

**SUPERIOR CHARTER TOWNSHIP BOARD
REGULAR MEETING
DECEMBER 19, 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 December 19, 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 Caviston, seconded by McKinney, to adopt the agenda as presented. The motion carried by unanimous voice vote.

5. APPROVAL OF MINUTES

A. REGULAR MEETING OF NOVEMBER 21, 2011

It was moved by McKinney, seconded by Caviston, to approve the minutes of the regular Board meeting of November 21, 2011, as presented.

The motion carried by a voice vote.

6. CITIZEN PARTICIPATION

A. NATIONAL HERITAGE ACADEMY, PROPOSED CHARTER SCHOOL AT GEDDES AND RIDGE ROADS

National Heritage Academy (NHA) staff members Matt Haywood, Jeff Chamberlain and Bill Davis made a presentation to the Board and audience about the proposed new NHA K-8 school at the southeast corner of Geddes and Ridge Roads. Rodney Grover, school board member of the proposed school was also present. They explained the State laws relating to the formation and operation of charter schools. Northern Michigan University is the authorizer for the proposed charter school. It will be located on about 12 acres and serve about 750 students. NHA operates 71 schools in nine states and has a total

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enrollment of about 45,000 students. There are 1,000 students in the area of this school that are already on the waiting list to attend an NHA school. They provided a site plan and elevation of the proposed two-story school. There were questions from the Board and audience about the proposed school's dress code, disciplinary policies.

B. CITIZEN COMMENTS

There were no citizen comments.

7. REPORTS

A. SUPERVISOR REPORT

Supervisor McFarlane reported on the following: He complimented Treasurer McKinney for collecting toys, blankets and food for the needy. The Ford family donated \$1,000.00 to the Fire Department. Washtenaw County Equalization has informed the County Parks Department that if land owned by the County is leased, or otherwise generates revenue, it is subject to paying property taxes. The County Parks Department is going pay taxes on all portions of their property that is leased to farmers. Supervisor McFarlane is attempting to work out an agreement where County Parks and other land owned by non-profits in Superior Township will make payments to the Township for the portion of property that is leased out. The revenues collected will be used for police and fire coverage. The developers of Woodside Village have nearly completed all improvements requested by the Township. The final wear-course of asphalt has been installed on all roads, there has been extensive grading and clean-up and other improvements to the site.

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

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

The motion carried by a voice vote.

C. TREASURER'S INVESTMENT REPORT AS OF SEPTEMBER 30, 2011

It was moved by Caviston, seconded by Green, to receive the Treasurer's Investment

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Report as of September 30, 2011.

The motion carried by a voice vote.

8. COMMUNICATIONS

A. YPSILANTI MEALS ON WHEELS ACKNOWLEDGEMENT

Ypsilanti Meals on Wheels provided an acknowledgment to the Board of the Township's payment of \$2,150.00 to their program to provide hot, nutritious meals to recipient's homes Monday through Saturday.

It was moved by Green, seconded by Lewis, to receive the Ypsilanti Meals on Wheels Acknowledgement of the Township's payment of \$2,150.00 to their program.

The motion carried by a voice vote.

9. UNFINISHED BUSINESS

A. CHANGES TO NON-UNION EMPLOYEES PERSONNEL MANUAL

In a memo dated 12-19-11, Susan Mumm, Human Resources Administrator, proposed amending language in the personnel manual for non-union employees as follows:

Page 13 Section 2.16

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

The words "personal time" were unintentionally lost during the revision process.

The other sentences are needed because otherwise it sounds like employees will be paid for 100% of their time when actually we only pay 25% of time for non-union employees if they have eight or more years of service.

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It was moved by McKinney, seconded by Caviston, to approve the changes to the Personnel Manual for Non-Union Employees as outlined by Human Resources Administrator Susan Mumm's December 19, 2011 Memo.

The motion carried by a voice vote.

10. NEW BUSINESS

A. UTILITY DEPARTMENT, NEW BACK-UP DEVICE FOR SERVER

Rick Church, Utility Director provided a memo dated December 15, 2011, and was present, in which he explained the Utility Department's need to purchase a new back-up device for their server. It is critical for the Utility Department to back-up their data on a daily basis. The current equipment is not working properly. Parhelion priced the equipment from three suppliers. The equipment cost is \$2,340.00. The cost for Parhelion to install the equipment is \$450.00. Mr. Church is recommending the Board approve the Utility Department's purchase of the new back-up equipment at a cost not to exceed \$2,790.00.

It was moved by McKinney, seconded by Caviston, to approve the Utility Department to purchase new back-up equipment at a cost not to exceed \$2,790.00 through Parhelion, as outlined in the Utility Department's memo dated December 15, 2011.

The motion carried by a voice vote.

B. RESIDENT REQUEST FOR REIMBURSEMENT OF THE CREDIT BALANCE ON THEIR ACCOUNT

Rick Church, Utility Director provided a memo dated December 15, 2011, and was present, in which he explained the request of a Utility Department customer who has a credit balance of \$464.85. They would like reimbursement for the full amount.

It was moved by McKinney, seconded by Williams, to approve the Utility Department to reimburse the full amount of credit carried in the account of one of their customer Ms. M. Brown, 8405 Barrington Drive.

The motion carried by a voice vote

C. TRUNK AND TRANSMISSION FEE UNIT FACTOR AMENDMENT

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Rick Church, Utility Director provided a memo date December 15, 2011, and was present, in which he explained the request of the Utility Department to adjust a section of the Utility Department's Schedule A, which addresses the fee schedule calculations for schools. Board members requested the schedule reflect the actual grades for the Elementary, Junior or Middle and Senior High School. The resolution was proposed as follows:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
December 19, 2011**

**Resolution Amending the Rates, Fees and Charges Related to Sewer and Water Services
Provided by the Township's Utility Department**

At a regular meeting of the Township Board of Trustees of Superior Charter Township, Washtenaw County, Michigan held at the Township Hall of said Township on the 19th of December, 2011, 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 the Township's sewer and water systems; and

WHEREAS, this Board finds that the Unit Use Factor for calculating Trunk and Transmission Fees for schools needs to be amended as it does not correctly reflect their demand on the Township's sewer and water system,

NOW, THEREFORE, BE IT RESOLVED, that the Superior Charter Township Board does hereby determine that the Trunk and Transmission Unit Use Factor for schools shall be amended per the attached Schedule A; and

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

CERTIFICATION

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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 December 19, 2011.

