


Freedom, Peace, Hospitality, Tradition
Village of Roscommon

REGULAR MEETING AGENDA
May 28, 2013

1. Call to Order, Roll Call of Council, Pledge of Allegiance and Invocation
2. Approval of Consent Agenda:
 - Approve the Minutes of May 13, 2013 Regular Meeting
 - Approve the Bills to be Paid
3. Approval of Regular Agenda
4. Brief Public Comment on Regular Agenda Items (Two minutes per speaker)
5. Manager's Report
6. Committee Reports:
 - Library Board
 - Cemetery Board
 - Recreation Committee
 - Roscommon Metropolitan Recreation Authority
 - Downtown Development Authority
7. Unfinished Business:
 - Sewer Ordinance Amendment**
 - Trail Planning Grant Contract**
 - OGA Purchase Agreement Amendment**
8. New Business:
 - Computer and Internet Service**
 - Committee Reports**
 - M-18 Property Purchase**
9. Public Acknowledgement (Two minutes per speaker)
10. Council Comments
11. Items for the Next Agenda
12. Adjournment

VILLAGE OF ROSCOMMON
Minutes of the May 13, 2013 Regular Council Meeting

President Erine Adams called the meeting to order at 7:00 PM. Members of the Council present: Marc McKee, Diane Lippert, Bruce Yannatta, Erine Adams, Mark Larsen, Jesse Carlson and Linda Mesler. Also present: Krista Tacey-Cater, Sue Jock, Roger Apps, Christine Fehler, Jim Anderson, Joanne Lederman and Dawn Dodge. The Pledge of Allegiance was recited and an Invocation given by Manager Lowe.

CONSENT AGENDA

Moved by McKee, seconded by Yannatta, to approve the Consent Agenda, including bills to be paid, in the amount of \$20,768.22. Ayes: Larsen, Carlson, Mesler, Adams, Lippert, Yannatta and McKee. Nays: None. The motion carried.

BRIEF PUBLIC COMMENT ON REGULAR AGENDA ITEMS

Sue Jock: Questioned why the zoning change was not on the agenda.

REGULAR AGENDA

Moved by Mesler, seconded by Yannatta, to approve the Regular Agenda. All in favor. Hearing no objections, the motion carried.

MANAGER'S REPORT

The Manager gave his report.

COMMITTEE REPORTS

DDA: Jim Anderson gave a report on the DDA regarding a market study, the development plan and the Colonial Hotel.
RMRA: Sue Jock gave a report on RMRA.

UNFINISHED BUSINESS

-Community Garden

Moved by Mesler, seconded by Lippert, to establish a community garden on the old water tower site at the corner of George and Main. Ayes: Mesler, Carlson, McKee, Yannatta, Larsen, Lippert and Adams. Nays: None. The motion carried.

-Manager's Ordinance

Moved by Yannatta, seconded by Mesler, to approve the proposed amendments to the Manager's Ordinance as presented. Ayes: Lippert, Mesler, Carlson, Adams, Yannatta, McKee and Larsen. Nays: None. The motion carried.

-MDOT Highway Maintenance

Manager Lowe researched this and discovered no community our size contracts with MDOT. We can remove snow at our cost whenever we want. The council requested the manager contact MDOT again and ask for other communities that are billed.

-Roscommon Ireland

It was decided to send a Firemen's Memorial banner and Linda Mesler volunteered to bring in some Borak homemade syrup to send with Sheriff Stevenson.

NEW BUSINESS

-DPW Testing Equipment

Moved by Lippert, seconded by Mesler, to accept the quote from Hach for lab equipment in the amount of \$2,602. Ayes: Yannatta, Carlson, Lippert, Adams, Mesler, McKee and Larsen. Nays: None. The motion carried.

-Plumbing and Mechanical Inspection Fees

Moved by McKee, seconded by Mesler, to set the plumbing and mechanical permit inspection fees at \$40.00 for a special or safety inspection and \$50.00 for an additional or final inspection. Ayes: Adams, Larsen, Mesler, Lippert, Yannatta, Carlson. Nays: McKee.

