

**VILLAGE OF ROSCOMMON  
REGULAR MEETING AGENDA  
August 13, 2012**

1. Call to Order, Roll Call of Council, Pledge of Allegiance and Invocation
2. Approval of Regular Agenda
3. Brief Public Comment on Regular Agenda Items (Two minutes per speaker)
4. Approval of Consent Agenda:
  - Minutes of July 23, 2012 Regular Meeting
  - Bills to be paid and Checks written since last meeting
  - Reports: Zoning Administrator, DPW
5. Sheriff's Report
6. Manager's Report
7. Committee Reports:
  - Library Board, Cemetery Board, Recreation Committee, RMRA, DDA
8. Unfinished Business:
  - Roof Bid**
  - Tin Fish Cafe**
9. New Business:
  - Mowing Bill Appeal**
  - Ordinance # 28**
  - Tower Lease Default**
  - Budget Amendment**
  - Manager's Contract**
10. Public Acknowledgement (Two minutes per speaker)
11. Council Comments
12. Items for the next agenda
13. Adjournment

VILLAGE OF ROSCOMMON  
Minutes of the July 23, 2012 Regular Council Meeting

President Erine Adams called the meeting to order at 7:00 PM. Members of the Council present: Erine Adams, Bruce Yannatta, Jon Suvada, Marc McKee and Linda Mesler. Absent: Jesse Carlson (arrived at 7:05 PM) and Diane Lippert. Others present were: Scott Marshall, Dave Hodges, Roberta Hodges, Chris Fishell, Tim Neumann, Aaron Monette, Krista Tacey-Cater and Jeff Burmester. The Pledge of Allegiance was recited and an Invocation given by Allen Lowe.

REGULAR AGENDA

President Adams added "Tin Fish" to the Regular Agenda under New Business. Moved by McKee, seconded by Yannatta, to approve the Regular Agenda with the addition of Tin Fish. All in favor. Hearing no objections, the motion carried.

PRESENTATION BY MICHIGAN RURAL WATER

Tim Neumann presented an award to the DPW for the "Best Tasting Water in Michigan".

PUBLIC COMMENT ON REGULAR AGENDA ITEMS

None.

CONSENT AGENDA

Moved by Mesler, seconded by Yannatta, to accept the consent agenda with bills to be paid, with additions, in the amount of \$8,668.70 and checks written in the amount of \$22,760.54, as presented. Ayes: Adams, Mesler, Suvada, Yannatta, Carlson and McKee. Nays: None. Absent: Lippert. The motion carried.

MANAGER'S REPORT

In addition to his written report, Manager Lowe informed the council that Ordinance #72 was appended with Ordinance No. 75 and both were not needed.

The manager's conference is Wednesday and Thursday in Traverse City.

Discussion regarding the DDA receiving all the new tax dollars created by Dollar General and the addition to Lear.

Moved by Suvada, seconded by Mesler, to repeal Ordinance #72 as written. Ayes: McKee, Carlson, Suvada, Mesler, Adams and Yannatta. Nays: None. Absent: Lippert. The motion carried.

COMMITTEE REPORTS

President Adams reported on the DDA meeting.

UNFINISHED BUSINESS

**-Truck Repair Bids**

Moved by McKee, seconded by Yannatta, to accept Tim's Collision's bid to fix the Village truck in the amount of \$865.55. Ayes: Adams, Mesler, Suvada, Yannatta, Carlson and McKee. Nays: None. Absent: Lippert. The motion carried.

**-Roof Bids**

No bids received. The DPW may be able to do the project. Tabled.

**-Employee Handbook Amendments**

Moved by Suvada, seconded by Mesler, to accept the changes made to the Employee Handbook. Ayes: McKee, Carlson, Suvada, Mesler, Adams and Yannatta. Nays: None. Absent: Lippert. The motion carried.

**-Ordinance #28**

The Manager made the proposed changes.

