

**SUPERIOR CHARTER TOWNSHIP BOARD  
REGULAR MEETING  
FEBRUARY 18, 2014  
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 Kenneth Schwartz at 7:30 p.m. on February 18, 2014, at the Superior Township Hall, 3040 North Prospect, Ypsilanti, Michigan.

**2. PLEDGE OF ALLEGIANCE**

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

**3. ROLL CALL**

The members present were Ken Schwartz, David Phillips, Brenda McKinney, Nancy Caviston, Rodrick Green, Lisa Lewis and Alex Williams.

**4. ADOPTION OF AGENDA**

It was moved by McKinney seconded by Caviston, to adopt the agenda with the addition of Board Policy 06.06.001, Public Inspection of Assessing Records as Item I. under New Business and Resolution 2014-10, Amending Superior Township Personnel Manual and the Fire Fighters Letter of Understanding.

The motion carried by unanimous voice vote.

**5. APPROVAL OF MINUTES**

**A. REGULAR MEETING OF JANUARY 21, 2014**

It was moved by Caviston, seconded by McKinney, to approve the minutes of the regular Board meeting of January 21, 2014, as presented.

The motion carried by a unanimous voice vote.

**6. CITIZEN PARTICIPATION**

Rich Stickel, resident of Washington Square, said some of the subdivision roads had become impassable and thanked Supervisor Schwartz for having the Utility Department plow them. Supervisor Schwartz indicated that due to the severity of this winter, the Road Commission was unable to adequately plow the roads. He said he is exploring new strategies to improve future road maintenance.

**7. REPORTS**

**A. SUPERVISOR REPORT**

Supervisor Ken Schwartz reported on the following: This winter's record snow falls and low temperatures resulted in increased demands for winter road maintenance and a flurry of complaints from our residents. The Township's Ordinance No. 68, Snow Emergency, is outdated and needs to be reviewed and revised this year. The Township also needs to review the manner in which it funds road repair and maintenance. Resolution 2014-10 was added to tonight's agenda to eliminate the Township making advance payments to employee's HSA accounts. Supervisor Schwartz indicated he had reviewed the resolution with the Fire Fighter's Union Representative and they have no opposition to the change. The Township contracted with Nimble Systems to complete an audit of the Township Information Technology (IT) systems. The audit will address the Township's IT equipment, needs and operations to determine if the Township's IT needs are being properly met. There has not been many major crimes in the past several months but Supervisor Schwartz did receive a suggestion from a resident of the Frains Lake area. He was concerned that door-to-door sales people or solicitors were casing homes to break and enter. He suggested the Township pass a no solicitation ordinance and to post signs in strategic areas.

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

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

The motion carried by a unanimous voice vote.

**C. UTILITY DEPARTMENT FINANCIALS, PERIOD ENDING DECEMBER 31, 2013**

It was moved by McKinney, seconded by Lewis, for the Board to accept the Utility Department Financials for the period ending December 31, 2013.

The motion carried by a unanimous voice vote.

**8. COMMUNICATIONS**

**A. BROMLEY PARK COMMUNITY ASSOCIATION, ANNUAL UTILITY MAINTENANCE FEE**

Keith Lockie, Utility Director, submitted a memo and was present to recommend waiving the Annual Utility Maintenance Fee for the sanitary sewer system that serves the Bromley Park community in the amount of \$3,173.03. When the Bromley Park Community Development Agreement was approved, it included a requirement for the Utility Department to charge an annual assessment fee for the maintenance of a non-motorized pathway. This pathway provides access to underground utilities and a section of sewer pipe for additional cleaning. As the development became completed, the Township determined that in most years, there was no need for additional cleaning or to charge the additional assessment. At their regular meetings of May 18, 2009 and October 19, 2009, the Township Board approved a procedure for the Board to waive the annual assessment fees, which includes the Community Association submitting a written request to have the fee waived. The Bromley Park Community Association submitted a letter dated February 7, 2014 requesting the Township Board waive the Annual Utility Maintenance Fee for 2013. In a letter dated February 18, 2014, Keith Lockie, Utility Department Director, recommended the assessment be waived, as there has not been any additional cleaning required for the sanitary sewer pipe in question.

It was moved by Phillips, seconded by Green, for the Superior Township Board to waive the Bromley Park Community Association Annual Utility Access Maintenance Fee for 2014 in the amount of \$3,173.05 as indicated by the Superior Township Utility Department Invoice Number 2014-REG-01.

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

Nays: None

Absent: None

The motion carried

**B. DAN MOODY, WASHTENAW COUNTY SOLID WASTE COORDINATOR, SOLID WASTE AND RECYCLING REPORT**

Supervisor Schwartz reviewed the letter from Dan Moody, Washtenaw County Solid Waste Coordinator. Trustee Williams indicated that the Township has cooperated with the County Solid

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Waste event held at EMU's Rynearson Stadium and it was very successful. The Board indicated the Township should contact Mr. Moody about having additional recycling events as it may reduce the amount of dumping on the roads.

It was moved by Caviston, seconded by Green, for the Board to receive the communication from Dan Moody, Washtenaw County Solid Waste Coordinator.

The motion carried by a unanimous voice vote.

**C. FIRE CHIEF WAYNE DICKINSON, REPORT TO START BID PROCESS ON FIRE TRUCK**

In a letter dated February 13, 2014, Fire Chief Wayne Dickinson, explained that fire engine 11-2 is over-due for replacement, specifications for a replacement engine have been completed and he requested the Board approve the Fire Department issuing a notice to bid on a replacement engine. He said the specifications are very similar to the specs for engine #1, which was replaced in 2011 but they expect the cost to be higher due to new engine and other requirements.

It was moved by Phillips, seconded by McKinney, for the Board to approve the Superior Township Fire Department to issue a notice to bid for a new fire engine to replace fire engine 11-02.

The motion carried by a unanimous voice vote.

**9. UNFINISHED BUSINESS**

There was none.

**10. NEW BUSINESS**

**A. CGAP, JOINT FIRE DEPARTMENTS, MOU AND SHARED EMPLOYEE AGREEMENT**

Supervisor Schwartz explained that the following two documents are necessary in order to initiate the pilot program for the joint operation of the Superior and Ann Arbor Township fire departments. The agreement outlines the procedure for Superior Township to hire Brian Thurston as the part-time Fire Chief of Superior Township.

It was moved by Caviston, seconded by Lewis, for the Board to approve the following Memo of Understanding Regarding Fire Services and Shared Employee Agreement and to authorize the Supervisor to sign the documents:

**MEMORANDUM OF UNDERSTANDING  
REGARDING FIRE SERVICES**

This Memorandum of Understanding ("**Agreement**") is made effective on March 1, 2014 ("**Effective Date**") by and between Ann Arbor Charter Township, a Michigan municipal corporation, whose address is 3792 Pontiac Trail, Ann Arbor, Michigan 48105 ("**Ann Arbor Township**") and Superior Charter Township, a Michigan municipal corporation, whose address is 3040 North Prospect, Ypsilanti, Michigan 48198 ("**Superior Township**"). Ann Arbor Charter Township and Superior Township are together referred to as the "**Townships**."

**RECITALS**

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- A. The Ann Arbor Township Fire Department and Superior Township Fire Department (together the “**Fire Departments**”) have had long standing mutual emergency aid agreements and, where appropriate, joint personnel training programs; and
- B. Superior Township is currently operating with an Interim Fire Chief, following the recent retirement of its Fire Chief; and
- C. The State of Michigan has encouraged governmental units to consider cooperation in and consolidation of services if cost savings or quality improvements can be achieved, and the Michigan Department of Treasury has incentivized studies of such cooperation and consolidation through a program titled Competitive Grant Assistance Program (“**CGAP**”); and
- D. The Boards of the Ann Arbor Township and Superior Township each adopted a resolution on December 16, 2013, authorizing the filing of an application for a CGAP grant (“**CGAP Application**”) to study possibilities for additional strategic cooperation or consolidation of their Fire Departments; and
- E. The goal of the CGAP study is to identify opportunities for providing the highest quality emergency services with reduced overall costs; and
- F. Representatives of both Townships have developed a set of Operating Guidelines attached as Exhibit A, which may be amended from time to time, (“**Operating Guidelines**”) for conducting the CGAP study and pilot program under a single Fire Chief command structure (“**Pilot Program**”); and
- G. Both Township Boards have authorized initiating the Pilot Program on March 1, 2014 for operation of the Townships’ Fire Departments under a single Fire Chief, namely Brian Thurston (“**Chief Thurston**”), presently Fire Chief of Ann Arbor Township; and
- H. Representatives of the Townships have developed a Shared Employee Agreement attached as Exhibit B (“**Shared Employee Agreement**”) related to the joint command of the Townships’ Fire Departments by a single Fire Chief, being Chief Thurston.
- I. The Townships each believe it will be in their best interest and for their mutual benefit to cooperate in the joint operation of their Fire Departments under the Operating Guidelines during the Pilot Program and to share the services of a Fire Chief as set forth in the Operating Guidelines, the Shared Employee Agreement and this Agreement; and
- J. The Townships wish to enter into this Agreement for cooperative operation of their Fire Departments under the Operating Guidelines during the Pilot Program.

