as originally designated.
    - 1.2 Dixboro United Methodist Church will allow access to the location one day prior to each election for the purposes of delivering equipment and supplies necessary for the conduct of elections by the Township, or its designated contractor; and will provide for secure overnight storage of equipment.
    - 1.3 Dixboro United Methodist Church will allow Poll Workers access to the polling location no later than 6:00 a.m. on Election Day, with public access scheduled from 7:00 a.m. until the close of polls.
    - 1.4 Dixboro United Methodist Church will provide parking accommodations, at no cost to the Township, for Poll Workers on the day of the Election.
    - 1.5 Dixboro United Methodist Church will allow access to the location for the collection of all supplies and equipment by the City, or its designated contractor, beginning at 8:30 a.m. the day after the Election until all equipment has been removed.
2. Dixboro United Methodist Church agrees to comply with State of Michigan laws concerning the rights of campaigners at the polls. Individuals shall be allowed to campaign, circulate petitions, solicit contributions and carry out similar types of sanctioned activities outside of the polls on Election Day

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provided that they remain 100 feet from the doorway being used by voters to enter the building in which the polling location is located.

3. The Township agrees that it enters the Facility “as is,” “where is” and Dixboro United Methodist Church makes no representations whatsoever as to the suitability of the Facility for the election activities anticipated by this Agreement.

- 3.1 The Township agrees that it has been provided complete, unfettered opportunity to examine each of the polling locations identified in Article 1 above and the means to access the polling locations and all other aspects of the Facility that is relevant or may be used for the election activities and any other related activity under this Agreement. The Township has satisfied itself that the Facility is acceptable to the Township “as is” “where is” for the anticipated election activities and any other related activity under this Agreement so long as the Facility is maintained in the same safe condition.

4. The following individuals will be primarily responsible for coordination of the election activities under this Agreement:

For the Charter Township of Superior  
David Phillips, Clerk  
3040 N. Prospect Road  
Ypsilanti, MI 48189

For the Dixboro United Methodist Church  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. During the term of this Agreement, each party will procure and maintain such insurance policies as will protect itself from all claims for bodily injuries, death or property damage which may arise in connection with their respective use of the Property under the terms of this Agreement, including but not limited to property, general liability and worker’s compensation. The respective parties shall be responsible to each other or the insurance companies insuring the respective parties for all costs resulting from both financially unsound insurance companies selected and their inadequate insurance coverage. If requested, a party shall furnish the requesting party with satisfactory certificates of self-insurance/insurance or a certified copy of the policy. Either party may terminate this Agreement on the thirtieth day following written notice that the other is in material breach of its obligations as set forth in this Article if evidence of cure of the defect is not received. Any personal property kept on or at the Facility by party, its officers, employees or contractors shall be at their own risk.

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6. This Agreement shall have an indefinite term beginning January 1, 2012. The Agreement may be terminated by either party by mailing first-class postage pre-paid or personal delivery, at least 180 days in advance written notice of termination to the official identified at the address in Article 4.
7. This Agreement is entered into solely for the benefit of the parties named in it and not for the benefit of any other persons or entities. No other persons or entities may enforce it for their benefit nor shall they have any claim or remedy for its breach.

**For the Township  
Methodist Church**

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

**For Dixboro United**

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

It was moved by McKinney, seconded by Caviston, to approve the Polling Place Agreement between The Charter Township of Superior and the Dixboro United Methodist Church, with the cost per election not to exceed \$400.00.

The motion carried by unanimous voice vote.

**H. WATER RESOURCES COMMISSION SPECIAL ASSESSMENT INVOICE FOR 2011**

The Washtenaw County Water Resources Commissioner submitted their Special Assessment Invoice for 2011 in the amount of \$10,524.07

It was moved by Caviston, seconded by Lewis, to approve payment of the Washtenaw County Water Resources Commissioner Special Assessment Invoice for 2011 in the amount of \$10,524.07.

The motion carried by unanimous voice vote.

**I. YPSILANTI MEALS ON WHEELS INVOICE FOR FY2011**

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The Ypsilanti Meals on Wheels submitted their invoice for FY2011 in the amount of \$2,150.00

It was moved by McKinney, seconded by Caviston, to approve the Ypsilanti Meals on Wheels invoice for FY2011 in the amount of \$2,150.00

The motion carried by unanimous voice vote.

**J. APPOINTMENT TO THE DIXBORO DESIGN REVIEW BOARD**

Supervisor McFarlane recommended Lance Pierce for the open position on the Dixboro Design Review Board. Mr. Pierce has been a resident of the Dixboro community for approximately 30 years.