Moved by McKee, seconded by Carlson, to accept Ordinance #28 striking Section J. Ayes: Yannatta, McKee, Carlson, Adams and Mesler. Nays: Suvada. Absent: Lippert. The motion carried.

**-Sidewalk Strategy**

The sidewalks were discussed. Tabled.

NEW BUSINESS

**-Property Purchase**

The county wanted the Village to purchase property near the Firemen's Training Grounds. The consensus from the council was no.

**-Drainage Improvements**

Discussion regarding the letter from Gosling-Czubak regarding drainage issues.

**-Tin Fish**

The manager provided a time-line regarding the issue with the Tin Fish and the upstairs apartment.

PUBLIC ACKNOWLEDGEMENT

None

COUNCIL COMMENTS

Trustee Mesler: Thanked the community members for coming. Commented on the train club and the people riding the train.

Trustee Yannatta: Buy locally.

President Adams: Commented that the Market was busy on Saturday.

Trustee McKee: Looks forward to reciting the Pledge at the council meetings.

ITEMS FOR THE NEXT AGENDA

Manager has the list.

Moved by Carlson, seconded by McKee, to adjourn the meeting at 8:04 PM. All in favor. Hearing no objections, the motion carried.

BILLS TO BE PAID PRIOR TO NEXT REGULAR MEETING

August 13, 2012 BILLS TO BE PAID

CHARTER BUSINESS	54.99
SPRINT	128.23
WASTE MANAGEMENT	119.82
ROSCOMMON COUNTY SHERIFF OFFICE	1,666.29
CONSUMERS ENERGY	8,522.95
VILLAGE OF ROSCOMMON	1,165.56
IMPACT OFFICE PRODUCTS, INC.	62.39
H2O IN MOTION, INC.	900.00
ALLEN LOWE	71.86
VILLAGE HARDWARE	68.64
HULL BUILDING CENTER	387.45
LAW OFFICE OF GERARD F. BRABANT, P.C.	241.45
SPARTAN DISTRIBUTORS	36,333.25
ETNA SUPPLY	1,336.67
RAY'S PARTS CENTER	191.46
BOWEN TECHNOLOGY SERVICES	27.50
ARROW UNIFORM	207.04
FICK & SONS	458.70
<b>TOTAL</b>	<b>51,944.25</b>



# Extra Village Patrol July 2012

Hours	18
Criminal Complaints	12
Non Criminal Complaints	13
Traffic Stops	19
Verbal Warnings	13
Citations	10
OWI Arrests	1
Other Arrests	8
Accidents	4
Assist EMS	2

## Other Assignments

Village Meeting  
Blight  
4th of July Parade and Fireworks

## Type of Complaints Handled

Disorderly Person  
Threats  
Larceny x 4  
Bond Condition Violation  
Shoplifting  
Fail to Pay for Gas  
Assault

## Arrests

Operating While Intoxicated  
Minor in Possession x 2  
Bond Violation x 3  
CSC Warrant  
Stalking  
Assault

STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF ROSCOMMON

VILLAGE OF ROSCOMMON,

Plaintiff,

v

File No. 08-727237-CH

DOUGLAS D. SMITH

Defendant.

GERARD F. BRABANT, P.C.  
By: Gerard F. Brabant P31123  
Attorney for Plaintiff  
P.O. Box 35  
Roscommon, MI 48653  
(989) 275-4365

TRUE COPY  
STATE OF MICHIGAN  
COUNTY OF ROSCOMMON  
34th CIRCUIT COURT  
2012 JUL -9 P 6:13  
GERARD F. BRABANT  
ATTORNEY AT LAW  
P.O. BOX 35  
ROSCOMMON, MI 48653

ORDER

At as session of said Court  
held in the Village of Roscommon,  
Roscommon County, State of Michigan,  
on the 9<sup>th</sup> day of July, 2012.