**AGREEMENT**

1. Pilot Program. The Townships shall initiate the Pilot Program outlined in the CGAP Application and the Operating Guidelines on March 1, 2014, for the cooperative operation of the Fire Departments of both Ann Arbor Township and Superior Township under the command of a single Fire Chief, being Chief Thurston.
2. Operating Guidelines. The Operating Guidelines, as they may be amended from time to time by joint action of the Townships’ Supervisors will govern the cooperative operation of the Townships’ Fire Departments during the Pilot Program; provided, no action will be taken or change made that (a) cannot be reversed on thirty (30) days’ notice in the event that the Pilot Program ends without a decision by both Township Boards to pursue consolidation or some other cooperative agreement, or (b) does not comply with the Union contractual agreements of both Townships.
3. Shared Employee Agreement. The Shared Employee Agreement shall govern the shared employee arrangement for joint command of the Fire Departments by Chief Thurston during the Pilot Program.

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4. Term. This Agreement commences on the Effective Date set forth above and shall continue until either Township terminates this Agreement with not less than 30 days prior written notice to the other party.
5. Authority. Each party represents that this Agreement has been duly authorized by their respective Boards of Trustees.
6. Insurance/Liability. Each Township shall be solely responsible for and shall maintain, at such Township's expense, liability and property damage insurance coverage at their current limits and with their current insurance carriers for loss, liability or claims related to or arising out of such Township's property or equipment, and acts or omissions of such Township's employees, officers, contractors or agents, and for other matters occurring within the territorial limits of such Township, and shall provide evidence of such insurance coverage to the other party. Notwithstanding the foregoing, (a) the activities of Chief Thurston shall be governed by the terms of the Shared Employee Agreement, and (b) workers compensation of each Township's employees shall be governed by the terms of such Township's workers compensation insurance coverage. All authorized personnel acting in the line of duty shall be considered employees of their respective Fire Departments regardless of the time and place of injury. The foregoing shall not constitute a waiver of any of the rights, privileges and exemptions from liability afforded to municipalities or their agents or employees when performing their respective public functions.
7. General. This Agreement shall be governed and construed in accordance with the laws of the State of Michigan. This Agreement may be amended only by a writing signed by both parties. The Recitals are incorporated in this Agreement by this reference.

Signed and effective on the day and year first written above.

*(signatures on the following page)*

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ANN ARBOR CHARTER TOWNSHIP, a  
Michigan municipal corporation

By: \_\_\_\_\_  
Michael C. Moran  
Its: Supervisor

SUPERIOR CHARTER TOWNSHIP, a Michigan  
municipal corporation

By: \_\_\_\_\_  
Kenneth Schwartz  
Its: Supervisor

**EXHIBIT A TO MEMORANDUM OF UNDERSTANDING**

(Operating Guidelines)

**EXHIBIT B TO MEMORANDUM OF UNDERSTANDING**

(Shared Employee Agreement)

**SHARED EMPLOYEE AGREEMENT**

This Shared Employee Agreement (“**Agreement**”) is made effective on March 1, 2014 (“**Effective Date**”) by and between Ann Arbor Charter Township, a Michigan municipal corporation, whose address is 3792 Pontiac Trail, Ann Arbor, Michigan 48105 (“**Ann Arbor Township**”) and Superior Charter Township, a Michigan municipal corporation, whose address is 3040 North Prospect, Ypsilanti, Michigan 48198 (“**Superior Township**”). Ann Arbor Charter Township and Superior Township are together referred to as the “**Townships**.”

**R E C I T A L S**

K. The Ann Arbor Township Fire Department and Superior Township Fire Department have had long-standing mutual emergency aid agreements and, where appropriate, have conducted joint personnel training programs.

L. Superior Township is currently operating with an Interim Fire Chief, following the recent retirement of its Fire Chief.

M. The State of Michigan has encouraged governmental units to consider cooperation in and consolidation of services if cost savings or quality improvements can be achieved, and the Michigan Department of Treasury has incentivized studies of such cooperation and consolidation through a program titled Competitive Grant Assistance Program (“**CGAP**”).

N. The Boards of Ann Arbor Township and Superior Township each adopted a resolution on December 16, 2013, authorizing the filing of an application for a CGAP grant

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(“**CGAP Application**”) to study possibilities for additional strategic cooperation or consolidation of their Fire Departments.

O. The goal of the CGAP study is to identify opportunities for the highest quality emergency services with reduced overall costs.

P. Representatives of both Townships have developed a set of Operating Guidelines attached as Exhibit A, which may be amended from time to time, (“**Operating Guidelines**”) for conducting the CGAP study and pilot program under a single Fire Chief command structure (“**Pilot Program**”).

Q. Both Township Boards have authorized initiating the Pilot Program on March 1, 2014 for operation of the Townships’ Fire Departments under a single Fire Chief, namely Brian Thurston (“**Chief Thurston**”), presently Fire Chief of Ann Arbor Township.

H. The Townships each believe it will be in their best interest and for their mutual benefit to cooperate in an arrangement to share the services of a Fire Chief as set forth in the Operating Guidelines, as they may be amended from time to time, and this Agreement.

I. Ann Arbor Township believes that Chief Thurston’s development as a fire chief will benefit from his providing fire chief services to Superior Township on a part time basis.

**IT IS AGREED** as follows:

**Term.** This Agreement commences on the Effective Date set forth above and shall continue until either Township terminates this Agreement with not less than 30 days prior written notice to the other party (such term being the “**Shared Employment Period**”).

**Purpose.** The purpose of this Agreement is to implement the Pilot Program under the Operating Guidelines for joint command of the Townships’ Fire Departments by one Fire Chief.

**Shared Employee Arrangement.** The Townships hereby agree that Chief Thurston will remain an employee of Ann Arbor Township during the Shared Employment Period, during which period Ann Arbor Township shall retain authority over Chief Thurston, except that Superior Township shall be considered the co-employer of Chief Thurston with Ann Arbor Township for the purposes of worker’s compensation, including the exclusive remedy provision of the Worker’s Disability Compensation Act. Superior Township shall have sufficient control over Chief Thurston during the Shared Employment Period as necessary to conduct operation of the Superior Township Fire Department, including control over Chief Thurston’s job duties as Superior Township Fire Chief as outlined in the Operating Guidelines and Superior Township’s Job Description for Fire Chief, as they may be amended from time to time.

**Thurston’s Compensation and Benefits.** During the Shared Employment Period, Ann Arbor Township shall compensate, pay payroll taxes and handle tax withholding for, provide benefits to, and otherwise determine the terms and conditions of employment for Chief Thurston pursuant to the Employment Agreement between Ann Arbor Township and Chief Thurston, as it may be amended, including an amendment to increase Chief Thurston’s annual salary by \$6,000 during the Shared Employment Period. In addition, Ann Arbor Township will maintain worker’s compensation coverage for Chief Thurston, and worker’s compensation for Chief Thurston shall be governed solely by the terms of Ann Arbor Township’s worker’s compensation insurance coverage regardless of where the relevant injury occurs.

**Reimbursement.** Superior Township shall reimburse Ann Arbor Township 50% of all of Chief Thurston’s compensation and benefit costs during the Shared Employment Period on a quarterly basis, promptly after receipt of an invoice and supporting calculations from Ann Arbor Township for such costs.

**Indemnification.**

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6.1 Superior Township shall be solely responsible for Chief Thurston's conduct during the periods when Chief Thurston is at Superior Township or acting in the capacity of Fire Chief of Superior Township. Superior Township shall indemnify, defend and hold harmless Ann Arbor Township from and against any and all claims related directly or indirectly to Chief Thurston's activities in his capacity as Fire Chief of Superior Township or while at Superior Township, including, without limitation, all claims by Chief Thurston, except for (a) worker's compensation claims and (b) claims finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of Ann Arbor Township.