It was moved by McKinney, seconded by Caviston, to approve the appointment of Mr. Lance Pierce to the Dixboro Design Review Board to a term ending on November 11, 2013.

The motion carried by a unanimous voice vote.

**K. BUDGET AMENDMENTS**

It was moved by Caviston, seconded by McKinney to approve the following Budget Amendments:

ACGENERAL FUND BUDGET AMENDMENTS			
	NOVEMBER 21, 2011		
BUDGET LINE #	DESCRIPTION	DEBIT	CREDIT
101-000-695-075	GRANT WASH CO FOR NON-MOTOR TRAIL	INCREASE	\$ 34,458.87
101-000-695-075	GRANT WASH PARKS & REC NON-MOTOR TRAILS	INCREASE	\$ 60,000.00
101-266-947-015	CONSTRUCTION COSTS HARRIS NON-MOTOR TRAIL	\$ 56,577.00	INCREASE

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101-266-947-013	GEDDES NON-MOTOR TRAIL	\$ 37,881.87	INCREASE
	(ESTIMATE OF OUR COSTS AFTER GRANTS)		
101-000-403-050	PRIOR YEAR DELQ PERS PROP TAXES	INCREASE	\$ 1,811.00
101-000-451-000	ELECTION REIMBURSEMENTS	INCREASE	\$ 1,602.00
101-000-452-001	AT&T CABLE FRANCHISE FEES	INCREASE	\$ 20,000.00
101-000-607-030	PLAN DEPT PLANS & PERMITS	\$ 3,000.00	DECREASE
101-000-607-033	ENG REVIEW FEES	\$ 3,000.00	DECREASE
101-000-607-075	CHARGES ABOVE BASE PLAN FEES	\$ 4,000.00	DECREASE
101-101-702-000	BOARD OF TRUSTEES SALARY	DECREASE	\$ 1,500.00
101-101-716-050	HEALTH INSUR RECEPTIONIST	DECREASE	\$ 2,400.00
101-101-850-000	TELECOMMUNICATIONS	DECREASE	\$ 1,200.00
101-101-851-000	INSURANCE & BONDS	DECREASE	\$ 10,000.00
101-101-900-000	PRINTING & PUBLISHING	\$ 1,200.00	INCREASE
101-101-980-050	EQUIP UNDER \$5,000	DECREASE	\$ 7,200.00
101-201-740-000	ACCOUNTING DEPT SUPPLIES	\$ 250.00	INCREASE

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101-201-716-000	ACCOUNTANT HEALTH INSUR	\$ 562.00	INCREASE
101-209-702-075	SALARY FIELD APPRASIER SALARY	\$ 1,600.00	INCREASE
101-209-717-000	TAXB BENE SENIOR ASSESSOR	\$ 1,200.00	INCREASE
101-209-716-000	SENIOR ASESSOR HEALTH INSUR	\$ 510.00	INCREASE
101-210-801-000	ATTORNEYS REGULAR	DECREASE	\$ 6,000.00
101-210-801-050	ATTORNEYS OTHER	DECREASE	\$ 4,000.00
101-215-702-050	CLERK ADMIN ASSIST SALARY	\$ 600.00	INCREASE
101-253-702-050	DEPUTY TREASURER SALARY	\$ 3,500.00	INCREASE
101-253-702-055	TREASURER ASSIST SALARY	\$ 600.00	INCREASE
101-253-716-050	DEPUTY TREASURER HEALTH INSUR	\$ 1,100.00	INCREASE
101-258-740-000	SMALL EQUIP COMPUTER DEPT	DECREASE	\$ 1,500.00
101-258-801-000	PROF SERVICES COMPUTER DEPT	\$ 4,500.00	INCREASE
101-265-920-000	UTILITIES	DECREASE	\$ 4,300.00
101-265-920-050	STREETLIGHTS	\$ 1,600.00	INCREASE