PRESENT: Honorable Michael J. Baumgartner  
Circuit Court Judge

This matter coming before the Court on the Court's adjournment from the original  
contempt hearing date of June 4, 2012, and the Court being advised in the premises,

IT IS ORDERED that all improvements to the second floor apartment, including  
plumbing, electrical, mechanical, drywall, cabinets, showers, kitchens installed without permit or  
sealed architectural plans shall be removed within thirty (30) days; and

IT IS FURTHER ORDERED that at the expiration of thirty (30) days, the Village of Roscommon or its agents or contractors are granted access to and possession of the second floor apartment for the purpose of removal of all improvements as set forth in the preceding paragraph and the costs of said removal shall be charged to the Defendant and assessed as a special assessment on the next real property tax bill; and

IT IS FURTHER ORDERED that Defendant may post a Twenty Five Thousand (\$25,000.00) Dollar performance bond in favor of the Village of Roscommon to insure performance of the removal of the improvements in lieu of having the removal work performed at the expiration of the thirty (30) days.

Dated: 7/9/12

**S/MICHAEL J. BAUMGARTNER**

Honorable Michael J. Baumgartner  
34<sup>th</sup> Circuit Court Judge P23694



Village of Roscommon

WORK ORDER NUMBER: 10

DATE: 07/17/12

DATE TIME

CUST NAME : ARIJA FREIDE CYCLE: 1  
SERV ADDR : 111 N FIFTH ST - AUTO SUPPLY SECT: 1  
ACCT NO : 0555 READ SEQ: 0000004450  
LOC ID : 5 N -000111-0000-03  
REC'D BY : Nicole PHONE: ( ) - /X  
REQ BY : METER:  
ASSIGN TO : DPW

RECD 07/17/2012 1:58pm

SCH 07/17/2012

COMP 7/18/12  
BY Jerry L Sprison

WO ACTION :  
PREV:  
CURR:  
TOT:

HRS 3

FEES \_\_\_\_\_

COMMENTS : PLEASE MOW 111 N. FIFTH STREET FOR VIOLATION OF THE NOXIOUS WEEDS ORDINANCE.

Please document the hours for billing purposes.

picked up trash, glass etc, weed whacked down,  
mowed, final weedwhack, raked up, bagged  
AND DISCARDED WEEDS.

METER TYPE	NUMBER	SZ	MK	AUTO	ID	DG	CURR	RD	DATE	RD	CURR	MULT	USE	FINAL
Water						4							0.0000	_____
						8	0	00/00/000					0.0000	_____
						8	0	00/00/000					0.0000	_____
						8	0	00/00/000					0.0000	_____

Village of Roscommon  
 214 S. Main Street  
 P.O. Box 236  
 Roscommon, MI 48653

# Invoice

Date	Invoice #
7/20/2012	44

Bill To
Arija Freide P.O. Box 150859 Grand Rapids, MI 49515-0859

Terms	Due Date
Net 30	8/19/2012

Quantity	Description	Rate	Amount
3	Mowing Fees; equipment usage, transportation, man hours involved, overhead.	80.00	240.00
3	15% Administration Fee	12.00	36.00
Parcel ID#055-723-005-0000 111 N Fifth Street, Roscommon 3 Hours Mowing on 7/18/12			
<b>Payments/Credits</b>			\$0.00
<b>Balance Due</b>			\$276.00

An additional delinquency fee of 10% per month shall be levied against said property.

Phone #
(989)275-5743

VILLAGE OF ROSCOMMON  
Ordinance No. 28

An Ordinance regulating the keeping of animals within the Village limits of Roscommon.

The Village of Roscommon ordains:

Section 1. It shall be unlawful for any person to keep, maintain, care for, or raise any wild or farm animals including but not limited to, horses, burros, sheep, goats, cattle, pigs, mules, chickens, pigeons, ducks, geese, or turkeys within the Village limits of the Village of Roscommon.

Section 2. Violations of this ordinance existing at the time of passage of the ordinance may continue until such time as complaint is made and the violation shown to be a nuisance.