6.2 Ann Arbor Township shall be solely responsible for Chief Thurston's conduct during the periods when Chief Thurston is at Ann Arbor Township or acting in the capacity of Fire Chief of Ann Arbor Township. Ann Arbor Township shall indemnify, defend and hold harmless Superior Township from and against any and all claims related directly or indirectly to Chief Thurston's activities in his capacity as Fire Chief of Ann Arbor Township or while at Ann Arbor Township, including, without limitation, all claims by Chief Thurston, except for claims finally determined by a court of competent jurisdiction to have resulted from the gross negligence or willful misconduct of Superior Township.

**Consequences of Termination of Agreement.** Notwithstanding the termination of this Agreement, the co-employment for worker's compensation during the Shared Employment Period as described in Section 3, and the indemnification provisions of Section 6 shall survive such termination.

**Assignment.** This Agreement may not be assigned by a party without the written consent of the other party.

**Governing Law.** This Agreement is governed by the laws of the State of Michigan without reference to choice of law principles.

**No Third Party Beneficiaries.** The parties have not entered into this Agreement for the benefit of any other individual or legal entity, nor do they intend that any third party be benefited by this Agreement. Notwithstanding the incidental benefit to Chief Thurston as described in the Recitals, Chief Thurston is not a third party beneficiary under this Agreement. This Agreement does not alter Chief Thurston at-will employment with Ann Arbor Township and the Employment Agreement between Chief Thurston and Ann Arbor Township, nor does it create any employment rights of Chief Thurston with Superior Township.

**Entire Agreement.** This Agreement is the entire agreement of the parties regarding the shared employment of Chief Thurston and supersedes any prior agreements, understandings or representations. This Agreement may be terminated by thirty (30) days' prior written notice by one party to the other at the addresses set forth above, and otherwise may be amended only in a writing signed by the authorized representatives of both parties.

*[signatures on following page]*



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**AGREED TO** and effective on the date first set forth above.

**SUPERIOR CHARTER TOWNSHIP**

**ANN ARBOR CHARTER TOWNSHIP**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2014

Date: \_\_\_\_\_, 2014

**EXHIBIT A**

Operating Guidelines

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

Nays: None

Absent: None

The motion carried

**B. RESOLUTION 2014-03, APPROVING PILOT PROGRAM FOR ANN ARBOR AND SUPERIOR TOWNSHIP JOINT FIRE DEPARTMENT STUDY**

Supervisor Schwartz explained that the following resolution is necessary in order to implement the pilot program for the joint operation of the Superior and Ann Arbor Township fire departments. The resolution outlines the procedure for joint operation of the two fire departments if they do or do not receive the CGAP grant.

The following resolution was moved Caviston, seconded by Lewis:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION APPROVING IMPLEMENTATION OF A PILOT PROGRAM FOR JOINT OPERATION OF THE SUPERIOR TOWNSHIP AND ANN ARBOR TOWNSHIP FIRE DEPARTMENTS**

**Resolution Number: 2014-03**

**Date: February 18, 2014**

Resolution adopted at a regular meeting of the Board of Trustees of the Charter Township of Superior, Washtenaw County, Michigan held at the Township Hall, 3040 North Prospect, Ypsilanti, Michigan on February 18, 2014.

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PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

Motion by: \_\_\_\_\_; supported by: \_\_\_\_\_.

**RECITALS**

- R. The Ann Arbor Township Fire Department and Superior Township Fire Department have had long standing mutual emergency aid agreements and, where appropriate, joint personnel training programs; and
- S. Superior Township is currently operating with an Interim Fire Chief, following the recent retirement of its Fire Chief; and
- T. The State of Michigan has encouraged governmental units to consider cooperation in and consolidation of services if cost savings or quality improvements can be achieved, and the Michigan Department of Treasury has incentivized studies of such cooperation and consolidation through a program titled Competitive Grant Assistance Program (“CGAP”); and
- U. The Boards of Ann Arbor Township and Superior Township each adopted a resolution on December 16, 2013, authorizing the filing of an application for a CGAP grant (“CGAP Application”) to study possibilities for additional strategic cooperation or consolidation of their Fire Departments. The CGAP Application was filed on or about January 17, 2014 and a copy is attached as Exhibit A; and
- V. The goal of the CGAP study is to identify opportunities for the highest quality emergency services with reduced overall costs; and
- W. The CGAP Application anticipated that on March 1, 2014 both Fire Departments will be commanded by a single Fire Chief as a pilot program; and
- X. Representatives of both Townships have developed a set of Operating Guidelines attached as Exhibit B (“Operating Guidelines”) for conducting the CGAP study and pilot program under a single Fire Chief command structure (“Pilot Program”); and
- Y. It now appears that a decision on the CGAP Application may not be received before March 1, 2014, the anticipated start date of the Pilot Program; and
- Z. The Superior Township Board believes it is in the best interest of the Township to proceed on March 1, 2014 with the Pilot Program using the Ann Arbor Township Fire Chief, Brian Thurston, to command both the Ann Arbor Township and Superior Township Fire Departments, even if notice of the CGAP grant award has not been received.

**RESOLUTION**

NOW THEREFORE the Township Board resolves:

1. RESOLVED, the Supervisor of Superior Township is authorized to initiate the Pilot Program outlined in the CGAP Application and Operating Guidelines with Ann Arbor Township on March 1, 2014, for operation of the Fire Departments of both Ann Arbor Township and Superior Township under a single Fire Chief, being Fire Chief Brian Thurston, presently the Ann Arbor Township Fire Chief, under the terms of the CGAP Application and the Operating Guidelines, until forty-five (45) days after the receipt of notice that award of a CGAP Application grant is approved by the State of Michigan, or receipt of notice that no award will be made (“CGAP Notice”).

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2. FURTHER RESOLVED, upon receipt of the CGAP Notice, the Township Supervisor shall place this matter on the agenda for the Board's next meeting for consideration of further action. If the CGAP Notice is not received by October 1, 2014, the Township Supervisor shall place this matter on the next Board agenda for consideration of further action.
3. FURTHER RESOLVED, the Superior Township Supervisor is authorized to execute any document necessary or advisable to implement the shared services of the Township Fire Chief and operation of the Pilot Program, including, without limitation a Shared Employee Agreement and a Memorandum of Understanding with Ann Arbor Township, both of which have been approved by the Superior Township Board of Trustees.
4. FURTHER RESOLVED, the Superior Township Supervisor, in conjunction with the Ann Arbor Township Supervisor, is authorized to amend the Operating Guidelines as needed to carry out the Pilot Program so long as, during the Pilot Program, no action will be taken that (a) cannot be reversed on thirty (30) days' notice in the event that the Pilot Program ends without a decision by both Township Boards to pursue consolidation or some other cooperative agreement, and (b) does not comply with the Union contractual agreements of both Townships. Actions by the Superior Township Supervisor related to amending the Operational Guidelines are subject to reversal by a majority vote of the Board of Trustees.
5. FURTHER RESOLVED, the Superior Township Supervisor shall notify the Township Board if and when a notice of intent to award or to not award a CGAP grant is received, within five days of receipt of the notice.
6. FURTHER RESOLVED, in the event that the Ann Arbor Township Board of Trustees does not adopt a resolution prior to March 1, 2014 substantially similar to this Resolution, this Resolution shall be null and void.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED**

\_\_\_\_\_  
Ken Schwartz, Supervisor  
Superior Charter Township

I certify that the foregoing is a true and complete copy of a resolution adopted by the Superior Charter Township Board, County of Washtenaw, State of Michigan, at a regular meeting held on February 18, 2014, that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

\_\_\_\_\_  
David Phillips, Clerk  
Superior Charter Township

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Dated: \_\_\_\_\_

**EXHIBIT A**

CGAP Application

**EXHIBIT B**

Operating Guidelines

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

Nays: None

Absent: None

The motion carried

**C. RESOLUTION 2014-02, FEE SCHEDULE FOR BUILDING DEPARTMENT**

Rick Mayernik, Building Official, presented a memo dated February 11, 2014 to the Board and was present and addressed the Board. He explained that the total permit fees required to construct an average home in Superior Township were considerably lower (about \$1,300) than surrounding communities (about \$2,200). The Building Department has also had to spend from reserves for the past several years. Resolution 2014-02 includes his recommended permit fee increases (to about \$2,000) that are slightly less than the average cost of neighboring communities (about \$2,200) and help to generate the revenue required to operate the Building Department.