-Water Tower Inspection Contract

Moved by Lippert, seconded by Mesler, to accept the annual service agreement from Corrpro in the amount of \$690 for the inspection and maintenance of the Village water tower. Ayes: McKee, Larsen, Yannatta, Mesler, Carlson, Adams and Lippert. Nays: None. The motion carried.

-Water Meter Pits

Moved by Lippert, seconded by McKee, to remove five water meter pits this year. Ayes: Carlson, Lippert, Larsen, Adams, McKee, Mesler and Yannatta. Nays: None. The motion carried.

-Sewer Ordinance Amendment

Tabled until we hear back from the Village attorney.

-River Festival Street Closures

The council would like the Manager to consider a festival ordinance.

PUBLIC ACKNOWLEDGEMENT

Roger Apps: Had questions regarding sewage in his yard.

Sue Jock: Would like to know when Paul King's house is coming down.

Joanne Lederman: Asked when the purple tags on the lampposts would be removed. She was informed they were put up by Relay for Life.

Moved by Carlson, seconded by McKee, to remove the purple ribbons from the lampposts. Ayes: Carlson, McKee, Yannatta, Lippert and Adams. Nays: Mesler and Larsen. The motion carried.

Joanne Lederman: Questioned the status on the Warner sign. The flower committee is going to start planting on Saturday.

COUNCIL COMMENTS

Trustee Mesler: Asked if the pictures on the table are examples of meters to be replaced.

Trustee Yannatta: Concerns about repossessed homes and who you complain to when grass is too long.

President Adams: Congratulated Trustee Yannatta on his new position at the CRAF Center.

Trustee McKee: Congratulated Trustee Yannatta on his new position.

ITEMS FOR THE NEXT AGENDA

Manager has the list.

Moved by Carlson, seconded by Yannatta, to adjourn at 8:37 PM. All in favor. Hearing no objections, the motion carried.

Erine Adams
Village President

Dawn Dodge
Village Clerk

Inv Ref#	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
1238	HACH COMPANY	05/16/2013	05/31/2013	311.95	311.95	O	N
1239	HOUGHTON LAKE RESORTER	05/16/2013	05/31/2013	37.00	37.00	O	N
1240	M-33 ACCESS	05/13/2013	05/31/2013	584.80	584.80	O	N
1241	AMERICAN MESSAGING	05/13/2013	06/01/2013	66.27	66.27	O	N
1242	SENTRY INSURANCE COMPANY	05/13/2013	06/01/2013	129.87	129.87	O	N
1243	FIFTH THIRD BANK	05/13/2013	05/31/2013	0.00	0.00	V	N
1244	BLUE CROSS BLUE SHIELD OF MICH	05/09/2013	05/31/2013	6,316.15	6,316.15	O	N
1245	DAWN DOMINEK	05/15/2013	05/31/2013	50.00	50.00	O	N
1246	ROSCOMMON COUNTY SHERIFF'S	05/15/2013	05/31/2013	1,666.29	1,666.29	O	N
# of Invoices:		9	# Due:	8			
# of Credit Memos:		0	# Due:	0			
Totals:				9,162.33	9,162.33		
Totals:				0.00	0.00		
Net of Invoices and Credit Memos:				9,162.33	9,162.33		

--- TOTALS BY FUND ---

101 - General Operating	8,422.21	8,422.21
590 - Sewer Fund	614.59	614.59
591 - Water Fund	79.33	79.33
661 - Equipment Fund	46.20	46.20

--- TOTALS BY DEPT/ACTIVITY ---

000 -	7,186.14	7,186.14
265 - Village Hall	309.90	309.90
330 - Law Enforcement	1,666.29	1,666.29

SECTION 8. DISCHARGE CONTROLS.

No person shall discharge or cause to be discharged any storm water, surface water, ground water, roof runoff or subsurface drainage into the Village Sewage Treatment System. Cooling water or unpolluted industrial process waters may be discharged to the sewer system when a written permit has been issued.

Any person, business, or industry planning to discharge or place anything in the sanitary sewer system, other than normal domestic waste, must notify the Village DPW before discharge or placement. Such person, business, or industry must file an Industrial Pretreatment Permit (IPP) application with the Village and wait for appropriate approval before discharge or placement.