Section 3. Rabbits may be kept within the Village limits under the following conditions:

- A. A permit to keep rabbits is obtained from the Village Council. The Council may establish a fee for such permit.
- B. Cages must be secured at all times.
- C. Rabbits shall be adequately housed, fenced, and maintained so as not to be or become a public or private nuisance.
- D. The cages shall be so constructed and maintained that odors, dust, noise, and drainage shall not constitute a nuisance or hazard to adjoining lots and uses.
- E. No more than four rabbits over the age of ~~two~~ **four** months are allowed at any time.
- F. Rabbits may not be raised as a commercial enterprise.
- G. The owner must ensure that the rabbit feed will not attract other animals.

Section 4. Any violation of this ordinance shall be punishable by a fine of, not to exceed One hundred (\$100.00) Dollars, or ninety days in jail, or both.

These amendments shall become effective thirty days after publication

Amended: \_\_\_\_\_, 2012

**Allen Lowe**

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**From:** Heather Foster [heather.thefosterhouse@gmail.com]

**Sent:** Thursday, July 26, 2012 9:49 AM

**To:** manager@roscommonvillage.com

**Subject:** Ordinance 28

Good Morning,

Hello, I spoke with Erine earlier and she told me to email you about this. My husband and I would like to get a pet for our anniversary, a micro teacup pig to be precise. These pigs are indoor pets, much like dogs, and grow to about 20-30lbs at full maturity. This would be an indoor pet with occasional outdoor time with accompaniment and a leash and runner. I reside within the village limits (Just at the end of South 5th going towards St. Helen) and I am aware of Ordinance #28 which forbids "wild animals" such as pigs.

My question is, is there any way to have this topic discussed at a council meeting regarding a possible amendment per breed, size and temperament? Pigs are ranked the 3rd smartest animals known, just under dolphins and primates, so they are intelligent and docile. If this animal is indoors and treated like any other pet (like a dog for instance) I do not see how it could be an unlawful addition to our family. I look forward to hearing from you soon.

Have a wonderful day!

Regards,  
Heather L Foster

8/3/2012

## TOWER SPACE LEASE AGREEMENT

Property, Lessee shall have the right to cancel this Lease immediately upon written notice to Lessor;

(d) Lessee shall have the right to have an environmental assessment of the Property performed by an environmental consulting firm of Lessee's choice. If the environmental assessment reveals that the Property is contaminated with Hazardous Materials, as that term is hereinafter defined, Lessee shall have no obligation to perform under this Lease; and

(e) Lessee may conduct radio frequency propagation studies ("RF Studies") on the Property. If the RF Studies do not provide results, which meet with the personal satisfaction of Lessee, Lessee shall have no obligation to perform under this Lease.

In addition to the foregoing, Lessee's obligation to perform hereunder shall be subject to and conditioned upon Lessor's ability to obtain consent to the existence, terms and conditions of this Lease by any and all mortgagees with mortgages on or affecting the Property.

9. **Termination:** Except as otherwise provided herein, Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any covenant or term hereof by the other party which default is not cured within 90 days of receipt of written notice of default (without, however, limiting any other rights available to the parties pursuant to other provisions hereof), provided, that if the defaulting party commences efforts to cure the default within such period the non-defaulting party shall no longer be entitled to declare a default;

(b) Upon 30 days written notice by Lessee if Lessee is unable to obtain or maintain through no fault of Lessee any license, permit or other Governmental Approval necessary to the construction and operation of the Lessee's Equipment or business; or

(c) By either party for any reason or no reason at all upon (12) months advance written notice from Lessee or Lessor.