The following resolution was moved by McKinney, seconded by Phillips:

**CHARTER TOWNSHIP OF SUPERIOR  
WASHTENAW COUNTY, MICHIGAN**

**RESOLUTION ESTABLISHING FEE SCHEDULE FOR  
BUILDING, ELECTRICAL, PLUMBING AND MECHANICAL  
PERMITS, AND OTHER SERVICES PERFORMED**

**Resolution Number: 2014-02**

**Date: February 18, 2014**

**WHEREAS**, Section 22 of Act 230 of the Public Acts of 1972, as amended, being the Stille-Derossett-Hale Single State Construction Code Act provides that the governmental subdivision enforcing the State Construction Code shall establish fees for acts and services performed by the governmental subdivision, and

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**WHEREAS**, Superior Charter Township is the enforcing agency for the State Construction Code pursuant to Ordinance #123 as adopted by the Superior Charter Township Board on January 4, 1994.

**NOW THEREFORE, BE IT RESOLVED** that the following Construction Code fee schedule is established:

1.0 MISCELLANEOUS

- 1.1 A fee of \$50.00 will be charged for all work started without a permit.
- 1.2 Any work found to be in violation of Township codes or work not ready or available for inspection at the time the inspection is requested will require payment of a \$50.00 re-inspection fee. Reinspection fees may be waived at the discretion of the Building Official.
- 1.3 Anyone seeking inspection service other than the normal working hours of the Building department shall pay overtime fees, prior to inspection, as prescribed:

Each hour or part thereof	\$ 80.00
Sunday or holiday per hour or part thereof	\$ 105.00

1.4 Certificate of Occupancy

All New Construction	\$ 0.00
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Temporary Certificate of Occupancy (all uses other than dwelling units)  
\$5000.00 refundable cash bond plus an \$80.00 non-refundable administrative/re-inspection fee.

Temporary Certificate of Occupancy (Dwelling Unit) \$500.00 refundable cash bond plus an \$80.00 non-refundable administrative/re-inspection fee.

Cash bonds held for expired Temporary Certificates of Occupancy shall be forfeited.

Cash bonds may be waived at the discretion of the Building Official.

1.5 Special inspections for the purpose of determining conformance with codes:

Special inspection and any required report writing - half hour or part thereof.	\$50.00 per
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2.0 PERMIT CANCELLATION AND REFUNDS

- 2.1 Upon written request and prior to commencement of any work, permits may be canceled by the holder. Any plan review fees shall be forfeited and the balance of the fees shall be refunded except that not less than \$50.00 shall be retained by the Township to reimburse administrative expenses. All fees shall be forfeited unless a request for refund is received within 180 days of permit issuance.
- 2.2 In those cases where work has commenced and a written request for cancellation is received, the Building Official shall estimate the percentage of the work completed and retain a like percentage of permit fees. At minimum, the retained fees shall amount to no less than \$50.00 per inspection performed plus a \$50.00

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administrative fee plus any plan review fees. All fees shall be forfeited unless a requested refund is received within 180 days of the last inspection.

2.3 Every permit issued shall become subject to cancellation unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work is suspended, abandoned, or not diligently pursued for a period of 180 days after the time the work is commenced. All fees shall be forfeited for permits cancelled in accordance with this Section.

**3.0 BUILDING PERMIT FEES**

3.1 A building permit fee shall be paid for all alterations, new buildings and accessory structures based on the following:

3.1.1 Minimum permit fee \$100.00

3.1.2 Building Permit Fee - Improvement valuation multiplied by .0065  
(Total rounded to the nearest dollar amount)

3.2 Improvement valuation for new buildings shall be determined by applying the square foot building valuation data from the most recently published "Building Safety Journal" published by the International Code Council.

3.3 Improvement valuations for additions, alterations or repairs to existing buildings shall be determined by the Building Official. The International Code Council building valuation data and a copy of a signed construction contract may be used as a guide by the Building Official in making a valuation determination.

3.4 A flat \$100.00 minimum building permit fee shall apply to the following items:

Above Ground Pools

Residential Wood Deck

3.5 A flat \$150.00 Building Permit fee shall be applied to the following items:

Mobile Home Set-Up (in a mobile home park)

Permanent Signs (including change of sign face)

Residential Demolition

3.6 The Building Official shall adjust the permit fee such that the fee collected shall not be less than the required number of inspections multiplied by \$50.00.

**4.0 PLAN REVIEW FEES**

4.1 New/Residential plan review \$ 50.00

4.2 Commercial Plan Review \$50.00 per half hour or part of;  
\$100.00 minimum

Plus any professional contractual plan review service deemed necessary by the Building Official charged at actual cost plus any shipping costs.

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4.3 Addenda to original commercial or residential building plans shall be reviewed at a rate of \$50.00 per half hour or part thereof.

4.4 The Building Official may waive plan review fees for work determined to be minor in nature.

**5.0 PLUMBING PERMITS**

5.1 The following unit prices shall be multiplied by the number of items being installed.

5.1.1	Application Fee	\$30.00
	Inspections (one-half hour maximum from arrival on site)	\$50.00 each
	Fixtures, floor drains, special drains Water connected appliances	\$ 6.00 each
	Stacks (Soil, waste, vent and conductor)	\$ 3.00 each
	Sewage Ejectors, Sumps	\$ 6.00 each
	Subsoil Drains	\$ 5.00 each
	Water Service Less than 2"	\$20.00 each
	Water Service 2" or greater	\$40.00 each
	Sewers (Sanitary, storm or combined) Less than 6" 6" or greater	\$20.00 each \$40.00 each
	Manholes Catch Basins	\$ 5.00 each
	Water distribution piping 1" or less Over 1"	\$10.00 each \$25.00 each
	Back-flow preventer	\$ 5.00 each
	Medical Gas Systems	\$50.00

5.2 Plumbing plan review fees shall be calculated at \$50.00 per half hour or part thereof. Any professional contractual plan review service deemed necessary by the Building Official shall be charged at cost plus shipping.

**6.0 MECHANICAL PERMITS**

6.1 The following unit prices shall be multiplied by the number of items being installed.

6.1.1	Application Fee	\$30.00
-------	-----------------	---------

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Inspections (one half hour maximum from arrival on site)	\$50.00 each
Residential heating system without air conditioning (includes duct, vent and gas pipe)	\$50.00 each
Residential heating system with air conditioning (Includes duct, vent and gas piping)	\$80.00 each
Gas/Oil burning equipment – New and/or conversion units	\$30.00 each
Residential Boiler	\$30.00 each
Water Heater	\$ 6.00 each
Solid fuel equipment and chimney	\$30.00 each
Gas burning fireplace and vent	\$30.00 each
Chimney, factory built – Installed separately	\$25.00 each
Solar; set of 3 panels (includes piping)	\$20.00 each
Residential Gas Piping; each opening	\$ 6.00 each
Air conditioning; installed separately (Includes split system)	\$30.00 each
Fans – Bath and Kitchen Exhaust	\$ 5.00 each
Heat Pumps; complete residential	\$50.00 each
Tanks (Aboveground and underground)	\$25.00 each
Piping/Process Piping (min. \$25.00)	\$ 0.05/ft.
Duct (min. \$25.00)	\$ 0.10/ft
Heat Pumps; Commercial (Pipe not included)	\$50.00 each
Air handlers Under 10,000 CFM	\$20.00 each
Over 10,000 CFM	\$60.00 each
Commercial Hoods	\$15.00 each
Heat recovery units	\$10.00 each
V.A.V. Boxes	\$10.00 each
Unit Ventilators	\$10.00 each
Unit Heaters (Terminal units)	\$15.00 each



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Fire Suppression/Protection (Minimum \$45.00)	\$ .75 per head
Evaporator Coils	\$30.00 each
Refrigeration (split system)	\$30.00 each
Chiller	\$30.00 each
Cooling Towers	\$30.00 each
Compressor	\$30.00 each

6.2 Mechanical plan review fees shall be calculated at \$50.00 per half hour or part thereof. Any professional contractual plan review service deemed necessary by the Building Official shall be charged at cost plus shipping.

7.0 ELECTRICAL PERMITS

7.1 The following unit prices shall be multiplied by the number of items being installed.

7.1.1 Application Fee	\$ 30.00
Inspections (One Half Hour Maximum From Arrival on Site)	\$50.00 each
Service: Through 200 amps	\$10.00 each
Over 200 amps	\$25.00 each
Circuits	\$ 5.00 each
Lighting Fixtures – per 25	\$ 6.00 each
Dishwasher	\$ 5.00 each
Furnace – Unit heater	\$ 5.00 each
Electrical Heating Units (baseboard)	\$ 4.00 each
Power Outlets (ranges, dryers, etc.)	\$ 7.00 each
Signs/Neon	\$25.00 each
Feeders-Bus Ducts, etc. – per 50 ft.	\$ 6.00 each
Air Conditioning	\$20.00 each
Mobile Home Park Site	\$ 6.00 each
Units up to 20 K.V.A. or H.P.	\$ 6.00 each
Units 21 K.V.A. or H.P. and over	\$12.00 each
Fire Alarms – up to 10 devices	\$50.00
Fire Alarms – over 10 devices	\$ 5.00 each

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Energy Retrofit – Temp. Control	\$45.00 each
Conduit only; or grounding only	\$45.00 each

7.2 Electrical plan review fees shall be calculated at \$50.00 per half hour or part thereof. Any professional contractual plan review service deemed necessary by the Building Official shall be charged at cost plus shipping.

**BE IT FURTHER RESOLVED** that all previous resolutions regarding fees or valuation data for Building, Electrical, Plumbing, Mechanical and other services are hereby revoked.

**PUBLICATION AND EFFECTIVE DATES**

This resolution and fee schedule shall become effective immediately upon publication in the Ypsilanti Courier, newspaper of general circulation within the Township. .

**CERTIFICATION**

I, David Phillips, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Superior Charter Township Board held on \_\_\_\_\_ and that public notices of said meeting were given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.

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

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

Nays: None

Absent: None

The motion carried. The resolution was adopted.

**D. RESOLUTION 2014-04, ENROLL IN THE MICHIGAN FIRE INSURANCE WITHHOLDING PROGRAM**

Supervisor Schwartz explained that this past year a home on Nottingham was destroyed by fire and the insurance company mistakenly sent a check for \$8,000 to the City of Ypsilanti to be held in escrow to secure the repair, replacement or removal of the damaged property. Superior Township is not eligible to receive such checks because we are not enrolled in the Michigan Fire Insurance Withholding Program. Supervisor Schwartz drafted the required resolution and completed the forms. If the Board approves the resolution and application to the program, he will complete the process and the Township will be eligible to receive such escrow funds.

The following resolution was moved by Caviston, seconded by Williams:

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WASHTENAW COUNTY, MICHIGAN**

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**RESOLUTION TO ENROLL IN THE MICHIGAN DEPARTMENT OF INSURANCE  
AND FINANCIAL SERVICES' FIRE INSURANCE WITHHOLDING PROGRAM**

**Resolution Number: 2014-04**

**Date: February 18, 2014**

**WHEREAS**, the provisions of Act 495 of the Public Acts of 1980; as amended by Act 216 of the Public Acts of 1998, and the provisions of Act 217 of the Public Acts of 1998, provide that a portion of certain casualty losses for fire or explosion otherwise payable by insurers may be withheld in escrow by participating municipalities in order to secure repair, replacement or removal of damaged structures which violate Superior Charter Township health or safety standards; and,

**WHEREAS**, Superior Charter Township has determined that participation in said program would protect and promote the public health, safety and welfare and wishes to be included in the list of participating municipalities published by the Commission of Insurance; and,

**WHEREAS**, Superior Charter Township desires to implement all procedures necessary to administer said program by designating the Superior Charter Township official responsible for administration of the program and establish an escrow account for said purpose

**NOW THEREFORE, BE IT RESOLVED** as follows:

1. That Superior Charter Township does hereby become a participating municipality in the program providing for the escrow of fire insurance as established by Act 495 of the Public Acts of 1980; as amended by Act 216 of the Public Acts of 1998 or as established by Act 217 of the public Acts of 1998, and does declare its intention to uniformly apply the provisions of Section 2845 to all property within Superior Charter Township.
2. That the Superior Charter Township official responsible for the administration of Section 2845 of said Acts and any rules promulgated by the Commission of Financial and Insurance Services is hereby designated as Ken Schwartz, Township Supervisor.
3. That the Superior Charter Township official shall establish an escrow account with the \_\_\_\_\_ Bank for the purpose of receiving and holding deposits of money received from insurers pursuant to Section 2845 of said Acts, which account shall be separately maintained from all other accounts and may be an interest bearing account.

**PUBLICATION AND EFFECTIVE DATES**

This resolution and fee schedule shall become effective immediately upon publication in the Ypsilanti Courier, a newspaper of general circulation within the Township.

**CERTIFICATION**

I, David Phillips, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Superior Charter Township Board held on \_\_\_\_\_ and that public notices of said meeting were given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.

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David Phillips, Superior Township Clerk

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

Nays: None

Absent: None

The motion carried.

**E. RESOLUTION 2014-05, UTILITY DEPARTMENT CRICKET METER PURCHASE**

Keith Lockie, Utility Department Director, presented a Request for Legislation to the Board and was present to address the Board. He explained that the Y.C.U.A. recently began to meter sewage flow received at the treatment plant. The amount of flow received would be used to determine the water billing for each contract community. He is recommending that the Utility Department purchase a Cricket meter and install it at the same location as Y.C.U.A. master meter for Superior Township. The Cricket meter would be used to double check the accuracy of the Y.C.U.A. meter and the calculation of Superior Township's wholesale water bill from Y.C.U.A.

The following resolution was moved by McKinney, seconded by Phillips:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION FOR APPROVAL FOR THE SUPERIOR TOWNSHIP UTILITY  
DEPARTMENT TO PURCHASE A CRICKET SEWER METER FROM UIS SCADA  
INC.**

**RESOLUTION NUMBER: 2014-05**

**DATE: February 18, 2014**

**WHEREAS**, the Superior Township Utility Department (STUD) is a Michigan Charter Township, and

**WHEREAS**, the Superior Township Utility Department has the power, privilege and authority to maintain and operate a utility department providing water and sewer services for the water and sewer district of the Township, and

**WHEREAS**, beginning in 2014, the Superior Township Utility Department will be billed by YCUA for sewage treatment based upon YCUA's meter readings from YCUA meters installed at various STUD waste water sewer pipes in the Township, and

**WHEREAS**, STUD would like to have a STUD owned meter installed at the Wiard Road Interceptor so that STUD can check YCUA's meter readings that will be used for billing for accuracy, and

**WHEREAS**, STUD uses a single source supplier for all of STUD's SCADA equipment and they have provided a bid of \$4,546.00 for the purchase of a Cricket Sewer Monitor that will meet STUD's needs, and

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

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authorizes the Superior Township Utility Department to purchase one Cricket Sewer at a cost not to exceed \$4,570.00 from UIS SCADA, as indicated on their quote dated February 4, 2014. And, the funds for this purchase will be from the Utility Department's Capital Reserve Checking Account #125

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

Nays: None

Absent: None

The motion carried.

**F. RESOLUTION 2014-06, UTILITY DEPARTMENT, SCADA EQUIPMENT PURCHASE**

Keith Lockie, Utility Department Director, presented a Request for Legislation to the Board and was present to address the Board. He explained that the computer used to operate and store data for the Utility Department's Supervisory Control and Data Acquisition (SCADA) is about seven years old and operates on Windows XP, which is obsolete and will soon be unsupported. He is requesting that the Board approve his request to purchase a cloud based system and a one year subscription to a portal service.