David Phillips, Township Clerk

Date Certified

SCHEDULE A

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

RESOLUTION ADOPTED FEBRUARY 27, 1996 AND AS AMENDED THROUGH DECEMBER 19, 2011, SCHEDULE OF RATES, FEES AND CHARGES RELATED TO SEWER AND WATER SERVICES PROVIDED BY THE TOWNSHIP'S UTILITY DEPARTMENT.

TYPE OF USE

UNIT USE FACTORS

Grocery Stores - Supermarkets	0.80 unit per thousand square feet
Hospitals	1.00 unit + 0.50 unit per bed
Hotels and Motels restaurant, bar, swimming pool areas, etc. at their respective	1.00 unit + 0.25 unit per bedroom plus 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 wastes units as	0.75 unit per thousand square feet (Industrial will be assigned such sanitary use factor

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instance, shall be appropriate in each individual
upon petition to the Township for such
assignment.

Restaurants or Bars (dinner and/or drinks) 4.00 unit per thousand square feet

Schools

- a. Elementary, Grades K-6 .012 per student
- b. Junior or Middle High, Grades 7-8 .020 per student
- c. Senior High, Grades 9-12 .38 per student
- d. Bus Maintenance Facility .165 per 1,000 square feet

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 2.00 unit per thousand square feet
Country clubs)
Theaters 1.00 unit + 0.01 unit per seat
Theaters - Drive In 1.00 unit + 0.20 unit per car
Warehouses 0.15 unit per thousand square feet

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

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

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

Roll call vote:

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

Nays: None

Absent: None

The motion carried.

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**D. LETTER OF UNDERSTANDING FOR SUPERIOR TOWNSHIP
FIREFIGHTERS**

Due to changes required for the MERS Health Care Savings Program (HCSP), a Letter of Understanding was required between the Superior Township Fire Department and the Charter Township of Superior. The changes included in the Letter of Understanding apply only new employees hired after 11-1-11 and allows the Township to set the employee contribution to 2% of regular pay; the employer's contribution set at \$120 per month, unless or until this amount is addressed in future contracts; and, provides rules for the pay-out and conversion of HCSP funds in the event of termination.

It was moved by McKinney, seconded by Williams, to approve the following Letter of Understanding and to approve the Supervisor to sign the Letter of Understanding.

LETTER OF UNDERSTANDING

Between

Superior Charter Township

And

Fire Fighters Union Local 3292
International Association of Fire Fighters

For Period November 1, 2011 through December 31, 2012

The Township has been informed by the Municipal Employees Retirement System (MERS) that the Internal Revenue Service has become increasingly restrictive in respect to elective contribution features in programs like the Health Care Savings Program.

As a result of this legal counsel, MERS has discontinued acceptance of new employee HCSP Participation Agreements with provisions such as Superior Township currently has in place for Firefighters Union Local 3292.

Therefore, Superior Charter Township wishes to change the participation agreements for the MERS Health Care Savings Plan Program for all firefighters hired on or after 11/1/11. This would then supersede the language in the current contract between Superior Charter Township and Fire Fighters Local 3292 Article A-IV sections 2: (a) and (b).

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All firefighters hired before 11/1/11 currently enrolled in the MERS HCSP would continue to be governed by the provisions of the current contract as outlined in Article A-IV Sections 2: (a) through (d). All firefighters hired after 1/1/11 would be governed by paragraphs (1) through (5) below:

MERS HEALTH CARE SAVINGS PROGRAM

(1) All newly hired full-time firefighters hired on or after 11/1/11 shall be enrolled in the MERS Health Care Savings Program on the first day of the month following month of hire and be subject to the provisions of the participant agreement in effect for that group at that time. The provisions as of 11/1/11 are 2% of Mandatory Salary Reduction from Regular Pay Only with Leave Conversion as defined in Section (3) below.

(2) Between November 1st and November 15th each year, the employees in this group [all firefighters hired after 11/1/11] shall discuss among themselves what they would like their mandatory contribution to the HCSP Program to be, [it must be at least 2% on regular pay] including the % of salary reduction, and whether the deduction shall be made from Reg Pay only, or Reg and Overtime Pay. The group shall then inform the Township Board, in writing, of their decision. If there is dissenting opinion among the group members, this shall be included in the letter. The Township Board will take into consideration the requests of the employee group, but shall have final determination as to the mandatory salary reduction percentage, and types of pay the reduction shall be applied to.

(3) The HCSP Participation Agreements for all firefighters hired after 11/1/11 shall also have the following Leave Conversion provision: As of date of termination, 100% of employees' Sick and Vacation Benefit Day monies shall be contributed to the HCSP program. [Any sick or vacation leave employees wish to be paid for in cash shall be cashed out the day before the date of termination. All employees shall have a Benefit Time Pay-off Election Form on file with the Human Resources Office that outlines his/her wishes regarding benefit day cash out in the event of death or if he/she is mentally incapacitated.]

(4) The employer portion of the employee's MERS Health Care Savings Program shall be \$120.00 for 2011 and 2012. The employer contribution shall be reviewed by the Board of Trustees during future Union Firefighter contract negotiations. The board may (but shall not be obligated) to propose

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to increase the Township's annual contribution to compensate for inflation or increases in health care costs. The board shall also maintain the right to propose decreasing the Township's contribution, or freezing any increases, based on the financial position of the Township, or in light of expanded health care coverage by the federal or state government.