10. **Liability Insurance:** During the Initial Term and all renewal Terms, Lessee shall maintain, at Lessee's own expense, insurance covering claims for public liability, personal injury, death and property damage under a policy of general liability insurance, with limits of not less than One Million Dollars (\$ 1,000,000.00) per person and One Million Dollars (\$ 1,000,000.00) per occurrence and property damage insurance of not less than Fifty Thousand Dollars (\$50,000.00). Such insurance shall insure against liabilities arising out of or in connection with Lessee's use or occupancy of the Property subject to the standard exceptions found in the General Liability Insurance Policy.

11. **Subrogation:**

(a) **Mutual Release:** Lessor and Lessee each release the other and their respective representatives from any claims by them or anyone claiming through or under them by way of subrogation or otherwise for damage to any person or to the Property and to the fixtures, personal property, improvements and alterations in or on the Property that are caused by or result from risks insured against under any insurance policy

## **BUDGET AMENDMENTS**

### **GENERAL FUND**

#### Revenues

Increase 101.476 Building Department from \$4,000 to \$10,000  
There has been an increase in building permits this year.

Increase 101.601 Transfers In from \$0.00 to \$3,000  
This is a payment from the Sewer Fund for sewer backup insurance.

#### Expenditures

Increase 265.818 Village Hall Contractual from \$6875 to \$8,000  
The auditor made journal entries of \$3600 to this line item.

Increase 265.977 Village Hall Equipment from \$1,500 to \$3,100  
General Fund portion of BS&A purchase

Increase 276.930 Cemetery Repair and Maintenance from \$500 to \$3,000  
Repairs to headstones and building roof

Add 276.860 Cemetery Travel and Training \$200  
Michigan Association of Municipal Cemeteries Conference fee

Increase 299.956 Contingency from \$0.00 to \$1,100  
Uncapping

Increase 370.702 Building Department Wages from \$4,300 to \$10,000  
Increased building permits

Increase 751.990 Park Projects from \$0.00 to \$2,000  
Match for tree grant

### **MAJOR STREETS**

#### Expenditures

Add 000.956 Miscellaneous \$800  
Major Street portion of BS&A purchase

Increase 463.818 Maintenance Contractual from \$5,000 to \$5,700  
Bridge inspections

Increase 478.956 Snow Removal Miscellaneous from \$3,230 to \$5,000  
MDOT Snow Removal

## **LOCAL STREETS**

### Expenditures

Add 202.956 Miscellaneous \$800  
Local Street portion of BS&A purchase

Increase 463.818 Maintenance Contractual from \$1,800 to \$2,150  
Bridge inspection

## **SEWER FUND**

### Revenues

Increase 602.000 From Reserves from \$0.00 to \$43,000  
To purchase articulating mower

### Expenditures

Add 716.000 Uniforms \$2,500  
Expense should be here rather than Equipment Fund

Increase 740.000 Equipment from \$8,500 to \$50,000  
Articulating mower

Increase 818.000 Contractual from \$3,000 to \$6,000  
Sewer Fund portion of BS&A purchase and base map

## **WATER FUND**

### Expenditures

Increase 818.000 Contractual from \$1,000 to \$6,000  
Water Fund portion of BS&A purchase and Cross Connection Control Program

Increase 930.000 Equipment from \$7,500 to \$8,500  
Well house roofs

## **EQUIPMENT FUND**

### Revenues

Decrease 602.000 From Reserves from \$43,000 to \$0.00  
Mower purchased from Sewer Fund

### Expenditures

Decrease 716.000 Uniforms from \$2,500 to 0.00  
Expense now in Sewer Fund

Decrease 977.000 Equipment from \$50,000 to \$5,000  
Mower purchased from Sewer Fund



**VILLAGE FOR ROSCOMMON  
VILLAGE MANAGER  
EMPLOYMENT AGREEMENT**

This agreement is made and entered into on, and is between the Village of Roscommon (hereinafter referred to as the VILLAGE) and **Allen Lowe** (hereinafter referred to as the VILLAGE MANAGER) who agrees to perform and serve as the Village Manager in a professional manner consistent with the standards set by the Village Council and as prescribed by ordinances of the VILLAGE and by the laws of the State of Michigan and by any rules, regulations, and job descriptions heretofore or hereafter adopted, established or revised by the Village Council.