The following resolution was moved by Lewis, seconded by Phillips:

**SUPERIOR CHARTER TOWNSHIP  
WASHTENAW COUNTY, MICHIGAN**

**A RESOLUTION FOR APPROVAL FOR THE SUPERIOR TOWNSHIP UTILITY  
DEPARTMENT TO PURCHASE SCADA REPLACEMENT EQUIPMENT FROM UIS  
SCADA INC.**

**RESOLUTION NUMBER: 2014-06**

**DATE: February 18, 2014**

**WHEREAS**, the Superior Township Utility Department (STUD) is a Michigan Charter Township, and

**WHEREAS**, the Superior Township Utility Department has the power, privilege and authority to maintain and operate a utility department providing water and sewer services for the water and sewer district of the Township, and

**WHEREAS**, the Superior Township Utility Department operates a Supervisory Control and Data Acquisition (SCADA) system, which is an essential system to the operation of STUD's water and sewer system, and

**WHEREAS**, some components of STUD's (SCADA) system are over seven years old and are in need of upgrading and replacement, and

**WHEREAS**, STUD uses UIS SCADA as a single source supplier for all of their SCADA equipment and UIS SCADA has provided a bid of \$6,312.00 for the purchase of a "cloud based" system to replace STUD's SCADA main computer and a one year CRUISE Portal fee of

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\$1,470.00, which is an annual fee, and

**NOW, THEREFORE BE IT RESOLVED**, that the Superior Township Board of Trustees authorizes the Superior Township Utility Department to purchase a “cloud based” system for \$6,312.00 and one year of CRUISE Portal service for \$1,470.00 from UIS SCADA, as indicated on their quote dated February 4, 2014. And, the funds for this purchase will be from the Utility Department’s Capital Reserve Checking Account #125.

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

Nays: None

Absent: None

The motion carried

**G. RESOLUTION 2014-07, LAW ENFORCEMENT MILLAGE RENEWAL**

Supervisor Schwartz explained that the proposed ballot proposal is to renew the Law Enforcement Millage, which does not expire until 2015. However, there are no elections currently scheduled for 2015. In order to eliminate the possibility of the Township having to pay for a special election, he recommends that the millage proposal be placed on the ballot of the August 4, 2014 primary election.

The following resolution was moved by McKinney, seconded by Caviston:

**CHARTER TOWNSHIP OF SUPERIOR  
WASHTENAW COUNTY, MICHIGAN  
FEBRUARY 18, 2014  
RESOLUTION 2014-07**

**A RESOLUTION TO ADOPT BALLOT LANGUAGE  
TO RENEW THE MILLAGE FOR LAW ENFORCEMENT**

**WHEREAS**, the Superior Charter Township Board wishes to provide additional revenue for law enforcement; and

**WHEREAS**, townships may provide law enforcement as authorized by Section 42.12 of the Act 359 of 1947 as amended (the Charter Township Act); and

**WHEREAS**, townships may impose and levy ad valorem property taxes to finance lawful public services, as authorized by the Michigan Constitution of 1963 and other laws; and

**WHEREAS**, the voters of Superior Charter Township previously approved a levy of 2.25 mills for law enforcement and said millage expires on December 31, 2014; and

**WHEREAS**, the Superior Charter Township Board wishes to renew the levy of 2.25 mills for law enforcement;

**NOW, THEREFORE, BE IT RESOLVED**, that the Township Board of Superior Charter Township, Washtenaw County, approves the following millage ballot question language and directs the Clerk to submit it to be placed on the August 5, 2014, election ballot:

**SUPERIOR TOWNSHIP RENEWAL OF LAW ENFORCEMENT MILLAGE**

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Shall the previously voted increase in the tax limitation imposed under Article IX, Sec. 6 of the Michigan Constitution in the Charter Township of Superior of 2.25 mills (\$2.25 per \$1,000 of taxable value), which expires on December 31, 2014, be renewed at 2.25 mills (\$2.25 per \$1,000 of taxable value) and levied for 3 years, 2015 through 2018 inclusive, for the purpose of for law enforcement, which increase will raise an estimated \$1,231,800 in the first year the millage is levied? A portion of the millage levied on Hyundai's new construction only will be disbursed to the Local Development Finance Authority of the Charter Township of Superior.

Yes

No

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Superior, County of Washtenaw, State of Michigan, certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Superior at a special meeting held on the 18<sup>th</sup> day of February 2014, the original of which resolution is on file in my office, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act

IN WITNESS WHEREOF, I have set my official signature, this 18<sup>th</sup> day of February 2014.



\_\_\_\_\_  
DAVID M. PHILLIPS, CLERK,  
CHARTER TOWNSHIP OF SUPERIOR

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

Nays: None

Absent: None

The motion carried. The resolution was adopted.

**H. RESOLUTION 2014-08, FIRE DEPARTMENT MILLAGE RENEWAL**

Supervisor Schwartz explained that the proposed ballot proposal is to renew the Fire Department Millage, which does not expire until 2015. However, there are no elections currently scheduled for 2015. In order to eliminate the possibility of the Township having to pay for a special election, he recommends that the millage proposal be placed on the ballot of the August 4, 2014 primary election. Supervisor Schwartz feels the Fire Department be adequately funded by renewing the 3.0 mills. The 2014 budget includes about \$130,000 in transfers to reserve funds.

The following resolution was moved by McKinney, seconded by Caviston:

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WASHTENAW COUNTY, MICHIGAN  
FEBRUARY 18, 2014  
RESOLUTION 2014- 08**

**RESOLUTION TO ADOPT MILLAGE BALLOT LANGUAGE  
TO RENEW THE MILLAGE FOR FIRE PROTECTION**

**WHEREAS**, the Superior Charter Township Board wishes to provide additional revenue for fire protection and prevention; and

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**WHEREAS**, townships may provide fire protection and prevention as authorized by Section 42.13 of the Act 359 of 1947 as amended (the Charter Township Act); and

**WHEREAS**, townships may impose and levy ad valorem property taxes to finance lawful public services, as authorized by the Michigan Constitution of 1963 and other laws; and

**WHEREAS**, the voters of Superior Charter Township previously approved a levy of 3.0 mills for fire protection and prevention and said millage expires on December 31, 2014; and

**WHEREAS**, the Superior Charter Township Board wishes to renew the levy of 3.0 mills for fire protection and prevention;

**NOW, THEREFORE, BE IT RESOLVED** that the Township Board of Superior Charter Township, Washtenaw County, approves the following millage ballot question language and directs the Clerk to submit it to be placed on the August 5, 2014, election ballot:

**SUPERIOR TOWNSHIP RENEWAL OF FIRE MILLAGE**

Shall the previously voted increase in the tax limitation imposed under Article IX, Sec. 6 of the Michigan Constitution in the Charter Township of Superior of 3.0 mills (\$3.00 per \$1,000 of taxable value), which expires on December 31, 2014, be renewed at 3.0 mills (\$3.00 per \$1,000 of taxable value) and levied for 3 years, 2015 through 2018 inclusive, for the purpose of providing additional revenue for fire protection and prevention, which increase will raise an estimated \$1,642,401 in the first year the millage is levied? A portion of the millage levied on Hyundai's new construction only will be disbursed to the Local Development Finance Authority of the Charter Township of Superior.

Yes

No

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Superior, County of Washtenaw, State of Michigan, certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Superior at a special meeting held on the 18<sup>th</sup> day of February 2014, the original of which resolution is on file in my office, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act

IN WITNESS WHEREOF, I have set my official signature, this 18<sup>th</sup> day of February 2014.



\_\_\_\_\_  
DAVID M. PHILLIPS, CLERK,  
CHARTER TOWNSHIP OF SUPERIOR

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

Nays: None

Absent: None

The motion carried. The resolution was adopted.



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**I. RESOLUTION 2014-09, LEGAL DEFENSE, ZONING MILLAGE RENEWAL**

Supervisor Schwartz explained that the Legal Defense Fund currently has a balance of about \$135,000. He indicated that at the present time, the Rock Riverine issue is the only potential cost for this fund and it appears as if the issue may be headed for a resolution that will not result in significant costs to the Township. He indicated that with the partial levy in 2014 and the full 0.25 mill levy in 2015, the fund would increase to about \$350,000. He recommends that the Board consider an alternate millage for roads instead of renewing the legal defense millage. He recommends that the Board postpone action on placing the renewal of the legal defense millage on the August 5, 2014 ballot.