Property owners will be responsible for proper use and security of cleanout access points to prevent the infiltration of groundwater, rain water, snowmelt and any other substance or liquid that would have adverse effects on the sanitary sewer system.

Any person violating any provisions of this Section shall be responsible for a civil infraction. The penalty for the first offense shall be \$100 and for the first repeat offense, \$200.00. Repeat offense shall be defined as a violation of said ordinance which has been ticketed for within the past 365 days. For any second or subsequent repeat offense, the fine shall be no more than \$250.00. It shall be the duty of the Village Manager of the Village of Roscommon, or authorized representative, to enforce the provisions of this Ordinance. If, after investigation, the Village Manager, or authorized representative, determines that a violation of this Ordinance exists, he shall be authorized to issue a municipal civil infraction citation to any person, firm, or corporation that is responsible for violating the provisions of this Ordinance. Service of said civil infraction citation or civil infraction notice shall be made in accordance with MCL 600.8707, Public Act 12 of 1994.

In addition to the above penalties, any person violating this section shall also be subject to the penalties enumerated in Section 18 of this ordinance.

CONTRACT FOR SERVICES

It is hereby agreed between Gosling Czubak Engineering Sciences, Inc. (hereinafter GCES) and the Client named below, that Gosling Czubak Engineering Sciences, Inc. will perform the professional services as set forth in this Agreement, subject to the terms and provision of Exhibit "A".

CLIENT:

Village of Roscommon
214 S. Main Street
P.O. Box 236
Roscommon, Michigan 48653-0236

CLIENTS AGENT:

Allen Lowe, Manager

SUBJECT:

Roscommon Village Trail Planning Services

SERVICES TO BE PERFORMED BY GCES:

Assist the Village to develop a Trails Master Plan pursuant to the 2013 Central Michigan District Health Department (CMDHD) grant as described in Attachment "B".

TIME SCHEDULE:

The estimated starting date – (5/1/2012)
The estimated completion date – (1/1/2013)

FEES: The estimated fee is – \$ 17,500.00
Initial deposit to be applied to the total – \$ 0.00
Additional Fees – any additional work or services not specified on this agreement will be billed at Gosling Czubak Engineering Sciences, Inc. prevailing rates for such services and expenses.

This agreement is dated:

Gosling Czubak Engineering Sciences, Inc.

Client / Authorized Agent

Klaus D. Heinert

Klaus D. Heinert, RLA, ASLA
Project Manager / Landscape Architect

Signature
Date:

Please sign and date both copies. Keep one copy for your records and return the other copy to Gosling Czubak.

Gosling Czubak Engineering Sciences, Inc.
1280 Business Park Drive
Traverse City, MI 49686-8607
Phone: 231-946-9191 Fax: 231-941-4603



Gosling Czubak
engineering sciences, inc.

EXHIBIT "A"
to
CONTRACT FOR SERVICES

1. Description of Services: GCES agrees to perform those professional services described in the attached Contract for Services which is incorporated herein by reference as if the same had been fully set forth.
2. Payment for Services: The estimated total fee for the services set forth in the Contract for Services. The Client understands and agrees that the aforementioned amount is an estimate for the scope of work described in the Contract. Additional fees may be billed if the scope of the work is changed. A statement for work done in a month will be billed in the following month, and that payment is to be made by the Client within 30 days of the invoice.
3. Estimated Date of Completion: GCES will complete the performance of the services as indicated with the dates provided in the Contract for Services absent an act, condition, or event beyond the control of the parties.
4. Ownership of Documents: All original documents, drawings, computer files and survey notes represent the product of training, experience and professional skill. All such items are, and will remain, the property of GCES, regardless if the project is completed. Upon full payment of all amounts due hereunder, GCES will furnish copies of suitable, original drawings and other final work products in the form required by applicable law to the Client. Such documents furnished to the Client are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or any other project. Any unauthorized reuse of documents will be at the Client's sole risk and without liability or exposure to GCES.
5. Scope of Services Rendered: Client assumes full responsibility for determining the suitability of the described services to meet its needs. If indicated on the attached Contract for Services, such services may include preparation and attendance at public hearings or informational meetings, when so requested by the Client; but this Agreement does not include services that would pertain to the preparation or appearance on behalf of the Client in litigation.
6. Assignment of Contract: GCES will be solely responsible for all services performed under this Agreement and will supervise and direct the work in accordance with in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and in the same locality. Neither the Client nor GCES may assign, sublet, or transfer their interest in this Agreement, without the prior written consent of the other.
7. Lien for Services/Attorney's Fees: GCES reserves the right to file any statutorily authorized lien against the property which is the subject of this contractual Agreement in the event payment is not received for services rendered. If GCES is required to file suit to secure payment, GCES shall be entitled to receive its actual attorney's fees and costs incurred in such litigation.
8. Termination of Services: This contract may be terminated by the Client or GCES should the other fail to perform its obligations under this contract. In the event of termination, the Client shall pay GCES for all services and expenses rendered to the date of the termination.

9. Limitation of Liability: The Client agrees to limit the liability of GCES on this project for claims, losses or damages and claims expenses to a sum not to exceed \$25,000 or GCES's total fee for services on this project, whichever is greater.

10. Consequential Damages: Neither the Client nor GCES shall be liable to the other, shall make any claim for any incidental, indirect, or consequential damages arising out of this Agreement. This mutual waiver of consequential damages shall include any consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and GCES shall require similar waivers of consequential damages in all contracts and subcontracts with others involved in this project.

11. Dispute Resolution: Any claims or disputes between the Client and GCES shall be submitted to non-binding mediation. The Client and GCES agree to include a similar mediation agreement with all contracts, subcontractors, suppliers and fabricators that provides for mediation as the primary method for dispute resolution between all parties.

12. Entire Agreement: This Agreement constitutes the entire Agreement of the parties and no alteration or amendment shall be effective until such time as it is reduced to writing and signed by both parties.

6. Inspection Period.

(a) As used herein, the term "Inspection Period" shall mean the period from the date of this Agreement until 11:59 p.m. C.S.T. on the date that is one hundred twenty (120) days after the Effective Date of this Agreement. During the Inspection Period and until Closing, Buyer shall have the right to go upon the Property through Buyer's personnel, agents, engineers and contractors, as needed or desired to inspect, examine, survey or otherwise do whatever Buyer deems necessary by way of inspection, engineering and planning for the investment in or development of the Property, including conducting geotechnical and environment examinations such as the Environmental Report (collectively, the "Property Condition Reports") to determine whether any adverse conditions or concerns exist with respect to the Property.

(b) Seller shall join in such applications, agreements or other instruments as reasonably necessary to obtain necessary governmental approvals.

(c) Not later five (5) business days after the Effective Date, Seller shall deliver to Buyer copies of any surveys, title policies, environmental reports, geotechnical reports and any other relevant development related agreements known to Seller.

FIRST AMENDMENT
TO
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS FIRST AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE (the "Amendment") is made and entered into as of the latest date appearing below the signatures to this Amendment (the "Effective Date"), by and among VILLAGE OF ROSCOMMON ACTING THROUGH AND WITH THE APPROVAL OF THE VILLAGE OF ROSCOMMON COUNCIL (herein collectively called "Seller"); and OGA ACQUISITIONS, LLC, its successors or assigns (herein called "Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer entered into that certain Agreement for Purchase and Sale of Real Estate, dated effective as of February 8, 2013 (the "Purchase Contract"), pursuant to which Seller agreed to sell and Buyer agreed to purchase a two-acre tract of land lying and being in the Village of Roscommon, Michigan, as more particularly described in the Purchase Contract (the "Property");

WHEREAS, Seller has agreed to extend the Inspection Period for an additional thirty (30) days; and

WHEREAS, Seller and Buyer desire to amend the Purchase Contract to reflect the foregoing.

NOW, THEREFORE, for good and valuable consideration, the receipt and total sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

1. Defined Terms. Unless otherwise defined in this Amendment, each term used in this Amendment with its initial letter capitalized which has been specially defined in the Purchase Contract shall have the same meaning herein as given to such term in the Purchase Contract.
2. Inspection Period. The Inspection Period is hereby extended for an additional thirty (30) days and will now expire on 11:59 p.m. CST July 8, 2013.
3. Continuing Effect. Except as expressly modified by this Amendment, the Purchase Contract is hereby ratified and shall continue in full force and effect.
4. Entire Agreement: The parties acknowledge that this Amendment reflects the entire agreement of the parties as it relates to this Amendment.
5. Full Force and Effect. Except as modified hereby, the Purchase Contract remains in full force and effect and the parties hereby ratify the same, as modified by this Amendment.

6. Successors and Assigns. This Amendment is binding upon, and inures to the benefit of the parties hereto and their respective successors and assigns.

7. Counterparts. To facilitate execution, this Amendment may be executed in as many counterparts as may be convenient or required. The signature of, or on behalf of, each party, need not appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Amendment to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages. Any counterpart of this Amendment may be signed by facsimile, and a copy of a signed counterpart of this Amendment transmitted by facsimile shall be deemed effective as an originally executed counterpart hereof.

8. Conflicts. In the event that any conflict is determined to exist between a term or provision of the Purchase Contract and a term or provision set forth in this Amendment, this Amendment shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by such party as of the date first above written.

SELLER:

VILLAGE OF ROSCOMMON, LLC

By: _____

Title: _____

Date: _____

BUYER:

OGA ACQUISITIONS, LLC

By: _____

Bond E. Oman, President

Date: 5/20/13

E PRO TECHNOLOGY I.T. RIGHT KODIAK GROUP BOWEN TECH. PONDER

Maintenance:	\$50 and up (varies) or \$1,200 yr.	\$135 hour / \$2,000 yr.	\$77 hour	N/A	N/A
Anti-Virus:	\$100 for 7 computers	\$15 per computer a yr.	\$15 per computer a yr.	Currently Installed	N/A
Web Hosting:	\$119.40 yr.	\$500 yr.	N/A	360 yr.	\$60 yr.
Web Design:	\$587.95 training included	included w/ web hosting	N/A	\$325 - \$450	\$1,500 training included
Email Hosting:	combined w/ web hosting	combined w/ web hosting	3rd party: unable to provide price	?	N/A
Server Back-Up:	\$60 yr. (no mileage fees)	\$500 yr. (mileage included in contract)	"around \$100 yr" (mileage fees unless in the area)	\$246 yr.	N/A



AuSable Marketing Partners
 Empowering Your Business Presence through Print, Web, and Specialty Advertising
 PO Box 210
 814 Lake St.
 Roscommon, MI 48653

Estimate

Date	Estimate #
5/7/2013	3

Name / Address
Village of Roscommon PO Box 236 Roscommon, MI 48653

Project

Description	Rate	Qty
Website Development - New design and features Up to 10 pages of content	575.00	1
Monthly Hosting - Paid annually	9.95	12
Domain name renewal/transfer	12.95	1
Hourly rate for website training	25.00	2
2 Hours Training Included at no charge	-50.00	
Some of our projects include: www.roscoweekly.com www.charltonhestonacademy.com www.houghtonlakechamber.com www.richfieldtownship.org www.bluegillfestival.com <i>*Taking over Rose. County Community foundation</i> <i>*Tonlin Advisers</i>		
Total		\$707.35

Allen Lowe

From: Levi F. Smith [lsmith@principal-tcn.com]
Sent: Wednesday, May 22, 2013 1:30 PM
To: manager@roscommonvillage.com
Subject: nursing home
Attachments: Levi F Smith Esq .vcf

Hi Allan,

My client proposes to build a 48 room skilled nursing home on your land-5 to 7 acres at the south entrance to the Village.

State Approvals take six months and then there is a 9 month period to design and build.

There will be approximately 48 full time employees employed at this facility. Total cost is approximately \$3.8 million.

Levi Smith JD
Associate Broker
Principal Associates
 3000 Town Center, Suite 2222
 Southfield, Michigan 48075
 Direct: (248) 262-1807
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www.principal-tcn.com

1,200+ Professionals in 200+ Markets Worldwide