**TERM OF AGREEMENT**

This agreement shall cover the period of September 19<sup>th</sup>, 2011 through September 19<sup>th</sup>, 2012. (1 year annual contract)

**COMPENSATION**

1. SALARY: The Village Manager shall earn \$40,000 for the contract year, plus an additional \$5,000 for the contract year in lieu of not taking the medical and dental benefits, which will be paid in equal weekly installments.
2. The following benefits shall be made available to the VILLAGE MANAGER.
  - a. Life insurance will be the same as for the other employees of the VILLAGE.
  - b. Pension contributions shall be made on the same basis as for the other employees of the VILLAGE
  - c. The Village Council must approve reimbursement of the costs of any other professional memberships, dues, subscriptions or expenses in writing.

**PAID TIME OFF**

The Village Manager is entitled to a lump sum of 20 Paid Time Off days for the contract year, which equals 160 hours. These PTO days include vacation days, personal days, and sick days. PTO days do not roll over into future years, and PTO days expire at the end of the contract year if not used in full.

## PROFESSIONAL DEVELOPMENT

1. Professional development is understood to be a benefit for the Village as well as the manager. The Council agrees that the Village Manager shall be given reasonable opportunity to develop his skills and abilities.
  - a. The council agrees to pay the reasonable dues and memberships to for participation with ICMA and MLGMA for Allen Lowe.

## EMPLOYMENT STATUS

I have read and fully understand the rules governing my employment with the Village of Roscommon, including this agreement, the Village Manager Ordinance as well as the Village Manager Responsibilities, Duties and Job Description. I agree to employment with the Village of Roscommon under the conditions explained. I understand the Village without notice can change these conditions, at any time. I also understand and agree that my employment is for no definite period and may, regardless of the time and manner of payment of my wages and salary, be terminated at any time, without any previous notice. If I am terminated for any other reason other than "misconduct", I shall be entitled to severance pay, which is defined in the section below. Further, I understand that no representative of the Village of Roscommon other than the Village Council has authority to enter into an agreement for employment for any specified period of time or to make any agreement contrary to the foregoing.

## SEVERANCE PAY

In the event that the Council terminates the Village Manager for any reason other than "misconduct", as defined in the following subsection of this agreement, except as provided below, the Village Manager shall receive the regular weekly salary payments for a period of **one (1) month** or until the Village Manager commences new employment, whichever time period is the shortest. The Village Manager shall not be entitled to any other employee benefits. If the Village Manager resigns or willingly leaves employment, the Village Manager is not entitled to any severance pay. The receipt of any form of severance pay in the event of the Council's termination of the Village Manager shall be conditioned upon the Village Manager's execution of a full release at the time of his termination which waives any and all claims of any nature that he may have against the Village and its agents, employees, and Council. Severance pay shall commence on the expiration of any revocation period following the Village Manager's signature date of said full release.

## MISCONDUCT DEFINED

The Village Manager shall not be entitled to severance pay if the Council terminates his employment because of conviction for embezzlement of Village funds or a felony; violation of the Village General Law Act or other law regarding public officers; or other behavior that demonstrates a deliberate violation or disregard of the Village Manager's duties and obligations to the Council and/or the Village's interests or otherwise.

**OTHER**

1. The Village Council shall review and evaluate the performance of the VILLAGE MANAGER quarterly or as deemed necessary at the discretion of the Village Council.
2. The VILLAGE MANAGER will not provide service to any other employer for compensation without prior, written approval from the Village Council.
3. Any training will stipulate that prior approval by the Village Council shall be required.

WITNESSES:

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

SIGNED:

\_\_\_\_\_  
Jesse Carlson, Village President  
Village of Roscommon, Michigan

\_\_\_\_\_  
Allen Lowe, Village Manager  
Village of Roscommon, Michigan