It was moved by McKinney, seconded by Caviston, for the Board to postpone action on the following ballot proposal until the March 17, 2014 meeting:

**CHARTER TOWNSHIP OF SUPERIOR  
WASHTENAW COUNTY, MICHIGAN  
FEBRUARY 18, 2014  
RESOLUTION 2014-09**

**A RESOLUTION TO ADOPT BALLOT LANGUAGE TO  
RENEW THE MILLAGE FOR MASTER PLAN AND  
ZONING ORDINANCE DEFENSE AND WHICH MAY  
INCLUDE THE PURCHASE OF DEVELOPMENT RIGHTS  
AND CONSERVATION EASEMENTS**

**WHEREAS**, the Superior Charter Township Board wishes to provide additional revenue for defense and promotion of its Master Plan, Zoning Ordinance and which may include the purchase of Development Rights and Conservation Easements; and

**WHEREAS**, townships may impose and levy ad valorem property taxes to finance lawful public services, as authorized by the Michigan Constitution of 1963 and other laws; and

**WHEREAS**, the Superior Charter Township Board wishes to levy 0.25 mills for protecting and promoting the Township's Master Plan and the Zoning Ordinance, which may include the purchase of Development Rights and Conservation Easements; and

**WHEREAS**, the voters of Superior Charter Township previously approved a levy of 0.25 mills for the purpose defending and promoting the Township's Master Plan and Zoning Ordinance, which may include the purchase of Development Rights and Conservation Easements, and said millage expires on December 31, 2014; and **NOW, THEREFORE, BE IT RESOLVED** that the Township Board of Superior Charter Township, Washtenaw County, approves the following millage ballot question language and directs the Clerk to submit it to be placed on the August 5, 2014, election ballot:

**SUPERIOR CHARTER TOWNSHIP  
RENEWAL OF MASTER PLAN AND ZONING DEFENSE MILLAGE**

Shall the previously voted increase in the tax limitation imposed under Article IX, Sec. 6 of the Michigan Constitution in the Charter Township of Superior of 0.25 mills (\$0.25 per \$1,000 of taxable value), which expires on December 31, 2014, be renewed at 0.25 mills for a period of three years, 2015 through 2017, inclusive, for the purpose of defending and promoting the Township's Master Plan and Zoning Ordinance, which may include the purchase of development rights and conservation easements, which increase will raise an estimated \$136,866, in the first year the millage is levied? A portion of the millage levied on Hyundai's new construction only will be disbursed to the Local Development Finance Authority of the Charter Township of Superior.

Should this proposal be approved?

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[ ] Yes

[ ] No

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Superior, County of Washtenaw, State of Michigan, certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Trustees of the Charter Township of Superior at a meeting held on-----, 2014, the original of which resolution is on file in my office, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act

IN WITNESS WHEREOF, I have set my official signature, this -----  
----- 2014.

The motion carried by unanimous voice vote. Action on the resolution was postponed until the March 17, 2014 Board meeting.

**J. AMENDMENT TO PROSPECT POINTE PHASES I AND II DEVELOPMENT AGREEMENT**

Supervisor Schwartz explained that the Township has been involved in discussions with the Pulte Land Development Company about obligations addressed in the development agreements of the Prospect Pointe subdivisions. The items of discussion include the completion, operation, maintenance and transfer of ownership to the Township of the sanitary sewer pump station, replacing the pump station with a future gravity sewer line and the granting of easements for utilities to neighboring property owners. These items were addressed in an amendment to the development agreements for phases I and II of Prospect Pointe. The amended development agreement has been approved by the Township attorney and has been signed by Pulte.

**Copy of the Amendment is attached as Attachment A.**

It was moved by Caviston, seconded by Green, for the Board to approve the First Amendment to Superior Charter Township Development Agreement Prospect Pointe Phase I and II – a Residential Subdivision and to approve Supervisor Schwartz to sign the agreement.

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

Nays: None

Absent: None

The motion carried.

**K. DIXBORO DESIGN REVIEW BOARD APPOINTMENT**

Supervisor Schwartz explained in a memo to the Board that Jack Goodnoe had been inadvertently left off of the list of appointments to the Dixboro Design Review Board (DDRB) that the Board recently approved. Mr. Goodnoe has been a member of the DDRB for many

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years. He contributes a great deal to the mission of the DDRB and he recommends that Mr. Goodnoe be re-appointed to the DDRB.

It was moved by McKinney, seconded by Lewis, that the Board concur with Supervisor Schwartz's recommendation to appoint Jack Goodnoe to the Dixboro Design Review Board with a term to expire on December 31, 2016.

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

Nays: None

Absent: None

The motion carried

**L. BOARD POLICY 06.01.001, PUBLIC INSPECTION OF ASSESSING RECORDS**

Clerk Phillips explained that the Assessing Department recently learned that the Township's FOIA policy did not meet the requirements of the State Tax Commission for public inspection of assessing records. A new policy of the Board was drafted. It has been approved by the State Tax Commission.

It was moved by Phillips, seconded by Green, for the Board to approve the following Board Policy 06.01.001 Public Inspection of Assessing Records as a Policy of the Board:

**06.01.001 PUBLIC INSPECTION OF ASSESSING RECORDS**

The Charter Township of Superior (Township) maintains assessing records in compliance with State of Michigan laws, policies and procedures of the State of Michigan, State Tax Commission (STC) and other applicable governing agencies and provides for the public inspection of these records according to the following:

1. The Township maintains copies of the following records at the Township Hall, which are available for inspection and viewing by the public at no cost during the Township's regular business hours of 8:30 am to 4:30 pm. Monday through Friday, excluding approved holidays:

- Assessment Rolls
- Tax Rolls
- Assessment Record Card
- Sales Information
- Plat Maps
- School District Maps
- Zip Code Maps

2. The Township maintains the following records on the Township's website, [www.superior-twp.org](http://www.superior-twp.org). The website is maintained by Washtenaw County and is available for viewing at no cost 24 hours a day, seven days a week:

- Property searches through BS&A Internet Searches software that provides the taxable, assessed and SEV values on the searched property
- Also includes property information that includes property legal description, size of parcel, building description, including a sketch, property class, sales info and previous values

**SUPERIOR CHARTER TOWNSHIP BOARD  
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If a member of the public requests the Township provide them with copies of any assessment documents or to review or inspect documents that are not included in the above documents, such requests are subject to fees addressed by the Township's Freedom of Information Policy (Adopted Policies of the Superior Township Board of Trustees, as revised, Policy 01.01.003, Freedom of Information). They must request such by following the Township's Freedom of Information Policy.

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of Superior, County of Washtenaw, State of Michigan, certify that the foregoing is a true and complete copy of a policy adopted by the Board of Trustees of the Charter Township of Superior at a meeting held on the 18th day of February, 2014, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have set my official signature, this 18th day of February, 2014.



\_\_\_\_\_  
DAVID M. PHILLIPS, CLERK,  
CHARTER TOWNSHIP OF SUPERIOR

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

Nays: None

Absent: None

The motion carried.

**M. RESOLUTION 2014-10, AMEND LETTER OF UNDERSTANDING WITH THE  
FIRE FIGHTERS UNION LOCAL 3292 AND THE NON-UNION EMPLOYEE'S  
PERSONNEL MANUAL**

Supervisor Schwartz explained that the Township recently discovered that advances for Health Savings Accounts (HSA's) are not allowed by the Internal Revenue Service (IRS). Therefore, the following resolution was prepared to end this practice and to bring the Township's administration of the HSA into compliance with IRS regulations.

The following resolution was moved by McKinney, seconded by Caviston:

**CHARTER TOWNSHIP OF SUPERIOR  
WASHTENAW COUNTY, MICHIGAN**

**RESOLUTION AMENDING SUPERIOR TOWNSHIP PERSONNEL MANUAL  
AND LETTER OF UNDERSTANDING WITH SUPERIOR TOWNSHIP FIRE  
FIGHTERS LOCAL 3292**

**Resolution Number: 2014-10**

**Date: February 18, 2014**

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**WHEREAS,** The Superior Township Board of Trustees has established a Personnel Manual to describe Township employment policies for non-union personnel; and,

**WHEREAS,** The Superior Township Board of Trustees has executed a Collective Bargaining Agreement with the Superior Township Fire Fighters Union Local 3292, International Association of Fire Fighters; and,

**WHEREAS,** The Personnel Policies for nonunion employees have provisions addressing the Blue Cross/Blue Shield Preferred Provider Organization Health savings Account (PPO HSA) \$3,000/\$6,000 High Deductible Health Insurance Plan; and,

**WHEREAS,** Superior Township and the Fire fighters Union Local 3292 have executed documents containing provisions that address the Blue Cross/Blue Shield Preferred Provider Organization Health savings Account (PPO HSA) \$3,000/\$6,000 High Deductible Health Insurance Plan; and,

**WHEREAS,** the language describing the health insurance process for costs, deposit schedule, tax filing requirements and advances are described in Appendix A of the nonunion Superior Township Personnel Manual page 31; and more specifically identified as paragraphs 5 and 6; and,

**WHEREAS,** the language describing the health insurance process for costs, deposit schedule, tax filing requirements and advances are described in a Letter of Understanding with the Fire fighters dated May 20, 2013; and more specifically identified as paragraphs 5 and 6; and,

**WHEREAS,** it has come to the attention of the Board that advances for Health Savings Accounts are not permitted under IRS comparability rules, and may expose the Township to liabilities not contemplated or anticipated at the time of approving the Personnel Manual and the Letter of Understanding.

**NOW THEREFORE, BE IT RESOLVED** that for employees covered by the Personnel Manual, paragraph 5 (Advances) and paragraph 6 (Procedures for Advances) are struck, deleted, null and void and shall be of no further effect.

**BE IT FURTHER RESOLVED** that for employees covered by the Fire Fighters Collective Bargaining Agreement, paragraph 5 (Advances) and paragraph 6 (Procedures for Advances) of the Letter of Understanding dated May 20, 2013 are struck, deleted, null and void and shall be of no further effect.

**CERTIFICATION**

I, David Phillips, the duly qualified Clerk of the Charter Township of Superior, Washtenaw County, Michigan, do hereby certify that the foregoing is a true and correct copy of a resolution adopted at a regular meeting of the Superior Charter Township Board held on February 18, 2014 and that public notices of said meeting were given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended.



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**SUPERIOR CHARTER TOWNSHIP BOARD  
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David Phillips, Superior Township Clerk

**11. PAYMENT OF BILLS**

It was moved by Caviston, seconded by Lewis, that the bills be paid as submitted in the following amounts: General - \$1,916.75; Utilities- \$1,653.00 for a total of \$3,569.75. Further, that the Record of Disbursements be received.

The motion carried by a unanimous voice vote.

**12. PLEAS AND PETITION**

There were none.

**13. ADJOURNMENT**

It was moved by Caviston, seconded by Lewis, that the meeting be adjourned. The motion carried by a voice vote and the meeting adjourned at 8:50 p.m.

Respectfully submitted,

David Phillips, Clerk

Kenneth Schwartz, Supervisor



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**FIRST AMENDMENT TO SUPERIOR CHARTER TOWNSHIP  
DEVELOPMENT AGREEMENT**

**Prospect Pointe Phase I and Phase II – a Residential Subdivision**

**THIS FIRST AMENDMENT TO SUPERIOR CHARTER TOWNSHIP DEVELOPMENT AGREEMENTS** (“Amendment”) is made this 3<sup>rd</sup> day of ~~FEBRUARY~~, 2014, by and between **PULTE LAND COMPANY, LLC**, a Michigan limited liability company, the address of which is 100 Bloomfield Parkway, Bloomfield Hills, Michigan 48304 (“Developer”), and the **CHARTER TOWNSHIP OF SUPERIOR**, a Michigan municipal corporation, the address of which is 3040 N. Prospect Road, Ypsilanti, Michigan 48198 (“Township”).

**WITNESSETH:**

**WHEREAS**, Developer’s predecessor in interest and the Township entered into a Development Agreement dated September 15, 2003, recorded on October 2, 2003, in Liber 4320, Page 260, Washtenaw County Records (“Phase I Agreement”), in connection with the development of certain real property located in the Township of Superior, County of Washtenaw, State of Michigan, as a residential subdivision known as Phase I of Prospect Pointe (“Phase I”); and

**WHEREAS**, Developer and the Township entered into a Development Agreement dated July 21, 2005, recorded on August 4, 2005, in Liber 4497, Page 312, Washtenaw County Records (“Phase II Agreement”), in connection with the development of certain real property located in the Township of Superior, County of Washtenaw, State of Michigan, as a residential subdivision known as Phase II of Prospect Pointe (“Phase II”); and

**WHEREAS**, Developer has recorded the final plat of Phase I of Prospect Pointe in Liber 35 of plats, pages 67 through 80, inclusive, Washtenaw County Records, consisting of lots 1 through 108, both inclusive; and

**WHEREAS**, Developer has recorded the final plat of Phase II of Prospect Pointe in Liber 35 of plats, pages 99 through 110, inclusive, Washtenaw County Records, consisting of lots 109 through 199, both inclusive; and

**WHEREAS**, the Phase I agreement required, among other things, that Developer enter into a Lift Station Maintenance Agreement, and include provisions in the subdivision association documents to have the Association pay all costs associated with the maintenance of the lift station; and

**WHEREAS**, the parties have agreed to amend the terms of the Phase I agreement to provide that the sanitary sewer lift station will be dedicated to the Township upon the execution of this agreement and that the Association will not be responsible for any future lift station costs; and

Time Submitted for Recording  
Date 2/28/2014 Time 3:10 PM  
Lawrence Kestenbaum  
Washtenaw County Clerk/Registrar

**WHEREAS**, the Phase II agreement required, among other things, that Developer would re-route the sanitary sewer servicing Phases I and II upon development of an adjacent site commonly known as 325 E. Clark Road; and

**WHEREAS**, the parties have agreed to amend the Phase II agreement to clarify the Developer's obligations to route the sanitary sewer system upon development of Phase III, and to provide utility easements for the use and benefit of other parcels;

**NOW, THEREFORE**, in consideration of the mutual premises and covenants contained in this Amendment, the parties hereby agree as follows:

1. Section 3.4 of the Phase I agreement is amended and restated in its entirety as follows:

The Development shall be constructed as approved on the Engineering Plans ("Lift Station"). The Lift Station has been constructed as directed by the Superior Township Utilities Department and the Township agrees to accept the dedication of the Lift Station "as is" as part of the public utility system. The Township, at its sole cost and expense, shall maintain and operate the Lift Station hereinafter.

2. The last paragraph of Section 2.15 of the Phase II Agreement is deleted and is replaced with the following paragraphs:

The Development shall be constructed as approved on the Engineering Plans. Developer is not required to install sewer or water lines on the property described in the Phase II agreement as the "Rolling Oaks development", commonly known as 325 E. Clark Road, parcel I.D., J-10-33-400-029; provided, however, upon commencement of development of Phase III, the Developer shall continue extensions of the relief sewer pipe to the south property line of Prospect Pointe as directed by the Township at the Developer's sole cost and expense.

Developer agrees to complete the engineering and installation of the sanitary sewer and water system in a manner that will accommodate connection to the utility system by neighboring parcels and tracts. In furtherance of this objective, developer agrees to provide utility easements to adjoining parcels and tracts even if such request is prior to the development of Phase III.

End of Document



**PULTE LAND COMPANY, LLC,**  
a Michigan limited liability company

By: [Signature]  
Its: Authorized Agent Kevin Christofferson  
Authorized Agent

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 3rd day of February, 2014,  
by

Kevin Christofferson, the Authorized Agent of Pulte Land Company, LLC,  
A Michigan limited liability company, on behalf of the company.

Embossed Hereon Is My  
Oakland County, Michigan Notary Public Seal  
My Commission Expires March 05, 2020  
AMANDA J. VANDERPOOL

[Signature]  
Amanda J. Vanderpool  
Notary Public, Oakland County, MI  
Acting in Oakland County  
My Commission Expires: March 5, 2020

**CHARTER TOWNSHIP OF SUPERIOR**  
A Michigan Municipal Corporation

By: [Signature]  
Kenneth Schwartz,  
Superior Township Supervisor

STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF WASHTENAW )

The foregoing instrument was acknowledged before me this 19th day of February, 2014,  
by Kenneth Schwartz, Superior Township Supervisor a Michigan Municipal Corporation.

**David M. Phillips**  
Notary Public, State of Michigan  
County of Washtenaw  
My Commission Expires March 1, 2015  
Acting in the County of Washtenaw

[Signature] DAVID M. PHILLIPS  
Notary Public, Washtenaw County, MI  
Acting in Washtenaw County  
My Commission Expires: MARCH 1, 2015

Drafted by and when recorded return to:

Erik Prater  
Bodman PLC  
1901 St. Antoine Street  
Detroit, MI 48226



Tax Parcel ID Nos.

Lots 1 through 108, Phase I, Prospect Pointe  
Tax Parcel IDs: J-10-33-108-001 through J-10-33-108-108

Lots 109 through 199, Phase II, Prospect Pointe  
Tax Parcel IDs: J-10-33-109-109 through J-10-33-109-199