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101-265-976-000	BLDG IMPROVEMENTS	\$ 500.00	INCREASE
101-266-947.003	SIDEWALK IMPROVEMENT	DECREASE	\$ 5,000.00
101-278-703-000	ORD ENFORCEMENT CONTRACT LABOR	\$ 3,000.00	INCREASE
101-410-702-000	PLAN COMMISSION SALARIES	DECREASE	\$ 3,900.00
101-410-801-010	STAGE 1 PLANNING COSTS	DECREASE	\$ 3,000.00
101-410-801-012	ENG REVIEW PLANNING COSTS	DECREASE	\$ 3,000.00
101-410-801-011	NON PROJECT ENGINEERING	DECREASE	\$ 1,700.00
101-413-801-000	PROF SERV WETLAND BOARD	DECREASE	\$ 1,000.00
101-000-695-077	URBAN COUNTY ROAD GRANT	INCREASE	\$ 25,000.00
101-446-867-000	NON-MOTOR TRAIL MAIT	DECREASE	\$ 10,000.00
101-965-965-051	NON-MOTOR TRAIL RESERV FOR FUTURE MAIT	\$ 10,000.00	INCREASE
101-528--824-000	RECYCLING/HAZARDOUS WASTE	\$ 2,600.00	INCREASE
101-890-985-000	TAX CHARGEBACKS	\$ 5,000.00	INCREASE
101-446-866-000	ROAD MAIT & REPAIR	\$ 25,000.00	INCREASE
101-965-965-	TRANS TO RESERVE FUND	\$ 31,241.00	INCREASE

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000			
101-890-895-000	BAD DEBT	\$ 9,550.00	INCREASE
	<b>TOTAL OF DEBITS/CREDITS</b>	<b>\$ 208,571.87</b>	<b>\$ 208,571.87</b>

FIRE FUND BUDGET AMENDMENTS		NOVEMBER 21, 2011	
BUDGET LINE #	DESCRIPTION	DEBIT	CREDIT
206-336-702-001	OVERTIME FULL TIME FIREFIGHTERS	\$ 60,000.00	INCREASE
206-336-702-007	ADDITIONAL HOURS CHIEF	\$ 1,850.00	INCREASE
206-336-702-009	ADDITIONAL HOUSRS FIRE MARSHALL	\$ 450.00	INCREASE
206-000-664-00	INTEREST	INCREASE	\$ 1,350.00
206-336-707-000	ON-CALL STAFF	\$ 7,500.00	INCREASE
206-336-715-075	SOC SEC ON-CALL STAFF	\$ 1,200.00	INCREASE
206-336-716-000	HEALTH INSURANCE	\$ 13,500.00	INCREASE
206-336-717-000	TAXABLE BENEFITS	\$ 17,000.00	INCREASE
206-336-717-033	BENEFIT DAY CASH OUTS	\$ 2,000.00	INCREASE

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206-336-740-000	OPERATING SUPPLIES	DECREASE	\$ 5,000.00
206-336-801-050	LEGAL FEES	\$ 2,000.00	INCREASE
206-336-851-000	INSURANCE & BONDS	DECREASE	\$ 22,000.00
206-336-860-000	TRANSPORTATION	DECREASE	\$ 2,000.00
206-336-958-000	MEMBERSHIP & DUES	\$ 4,200.00	INCREASE
206-336-920-000	UTILITIES	DECREASE	\$ 4,500.00
206-336-980-050	EQUIP UNDER \$5,000	\$ 5,499.00	INCREASE
206-890-890-000	CONTINGENCIES	DECREASE	\$ 10,000.00
206-890-985-000	TAX CHARGBACKS	\$ 25,000.00	INCREASE
206-965-965-015	TRANS TO TRUCK RESERVE	DECREASE	\$ 85,250.00
206-965-965-000	TRANS TO GENL RESERVE	DECREASE	\$ 10,099.00
	<b>TOTAL OF DEBITS/CREDITS</b>	<b>\$ 140,199.00</b>	<b>\$ 140,199.00</b>

<b>BUILDING FUND BUDGET AMENDMENTS</b>		
NOVEMBER 21, 2011		

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<b>BUDGET LINE #</b>	<b>DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
249-000-671-050	HEALTH CARE SAVINGS PLAN REFUNDS	INCREASE	\$ 5,000.00
249-000-610-000	CHARGES FOR SERVICES	INCREASE	\$ 5,000.00
249-000-607-085	REIM FOR OUR LABOR COSTS	INCREASE	\$ 1,720.00
249-371-258-000	COMPUTER SUPPORT	\$ 1,500.00	INCREASE
249-371-930-000	BLDG MAIT & REPAIR	DECREASE	\$ 2,500.00
249-371-716-000	BUILD OFFICAIL HEALTH INSUR	\$ 600.00	INCREASE
249-371-716-050	BUILD SECRETARY HEALTH INSUR	DECREASE	\$ 2,300.00
249-371-719-000	PRIOR YEAR MESC COSTS	\$ 4,815.00	INCREASE
249-371-801-000	PROFESSIONAL SERVICES	\$ 1,600.00	INCREASE
249-371-860-000	TRANSPORTATION	\$ 1,550.00	INCREASE
249-371-930-000	REPAIR & MAIT OTHER	DECREASE	\$ 1,700.00
249-371-957-000	BOOKS & PERIODICALS	\$ 500.00	INCREASE
249-371-958-000	DUES & MEMBERSHIPS	\$ 300.00	INCREASE
249-371-980-050	EQUIP UNDER \$5,000	\$ 1,500.00	INCREASE
249-371-717-000	BUILD OFFICIAL TAXABLE BENEFITS	\$ 500.00	INCREASE
249-000-699-025	APPROP FROM RESERVES	\$ 5,355.00	DECREASE
	<b>TOTAL OF DEBITS/CREDITS</b>	<b>\$ 18,220.00</b>	<b>\$ 18,220.00</b>