(5) The employer portion of employees' HCSP accounts shall be subject to the following vesting schedule: After six completed years of employment as a firefighter, twenty-five percent (25%), after nine years of such employment fifty percent (50%), after twelve years of such employment seventy-five percent (75%), after fifteen years of such employment one hundred percent (100%).

This signed Letter of Understanding shall serve as evidence that both parties agree to these changes.

Signature: _____ Date: _____
Firefighters Union Local 3292 Representative

Print Name: _____

Signature: _____ Date: _____
Superior Township Supervisor

Print Name: _____

Roll call vote:

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

Nays: None

Absent: None

The motion carried.

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E. RESOLUTION #2011-26, SET THE RATE OF EMPLOYEE CONTRIBUTION TO THE MERS HEALTH CARE SAVINGS PLAN OF TOWNSHIP UNION EMPLOYEES HIRED AFTER NOVEMBER 1, 2011

Supervisor McFarlane explained that as indicated in the discussion about the above Letter of Understanding with Superior Township's firefighters, the Michigan Employees Retirement System (MERS) informed the Township that due to changes by the Internal Revenue Service, the Township needs to modify the implementation of the Health Care Savings Plan for union firefighters. Firefighters hired after November 1, 2011, will not have the option to modify their contributions to the MERS HCSP. The contribution will be set by the Township Board and will be the same for all firefighters hired after November 1, 2011. The following resolution was moved by McKinney, seconded by Lewis:

**CHARTER TOWNSHIP OF SUPERIOR
WASHTENAW COUNTY, MICHIGAN
December 19, 2011**

RESOLUTION 2011-26

A RESOLUTION TO SET THE RATE OF EMPLOYEE CONTRIBUTION TO THE MERS HEALTH CARE SAVINGS PROGRAM FOR TOWNSHIP UNION EMPLOYEES

WHEREAS, on March 21, 2005, the Charter Township of Superior adopted a Resolution to participate in the MERS Health Care Savings Program for the benefit of the union and non-union employees of the Township; and

WHEREAS in a meeting held in November 2011, the Michigan Employees Retirement System (MERS) informed the Township that the Internal Revenue Service has become increasingly restrictive in respect to elective contribution features in programs like the Health Care Savings Program (HCSP) and

WHEREAS, as a result of this, MERS legal counsel has recommended that the HCSP participation agreements for new employees hired after November 1, 2011, no longer include elective provisions like the HCSP participation agreements currently in effect for Superior Township union firefighters,

NOW, THEREFORE, BE IT RESOLVED, that the Charter Township of Superior Board does hereby establish that the contribution for all union firefighters hired after November 1, 2011 shall be set at 2% mandatory salary reduction from regular pay only with leave conversions as follows: As of date of termination, 100% of employee's eligible sick and

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vacation benefit day monies shall be contributed to the HCSP program. All employees hired after November 1, 2011 shall have a benefit time cash pay off election form on file with the Human Resources office that outlines his/her wishes regarding benefit day cash out in the event of death or if he/she is mentally incapacitated.

BE IT FURTHER RESOLVED, the employer's contribution for union employees shall remain at \$120.00 per month per employee.

Roll call vote:

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

Nays: None

Absent: None

The motion carried

F. WASHTENAW COUNTY SHERIFFS' CONTRACT 2012 THROUGH 2015

Supervisor McFarlane explained that the proposed contract with the Washtenaw County Sheriff for 2012 through 2015 results in the price of a modest increase in the cost of a PSU. \$150,594.00 per PSU for 2012; \$152,100 per PSU for 2013; \$153,621.00 per PSU for 2014; \$155,157.00 per PSU for 2015; with beginning in 2014 the County reserves the right to adjust these prices as a result of unforeseen cost increases in line items contained in the Direct Cost categories (salary, fringe, uniform allowance, gun allowance, fleet). Supervisor McFarlane recommended the Board approve the contract and authorize him to sign the contract.

It was moved by McKinney, seconded by Caviston, for the Board to approve the Washtenaw County Police Services Contract for 2012-2015 and to authorize the Supervisor to sign the contract.

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WASHTENAW COUNTY POLICE SERVICES CONTRACT

AGREEMENT is made this **1st** day of **January, 2012**, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan, 48107("County"), the WASHTENAW COUNTY SHERIFF, a Michigan Constitutional

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Officer (“Sheriff”) and SUPERIOR TOWNSHIP, a Michigan municipal corporation located at 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (“Township”).

RECITALS

WHEREAS, for the past nine years, the County and County Sheriff have provided police road patrol services to participating local governmental units pursuant to a contract between the County, County Sheriff and the local governmental entity; and WHEREAS, the Board of Commissioners has taken the position that to receive the benefit of police services, local jurisdictions must share paying the responsibility for the service; and

WHEREAS, the County and participating local governmental entities have executed police service contracts and amendments effective through December 31, 2011 providing that the County Sheriff would provide road patrol services pursuant to the terms of the amended contracts; and

WHEREAS, it is now necessary to execute new contracts effective January 1, 2012 through December 31, 2015, to insure the seamless continuation of police services for those communities.

NOW THEREFORE, the parties agree as follows:

ARTICLE I - SCOPE OF SERVICES

A. The parties agree that the Township shall contract for **ten (10)** Police Service Units (“PSU”) from the Sheriff to provide road patrol and other law enforcement services to the Township. A “PSU” is defined as, “the services of one Sheriff’s deputy plus all necessary support to keep that deputy on the road.” The parties agree that a deputy service hour constitutes all time spent by sheriff’s personnel responding to a call for service that originates from the contracting jurisdiction as well as any time spent within the boundaries of the jurisdiction. The parties further agree that a deputy hour includes all court time spent on Township cases. The parties also agree that any time spent in any jurisdiction by a deputy under this Contract who is responding to a condition red alert as defined by the Department of Homeland Security shall also be counted towards the annual contracted hours for the Township.

B. Specific deployment issues are attached as Exhibit A. The County, Sheriff and Township agree that the terms of Exhibit A, pertaining to deployment issues, may only be amended by mutual written consent of the Sheriff and Township.

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ARTICLE II – COMPENSATION AND OVERTIME

The price to the Township for the contractual police services is based upon the methodology adopted by the County’s Board of Commissioners on December 1, 2010

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and July 6, 2011.

The price for a PSU is fixed as follows: (1) \$150,594.00 per PSU for 2012; (2) \$152,100.00 per PSU for 2013; (3) \$153,621.00 per PSU for 2014; and (4) \$155,157.00 per PSU for 2015. Beginning in 2014, the County reserves the right to adjust these prices as a result of significant unforeseen cost increases in line items contained in the Direct Cost categories (Salary, Fringe, Uniform Allowance, Gun Allowance, Fleet). The County and Sheriff shall give each Contracting Partner six (6) months written notice of any such increase.

In addition to the compensation stated above, the Township shall also be responsible to pay for all overtime incurred by its contracted PSU's while working on Township related matters, including, but not limited to, testifying on court cases involving Township cases.

ARTICLE III – FAILURE TO PAY

The County shall bill the Township monthly for all standard monthly and overtime costs incurred during that month. The Township must pay this bill within thirty (30) days after the date of the invoice. Failure by the Township to pay the total monthly charges shall be a material breach of this Contract and entitle the County to immediately seek remedies including, but not limited to, the following:

- Limitation of future police services to the Township to offset the amount owed;
- Complete stoppage of all contract services to the Township until the amount owed is completely paid;
- Pursuit of a court order compelling the Township to pay the amount owed.

The parties understand and agree that the above remedies are not exclusive and do not constitute progressive enforcement steps. Thus, the County may choose any of these remedies, or any other remedy to which it is legally entitled, at any time after the Township has breached its duty to pay its monthly costs. Moreover, the parties understand and agree that these remedies are in addition to those stated in Article XIV.

ARTICLE IV – DISPUTE RESOLUTION

The parties agree that the Township may dispute any County invoice by taking the following actions within 30 days of receiving the invoice: (1) the Township must pay the disputed amount to the County; and (2) the Township must send written notice to the County Administrator that it disputes the invoice. The Township is encouraged to attach any written documentation supporting its claim to its request to County Administration for dispute resolution.

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Within 30 days of receiving the Township's notice disputing the invoice, County Administration will investigate the claim. If the investigation supports the Township's claim, the disputed money will be refunded back to the Township, along with interest at an annual rate of 2 per cent pro rated to equal the length of the arbitration process. If, however, as a result of the investigation, County Administration disagrees with the Township's claim, the County and the Township shall jointly pick a mutually acceptable arbitrator to hear the positions of the Township and County. The County and the Township shall also have the right to jointly compile a list of acceptable arbitrators which, if compiled, shall be an attachment to this Contract. The arbitrator's decision on the claim shall be binding. If the arbitrator ultimately decides in favor of the Township, the County agrees to refund the money paid by the Township, along with an annual 2 per cent interest payment pro rated to equal the length of the arbitration. The cost to retain the arbitrator shall be paid by the losing party.

ARTICLE V – TERM

The term of this contract shall be for forty-eight months with an effective date of January 1, 2012 and ending on December 31, 2015.

ARTICLE VI – INSURANCE

The County agrees to maintain at its own expense during the term of this contract the following insurance:

1. Workers' compensation insurance with Michigan statutory limits and Employers Liability Insurance with a minimum of one hundred thousand (\$100,000.00) dollars each accident for any employee.
2. Public entity liability coverage, which includes general liability, law enforcement liability, auto liability and public official's liability coverage. The County's insurer will add Superior Township as an additional insured under this public entity liability coverage. The County will be responsible for all expenses and loss payments within its SIR/Deductible.

The County shall submit a certificate of insurance that evidences such coverage to the Township Clerk prior to beginning services under this Contract.

ARTICLE VII – RESPONSIBILITY FOR EMPLOYEES AND AGENTS

The parties agree that the County is responsible for the acts and/or omissions of its PSU's and related police service personnel in providing services under this Contract.

ARTICLE VIII-CONFERENCES

The County and Township agree that either party may request a conference to

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discuss issues relating to interpretation of this Contract. Such notice shall be in writing and specify the issues to be discussed at the conference. In addition, as stated more

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fully in Exhibit A, the Sheriff and the Township may convene to discuss specific deployment issues.

ARTICLE - IX - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to, all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE X - EQUAL EMPLOYMENT OPPORTUNITY

All parties to this Contract agree that they 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 (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business). All parties to this Contract agree that they will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicants and the treatment of employees. Affirmative action will include, but not be limited to: employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship. All parties to this Contract agree to post notices containing this 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 the County, 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.

ARTICLE XI - EQUAL ACCESS

The Sheriff shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XII - ASSIGNS AND SUCCESSORS

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This contract is binding on the County, Sheriff and the Township, their successors and assigns. None of the parties to this Contract will assign or transfer its interest in this contract without the written consent of the other parties.

ARTICLE XIII - TERMINATION OF CONTRACT

If a party breaches any provision of this Contract, the non-breaching party may serve upon the breaching party written notice of its intent to terminate this Contract. If the breaching party fails to cure such breach within thirty (30) days after having received written notice of the breach, the non-breaching party may terminate this Contract,

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provided, however, that if the cure for the breach takes more than thirty (30) days to cure, the breaching party shall be given a reasonable amount of time beyond the thirty (30) day period to prosecute the cure to the breach to completion. Notwithstanding the paragraph above, the Township, upon giving the County and the Sheriff at least six (6) months written notice, may terminate the contract effective December 31st of the year such notice is given. In addition, the township may reduce the contracted PSU level in the event of significant unforeseen budgetary changes upon six (6) months written notice.

ARTICLE XIV – CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County, Sheriff and Township will be incorporated into this Contract by written amendment signed by all parties.

ARTICLE XV - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XVI - EXTENT OF CONTRACT

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

SUPERIOR TOWNSHIP

WASHTENAW COUNTY

By: _____ By: _____

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William McFarlane (DATE)
Township Supervisor

Verna J. McDaniel (DATE)
County Administrator

WASHTENAW COUNTY SHERIFF

By: _____
Jerry Clayton, Sheriff (DATE)

APPROVED AS TO FORM:

ATTESTED TO:

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

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

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EXHIBIT A

The Washtenaw County Sheriff (“Sheriff”) and Superior Township (“Township”) agree on the following specific deployment issues.

Assignment of Supervision. The Sheriff will provide supervision over PSU’s assigned to the Township. It is the Sheriff’s intent that any sergeants assigned to the Township be physically present in the Township; however, the Sheriff retains the discretion to determine the assignment of sergeants or any other supervisory personnel.

Overtime Protocol The parties agree that the Township shall have the right to discuss overtime and staffing issues with the Sheriff and to provide input on when overtime shall be incurred under this Contract, provided, however, that the Sheriff shall ultimately determine when overtime is justified under this Contract.

Animal Control. The parties agree that this Contract does not address animal control services.

Reporting. The Sheriff will make available to the Township a daily duty assignment roster that lists the PSU’s assigned to work in the Township and the shift assignments of those PSU’s. The Sheriff will also make available to the Township a monthly summary listing the PSU’s assigned to the Township during the preceding month, the number of regular and overtime hours worked by each assigned PSU, plus fill-in hours worked and time spent outside the Township by PSU’s responding to requests for service from other jurisdictions. If the Township collaborates with some other Township where patrol districts are created, that report shall identify the time spent by Superior Township deputies in Superior Township or such other Townships by shift. These reports shall be made available to the Township by the Tuesday preceding the third Monday of each month.

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Selection of Sheriff's Personnel to Fulfill Contract. The parties agree that the Township shall be permitted to provide input in the selection of Sheriff's Office personnel who will be assigned in the Township, who shall fulfill the terms of this contract. To that extent, the Township shall meet with administration staff from the Sheriff's Office to work out a process whereby appropriate Township personnel may be involved in the selection process of those individuals proposed by the Sheriff to work in that Township. The amount of assigned deputies will be determined by the labor agreement between the County, Union and Sheriff. The Sheriff agrees to take any input from the Township personnel in making his final decision on personnel who will work within that Township. The Township may also request assignment of personnel to specific shifts, provided, however, the Sheriff retains the power to make final decisions regarding shift assignments.

Removal of Sheriff's Personnel Assigned to the Township. The parties agree that if, in the Township's opinion, any individual assigned by the Sheriff to the Township is not acceptable to that Township, the Township and the Sheriff shall meet to discuss the situation and to work on addressing the problems between the Township and the individual in question. The reassignment of any Sheriff's Department personnel within a Township, however, shall remain the exclusive power of the Sheriff. The Sheriff agrees to notify the Township if any particular deputy is reassigned from the Township for any reason.

Ordinance Enforcement. The parties understand that general ordinance enforcement is not part of the services provided by the Sheriff to the Township pursuant to this contract. The Sheriff will, however, enforce local traffic ordinances. In addition, the Sheriff will assist the Township's local ordinance enforcement officer when such assistance is necessary.

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Substations. The Sheriff agrees to consult with the Township to determine where any substation may be located to assist Sheriff's Department personnel in fulfilling its responsibilities under this contract. The parties agree that the Township shall provide and maintain any such substation. The parties agree that the County shall equip and maintain the necessary furniture and equipment for the PSUs' use in the substations. The County agrees to provide a "call box" emergency phone on the exterior of the substation for use of the public to call for assistance.

Freeway and Out of Township Service. The parties agree that assigned PSU's will not be a primary responder to non-life threatening calls from a freeway. Such calls shall be referred to the Michigan State Police. In addition, assigned PSU's shall not respond to life threatening freeway calls if the Michigan State Police are readily available to respond to such calls, the Sheriff agrees to send on duty PSU's to calls for assistance from Township fire officials. Further, PSU's under this Contract shall be assigned as support or backup, not as primary complaint responders to areas outside of the Township. The

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Sheriff reserves the right to allocate resources to address critical circumstances on the freeway.

Notification. The Sheriff agrees to use good faith efforts to notify in a timely fashion the Township Supervisor or his/her designee of any major newsworthy events that occur within the Township. To that end, a command officer will inform the Township as soon as practicable of the following matters: (a) homicides; (b) traffic fatalities occurring with the Township; (c) major criminal events; (d) major citizen complaints regarding performance of PSU's within the Township; (e) discharge of a firearm by Sheriff's personnel within the Township excluding incidents with animals, or of a Township PSU acting outside the Township; (f) requests for news media interviews regarding operations with the Township; (g) motor vehicle accidents involving Township PSU's while on duty in which there is personal injury; and (h) any significant change in the Sheriff's operations within the Township. The Township recognizes that, due to the confidential nature of certain criminal and internal investigations, immediate notification may not be appropriate. The Sheriff will make reasonable attempts to notify the Township before such cases are made public.

Attendance at Township Board Meetings. The Sheriff agrees that a command officer shall attend Township board meetings regularly to report to the Township Board on any relevant contract issues and/or to answer questions from the Board.

Periodic Meetings. The Sheriff agrees to send command staff responsible to meet with Township officials on an agreed upon periodic schedule to discuss issues relevant to this contract. The Sheriff agrees that such issues shall include, but not be limited to, advice by the Township as to use of the services contracted for under the Agreement. These meetings may include Sheriff's administration staff including the Undersheriff and/or the Sheriff if necessary.

Community Service Officers/Community Work Program The parties understand that community service officers do not come within the scope of this Contract. Should such officers become available at a later date, the Sheriff agrees to permit the Township to acquire such service at the established rate. The Sheriff agrees to provide community work program services when available.

Other Contracts The Sheriff acknowledges that the Township may execute contracts with private entities that relate to police services. The parties agree that the Sheriff is not bound by the terms of such contracts. The Sheriff will, however, use good faith efforts within the scope of this Contract, to assist the Township in meeting its obligations under such other contracts.

Roll call vote:

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

Nays: None

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Absent: None

The motion carried

**G. ORDINANCE 174-06, REZONING 37.48 ACRES (HONEY CREEK VILLAS)
FROM PC TO A-1, FIRST READING**

Mr. Gerard Matuszak explained to the Board that he recently purchased the 37.48 acres, which was zoned Planned Community, Honey Creek Villas. He said he has no intention of developing the property and requested it be rezoned to A-1 (Agricultural). The Planning Commission has reviewed the request and recommended approval of the request.

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN
ORDINANCE # 174-06**

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

SECTION I

Superior Charter Township Ordinance Number 174, designated Superior Charter Township Zoning Ordinance, adopted August 4, 2008 and effective August 14, 2008, as amended, and the zoning district map attached thereto and made a part thereof, are hereby amended by rezoning the following described property in Superior Township, Washtenaw County, Michigan from the present zoning of PC (Planned Community – Villas at Honey Creek) to A-1 (Agriculture):

Commencing at the Southwest ¼ corner of Section 5, T2S, R7E, Superior Township, Washtenaw County, Michigan; thence N00°13'34" E 871.72 feet along the West Line of said Section and the centerline of Vorhies Road to the POINT OF BEGINNING; thence continuing along said West line and said centerline N00°13'34" E 464.88 feet; thence N89°24'34"E 1599.60 feet along the North line of the South ½ of the Southwest ¼ of said Section; thence S00°17'22" W 1334.70 feet along the East Line of the West 8 acres of the Southwest ¼ of said Section as surveyed by Donald W. Ross (project #88-2198 dated 5/24/88) to a point on the South line of said Section and the centerline of

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Warren Road that bears S89°20'26"W 1065.80 feet from the South ¼ corner of said Section; thence along said South line and said centerline S89°20'26"W 1021.46 feet; thence N00° 13'06"E 871.72 feet; thence S89 ° 20'26" W 576.58 feet to the Point of Beginning. Being a part of the South ½ of the Southwest ¼ of Section 5, T2S, R7E, Superior Township, Washtenaw County, Michigan and containing 37.48 acres of land, more or less. Being subject to the rights of the public over the Easterly 33 feet of Vorhies Road and the Northerly 33 feet of Warren Road. Also being subject to easements and restrictions of record, if any.

SECTION II

The zoning district of the above-described parcel is hereby changed from PC (Planned Community) to A-1 (Agriculture.)

SECTION III

This Ordinance shall be published by posting in the Office of the Clerk, 3040 N. Prospect, Ypsilanti, 48198, and on the Township website – www.superior-twp.org – pursuant to Section 8 of the Charter Township Act, being MCL 42.8, 3(b) within thirty (30) days following the final adoption thereof. This Ordinance shall become effective on the eighth day following said publication or such later date as is provided by law. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

It was moved by Caviston, seconded by Lewis, to approve the first reading of Ordinance 174-06, Rezoning 37.48 Acres (Honey Creek Villas) from Planned Community (PC) to A-1 (Agricultural).

Roll call vote:

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

Nays: None

Absent: None

The motion carried

H. ORDINANCE NO. 182 AN ORDINANCE TO AMEND ORDINANCE NO. 105-BURNING, FIRST READING, FIRST READING

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Mr. Daniel Smoke had requested the Township prohibit open burning in his neighborhood. He obtained over twenty signatures from residents who reside near him. As a result of this request, the Township prepared an amendment to the current Burning Ordinance, which would result in prohibiting burning in Section 19 of the Township, except for burning that would be allowed by the Right to Farm Act on property zoned for agriculture.

The following ordinance was moved by Caviston, seconded by Lewis:

**SUPERIOR CHARTER TOWNSHIP
WASHTENAW COUNTY, MICHIGAN**

**ORDINANCE No. 182
AN ORDINANCE TO AMEND ORDINANCE 105-BURNING ORDINANCE,**

THE CHARTER TOWNSHIP OF SUPERIOR ORDAINS:

Section 182.01, amend Section 105.03(1) as follows:

Remove “section IV” and replace it with “Section 105.04”

Section 182.02, amend Section 105.04 Regulations as follows:

Section 105.04 (7), shall read:

“7. Due to the density and the danger of fires spreading and smoke and fumes creating a nuisance, no permits shall be issued for any location in Sections 33, 34 or 35 of the Township.”

Section 182.03, amend Section 105.04 Regulations as follows:

Section 105.04 (8), shall be added as follows:

“8. Due to the density and the danger of fires spreading and smoke and fumes creating a nuisance, no permits shall be issued for any location in Sections 19 or 36 of the Township, except for burning of agricultural or beekeeping wastes as permitted by rules promulgated by the MDEQ or by State law; or burning for the control of crop disease provided the County agricultural agent has issued a permit for such burning.”

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Section 182.03 Numbering. The numbering of sections in Ordinance 105 in the Book of Compiled Ordinances of Superior Charter Township shall reflect these changes.

Section 182.04 Severability.

Should any section, subdivision, sentence, clause or phrase of this Ordinance be declared by the Courts to be invalid, the same shall not affect the validity of the Ordinance as a whole or any part thereof other than the part as invalidated.

Section 182.05 Publication.

This Ordinance shall be published by posting in the Office of the Clerk, 3040 N. Prospect, Ypsilanti, 48198, and on the Township website – www.superior-twp.org – pursuant to Section 8 of the Charter Township Act, being MCL 42.8, 3(b) within 30 days following the final adoption thereof. This Ordinance shall become effective immediately upon said publication and the same shall be recorded in the Ordinance Book of the Township, and such recording authenticated by the signatures of the Supervisor and Clerk.

Roll call vote:

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

Nays: None

Absent: None

The motion carried

I. MCM GROUP, INVOICE FOR 2012 MUNICIPAL INSURANCE PACKAGE

MCM Group's invoice for the 2012 Municipak Insurance was received. There were some changes in coverage, such as: coverage for non-monetary/injunctive relief in the amount of \$50,000 per lawsuit, with a period maximum of \$100,000; coverage for earthquake and flood insurance; coverage for equipment breakdown. The annual premium of \$54,908.00 is \$253.00 more than the 2011 premium.

It was moved by Caviston, seconded by McKinney, to approve the payment of MCM Group invoice for the 2012 Municipak Insurance Package in the amount of \$54,908.00.

The motion carried by unanimous voice vote.

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**J. WASHTENAW COUNTY CONSORTIUM FOR SOLID WASTE
MANAGEMENT FY2011 DUES**

The Washtenaw County Solid Waste Consortium dues for FY 2011 in the amount of \$75.00 were received.

It was moved by Williams, seconded by Lewis, to approve payment of the Washtenaw County Consortium for Solid Waste Management due for FY 2011 in the amount of \$75.00.

The motion carried by unanimous voice vote.

K. DELTA DENTAL DUES

Susan Mumm, Accountant, provided a memo in which she recommended that the Delta Dental contract be renewed for 2012. They have increased by 3.2%

It was moved by McKinney, seconded by Caviston, to approve the renewal of the Delta Dental contract for 2012, with the amounts as indicated in Susan Mumm's December 13, 2011 memo.

The motion carried by unanimous voice vote.

L. BOARD APPOINTMENTS

In a memo dated December 19, 2011, Supervisor McFarlane provided the Board with his recommendations for Board Appointments for terms ending in 2011 or early 2012. All are reappointments.

BOARD APPOINTMENTS

RECOMMENDED APPOINTMENTS

Planning Commission	Brenda Baker, 2/28/12 to 2/28/15
Zoning Board of Appeals	Douglas Dail, 12/31/11 to 12/31/14 Sonny Parm, 12/31/11 to 12/31/14
Wetlands Board	John Langs, 4/7/12 to 4/7/15

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David Zelisse, 4/07/12 to 4/7/15

It was moved by McKinney, seconded by Caviston, to approve the appointments as outlined in Supervisor McFarlane's memo dated December 19, 2011.

The motion carried by unanimous voice vote.

M. TOWNSHIP 2012 HOLIDAY CLOSING SCHEDULE

It was moved by Caviston, seconded by McKinney, to approve the following Charter Township of Superior 2012 Holiday Closing Schedule:

**CHARTER TOWNSHIP OF SUPERIOR
2012 HOLIDAY CLOSINGS SCHEDULE**

Monday, January 2, 2012	New Year's Day
Monday, January 16, 2012	Martin Luther King, Jr. Day
Monday, February 20, 2012	President's Day
Friday, April 6, 2012*	Good Friday (1/2 day)
Monday, May 28, 2012	Memorial Day
Wednesday, July 4, 2012	Independence Day
Monday, September 3, 2012	Labor Day
Monday, October 8, 2012	Columbus Day
Monday, November 12, 2012	Veteran's Day
Thursday, November 22, 2012	Thanksgiving Day
Friday, November 23, 2012	Day after Thanksgiving
Monday, December 24, 2012	Christmas Eve

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Tuesday, December 25, 2012

Christmas

Monday, December 31, 2012

New Year's Eve

- Denotes ½ day, offices close at 12:00 noon.

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

The motion carried by a voice vote.

**N. 2012 TOWNSHIP BOARD AND PLANNING COMMISSION MEETING
SCHEDULE**

It was moved by Caviston, seconded by McKinney, to approve the following Charter Township of Superior 2012 Meeting Schedule:

**CHARTER TOWNSHIP OF SUPERIOR
3040 NORTH PROSPECT, YPSILANTI, MICHIGAN 48198
734-482-6099**

2012 MEETING SCHEDULE

TOWNSHIP BOARD

All regular meetings are held at the Township Hall, 3040 N. Prospect, at 7:30 p.m. on the third Monday of each month. If a holiday falls on a third Monday, the meeting will be on the Tuesday following that Monday of that week.

Tuesday, January 17, 2012 (following Martin Luther King Day)

Tuesday, February 21, 2012 (following Presidents' Day)

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Monday, March, 19, 2012
Monday, April 16, 2012
Monday, May 21, 2012
Monday, June 18, 2012
Monday, July 16, 2012
Monday, August 20, 2012
Monday, September 17, 2012
Monday, October 15, 2012
Monday, November 19, 2012
Monday, December 17, 2012

PLANNING COMMISSION

All regular meetings are held at the Township Hall, 3040 N. Prospect, at 7:30 p.m. on the fourth Wednesday of each month, except for the December meeting which will be held on the third Wednesday of the month.

Wednesday, January 25, 2012	Wednesday, July 25, 2012
Wednesday, February 22, 2012	Wednesday, August 22, 2012
Wednesday, March 28, 2012	Wednesday, September 26, 2012
Wednesday, April 25, 2012	Wednesday, October 24, 2012
Wednesday, May 23, 2012	Wednesday, November 28, 2012
Wednesday, June 27, 2012	Wednesday, December 19, 2012

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

The motion carried by a voice vote.

O. BUDGET AMENDMENTS

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

GENERAL FUND BUDGET AMENDMENTS			
12/19/2011			
BUDGET LINE #	DESCRIPTION	DEBIT	CREDIT

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101-101-702-050	SALARY BOARD SECRETARY	\$ 1,629.00	INCREASE
101-101-715-007	SOC SEC SENIOR ASSISTANT	\$ 79.00	INCREASE
101-101-716-007	HEALTH INSUR SENIOR ASSISTANT	\$ 110.00	INCREASE
101-101-719-000	MESC BENEFITS	\$ 57.00	INCREASE
101-101-727-050	POSTAGE	\$ 4,000.00	INCREASE
101-101-801-00	PROF SERVICES BOARD/ ADMIN DEPT	\$ 800.00	INCREASE
101-101-900-000	PRINTING & PUBLISHING	\$ 600.00	INCREASE
101-101-930-000	REPAIR AND MAIT ADMIN DEPT	\$ 500.00	INCREASE
101-101-957-000	BOOKS & PERIODICALS	\$ 350.00	INCREASE
101-101-958-000	MEMBERSHIPS & DUES	\$ 2,000.00	INCREASE
101-171-717-000	SUPERVISOR TAXB BENE	\$ 216.00	INCREASE
101-171-718-000	SUPERVISOR PENSION	DECREASE	\$ 600.00
101-209-702-050	ASST ASSESSOR SALARY	\$ 100.00	INCREASE
101-209-703-000	CONTRACT SERV ASSESSING DEPT	DECREASE	\$ 1,000.00
101-209-715-075	FIELD APPRASIER SOC SEC	\$ 100.00	INCREASE
101-209-716-050	ASST ASSESSOR HEALTH INSUR	\$ 205.00	INCREASE
101-209-716-055	FIELD APPRASIER HEALTH INSUR	\$ 310.00	INCREASE
101-209-717-055	FIELD APPRASIER TAXB BENE	\$ 175.00	INCREASE
101-209-710-000	TRAINING ASSESSING DEPT	DECREASE	\$ 770.00
101-209-860-050	MEALS LODGING ASSESS DEPT	DECREASE	\$ 470.00

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101-215-716-050	CLERK'S ADMIN ASSIST HEALTH INSUR	\$ 137.00	INCREASE
101-253-716-051	DEPUTY TREASURER RETIRE HEALTH	\$ 120.00	INCREASE
101-253-716-050	DEPUTY TREASURER HEALTH INSUR	\$ 800.00	INCREASE
101-265-740-000	OPERATING SUPP BUILD & GROUDS DEPT	DECREASE	\$ 1,000.00
101-265-740-050	SMALL FURN/ EQUIP	\$ 550.00	INCREASE
101-265-930-000	REPAIR & MAIT BLDG & GROUNDS	DECREASE	\$ 1,500.00
101-265-980-050	EQUIP UNDER \$5,000	\$ 1,488.00	INCREASE
101-410-716-050	HEALTH INSUR PLAN ADMIN	\$ 60.00	INCREASE
101-890-890-000	CONTINGENCIES	DECREASE	\$ 15,000.00
101-965-965-000	TRANS TO RESERVE FUND	\$ 5,954.00	INCREASE
	TOTAL OF DEBITS/CREDITS	\$ 20,340.00	\$ 20,340.00

LAW FUND BUDGET AMENDMENTS		12/19/2011	
BUDGET LINE #	DESCRIPTION	DEBIT	CREDIT
266-310-930-000	REPAIR & MAIT	\$ 100.00	INCREASE
266-890-985-000	TAX CHARGEBACKS	\$ 9,000.00	INCREASE
266-000-403-050	PRIOR YEAR DELQ PERS PROP	INCREASE	\$ 639.00
266-000-695-000	FALSE ALARM CHARGES	INCREASE	\$ 600.00

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266-000-664-050	INTEREST ON RESERVES	INCREASE	\$ 761.00
266-000-699-000	APPROP FROM FUND BALANCE	INCREASE	\$ 5,900.00
266-310-851-00	INSRUANCE	DECREASE	\$ 1,100.00
	TOTAL OUTSTANDING A/P	\$ 9,000.00	\$ 9,000.00

BUILDING FUND BUDGET AMENDMENTS			
12/19/2011			
BUDGET LINE #	DESCRIPTION	DEBIT	CREDIT
249-371-930-000	REPAIR & MAIT	\$ 2,500.00	INCREASE
249-371-963-000	BANK FEES & CHARGES	\$ 150.00	INCREASE
249-371-851-000	INSUR & BONDS	DECREASE	\$ 1,700.00
249-371-703-000	CONTRACT SERVICES	\$ 1,600.00	INCREASE
249-371-801-025	LEGAL FEES	DECREASE	\$ 500.00
249-000-610-000	CHARGES FOR SERVICES	\$ 3,000.00	DECREASE
249-000-699-025	APPROP FROM RESERVES	INCREASE	\$ 5,050.00
	TOTAL OUSTANDING A/P	\$ 7,250.00	\$ 7,250.00

PARK FUND BUDGET AMENDMENTS			
12/19/2011			
BUDGET LINE #	DESCRIPTION	DEBIT	CREDIT

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508-751-850-000	TELECOMMUNICATIONS ADMIN DEPT	\$ 1,500.00	INCREASE
508-751-900-000	PRINTING & PUBLISHING ADMIN DEPT	\$ 250.00	INCREASE
508-751-965-050	TRANS TO ACRUED ABSENCES RESERVE	\$ 10,000.00	INCREASE
508-755-977-000	EQUIPMENT	DECREASE	\$ 13,000.00
508-755-860-000	TRANSPORTATION	\$ 350.00	INCREASE
508-755-920-000	UTILITIES MAIT DEPT	\$ 300.00	INCREASE
508-751-801-000	PROF SERVICES ADMIN DEPT	\$ 250.00	INCREASE
508-751-727-000	OFIC DSUPPLIES ADMINDEPT	\$ 250.00	INCREASE
508-755-715-075	SOC SECSEASONAL STAFF	\$ 100.00	INCREASE
	TOTAL OUTSTANDING A/P	\$ 13,000.00	\$ 13,000.00

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 Green, that the bills be paid as submitted in the following amounts: Law Fund - \$6,705.58; for a total of \$6,705.58. Further, that the Record of Disbursements be received.

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The motion carried by a unanimous voice vote.

12. PLEAS AND PETITION

There were none.

13. ADJOURNMENT

It was moved by Caviston, seconded by Green, that the meeting be adjourned. The motion carried by a voice vote and the meeting adjourned at 8:55 p.m.

Respectfully submitted,

David Phillips, Clerk

William McFarlane, Supervisor