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<b>PARK FUND BUDGET AMENDMENTS</b>			
November 21, 2011			
<b>BUDGET LINE #</b>	<b>DESCRIPTION</b>	<b>DEBIT</b>	<b>CREDIT</b>
508-000-664-050	INTEREST ON RESERVES	\$ 8,300.00	DECREASE
508-000-671-100	DISPOSITION OF ASSETS	INCREASE	\$ 3,291.00
508-000-695-050	DONATIONS	INCREASE	\$ 5,000.00
508-751-716-000	HEALTH INSURANCE	\$ 100.00	INCREASE
508-751-801-000	PROF SERVICES	DECREASE	\$ 810.00
508-751-850-000	TELECOMMUNICATIONS	DECREASE	\$ 3,283.00
508-751-851-000	INSUR & BONDS	DECREASE	\$ 2,300.00
508-751-900-000	PRINTING & PUBLISHING	DECREASE	\$ 2,500.00
508-751-930-000	REPAIR & MAIT	DECREASE	\$ 1,000.00
508-751-977-000	EQUIPMENT	DECREASE	\$ 1,000.00
508-754-704-000	SEASONAL STAFF REC DEPT	\$ 1,496.00	INCREASE
508-754-715-075	SOC SEC OTHER STAFF REC	\$ 360.00	INCREASE

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508-754-740-000	OPER SUPPLIES REC DEPT	\$ 450.00	INCREASE
508-754-930-000	REPAIR & MAIT REC DEPT	DECREASE	\$ 541.00
508-755-704-000	SEASONAL STAFF MAIT DEPT	\$ 2,000.00	INCREASE
508-755-717-000	TAXB BENE PARK RANGER	DECREASE	\$ 558.00
508-755-717-050	TAXB BENE PERM PART TIME	\$ 231.00	INCREASE
508-755-718-075	PENSION PERM PART TIME	\$ 2,366.00	INCREASE
508-755-740-001	OPER SUPPLIES MAIT DEPT	DECREASE	\$ 3,000.00
508-755-742-000	FUEL MAIT DEPT	\$ 2,500.00	INCREASE
508-755-867-000	NON-MOTOR TRAIL MAIT	DECREASE	\$ 600.00
508-755-930-000	REPAIR & MAIT MAIT DEPT	DECREASE	\$ 2,500.00
508-755-930-001	CONTROLLED BURNS	DECREASE	\$ 3,500.00
508-755-974-000	SMALL TOOLS	\$ 520.00	INCREASE
508-755-977-000	EQUIPMENT MAIT DEPT	\$ 20,000.00	INCREASE
508-755-975-000	SIGNAGE	DECREASE	\$ 752.00

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508-756-740-000	OPER SUPPLIES PARK DEVELOPMENT	DECREASE	\$ 2,000.00
508-756-951-000	BEAUTIFICATION PROJECT	DECREASE	\$ 5,000.00
508-965-965-010	TRANS TO RESERVE FOR INTEREST	DECREASE	\$ 8,300.00
508-965-965-000	TRANS TO GENERAL RESERVE	\$ 7,612.00	INCREASE
	<b>TOTAL OF DEBITS/CREDITS</b>	<b>\$ 45,935.00</b>	<b>\$ 45,935.00</b>

Roll call vote:

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

Nays: None

Absent: None

The motion carried.

**11. PAYMENT OF BILLS**

It was moved by Caviston, seconded by McKinney, that the bills be paid as submitted in the following amounts: General - \$12,674.07; Law Fund - \$10,227.42707.92; for a total of \$22,901.49. Further, that the Record of Disbursements be received.

The motion carried by a unanimous voice vote.

**12. PLEAS AND PETITION**

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There were none.

**13. ADJOURNMENT**

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

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor