



**Regular Meeting Agenda  
March 13, 2023 – 7:00 P.M.**

**1. Call to order, Roll Call of Council, Pledge of Allegiance, and Invocation**

**1.5 Public Hearing Industrial Park Lot purchase, Lots 21 & 22, Schepke**

**2. Approval of Consent Agenda:**

Miller

- Approval of minutes of the February 13, 2023, Regular Council Meeting
- Approval of minutes of the February 27, 2023, DDA Meeting
- Approval of minutes of the February 27, 2023, Planning Commission Meeting
- Approval of minutes of the January 23, 2023, Planning Commission Meeting
- Approval of February 2023 Sheriff Report
- DPW Update Report, February 2023
- Accept Zoning Director's February 2023 Report
- Accept Letter of Resignation, Heather Roemer
- Approve the Bills to be paid

**3. Approval of Regular Agenda**

Miller

**4. Manager's Report**

Alden

**5. Public Acknowledgement on Agenda Items (Two minutes per speaker)**

**6. Unfinished Business**

- 2022 Audit Report
- Economic Development Update
- Change Order #3, Robert T. Cole Inc. (\$3,325.50)
- Change Order #4, Robert T. Cole Inc. \$114,896.00
- Change Order #7, Elmer's Crane & Dozer, Inc. (\$65,900.10)
- Fleis&Vandenbrink, USDA Water Improvements Project, \$21,400
- Fleis\$Vandenbrink, USDA Wastewater Improvements, \$4,839.06
- Village Snowmobile Route Update

Trent Muller  
Perialas  
Alden  
Alden  
Alden  
Alden  
Alden  
Medina

**7. New Business**

- Transfer of Hiawatha Park Funds
- Resolution Opposing Camp Grayling Expansion
- Industrial Park Purchase
- Easement Transfer back to RARA
- Vacant Village Council Seat

Alden  
Alden  
Alden  
Alden  
Alden

**8. Discussion Items**

**9. Public Acknowledgement (Two minutes per speaker)**

**10. Council Comments**

**11. Items for the Next Agenda**

**12. Adjournment**

# Consent Agenda

Council Minutes

DDA Minutes

DDA Special Minutes

Planning Commission Minutes

Planning Commission Work Session Minutes

RARA Resolution

Sheriff Report

Zoning Report

**VILLAGE OF ROSCOMMON**  
Minutes of the February 13, 2023  
Regular Council Meeting

President Michael Miller called the Regular Council Meeting to order at 7:00 PM. Members of the Council present: Michael Miller, Dan Fishel, Tony Medina, Angela Cook, Maureen Ruddy and Joanne Lederman, with Heather Roemer absent/excused. Others present - Manager Ron Alden, Clerk Frances Dawson. Public present at the meeting were Debbie Emery, Jim Perialas, Sue Jock, and several other members of the community. The Pledge of Allegiance was recited by all and an Invocation was given by Trustee Dan Fishel.

Public Hearing for Grant Submission for RARA at 7:03 pm.  
Public Hearing closed at 7:20 pm.

**CONSENT AGENDA**

Moved by Lederman, seconded by Cook, to accept the Consent Agenda with bills to be paid in the amount of \$51,633.71, and delete the incorrect month Planning Commission minutes.  
Ayes: Ruddy, Medina, Fishel, Cook, Lederman, Miller. Nays: None. The motion carried.

**REGULAR AGENDA**

Moved by Medina, seconded by Cook to approve the Regular Agenda. Ayes: Medina, Fishel, Miller, Lederman, Cook, Ruddy. Nays: None. The motion carried.

**MANAGER'S REPORT**

Alden mentioned the notices on tables for the Crawford-Roscommon Conservation District, Village of Roscommon Walking Guide, and the Winterfest.

The time has expired for the Recreational Marijuana permit application – There was one applicant so the permit was awarded to Five Buds. They will now have to have the building and business approved by the State of Michigan.

Perialas and Alden did an online seminar on Procurement. This includes handling bids, procedures and policies.

We will be starting staff training – the office and DPW staff. This is to keep MEDC Certification. There are lists of classes on the Michigan Planning site.

The Mobile Food Unit Permit for the Village is at the Planning Commission stage. It will come to the Council for review next month.

The Village will be paving three (3) streets repaved this year. Ester Ct., Tisdale, and Hilltop Lane.

Morning with the Manager will be this Thursday – February 16, 2023 at 9:00 am.

The twice yearly County Recycle program may be cut due to the County cut backs because the millage did not pass. They have enough money to do the spring recycle, but not the fall.

Spring Clean-up is set for April 22, 2023.

The Village Audit Report will be presented at the March 2023 meeting.  
Grant update – The grant for the majority of the work for the Hiawatha project is locked in.  
The Sparks Grant for the walking bridge was denied, but we will be reapplying.  
Food Distribution will be Saturday, February 25, 2023 at the school bus garage.

Medina pointed out that the Carnexa Dealership charging station is not listed anywhere on the internet for a public charging station.

#### PUBLIC ACKNOWLEDEMENT ON AGENDA ITEMS

##### UNFINISHED BUSINESS

DPW Report – Debbie Emery

The DPW has been getting caught up on all of their open projects. With winter being so mild they are taking classes, organizing and finishing up projects. All is going very well.  
It was decided that they would wait to hire someone to take over the lab work until closer to spring when they will be back to more testing as this is a down time for that.

Economic Development Update –

Perialas introduced Kurt Kehoe as the new owner of the new candle shop called Up North Candles.

They are taking applications again for the MOM grant.

Updating the Village of Roscommon Walking Map.

Working to improve the relationship between the local school and the Village. To display their art and support them however we can.

Village Facebook Page is doing much better with their added efforts to post more.

They are working with a group on the housing issues in the Village.

They are working on the Master Plan to keep it updated.

Motion to approve USDA F&V 440-11 WW for \$6,024.22 by Cook, seconded by Lederman.

Ayes: Ruddy, Medina, Miller, Fishel, Lederman, Cook. Nays: none. Motion carried.

##### NEW BUSINESS

Motion by Medina, seconded by Ruddy, to approve the submission of the Metro Park Renovation Project DNR Grant Application for \$410,000. Ayes: Medina, Cook, Fishel, Lederman, Ruddy, Miller. Nays: none. Motion carried.

Motion by Fishel, seconded by Cook to accept the General Law Village Act to allow the Village Treasurer to collect Village taxes until February 15, 2024. Ayes: Ruddy, Fishel, Cook, Medina, Lederman, Miller. Nays: none. Motion carried.

Motion by Medina, seconded by Fishel to approve the purchase of the Cemetery Annex Plotting Program for the computer from Fleis & Vandenbrink for \$1,800.00. Ayes: Miller, Fishel, Medina, Lederman, Ruddy, Cook. Nays: none. Motion carried.

Motion by Lederman, seconded by Ruddy to approve Fleis & Vandenbrink to prepare the application to renew the NPDES discharge permit for our wastewater treatment facility. Ayes: Cook, Miller, Ruddy, Fishel, Medina, Lederman. Nays: none. Motion carried.

#### DISCUSSION ITEMS

Medina has concerns about the snowmobile trail through the Village not being marked well enough to follow. The maps are also incorrect that show the trail through the Village.

#### PUBLIC ACKNOWLEDGEMENT

Doug Nagel stated that the trail through the Village is not a designated snowmobile trail according to the Snow Packers. The trail heads on both ends belong to the St. Helen Snow packers and are maintained by them.

A couple of people conveyed their concerns to having a 5G tower in the Village.

#### COUNCIL COMMENTS

Medina- Welcome new Roscommon County Drain Commissioner.

Ruddy – Very happy with the Downtown Walking Guide.

Cook – Glad to see such a great turn out and for voicing their opinions. We appreciate the input.

Lederman – Agrees with Cook. Wants weeds taken care of in the spring in the Village.

Miller – Thank you DPW for doing a great job, thank you to the Council, thank everyone for coming to the meeting.

#### ITEMS FOR THE NEXT AGENDA

Audit report

Master plan from Planning Commission

Ordinance from Planning Commission for Food Truck Vendor license.

Sales of a few lots in the Industrial Park

Compose a resolution to oppose the expansion of Camp Grayling.

Miller wants One Way Sign coming out of Bob's Butcher Shop parking lot .

#### ADJOURNMENT

Moved by Medina, seconded by Cook to adjourn the meeting at 8:31 PM. All in favor. Hearing no objections, the motion carried.

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Michael Miller  
Village President

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Frances Dawson  
Village Clerk



## MEETING MINUTES

February 27, 2023

**Members Present:** CEO Ron Alden, President Thomas O'Brien (4), Vice President Jim Anderson (1), Treasurer Andrea Weiss (4), Diane Love Suvada (2), Crystal Brabant (2), Jessie Sharpe (2), Mike Walker (3), Phil Weiler (3), Welcome Student Members - Riley Carter, Reanna Stern (alternate)

**Virtual:** Peggy Kish (Resident) (4), Secretary Sue Jock (1), Tom Barber (3),

**Excused:** Sue McFatrige (2),

**Absent:** None

**Others Present:** Jim Perialis, Marcie Dankert, Dan Scow (Virtual)

Motion made by to accept the meeting minutes for November by Andrea Weiss, second by Jim Anderson, motion carried.

January 25<sup>th</sup> special meeting minutes, motion by Jim Anderson, second by Andrea Weiss, motion carried.

### (Thru 2/24/23) **Treasurer's Report**

Balance Forward	\$396,519.13
Deposits	\$63,678.36
Balance	\$460,197.49
<i>Bills Approved Prior Month</i>	
<i>Ck #1311 Roscommon Laundry (MOM pre-fund approved 1-23-23)</i>	<i>\$25,000.00</i>
<i>Bills to be approved</i>	
<i>Ck #1309 RARA (ARC 1<sup>st</sup> Q 23)</i>	<i>\$300.00</i>
<i>Ck #1310 Dan Scow</i>	<i>\$800.00</i>
<i>Ck #1312 Dealers Supply</i>	<i>\$181.75</i>
<i>Ck #1313 Dan Scow</i>	<i>\$2,200.00</i>
<i>Ck #1314 Marcie Dankert</i>	<i>\$125.00</i>
<i>Ck #1315 Local Difference, LLC</i>	<i>\$100.00</i>
Ending Balance	\$431,490.74

Motion by to accept treasurer's report as presented by Jim Anderson, second by Mike Walker, roll call, treasurer's report approved.

### **CORRESPONDENCE & PUBLIC COMMENT –**

None-Thank you from MFMFC for our support along with a rebate of \$3000 that went back into funding.

### **COMMITTEE REPORTS**

#### **Managers' Report –**

- Our village clean up April 22 social posting
- Retail recreation marijuana permit awarded to Five Buds.
- Planning commission tonight approval mobile food unit permits ordinance.

- Mornings with manager, 2 meetings, inclement weather, slow start.
- November mileage voted down, hazard collection is not funded. Have enough money to cover spring. Committee meeting to research funding source.
- Auditor at March 13<sup>th</sup> meeting.
- Food distribution last Saturday 17,000 pounds, 190 cars +/-

**Economic Administrators:** Jim Perialis-Dan Scow

- Up to date on all RCC requirements. Training logs are now in place
- Master planning process kick off at planning commission tonight

**Winter Market:** March 11<sup>th</sup> \$590 collected for winter, one more left march 20th. 22 vendors. May 20-Oct 7<sup>th</sup>. Shed for supplies, 4x6 shed, \$476.99 for expenditure, would like submit for reimbursement. Motion made by Jim Anderson second by Diane Suvada, roll call motion carried not to exceed \$500. Attended local source meeting some information on marketing.

**Façade Grants –**

Spruce Lodge new roof	\$5,000 / \$11,900	Paid \$2,500
Fleck's BP Gas - signage	\$5,000 / \$12,500	Approved
Uncommonly Good	\$5,000 / \$27,000	-requested additional information, committee approved. This is an update to the existing siding and windows. Motion by Jim Anderson, second by Ron Alden, roll call motion carried.
Up North Candle signage	\$455.50 / \$911.21	– On Hold
Darrell Hall – 709 Lake Street	\$5,000 / \$16,500	– Committee requested a breakdown of expenditures. Funding for electric and paint, new awning, soffit. Committee reviewed, no objections. Motion by Mike Walker, second by Andrea Weiss, roll call, motion carried.
CRAF Center CIV electrical revisions	\$4,700	Fritch Electrical- Remove electric meter, remove meter, motion by Jim Anderson, second by Ron Alden, roll call motion carried.

**Old Business:**

- Veteran - Thank You for Serving banners-rotate for winter month.
- Downtown rehabilitation grant- Jim Anderson would like to take an opportunity to discuss grant in a meeting or group. Discussion. Committee to be set up and return with recommendations. Façade grant group along with Mike Walker and Dan Scow. Need clarification on some items.
- Recreation Plan funding outside the DDA district - tabled

**New Business:**

- DDA Sponsor sign for Carnexa, ready 4 - \$128 from X-Press Copy
- DDA bylaws update-general discussion
- Match on Main update- committee met last week, recommended Hull Lumber and Bird and Bear.
- Match on Main – pre-fund all future applications-Have a more formal agreement for this process. Motion by Jim Anderson second by Mike Walker, motion carried.
- DDA Revolving Loan Fund-Will discuss with rehab grand, façade grant group meeting

**Liaison Reports:** Clock, Dan suggests by some MEDC options for funding.

Chamber: Chamber redoing website, Winterfest went fairly well. Meeting a Lyon Twp worked out nicely. Visible to traffic. Business Expo in May

Next DDA Meeting – March 20, 2023

Motion by Jim Anderson to adjourn second by Mike Walker, meeting adjourned at 9:27

Secretary-Sue Jock

PLANNING COMMISSION MINUTES  
2-27-2023

1. Call to Order - Chairperson Dixon called to order the regular meeting of the Planning Commission at 5:30 PM at the offices of the Village of Roscommon.
2. Pledge of Allegiance - The Pledge of Allegiance was recited by those present.
3. Roll Call - Roll was taken by Walker. Members present: Don Dixon, Tim Reilly, and Kris Suvada. Members excused: Angela Cook and Steven DeVault. Others present: Ron Alden, Jim Perialas, and Jennie Walker. Remote attendees: Denise Cline and Dan Scow.
4. Approval of Minutes - Dixon asked for any discussion of the January 23, 2023 regular meeting minutes. After no discussion, Reilly made a motion to approve the minutes and Suvada seconded the motion. The motion was carried with all members present voting aye. Again, Dixon asked for any discussion of the work session minutes held on February 6, 2023. There was no discussion and Suvada made a motion to approve the minutes. Reilly seconded the motion. The motion was carried with all members present voting aye.
5. Public Comment - None
6. Old Business
  - A. Master Plan Process – Alden introduced Denise Cline of Northeast Michigan Council of Governments (NEMCOG), who explained the importance of a Master Plan. Cline reviewed the different sections of the current Master Plan and pointed out the chapters that need to be updated. She further explained the draft-to-final adaptation process. Members and attendees asked questions, discussed process options (e.g., public survey, research data collection, zoning ordinance changes, and additional forms needed), and plans to implement the process. Alden and Scow will check into funding options to utilize Cline’s assistance throughout the process. Pending financial resources and level of assistance, tasks will be divided up accordingly to staff and members.
7. New Business
  - A. Mobile Food Unit Ordinance – Alden reviewed the need and purpose of the two ordinances. Members offered recommendations for changes and corrections. Alden will take suggested revisions to legal counsel and present the final draft to members at the next meeting.
  - B. Industrial Park Purchase Lots 21 & 22 Agreement – Alden reported that the purchase agreement was not available but explained the details of the pending purchase. Each lot will be sold for \$3,000. The closing costs and fees will be the responsibility of the buyer. The Village will hold lots 13 and 14 for two years with \$100 down on each. Dixon asked for a motion to approve the purchase agreement as stated and the agreement to hold lots 13 and 14 for two years with \$200 down. Reilly made a motion to approve the stated agreements and Suvada seconded the motion. The motion was carried with all members present voting aye.
8. Correspondence/Reports – Alden shared that the BC Pizza building was sold to the owner of the Rosco/Tin Fish property. The current plan is to remove and rebuild at that location. The new commercial structure would include space for BC Pizza, retail, and another eatery with outdoor seating. Alden also reported that Mark McKee had gotten back the building on the corner of Lake Street and South Main Street from the previous owner. No specific plans for development were noted.
9. Public Comment – Perialas shared that the building on the corner of S. Fifth Street and Robinson Street has been sold and will be redeveloped soon. Specific plans are still pending.
10. Adjournment - A motion of adjournment was made by Reilly and Suvada seconded the motion. The motion was carried by members present. Meeting was adjourned at 6:30 PM.

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Chairperson, Don Dixon

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Date

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Secretary, Jennie Walker

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Date

## PLANNING COMMISSION MINUTES

1-23-2023

1. **Call to Order** - Chairperson Dixon called to order the regular meeting of the Planning Commission at 5:30 PM at the offices of the Village of Roscommon. The regular meeting was scheduled on January 23, 2023, due to village office closure in observance of Martin Luther King Jr. Day on January 16, 2023.
2. **Pledge of Allegiance** - The Pledge of Allegiance was recited by those present.
3. **Roll Call** - Roll was taken by Walker. Members present: Don Dixon, Tim Reilly, Angela Cook, Kris Suvada, Steven DeVault. Members excused: none. Others present: Ron Alden, Jennie Walker, Matt Eichorn
4. **Approval of Minutes** - Dixon asked for any discussion of the previous meeting minutes. Dixon noted an error, but it had already been corrected, so Reilly made a motion to approve the minutes and DeVault seconded the motion. The motion was carried with all members present voting aye.
5. **Public Comment** - Matt Eichorn was introduced but deferred to present during New Business of the regular agenda.
6. **Old Business**
  - A. **Retail Recreational Marihuana Permit** - Alden shared that there was only one applicant for the permit and explained the remaining process. He indicated that the process was working well.
  - B. **Master Plan Process** - Alden stated Denise Cline of Northeast Michigan Council of Governments (NEMCOG) had assisted with the plan development five years ago. He asked her to partake via Zoom on 2-27-2027 to review and provide input on the process as the commission begins to update the Master Plan.
7. **New Business**
  - A. **Economic Development Update** - Alden indicated that he was working with Uncommonly Good and MEDC to find financial assistance as they remodel their building damaged by fire.
  - B. **Mobile Food Unit Licensing Ordinance** - Alden distributed preliminary copies for review.
  - C. **Verizon Tower** - Alden revisited the prospect of Verizon erecting a 225' tower in the mixed-use or industrial park properties. Verizon expressed the need for a 100'x100', but Alden preferred a space of 500'x500' or 5.78 acres due to tower height. The tower would generate approximately \$430,000 over 30 years or about \$2,500/acre each year per preliminary talks. Dixon asked if alternate tower designs were possible to blend in better with surroundings. Alden will explore details more with Verizon and legal counsel.
  - D. **Chasin' Cars Wash & Storage** - Alden introduced Eichorn and his desire to construct storage units behind the established car wash on Edna Street. A site plan was presented. Eichorn fielded questions from members. Eichorn will check into any special permits needed, and Alden will meet with Matt Letz, village building inspector, about any details or concerns that need to be address before approval.
8. **Correspondence/Reports** - Alden and members explored various housing options for the industrial park and the residential/mixed-use property. Alden shared possible water and sewer funding opportunities and well and septic alternatives for potential developments in each area. Planning commission members agreed to meet at the industrial park on February 6 at 5:00 PM to explore housing development options there. If time permits, they will also visit the residential/mixed use properties.
9. **Public Comment** - none
10. **Adjournment** - A motion of adjournment was made by DeVault and Cook seconded the motion. The motion was carried by members present. Meeting was adjourned at 6:47 PM.

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Chairperson, Don Dixon

Date

Secretary, Jennie Walker

Date

# COUNTY of ROSCOMMON

## OFFICE of SHERIFF



*Edward Stern*  
*Sheriff*

**Ben Lowe**  
**Undersheriff**

**Eric Tiepel**  
**Lieutenant**  
**Uniform Services Division**

111 S. Second St.  
Roscommon, MI 48653  
Telephone 989-275-5101 Fax 989-275-5843  
Email: [roscosheriff@roscommoncounty.net](mailto:roscosheriff@roscommoncounty.net)

**Angela Ackley**  
**Lieutenant**  
**Investigative Services**

**Laurie Beck**  
**Lieutenant**  
**Jail Administrator**

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### Village Patrol February Statistics

Mileage	247
Hours	59
Stops	10
Verbal Warnings	9
Citations	2
Criminal Complaints	5
Non-Criminal Complaints	2
Report Writing	6
Accidents	0
Property Checks	34

Arrests	4
FOC Warrant	
Driving While Revoked	
Possession of Narcotics	
Domestic Assault	

### Complaint Type

Welfare Check  
911 Hangup  
Assault & Battery

Feb-23 **Additional Village Activity**

Hours	3
Criminal Complaints	2
Non Criminal Complaints	5
Traffic Stops	9
Verbal Warnings	7
Citations	2
OWI Arrests	
Other Arrests	1
Accidents	1
Assist EMS	1

**Other Assignments**

**Type of Complaints Handled**

Non Traffic PDA  
Fire  
DHS Referral  
Trespassing  
Disorderly Person  
Physc/Intoxicated subject  
Traffic Complaint

**Arrests**

Warrant Arrest

### **DPW Report For March 2023 Council Meeting**

Here are some of the key points I would like to take time to acknowledge.

- ❖ USDA Update: For Sewer We are currently waiting on parts for the main lift still. For Water we are working with Mission Point to get the last water meter installed. Other than those two things we are wrapping up punch list with the contractors.
- ❖ MRWA Conference is this week and Gary and Andrew will be attending to earn CEC's for water and waste water.
- ❖ We have been spending a lot of time working around the DPW shop getting things organized and cleaned up.
- ❖ We have been spending time making sure that snowbanks are pushed back for more snow, and storm drains are kept open for when snow melts.
- ❖ Wells and Lift stations are all working properly.
- ❖ We started moving water down to the wetlands in preparation to begin discharging next month.

Always feel free to contact me with question or concerns.

Thank You Kindly,

Debbie Emery

DPW Director



702 Lake Street • P.O. Box 236 • Roscommon, Michigan 48653  
Telephone (989) 275-5743 • Fax (989) 275-5998

**BUILDING AND ZONING REPORT FOR THE MONTH OF February 2023**

2/1/2023: Meet with owner of laundry mat to go over plans to expand

2/8/2023: Issue permit for 700 Edna St.

2/18/2023: Footing inspection at 700 Edna St.

2/22/2023: Final inspection at 704 Lake St.

Respectfully Submitted,

James R. Letts  
Building Official and Zoning Administrator


*"This institution is an equal opportunity provider."*

*TDD (800) 649-3777*

**ROSCOMMON, MICHIGAN • INC. 1885**

## Letter of Resignation

Heather Roemer <h.roemer@charter.net>

Tue 3/7/2023 8:46 AM 

To: Ron Alden <manager@roscommonvillage.com>

To Whom it May Concern,

I am submitting my letter of resignation as a trustee for the Village of Roscommon effective immediately. I have struggled with this decision but after having to miss several meetings in the past year because of growing family obligations I feel that I am no longer able to put the amount of time needed into this position. I have truly enjoyed my time on the council to make our village better. I look forward to seeing the continued progress on the projects that are in progress and the many that I am sure are to come.

Sincerely,  
Heather Roemer

Sent from my iPhone

## UNFINISHED BUSINESS

2022 Audit Report will be available at the meeting.

Change Order #3, Robert T. Cole

Change Order #4, Robert T. Cole

Change Order # 7, Elmer's.

Fleis&Vandenbrink USDA Water

Fleis&Vandenbrink USDA Wastewater

Date of Issuance: 2/28/23	Effective Date: 2/15/23
Owner: Village of Roscommon	Owner's Contract No.:
Contractor: Robert T. Cole, Inc.	Contractor's Project No.:
Engineer: Fleis & VandenBrink	Engineer's Project No.: 838947
Project: Village of Roscommon USDA Water Supply Improvements	Contract Name: Contract 2 – Water Supply



The Contract is modified as follows upon execution of this Change Order:

Description:

- Deduct \$3,325.50 for balancing utility allowance amounts
- Contract times to be extended to accommodate material delivery times. **Add:90 days**

Attachments: DTE and Consumers Utility Invoices

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:  \$ 789,815.00	Original Contract Times: Substantial Completion: <u>280 (2/17/2022)</u> Ready for Final Payment: <u>310 (3/19/2022)</u> days or dates
Increase from previously approved Change Orders No. 1 to No. 1:  \$ 9737.00	Increase from previously approved Change Orders No. 1 to No. 1: Substantial Completion: <u>150 (7/17/2022)</u> Ready for Final Payment: <u>150 (8/16/2022)</u> days
Contract Price prior to this Change Order:  \$ 799,552.00	Contract Times prior to this Change Order: Substantial Completion: <u>550 (11/30/2022)</u> Ready for Final Payment: <u>580 (03/30/2023)</u> days or dates
Decrease of this Change Order:  \$ (3,325.50)	Increase of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>90</u> days or dates
Contract Price incorporating this Change Order:  \$ 796,226.50	Contract Times with all approved Change Orders: Substantial Completion: <u>550 (11/30/2022)</u> Ready for Final Payment: <u>670 (03/30/2023)</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: 	By: _____	By: 	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: Project Manager	Title: Village Manager	Title: Project Manager	
Date: 2-28-23	Date: _____	Date: 2-28-23	

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



A CMS Energy Company

**CEM Support Center**

Consumers Energy, CEM Support Center, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

November 3, 2021

NOTIFICATION #'s:

ELECTRIC SERVICE: 1054595364  
ELECTRIC OH DISTRIBUTION: 1056051813

VILLAGE OF ROSCOMMON  
PO BOX 236  
ROSCOMMON, MI 48653-0236

REFERENCE: 222 GEORGE ST UNIT C, ROSCOMMON

Dear Valued Customer,

Thank you for contacting Consumers Energy for your energy needs. Please note the Notification Number above and include it on any correspondence you send. Please note the Account Number, located above the Account Name on your invoice, when submitting payment.

A copy of our proposed design drawings are enclosed.

The estimated cost for your energy request is as follows:

Refundable Agreement for Installation of Electric Facilities:	\$ 15,558.00
Non Refundable Agreement for Installation of Electric Facilities:	
Overhead Electric Service	
Underground Electric Service:	\$ 1,947.50
Excess Footage Charge:	
Temporary Electric Service:	
Winter Construction Costs:	\$ -
Additional Costs (See Invoice):	
<b>Total Estimated Cost</b>	<b>\$ 17,505.50</b>
Less Prepayment Received:	\$ -
<b>Total Estimated Cost Due:</b>	<b><u>\$ 17,505.50</u></b>

Costs may also result from practical difficulties encountered during construction and additional payment may be required if:

- Work presently designed is done outside normal business hours.
- Change to the location of the service entrance.
- Changes to the design or route.
- Other construction delays.

Enclosed is a copy of the Agreement for Installation or Modification of Electric Facilities and invoice that is valid for 60 days from the date of this letter and is subject to change thereafter. This cost estimate includes only work required for Consumers Energy and does not reflect any work or costs that may be required by other parties, including other utilities. Please review and sign the Agreement for Installation of Electric Facilities and return in the envelope provided or email to: POBoxCEServiceRequest@cmsenergy.com. You will receive a copy of the agreement after it is signed and dated by a Consumers Energy company representative. Once we receive your payment and any required easements, contracts, permits or inspections we can proceed with your request. Payment in full is required before the installation will be scheduled for construction.

**CONTACT OUR SECURE CREDIT/DEBIT CARD PAYMENT CENTER @ 1-866-329-9593 TO PAY "FEE FREE" WITH YOUR VISA OR MASTERCARD OR MAKE A PAYMENT ONLINE AT: [www.consumersenergy.com](http://www.consumersenergy.com) AND CLICK "MAKE PAYMENT" TO USE THE GUEST PAY FEATURE.**

Please review all attached materials carefully and direct inquiries for your request to:

CHRISTOPHER JANISSE at 989-329-7541



A CMS Energy Company

Dear New Electric Customer:

Thank you for your request for electric service. In order to expedite your request and meet your schedule, we have developed the following list of items requiring action by you (Customer Responsibilities). These requirements must be met before we can install your service.

**CUSTOMER RESPONSIBILITIES**

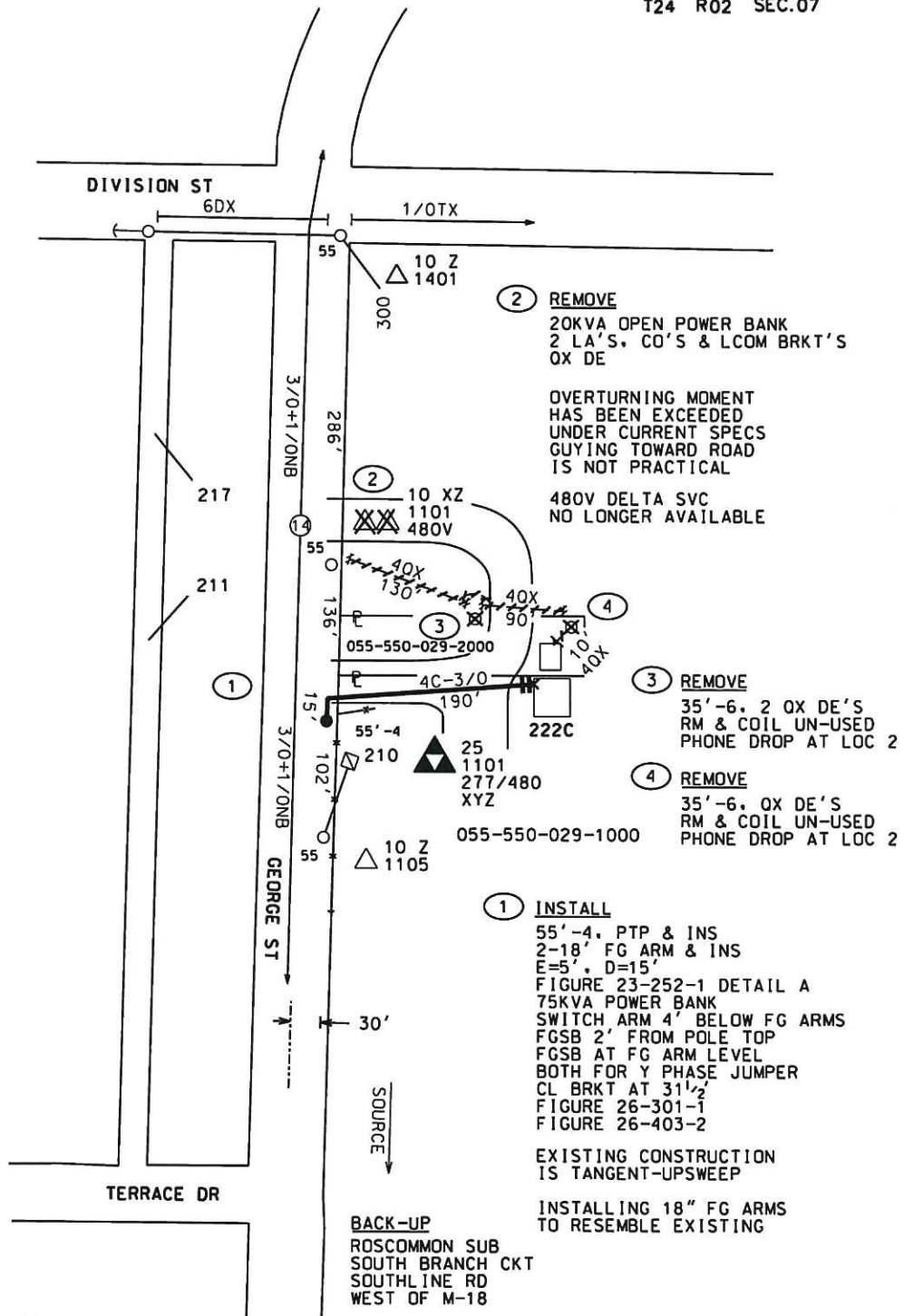
- 1) Service Location: A copy of our design document may be included in your customer packet. If included, your service entrance equipment should be located at the spot indicated by an "X" as shown on the design document (Form 2804). Install the meter socket 3½ - 5 feet above final grade of this location.
- 2) Meter Socket: Residential metering equipment furnished free of charge, owned and maintained by Consumers Energy includes: meters and one or two position self-contained meter sockets. Contact the company representative assigned to your notification for locations to pick-up the meter socket. For metering installations that require a three or more position self-contained meter socket, the customer will be required to purchase approved meter sockets from a distributor or supplier of their choice.
- 3) Payment: An invoice may be included in your customer packet. If included, the deposit amount on the invoice must be paid prior to installation of your service. Additional charges may apply and will be billed/or a refund issued upon completion of your service installation.
- 4) Site Conditions: The site must be within three (3) inches of final grade before we can install your service. If you have requested an underground service, you will need to clear a 12-foot wide path that is free of building materials, brush, trees, shrubs, etc, along the proposed service route to avoid delays. Our Forestry Department can provide this service for you at an additional charge. For overhead service, nominal line clearing will be provided at no charge. Any extensive line clearing may require additional charges. After your service is installed, we will backfill and place excavated earth over the trench. You are responsible for the final restoration and ensuring that the grading over the trench is at the required level.
- 5) Staking: To avoid damage, you must mark (stake) your existing private underground facilities such as: well, septic systems, sprinkler system, any underground wires, buried LPG tanks, piping, or other unusual buried facilities. These stakes must be apparent when we arrive to install the service. We cannot reimburse you for damage to facilities that are not properly staked. You do not need to stake the utilities' electric, gas or communication lines.
- 6) Mobile Home or Temporary Service: If you requested service to a mobile home or temporary electric service, you will be required to set your own pole or install a pipe for underground service in accordance with Consumers Energy specifications. Contact the Consumers Energy representative assigned to your notification for additional information.
- 7) Construction Repair: If additional line work is required to reach your location due to site conditions or other unusual circumstances, extra charges may be incurred.
- 8) **ELECTRICAL INSPECTION: YOU ARE RESPONSIBLE FOR ENSURING THAT ALL ELECTRICAL PERMITS AND INSPECTIONS ARE OBTAINED BEFORE ANY SERVICE CONNECTIONS CAN BE MADE. WIRINGS MUST COMPLY WITH LOCAL AND STATE ELECTRICAL CODES. NOTE: CAUTION SHOULD BE USED WHEN WORKING INSIDE FUSE PANEL. PANEL MAY BE ENERGIZED AFTER SERVICE IS**
- 9) Additional Charges: Underground services installed during the months of December through April may be subject to an additional charge. Unusual site conditions may also require an additional charge. These charges will be communicated to you in advance of construction.
- 10) Joint Trenching: Discounts for installation of electric and gas service in the same trench (joint trench) are applied in calculating the gas service contribution.
- 11) Usage Rate: Customers are billed at a general service rate while the structure is under construction. If the structure is a home, then the owner of the home, upon receiving a Certificate of Occupancy, should call 1-800-477-5050 to ensure the gas and/or electric rates are changed to an appropriate rate.

Please keep these procedures in a convenient location to review as we proceed with designing your service and constructing the job. If any of the characteristics of the service request are changed and not communicated to us, you may experience delays and/or additional charges.

If you have any questions regarding these requirements please direct inquiries to:

**CHRISTOPHER JANISSE** at 989-329-7541

ROSCOMMON CO  
HIGGINS TWP  
T24 R02 SEC.07



VILLAGE OF ROSCOMMON  
REPLACING 40HP/40HP PUMP MOTOR  
AND ASSOCIATED EQUIPMENT  
FOR NEW WELL

OLD WELL BUILDING  
TO BE DEMOLISHED

40HP MOTOR WITH VFD  
ELECTRIC HEATER AND LIGHTS

	VOLTAGE DROP	FLICKER	TRANSFORMER DEMAND LOAD (KVA)	MOTOR LOAD
EXISTING				
PROPOSED	2.4	1.8	48	40KVA

PROJECT COORDINATOR  
CHRIS JANISSE  
989-516-4111 OFFICE  
989-329-7541 CELL  
LVD DESIGNER  
JIM LEEDY  
989-516-4113 OFFICE  
989-329-1834 CELL

NOTIFICATION 1056051813

ORDER NUMBER

**-CONSTRUCTION CERTIFICATION-**  
Work was constructed as Engineered or Changed as Indicated.  
All Salvageable Material Was Returned to Stores.  
Signed \_\_\_\_\_ in Direct Charge of Work  
Dates: Started \_\_\_\_\_ Completed \_\_\_\_\_  
MISS DIG NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

STAKED	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
TREES	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
TLM NUMBER	# OF RODS	OHMS
2402071101		

*Consumers Energy*  
A CMS Energy Company  
DESIGNED BY JPLEEDY  
DATE 01/06/21  
APPROVED BY  
SCALE 1"=100'

222 GEORGE ST UNIT C - ECNC CLO  
For: VILLAGE OF ROSCOMMON  
222 GEORGE ST UNIT C  
SUBSTATION ROSCOMMON  
CIRCUIT S. BRANCH  
WD NO. 1299  
CCT NO. LCP NO. 0221

ORDER TYPE	MAINTENANCE	DESIGN NUMBER
ECNC	CLO	11213412



**COMPUTATION OF ELECTRIC  
DISTRIBUTION SYSTEM LINE EXTENSION  
DEPOSIT AND CONTRIBUTIONS  
(GENERAL SERVICE)**

Attachment to Agreement

Dated 11/3/2021

between Consumers Energy Company

and VILLAGE OF ROSCOMMON

Estimated cost (not including applicable "Nonrefundable Contribution" (below) ) ..... \$ 15,558.00

Company's Share of Cost : Three times estimated increase in annual revenue of  
\_\_\_\_\_ ( \$5,860.00 total estimated annual revenue  
from permanent customers minus \$5,860.00 present annual revenue  
from permanent customers) for permanent customers to be immediately served when  
the extension is completed .....

**TOTAL LINE EXTENSION DEPOSIT SUBJECT TO REFUND** ..... \$ 15,558.00

**NONREFUNDABLE CONTRIBUTION:**

1. Nonrefundable contribution for additional cost for alternate route due to Applicant not securing easements, right of way and tree-trimming permits, and items requested or made necessary by the Applicant. + \$ \_\_\_\_\_

2. Nonrefundable contribution for winter construction ..... + \$ \_\_\_\_\_

**TOTAL NONREFUNDABLE CONTRIBUTION** ..... \$ \_\_\_\_\_

**TOTAL PAYMENT** ..... \$ 15,558.00

**SCHEDULE OF REFUNDS**

1. Original Customers

At the end of each of the five 12-month periods during the five-year period beginning three months following the date the line extension is completed, the Company will refund to the Applicant three times the amount that actual revenue from original permanent customers exceeds the base annual revenue. The 'base annual revenue' equals the total estimated annual revenue from permanent customers stated above; provided that if for any 12-month refund period the actual revenue upon which the refund is based exceeds the base annual revenue. Said actual 12-month revenue will be the base annual revenue for calculations of future refunds.

2. Additional Connected Customers

The Company will refund \$1,000 for each permanent residential customer and/or three times the first year's estimated annual revenue for each permanent general service customer who during the five-year refund period connects directly to the line extension covered by this Agreement. Directly connected customers are those who do not require the construction of more than 300 feet of primary and/or secondary distribution line. Refunds will not be made until the original customer(s) or equivalent is actually connected to the extension. Refund will not include any amount of Nonrefundable contribution.

The following customers (original permanent customers) are to be immediately served when said line extension is completed:

Name

### Location

VILLAGE OF ROSCOMMON

222 GEORGE ST UNIT C,ROSCOMMON



A CMS Energy Company

**CEM Support Center**

Consumers Energy, Lansing Service Center, Rm. 122, 530 W. Willow St., P.O. Box 30162 Lansing, MI 48909-7662

<b>PLEASE RETURN THE CHECKED DOCUMENTS BELOW TO CONSUMERS ENERGY IN THE ENVELOPE PROVIDED</b>	
<b>TO EXPEDITE SERVICE, RETURN VIA EMAIL TO:</b> <a href="mailto:POBoxCEServiceRequest@cmsenergy.com" style="color: blue; text-decoration: underline;">POBoxCEServiceRequest@cmsenergy.com</a>	
<input checked="" type="checkbox"/>	<b>AGREEMENT FOR INSTALLATION</b> (Please return all pages of contracts) (Form 93, Form 94 and Form 95 - 2 Page Document Each) (Form 861, Form 862 and Form 230 - 4 Page Document Each)
<input checked="" type="checkbox"/>	<b>PAYMENT WITH INVOICE STUB</b> (BOTTOM STUB IS REQUIRED FOR PROCESSING)
<input type="checkbox"/>	<b>REQUEST FOR ELEVATED CUSTOMER DELIVERY PRESSURE</b>
<input type="checkbox"/>	<b>STANDARD LIGHTING CONTRACT</b> (MUST BE CERTIFIED BY CLERK)
<input type="checkbox"/>	<b>SIGNED CUSTOMER ATTACHMENT PROGRAM (CAP) CONTRACT</b> (PLEASE ENSURE TO CHECK PAYMENT OPTION ON CONTRACT)
<input checked="" type="checkbox"/>	<b>GO READY FORM (FORM 1250)</b> TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <a href="mailto:POBoxCEServiceRequest@cmsenergy.com" style="color: blue; text-decoration: underline;">POBoxCEServiceRequest@cmsenergy.com</a>
<input type="checkbox"/>	<b>SITE READY PHOTO(S)</b> TO EXPEDITE SERVICE, RETURN VIA EMAIL TO: <a href="mailto:POBoxCEServiceRequest@cmsenergy.com" style="color: blue; text-decoration: underline;">POBoxCEServiceRequest@cmsenergy.com</a>
<input type="checkbox"/>	<b>OTHER:</b>
<b>NOTIFICATION REFERENCE NUMBERS</b>	
ELECTRIC SERVICE NOTIFICATION:	1054595364
GAS SERVICE NOTIFICATION:	
ELECTRIC OH DISTRIBUTION NOTIFICATION:	1056051813
ELECTRIC UG DISTRIBUTION NOTIFICATION:	
GAS MAIN NOTIFICATION:	
STREETLIGHT NOTIFICATION:	



AGREEMENT FOR INSTALLATION  
OF ELECTRIC FACILITIES (REFUNDABLE)

PART I

Effective Date: 11/3/2021 Notification Number: 1056051813 (Drawing Attached, Exhibit A)

Company:

Customer:

CONSUMERS ENERGY COMPANY  
a Michigan Corporation

VILLAGE OF ROSCOMMON  
(Name)

530 W. Willow St

PO BOX 236  
(Street and Number)

Lansing, MI 48909-7662  
(Address)

ROSCOMMON, MI 48653-0236  
(City, State and Zip Code)

Attention: \_\_\_\_\_

Service Location: 222 GEORGE ST UNIT C,ROSCOMMON

Township HIGGINS

County ROSCOMMON

Town 24

Range 02

Section 07

Service Characteristics: Three Phase 277/480 Volt

Extension Type: Overhead

Total Payment: \$ 15,558.00

(a) Part II, Terms and Conditions for Line Extension and (b) Computation of Electric Distribution System Line Extension Deposit and Contribution (Residential/General Service) are attached hereto and are a part of this Agreement. CUSTOMER ACKNOWLEDGES HAVING READ SAID ATTACHMENTS.

CONSUMERS ENERGY COMPANY

VILLAGE OF ROSCOMMON  
(Customer)

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Print or Type Name)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

Title \_\_\_\_\_

Title \_\_\_\_\_



**AGREEMENT FOR INSTALLATION  
OF ELECTRIC FACILITIES (REFUNDABLE)**

**TERMS AND CONDITIONS  
PART II**

1. The Company, subject to the provisions of this Agreement, shall furnish, install, own and maintain an electric line extension consisting of primary and secondary cables, transformers, power terminals, primary service connections and associated equipment and any other underground or overhead line extension facilities which are required in connection therewith, but not including secondary service connections, to make available alternating current, 60 hertz, electric service to Applicant's service location identified in Part I. If the line extension is to serve a residential subdivision, the Applicant shall record the plat of the subdivision in the office of the Register of Deeds in the County where the subdivision is located, if it is not already so recorded. The facilities included in the line extension and its approximate location, or in the case of a residential subdivision the location of the subdivision, are shown on the drawing attached as Exhibit A. If said line extension is to serve a residential subdivision, it shall be designed and installed so that the Company may serve streetlighting luminaries therefrom. The character and location of all streetlighting equipment, if installed by the Company, and all equipment constituting the line extension shall conform to specifications prepared by the Company. Streetlighting service is not covered by this Agreement and, if provided by the Company, shall be the subject of separate agreement between the Company and the governmental body requesting such service. The character and location of all equipment constituting the line extension shall conform to specifications prepared by the Company. Said line extension system shall be used for furnishing the Company's electric service to the Applicant and to such other persons along such line extension, or beyond the same, as may become customers of the Company; provided, however, that such line extension shall remain a separate, distinct unit for purposes of this Agreement and any further extension therefrom shall have no effect upon this Agreement. Further, secondary service connections between such line extension and any buildings or other facilities to be served therefrom are not covered by this Agreement and shall be the subject of separate agreements between the Company and parties requesting such service connections.

2. The Applicant shall pay to the Company, upon the execution hereof, the "Total Payment" as set forth in Part I and in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" attached, after deducting the allowance for the investment under the Company's line extension policy. If an underground line extension is included under this Agreement, said "Total Payment" may include a nonrefundable contribution as stated in said "Computation of Electric Distribution System Line Extension Deposit and Contribution," computed in accordance with Rule C6.2 of the General Rules and Regulations included in the Company's Schedule of Rates Governing the Sale of Electric Service (Rate Schedule) as filed with the Michigan Public Service Commission. No portion of a nonrefundable contribution, nor of any other nonrefundable contribution required hereunder, shall be refunded (except as otherwise provided in Section 4, 5, 7 and 8 hereof) nor any interest paid thereon by the Company.

3. The Company will backfill and place excavated earth over any area of construction; the Customer is responsible for the final restoration of the construction area. In regard to any amount identified as "Line Extension Deposit Subject to Refund" in said "Computation of Electric Distribution System Line Extension Deposit and Contribution," the Company will refund to the Applicant in accordance with the attached "Schedule of Refunds." No refund shall be made in excess of said refundable amount and said amount shall bear no interest. Any portion of said amount remaining unrefunded at the expiration of the fifth 12 months' period next succeeding the month during which the line extension is completed, shall be retained by the Company.

4. If the underground electric line extension or any portion thereof is to be installed between December 15 and April 15, the Applicant shall pay the Company, prior to installation of said extension or portion thereof, an additional nonrefundable contribution (winter charge) per trench foot as stated in the "Computation of Electric Distribution System Line Extension Deposit and Contribution" for the portion of said line extension installed during said period. The Applicant will receive a credit for any part of said winter charge paid by other utilities for joint use of the trench or paid by the Applicant for installation, by the Company, of gas pipe in the same trench. No portion of said line extension will be installed between December 15 and April 15, unless the Applicant has paid such additional contribution. Further, a nonrefundable contribution in addition to that provided for herein may be required where, in the Company's judgment, practical difficulties (not considered in determining the nonrefundable contribution included herein) such as water conditions or rock near the surface are encountered during construction. If the Customer does not make the additional contribution within 15 days after written notice of the amount of the additional contribution, the Company may, at its option, refund all payments made to it hereunder by the Applicant, without interest, and with reasonable expenses incurred by the Company on account of this Agreement deducted therefrom, and this Agreement shall thereupon terminate.



**AGREEMENT FOR INSTALLATION  
OF ELECTRIC FACILITIES (REFUNDABLE)**

**TERMS AND CONDITIONS (CONT.)**

5. Prior to the installation of the line extension, and as a condition precedent thereto, the Applicant shall secure and deliver to the Company, at no expense to the Company, recordable easements, in form and substance satisfactory to the Company, granting all necessary rights of way for installation and maintenance of said line extension. If said line extension is to serve a residential subdivision, said easements shall include, but not by way of limitation, rights of way for streetlighting in the subdivision by means of underground facilities, notwithstanding that the Company does not undertake to provide streetlighting facilities and service as a part of this Agreement. If said easements are not secured and delivered to the Company within thirty (30) days after execution of this Agreement, the Company may, at its option, refund all payments made to it hereunder by the Applicant, without interest, and with reasonable expenses incurred by the Company on account of this Agreement deducted therefrom, and this Agreement shall thereupon terminate.

6. For any underground facilities included in the line extension, the Applicant shall provide, at no expense to the Company, rough grading (not more than three inches below finished grade) so that the underground facilities can be properly installed in relation to the finished grade level. If said line extension is to serve a residential subdivision, after rough grading, the Applicant shall install and maintain, at no expense to the Company, permanent survey stakes indicating all property lines in the subdivision. Applicant shall maintain the average ground elevation within six feet of any cable, conduit, wire, conductor or other underground facility thereafter at a level not to exceed twelve inches above or three inches below the grade level established at the time of installation of said underground facilities. Further, Applicant shall maintain the ground surface elevation in an area four feet wide around any transformer pad, subsurface transformer, junction vault or other support at an elevation of not less than three inches and not more than six inches below the base of any transformer mounted on a pad or other support and not more than six inches below the top of any subsurface transformer or junction vault; provided, however, that changes in the ground surface elevation in excess of the limits herein prescribed may be permitted upon written consent of the Company.

7. Upon execution of this Agreement and compliance in full by the Applicant with all conditions to be performed by him as contained herein and in the Rate Schedule, the Company, subject to weather, labor disputes, availability of necessary materials, and any other cause beyond the reasonable control of the Company, shall construct such line extension. Notwithstanding the foregoing, if, in the sole judgment of the Company, it does not appear that all of the customers (or their equivalent) upon which the "Free Footage Allowances" and/or the "Company's Share of Cost" (as the case may be) is based, as stated in said "Computation of Line Extension Deposit and Contribution," will in fact require and be prepared to receive electric service upon completion of such line extension, the Company may, upon notice thereof to the Customer, postpone construction of said extension until such time as, in the sole judgment of the Company, permanent customers requiring such quantity of electricity will require and be prepared to receive electric service. In the event of such postponement by the Company the Applicant may, upon notice thereof to the Company, cancel this Agreement at any time prior to the commencement of installation of said line extension by the Company. If prior to the end of any such postponement by the Company, the "Line Extension Deposit Subject to Refund" required for installation of such line extension increases or decreases due to changes in the estimated cost, the Company may, prior to construction of such line extension, require the Applicant to (1) execute an amendment to this Agreement reflecting said changes in cost and (2) pay such additional cost. If the Applicant fails to execute such amendment and pay such additional costs within thirty (30) days after presentation of such amendment to the Applicant, or if any such postponement of construction continues for more than twelve months, the Company may, upon notice thereof to the Applicant, cancel this Agreement. In the event of such cancellation either by the Applicant or by the Company as aforesaid, the Company shall refund all payments made to it hereunder by the Applicant, without interest.

8. If at any time more than sixty (60) days after the effective date of this Agreement and prior to commencement of installation of said line extension by the Company the "Line Extension Deposit Subject to Refund" and/or nonrefundable contribution(s) required for installation of such line extension increase or decrease due to changes in the Rate Schedule, the Applicant will be required, prior to installation of such line extension, to (1) execute an amendment to this Agreement reflecting said changes, and (2) pay any additional amounts required by the Company as a result of said changes. If the Applicant fails to execute such amendment and pay such additional amounts, if any, within thirty (30) days after presentation of such amendment to the Applicant the Company may, upon notice to the Applicant, cancel this Agreement. In the event of such cancellation by the Company as aforesaid, the Company shall refund all payments made to it hereunder by the Applicant, without interest.



**AGREEMENT FOR INSTALLATION  
OF ELECTRIC FACILITIES (REFUNDABLE)**

**TERMS AND CONDITIONS (CONT.)**

9. The Applicant shall have no ownership in said line extension by reason of any payment made hereunder. This Agreement and the installation and operation of said line extension shall be subject to the Rate Schedule as may be applicable including Rule C6.1, "Overhead Extension Policy," and C6.2, "Underground Policy," copies of which will be furnished to the Applicant upon his request. This Agreement and the benefits and obligations thereof may be transferred by the Applicant only upon the Company's prior written consent. Any other attempted transfer by Applicant shall be void.

10. All notices require hereunder shall be in writing and shall be sent by United States mail or delivered in person to the parties at their respective addresses as set forth in Part I. Either party may at any time change the addressee or address to which notices to it are to be mailed or delivered by giving notice of such change to the other party.

11. With respect to the subject matter hereof, this Agreement supersedes all previous representations, negotiations, understandings or agreements, either written or oral, between the parties hereto or their representatives, and constitutes the entire agreement of the parties.

12. This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither Party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

**13. Additional Items**

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VILLAGE OF ROSCOMMON  
PO BOX 236  
ROSCOMMON MI 48653-0236

Amount Due: **\$17,505.50**

Please pay by: **November 17, 2021**

Invoice Number 9321719149

PO Number

PO Date

Bill Date 11/03/21

Account: **3000 1908 1987**

222 GEORGE ST UNIT C ROSCOMMON - ELECTRIC UTILITY RELOCATION - NOTIFICATION NUMBER (s): -  
1054595364 - - 1056051813 - - -

## NONENERGY INVOICE

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Electric Over Head Refundable Contract	1.0 EA	\$15,558.00	\$15,558.00
Electric Relocate OH to UG - Services	205.0 EA	\$9.50	\$1,947.50

**TOTAL DUE:** \$17,505.50

**See Page 2 for Payment Options.**

Consumers Energy is regulated by the Michigan Public Service Commission, Lansing, Michigan

**INVOICE QUESTIONS - Contact: CHRISTOPHER JANISSE -989-329-7541 -**

Fold, detach and mail this stub with your check made payable to Consumers Energy. Please write your account number on your check.



CONSUMERS ENERGY  
CEM Support Ctr - Lansing RM 122  
PO Box 30162  
Lansing, MI 48909-7662

PREPAYMENT REQUEST

Account: **3000 1908 1987**

Amount Due: **\$17,505.50**

Please pay by: **November 17, 2021**

Enclosed:

6 330031054461 000017505504 0000 2056 0 300019081987 H

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### Ways to pay your nonenergy bill:



**Same-day payment**  
ConsumersEnergy.com  
Discover® MasterCard®  
Visa® or eCheck



**Same-day payment**  
866-329-9593  
Discover® MasterCard®  
Visa® or eCheck



**By mail**  
Check, money order  
Consumers Energy  
Payment Center  
P.O. Box 740309  
Cincinnati, OH 45274-0309



**In person**  
Cash, check, card  
or money order  
Varies by authorized payment location  
Fee may apply

## GO-READY Checklist Natural Gas & Electric Request



Thank you for contacting Consumers Energy for your energy needs. This form is a requirement for scheduling your service installation. You will receive a contact from Consumers Energy one to two days before our scheduled arrival. If it is deemed any of the requirements are not met upon our arrival, Consumers Energy reserves the right to reschedule your job.

Please return completed Checklist to one of the following (e-mail preferred):

E-mail: [poboxceservicerequest@cmsenergy.com](mailto:poboxceservicerequest@cmsenergy.com) Fax: 517-374-2424 Mail: Consumers Energy Service Request, 530 W Willow St, Lansing, MI 48906

Notification #: 1054595364 1056051813

Service Address: 222 GEORGE ST UNIT C, ROSCOMMON

Please check all requirements on the checklist below before returning this document. Providing accurate information upon completion when submitting your form helps assure construction execution upon crew arrival.

	YES	N/A
1. Has your payment been submitted to Consumers Energy?	<input type="checkbox"/>	<input type="checkbox"/>
2. Has your gas meter location been clearly marked, and/or your electric meter socket properly installed at the agreed upon location?	<input type="checkbox"/>	<input type="checkbox"/>
3. Has your electric meter been inspected and approved by the local city/township inspector?	<input type="checkbox"/>	<input type="checkbox"/>
4. Is the site within 3 inches of final grade?	<input type="checkbox"/>	<input type="checkbox"/>
5. Is a 12' wide path clear of debris and construction equipment?	<input type="checkbox"/>	<input type="checkbox"/>
6. Site Ready Photo (subdivision services only). Include photo with Checklist.	<input type="checkbox"/>	

Making Consumers Energy aware of any customer owned, underground facilities present, by clearly identifying and indicating the facility of their location reduces the risk of damages. Locate or expose any privately owned underground facilities or buried obstructions including, but not limited to:

	YES	N/A		YES	N/A
Septic tank (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Underground yard lighting	<input type="checkbox"/>	<input type="checkbox"/>
Drain field (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Sprinkler systems	<input type="checkbox"/>	<input type="checkbox"/>
Well (Existing or future)	<input type="checkbox"/>	<input type="checkbox"/>	Electronic dog fences	<input type="checkbox"/>	<input type="checkbox"/>

Other:

These facilities must be marked with stakes, spray paint or flags. Consumers Energy and/or its agents will not be held responsible for damage that occurs to customer-owned underground facilities that are not properly located and marked before service installation.

After services are installed, excavation will be backfilled. Final restoration is your responsibility.

Thank you for your partnership!

Printed Name:

Signature:

Date:

Form 1250 9-2015

Print

Page 1 of 1

WR #	58262911	Prem. #	5112890698
AWR #	58263065		

## ALTERATION OF GAS SERVICE

# DTE

Address: 222 GEORGE

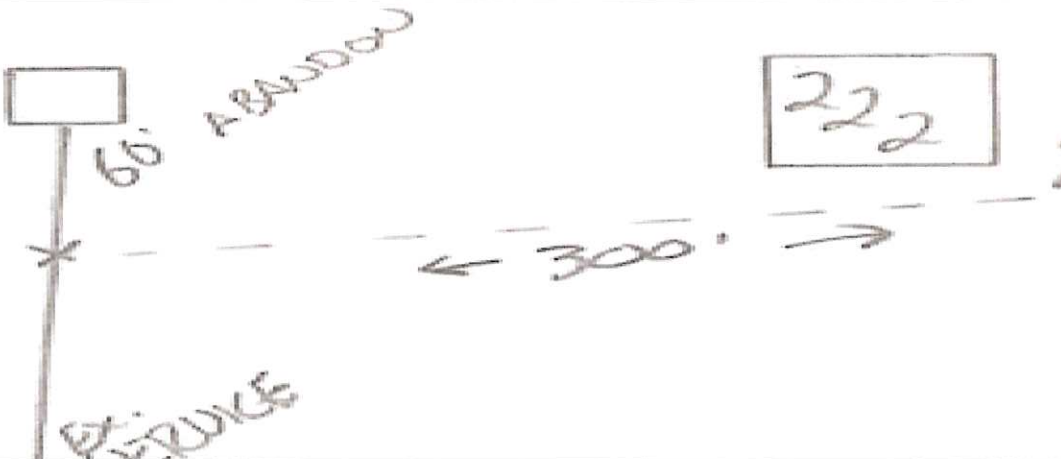
Name	VILLAGE OF ROSCOMMON	Phone Number	616.977.1000	2nd Phone	231.720.5656	Date Wanted	
Premise Address	222 GEORGE	Station	GRYSC	Jurisdiction/Township		Zip Code	48653
Mailing Address:	214 S MAIN ST			ROSCOMMON		48653	Email Address: shall@fveng.com

### JOB ESTIMATE INFORMATION

1.	Alteration Fee	\$	485.00				1.	\$	485.00
2.	Relocate / Renew Service Line	\$	17.28	/ft.	x	300.00	2.	\$	5,184.00
3.	Cut & Cap Service	\$					3.	\$	-
4.	Replace asphalt or concrete	\$		/sqf.	x		4.	\$	-
5.	Additional Meters	\$			x		5.	\$	-
6.	Fuel Line Installation	\$		/ft.	x		6.	\$	-
7.	Permit / Municipality Fees	\$					7.	\$	-
8.	Sod - Replacement	\$		/sqyd	x		8.	\$	-
9.	Directional Boring	\$		/ft.	x		9.	\$	-
10.	Additional Time / Materials						10.		

**TOTAL COST \$ 5,669.00**

Note: A winter rate surcharge will apply for installations between December 15 and March 31



ABANDON 60', INSTALL 300' SERV LINE. CUST RESPONSIBLE FOR FUEL LINE WORK.

Building Type:	Job Type:	Investigator:	Date:

**Disclaimer:** It is the customer's responsibility to indicate their underground facilities within the property lines and provide a location, if known. DTE Energy will not be liable for damages to customer's facilities that are not indicated. It is DTE Energy's policy to bring facilities up to current standards whenever work is performed on existing service.

I understand this is an estimate. Actual costs could be higher or lower than estimate.  
Work will not be scheduled until payment is received. Estimate expires in 90 days.

Customer Acceptance:	Date:

Please mail payment to: DTE Energy, 4420 - 44th St. SE, Suite B, Grand Rapids, MI 49512

Phone 616.954.4623

Office use only - do not write below this line

Amount Paid:	Date Paid:	Confirmation #	Sundry Account #	Rep Name:
				Claire Bittner

Date of Issuance: <u>3/7/23</u>	Effective Date: <u>3/17/23</u>
Owner: <u>Village of Roscommon</u>	Owner's Contract No.: <u>838947</u>
Contractor: <u>Robert T. Cole, Inc.</u>	Contractor's Project No.: <u></u>
Engineer: <u>Fleis &amp; VandenBrink</u>	Engineer's Project No.: <u>838947</u>
Project: <u>Village of Roscommon USDA Water Supply Improvements</u>	Contract Name: <u>Contract 2 – Water Supply</u>

The Contract is modified as follows upon execution of this Change Order:

Description:

- Work described in Bulletin #5 (attached) in the amount of 114,896.00
- Contract times to be extended to accommodate work authorization.

Attachments: Bulletin #5

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price:  <u>\$ 789,815.00</u>	Original Contract Times: Substantial Completion: <u>280 (2/17/2022)</u> Ready for Final Payment: <u>310 (3/19/2022)</u> days or dates
Increase from previously approved Change Orders No. 1 to No. 3:  <u>\$ 6,411.50</u>	Increase from previously approved Change Orders No. 1 to No. 3: Substantial Completion: <u>550</u> Ready for Final Payment: <u>670</u> days
Contract Price prior to this Change Order:  <u>\$ 796,226.50</u>	Contract Times prior to this Change Order: Substantial Completion: <u>11/30/2022</u> Ready for Final Payment: <u>03/30/2023</u> days or dates
Increase of this Change Order:  <u>\$ 114,896.00</u>	Increase of this Change Order: Substantial Completion: <u>208</u> Ready for Final Payment: <u>102</u> days or dates
Contract Price incorporating this Change Order:  <u>\$ 911,122.50</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>758 (06/26/2023)</u> Ready for Final Payment: <u>772 (07/10/2023)</u> days or dates

<b>RECOMMENDED:</b>		<b>ACCEPTED:</b>	
By: <u>Scott Rasmussen</u> <small>Digitally signed by Scott Rasmussen Date: 2023.03.07 16:11:00 Engineer (Required)</small>	By: <u></u>	By: <u></u>	By: <u></u>
Title: <u>Project Manager</u>	Title: <u>Owner (Authorized Signature)</u>	Title: <u>Contractor (Authorized Signature)</u>	Title: <u>Project Manager</u>
Date: <u>3/7/23</u>	Date: <u></u>	Date: <u></u>	Date: <u></u>

Approved by Funding Agency (if applicable)

By:  Date:   
Title:

**BULLETIN**  
*Page 1 of 3*

CONTRACT FOR: **Village of Roscommon  
702 Lake Street  
Roscommon, MI 48603**

BULLETIN NO. 5

OWNER: **Village of Roscommon  
702 Lake Street  
Roscommon, MI 48603**

DATE: February 22, 2023

DUE DATE: March 1, 2023

CONTRACTOR: **Robert T. Cole, Inc.  
7090 S. 45 Road  
Cadillac, MI 49601**

ENGINEER: **Fleis & VandenBrink  
603 Bay Street, First Floor  
Traverse City, MI 49684**

DISTRIBUTION: Robert T. Cole, Inc.  
Village of Roscommon

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The items below are being considered as possible changes to the Contract Documents for this Project. CONTRACTOR is requested to submit changes in cost, if any, for each item and indicate whether it is an addition to or deduction from the Contract Price. Include all labor, materials, overhead and profit. After reviewing the effects of those changes in the Work, OWNER may issue a Change Order specifying which changes are to be incorporated in the Work, if any.

This Bulletin is not a Change Order and is not to be deemed authorization to proceed with the changes listed.

Additional work or materials, where proposed, shall meet the requirements of the Contract Documents, except where noted.

CONTRACTOR will be responsible for notifying ENGINEER, in writing, concerning any revision or clarification which causes a change in the Contract Documents, but are not specifically mentioned as a cost item in this Bulletin.

CONTRACTOR shall return three (3) completed and signed copies of the Bulletin to ENGINEER on or before the due date noted above.

Each proposed change has been described briefly with additional information provided concerning detailed changes required for the major trades concerned. Only one total cost figure has been requested for each item on the Bulletin; however, a complete breakdown is required for each item as supporting documentation. This will allow OWNER to more easily evaluate the proposed cost changes. Each Bulletin item is an all-inclusive item and may concern work from several trades or Subcontractors. It is CONTRACTOR's responsibility to ensure that all work for each item has been included in the total cost figure provided to OWNER.

DATE: February 24, 2023

PROPOSED CHANGES

**Item No. 1: Install Well No. 3 Casing Vent**

This item includes the installation of a well casing vent at Well No. 3. Provide casing vent in accordance with the well pump detail as shown on sheet P3. This item includes but is not limited to: threaded cap, 2" steel pipe, Screen vent with mesh bronze screen, modifications to concrete pump base, and removal and replacement of the well pump as necessary to facilitate installation of the vent.

Add \$ 10,058 \_\_\_\_\_

**Item No. 2: Well 3 and 4 – Site Access Improvements**

This item includes the rehabilitation of the existing access driveways and turnaround areas for wells no. 3 and no. 4. The item includes removal and disposal of all excess unsuitable material for such as topsoil, organics, or cohesive soils, regrading to establish positive drainage away from the driveways (anticipated fill of +/- 1 ft.), and placement of 12" granular subbase with 6" of 23A aggregate surface at a minimum of 12' in width.

NOTE: The Contractor should visit the site and verify all existing conditions.

Add \$ 49,536 \_\_\_\_\_

**Item No. 3: Well 3 and 4 – Structure Repair**

This item includes the complete replacement of the existing asphalt shingled roofs at well no. 3 and no. 4. The item includes but is not limited to demolition of the existing roof including the sheathing, disposal of demolished materials, and replacement of sheathing, underlayment, shingles, drip edge, fascia boards, and flashing.

Proposed roof shall be constructed in accordance the detail provided on Sheet A2 and the project specifications.

NOTE: The Contractor should visit the site and verify all existing conditions.

Add \$ 20,624 \_\_\_\_\_

I also figured vented soffit for well house #3

DATE: February 24, 2023

**Item No. 4: Distribution System**

This item includes providing spare water meters, hydrants, and watermain repair clamps delivered to the Owner's DPW shop. The estimated quantities are provided on the following page:

Item	Est. Qty (Unit)	Unit Price (\$/Unit)	Subtotal (\$)
Water Meter, Spare, 1"	2 EA	\$920	\$1,840
Water Meter, Spare, 1½"	1 EA	\$3,542	\$3,542
Water Meter, Spare, 2"	1 EA	\$4,048	\$4,048
Hydrant Assembly, Spare	4 EA	\$5,526	\$22,104
Watermain Repair Clamp, Spare, 6"	2 EA	\$276	\$552
Watermain Repair Clamp, Spare, 8"	2 EA	\$330	\$660
Watermain Repair Clamp, Spare, 12"	4 EA	\$483	\$1,932

**Measure & Payment**

The water meters shall be of the specified size, MXU unit, and cable. Hydrant assemblies shall include the necessary fittings, hydrant lead (6" nominal inside diameter), and associated auxiliary valve and valve box. Watermain repair clamps shall be compatible with asbestos cement pipe for 6" diameter and compatible with PVC for 8" and 12" diameters.

Add \$ 34,678

CONTRACTOR:



Signature

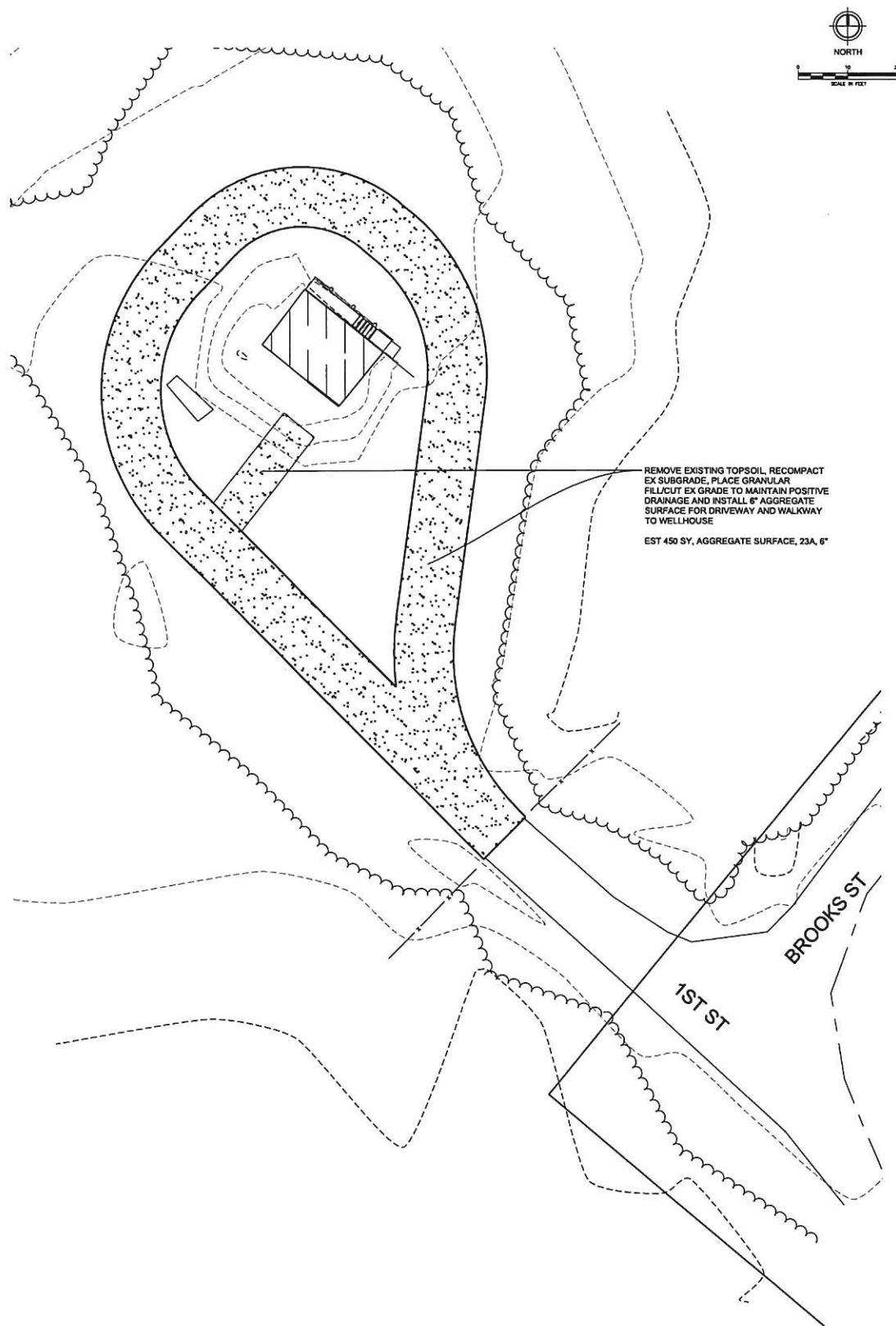
Eric Bair, Project Manager

Name and Title of Signatory

3-1-2023


Date

scott/m:\proj\837001-839000\838940 Roscommon - Water & Sewer Funding 2018\cod\fig\838946  
Bulletin 5.dwg



REMOVE EXISTING TOPSOIL, RECOMPACT  
EX SUBGRADE, PLACE GRANULAR  
FILL/CUT EX GRADE TO MAINTAIN POSITIVE  
DRAINAGE AND INSTALL 6" AGGREGATE  
SURFACE FOR DRIVEWAY AND WALKWAY  
TO WELLHOUSE  
EST 450 SY, AGGREGATE SURFACE, 23A, 6"

**LEGEND:**

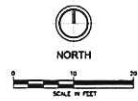
 AGGREGATE SURFACE, 23A, 6"

**VILLAGE OF ROSCOMMON**  
ROSCOMMON COUNTY, MICHIGAN  
**USDA WATER IMPROVEMENTS**


**BULLETIN 5 - WELL 3**

DATE: 10/1/2018





**LEGEND:**

 AGGREGATE SURFACE, 23A, 6"

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bulletin 5.dwg

**VILLAGE OF ROSCOMMON  
ROSCOMMON COUNTY, MICHIGAN  
USDA WATER IMPROVEMENTS**

**BULLETIN 5 - WELL 4**

8/13/17  
F&V PROJECT NO.



## CHANGE ORDER

No. 7OWNER Village of RoscommonCONTRACTOR Elmers Crane and Dozer, Inc.Contract: Contract 1 Water Distribution SystemProject: USDA Water System ImprovementsOWNER's Contract No. 838946ENGINEER's Project No. 838946ENGINEER Fleis & VandenBrink

The Contract is modified as follows upon execution of this Change Order:

1. Adjust contract quantities to reflect the as-constructed quantities as detailed in the attached Change Order Detail spreadsheet.

Attachments: Change Order Detail Sheet (2 pages)

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>3,093,057.00</u>
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to <u>6</u> : \$ <u>165,463.85</u>
Contract Price prior to this Change Order: \$ <u>3,258,520.85</u>
Increase (Decrease) of this Change Order: \$ <u>(65,900.10)</u>
Contract Price incorporating this Change Order: \$ <u>3,192,620.75</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: <u>182 (11/15/21)</u> Ready for Final Payment: <u>196 (11/29/21)</u> (days or dates)
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to <u>6</u> : Substantial Completion: <u>598</u> Ready for Final Payment: <u>598</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>584 (12/22/22)</u> Ready for Final Payment: <u>598 (1/5/23)</u> (days or dates)
Increase (Decrease) of this Change Order: Substantial Completion: <u>126</u> Ready for Final Payment: <u>126</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>710 (4/27/23)</u> Ready for Final Payment: <u>710 (5/11/23)</u> (days or dates)

## RECOMMENDED:

By: Scott Rasmussen  
Digitally signed by Scott Rasmussen  
Date: 2023.03.06  
17:01:35-0500'  
ENGINEER (Authorized Signature)  
Title: Project Manager  
Date: 3/6/23

## APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## ACCEPTED:

By: Daniel LaFleche  
Digitally signed by Daniel LaFleche  
DN: cn=Daniel LaFleche, o=Elmers Crane and Dozer, Inc., email=Dan.LaFleche@emcrane.com, c=US  
CONTRACTOR (Authorized Signature)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved by Funding Agency (if applicable):

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## CHANGE ORDER DETAIL SHEET

7

OWNER: Village of Roscommon  
 CONTRACTOR: Team Elmer's  
 Project: USDA Water System Improvements  
 Contract Name: Contract 1 Water Distribution System  
 ENGINEER's Project No. 838946  
 ENGINEER: Fleis & VandenBrink Engineering, Inc.

## Description:

A. Make the following Quantity Changes to SECTION C-410 - BID for the unit costs as follows:

Item	Item Description	Unit	Bid Quantity	Unit Price	Bid Amount	Prev CO Qty	Previous Addition/ (Deduction)	This Qty Change	This Addition/ (Deduction)	Final Qty	Final Amount
1	General Conditions, Bonds, Insurance, and Mobilization	Lsum	1	\$150,000.00	\$150,000.00		\$ -	0	\$ -	1	\$ 150,000.00
1B	General Conditions, Bonds, Insurance, and Mobilization	Lsum	0	\$ 14,990.00	\$ -	1	\$ 14,990.00	0	\$ -	1	\$ 14,990.00
2	Traffic Control	Lsum	1	\$196,000.00	\$196,000.00		\$ -	0	\$ -	1	\$ 196,000.00
2B	Traffic Control	Lsum	0	\$ 8,795.00	\$ -	1	\$ 8,795.00	0	\$ -	1	\$ 8,795.00
3	Soil Erosion Control	Lsum	1	\$24,000.00	\$24,000.00		\$ -	0	\$ -	1	\$ 24,000.00
3B	Soil Erosion Control	Lsum	0	\$ 1,900.00	\$ -	1	\$ 1,900.00	0	\$ -	1	\$ 1,900.00
4	Dewatering	Lsum	1	\$120,000.00	\$120,000.00		\$ -	0	\$ -	1	\$ 120,000.00
4B	Dewatering	Lsum	0	\$ 1.00	\$ -	1	\$ 1.00	0	\$ -	1	\$ 1.00
5	Dewatering, Environmental Containment, Disposal	Lsum	1	\$3,000.00	\$3,000.00	(1)	\$ (3,000.00)	0	\$ -	0	\$ -
6	Material Disposal, Environmentally Impacted Soil	CYD	10	\$250.00	\$2,500.00	(10)	\$ (2,500.00)	0	\$ -	0	\$ -
6B	Material Disposal, Environmentally Impacted Soil - Sheley St	Lsum	0	\$158.00	\$0.00	310	\$ 48,980.00	0	\$ -	310	\$ 48,980.00
7	Clearing and Grubbing, Tree Removal	Lsum	1	\$12,000.00	\$12,000.00		\$ -	0	\$ -	1	\$ 12,000.00
7B	Clearing and Grubbing, Tree Removal - Additional	Lsum	0	\$3,500.00	\$0.00	1	\$ 3,500.00	0	\$ -	1	\$ 3,500.00
7C	Clearing and Grubbing	Lsum	0	\$ 3,000.00	\$ -	1	\$ 3,000.00	0	\$ -	1	\$ 3,000.00
8	Pavement Removal	SYD	12,000	\$5.00	\$60,000.00	1326	\$ 6,630.00	867	\$ 4,335.00	14193	\$ 70,965.00
9	Cold Milling HMA	SYD	2,900	\$3.00	\$8,700.00	1195	\$ 3,585.00	(1800)	\$ (5,400.00)	2295	\$ 6,885.00
10	Concrete Drive Removal	SYD	130	\$30.00	\$3,900.00	(71)	\$ (2,118.00)	0.0	\$ -	59.4	\$ 1,782.00
11	Concrete Sidewalk, Removal	SYD	650	\$19.00	\$12,350.00	(132)	\$ (2,508.00)	0	\$ -	518	\$ 9,842.00
12	Decorative Brick Ribbon, Remove & Replace	SFT	150	\$41.00	\$6,150.00	(150)	\$ (6,150.00)	0	\$ -	0	\$ -
13	Curb and Gutter Removal	LFT	420	\$20.00	\$8,400.00	(101)	\$ (2,020.00)	0	\$ -	319	\$ 6,380.00
14	Remove Hydrant, Salvage	EA	10	\$780.00	\$7,800.00	1	\$ 780.00	0	\$ -	11	\$ 8,580.00
15	Abandon Ex. Valve & Box	EA	10	\$400.00	\$4,000.00	9	\$ 3,600.00	0	\$ -	19	\$ 7,600.00
15B	Salvage Ex. Valve and Box	EA	0	\$ 1,500.00	\$ -	1	\$ 1,500.00	(1)	\$ (1,500.00)	0	\$ -
16	Cut and Plug Ex. Watermain	EA	15	\$260.00	\$3,900.00	6	\$ 1,560.00	0	\$ -	21	\$ 5,460.00
17	Flowable Fill of Ex. Watermain	LFT	2,600	\$5.00	\$13,000.00	(1827)	\$ (9,135.00)	0	\$ -	773	\$ 3,865.00
17B	Remove 12" Watermain	LFT	0	\$20.20	\$0.00	617	\$ 12,463.40	0	\$ -	617	\$ 12,463.40
17C	Remove 8" Watermain	LFT	0	\$20.00	\$0.00	0	\$ -	0	\$ -	0	\$ -
18	Sand Subbase, CIP	CYD	300	\$35.00	\$10,500.00	(55)	\$ (1,925.00)	(40)	\$ (1,400.00)	205	\$ 7,175.00
19	Trench Undercut	CYD	260	\$30.00	\$7,800.00	(15)	\$ (450.00)	(40)	\$ (1,200.00)	205	\$ 6,150.00
20	Aggregate Base 22A, 8"	SYD	6,600	\$8.00	\$52,800.00	2896	\$ 23,168.00	1117	\$ 8,936.00	10613	\$ 84,904.00
21	Aggregate Base 21AA, 8"	SYD	5,400	\$13.00	\$70,200.00	(323)	\$ (4,199.00)	0	\$ -	5077	\$ 66,001.00
22	Aggregate Surface 23A, 6"	SYD	3,200	\$8.00	\$25,600.00	(2188)	\$ (17,504.00)	2	\$ 16.00	1014	\$ 8,112.00
23	Sidewalk, Concrete 4"	SFT	5,600	\$5.00	\$28,000.00	(990)	\$ (4,950.00)	0	\$ -	4610	\$ 23,050.00
24	Sidewalk Ramp, Concrete 6"	SFT	300	\$8.00	\$1,800.00	(162)	\$ (969.00)	0	\$ -	138.5	\$ 831.00
25	Detectable Warning Surface, ADA	SFT	89	\$36.00	\$3,204.00	(32)	\$ (1,152.00)	0	\$ -	57	\$ 1,332.00
26	Concrete Drive, 6"	SFT	1,620	\$6.00	\$9,720.00	(1219)	\$ (7,316.40)	0	\$ -	400.6	\$ 2,403.60
27	Concrete Curb and Gutter, Match Ex.	LFT	420	\$26.00	\$10,920.00	(124)	\$ (3,224.00)	0	\$ -	296	\$ 7,696.00
28	HMA LVSP, Base	LFT	6,300	\$6.35	\$40,005.00	1691	\$ 10,737.85	757	\$ 4,806.95	8748	\$ 55,549.80
29	HMA LVSP, Surface	SYD	9,300	\$6.85	\$63,705.00	4483	\$ 30,708.55	(1043)	\$ (7,144.55)	12740	\$ 87,269.00
30	HMA Driveway, LVSP	SYD	640	\$20.05	\$12,832.00	167	\$ 3,348.35	(80)	\$ (1,604.00)	727	\$ 14,576.35
31	HMA 3E3, Base	SYD	5,390	\$11.10	\$59,829.00	(313)	\$ (3,474.30)	0	\$ -	5077	\$ 56,354.70
32	HMA 4E3, Leveling	SYD	5,390	\$7.75	\$41,772.50	(413)	\$ (3,200.75)	0	\$ -	4977	\$ 38,571.75
33	HMA 4E3, Surface	SYD	5,390	\$7.75	\$41,772.50	(413)	\$ (3,200.75)	0	\$ -	4977	\$ 38,571.75
34	HMA Curb	LFT	1,050	\$3.00	\$3,150.00	(364)	\$ (1,092.00)	0	\$ -	686	\$ 2,058.00
35	Jack & Bore, 18"	LFT	56	\$1,120.00	\$62,720.00	4	\$ 4,480.00	0	\$ -	60	\$ 67,200.00
36	Valve Chamber, 8" Valve & Test Ports	EA	2	\$5,000.00	\$10,000.00		\$ -	0	\$ -	2	\$ 10,000.00
37	8" Watermain Directional Drill	LFT	720	\$215.00	\$154,800.00	(27)	\$ (5,805.00)	0	\$ -	693	\$ 148,995.00
38	8" Watermain Directional Drill, DIP, FKM	LFT	250	\$240.00	\$60,000.00	3	\$ 720.00	0	\$ -	253	\$ 60,720.00
38B	8" Watermain, Direct Bury, DIP, FKM	LFT	0	\$135.50	\$0.00	39	\$ 5,284.50	0	\$ -	39	\$ 5,284.50
39	8" Watermain	LFT	7,220	\$83.00	\$599,260.00	50	\$ 4,150.00	(51)	\$ (4,233.00)	7219	\$ 599,177.00
39B	12" Watermain	LFT	0	\$128.60	\$0.00	782	\$ 100,565.20	(40)	\$ (5,144.00)	742	\$ 95,421.20
40	8" Valve & Box	EA	28	\$1,500.00	\$42,000.00	(2)	\$ (3,000.00)	0	\$ -	26	\$ 39,000.00
40B	12" Valve and Box	EA	0	\$3,178.00	\$0.00	3	\$ 9,534.00	(1)	\$ (3,178.00)	2	\$ 6,356.00
40C	8-Inch Tapping Valve and Box	EA	0	\$6,490.00	\$0.00	1	\$ 6,490.00	0	\$ -	1	\$ 6,490.00
41	Hydrant Assembly	EA	16	\$5,000.00	\$80,000.00	2	\$ 10,000.00	1	\$ 5,000.00	19	\$ 95,000.00
42	Connect to Ex WM	EA	15	\$3,400.00	\$51,000.00	5	\$ 17,000.00	1	\$ 3,400.00	21	\$ 71,400.00
43	2" Water Service	LFT	50	\$47.00	\$2,350.00	435	\$ 20,445.00	(84)	\$ (3,948.00)	401	\$ 18,847.00
44	2" Water Service Directional Drill	EA	1	\$2,150.00	\$2,150.00	0	\$ -	0	\$ -	1	\$ 2,150.00
45	2" Corporation, Curb Stop & Box	EA	1	\$1,750.00	\$1,750.00	1	\$ 1,750.00	0	\$ -	2	\$ 3,500.00
46	1" Water Service	LFT	3,800	\$35.00	\$133,000.00	(115)	\$ (4,025.00)	(101)	\$ (3,535.00)	3584	\$ 125,440.00
47	1" Water Service Directional Drill	EA	42	\$840.00	\$35,280.00	(10)	\$ (8,400.00)	(6)	\$ (5,040.00)	26	\$ 21,840.00
48	1" Corporation, Curb Stop & Box	EA	97	\$890.00	\$86,330.00	0	\$ -	(2)	\$ (1,780.00)	95	\$ 84,550.00
49	Reconnect Ex. Water Service	EA	98	\$560.00	\$54,880.00	(18)	\$ (10,080.00)	(1)	\$ (560.00)	79	\$ 44,240.00
50	Bollards	EA	4	\$1,185.00	\$4,740.00		\$ -	4	\$ 4,740.00	8	\$ 9,480.00
51	Pavement Marking, 4" White, Waterborne	LFT	5,900	\$0.14	\$826.00	(4269)	\$ (597.66)	0	\$ -	1631	\$ 228.34
52	Pavement Marking, 4" Yellow, Waterborne	LFT	5,000	\$0.14	\$700.00	(3751)	\$ (525.14)	0	\$ -	1249	\$ 174.86
53	Pavement Marking, Stop Bar, Polyurea	LFT	38	\$12.00	\$456.00	(4)	\$ (48.00)	0	\$ -	34	\$ 408.00
54	Pavement Marking, Left Turn Only, Polyurea	EA	4	\$180.00	\$720.00	(3)	\$ (540.00)	0	\$ -	1	\$ 180.00
55	Pavement Marking, 4" Crosswalk, Polyurea	LFT	260	\$2.45	\$637.00	(170)	\$ (416.50)	0	\$ -	90	\$ 220.50
56	Mulch Blanket	SYD	260	\$1.80	\$468.00	(260)	\$ (468.00)	0	\$ -	0	\$ -
57	Surface Restoration	SYD	18,100	\$3.00	\$54,300.00	(5797)	\$ (17,391.00)	855	\$ 2,565.00	13158	\$ 39,474.00
58	Water Meter, 5/8"x3/4" Replace, Interior	EA	407	\$700.00	\$284,900.00	0	\$ -	(20)	\$ (14,000.00)	387	\$ 270,900.00
59	Water Meter, 5/8"x3/4" New Install, Interior	EA	100	\$700.00	\$70,000.00		\$ -	(20)	\$ (14,000.00)	80	\$ 56,000.00
60	Abandon Ex. Meter Pit	EA	100	\$745.00	\$74,500.00	(80)	\$ (59,600.00)	0	\$ -	20	\$ 14,900.00

61	Water Meter, 1" Replace, Interior	EA	25	\$750.00	\$18,750.00		\$ -	(2)	\$ (1,500.00)	23	\$ 17,250.00
62	Water Meter, 1-1/2" Replace Interior	EA	9	\$1,550.00	\$13,950.00		\$ -	(5)	\$ (7,750.00)	4	\$ 6,200.00
63	Water Meter, 2" Replace, Interior	EA	5	\$1,700.00	\$8,500.00		\$ -	1	\$ 1,700.00	6	\$ 10,200.00
64	Water Meter, 2" New Install, Interior	EA	2	\$1,700.00	\$3,400.00		\$ -	(1)	\$ (1,700.00)	1	\$ 1,700.00
65	Water Meter, 3" Replace, Interior	EA	1	\$2,000.00	\$2,000.00		\$ -	0	\$ -	1	\$ 2,000.00
66	Water Meter, 4" Replace, Interior	EA	1	\$3,000.00	\$3,000.00		\$ -	(1)	\$ (3,000.00)	0	\$ -
66B	Water Meter, Change Order 6	EA	0	\$13,282.50	\$0.00	1	\$ 13,282.50	(1)	\$ (13,282.50)	0	\$ -
67	Water Meter, Spare, 5/8"x3/4"	EA	5	\$300.00	\$1,500.00		\$ -	10	\$ 3,000.00	15	\$ 4,500.00
68	Vehicle Radio Meter Reading Device	EA	1	\$20,000.00	\$20,000.00		\$ -	0	\$ -	1	\$ 20,000.00
69	Meter Reading Software, Training, Implementation	Lsum	1	\$10,600.00	\$10,600.00		\$ -	0	\$ -	1	\$ 10,600.00
70	Replace Ex. Water Service, Lead Service Line - non USDA Participating Item	LFT	500	\$40.00	\$20,000.00	(500)	\$ (20,000.00)	0	\$ -	0	\$ -
71	Above Ground Survey	Lsum	1	\$5,000.00	\$5,000.00		\$ -	0	\$ -	1	\$ 5,000.00
71B	Pre-Construction Video Survey	Lsum	0	\$3,500.00	\$0.00	1	\$ 3,500.00	(1)	\$ (3,500.00)	0	\$ -
					\$3,093,057.00		\$ 165,463.85		\$ (65,900.10)		\$ 3,192,620.75

Additions/(Deductions), Part A: \$ -

Additions/(Deductions), Part B: \$ (65,900.10)

Total Additions/(Deductions), This Change Order: \$ (65,900.10)

Original Contract: \$ 3,093,057.00

Previous Change Orders: \$ 165,463.85

This Change Order (CO4): \$ (65,900.10)

\$ 3,192,620.75



March 7, 2023

Ron Alden, Village Manager  
Village of Roscommon  
702 Lake Street, P.O. Box 236  
Roscommon, Michigan 48653

**Re: Status of USDA Water Improvements Project – Additional Engineering Services**

Dear Ron,


We are enjoying working with the Village of Roscommon on the USDA Water and Sewer Improvements Project. We look forward to continuing towards the successful completion of this project. As we are continuing the construction phase of the project, we wanted to share with you the status of the project and provide a summary of additional engineering and construction services proposed for the project. Construction change order #4 (CO4) was issued to Robert T. Cole, Inc. with recommended repairs. Each item in the change order has its overall benefit to the project and we recommend authorizing additional engineering services to accommodate construction administration, observation, and staking. A summary of these costs is provided below. Additional engineering services provided for CO4 are estimated at \$23,500 which includes accommodation of the extended construction schedules (July 2023).

Water System Improvements	
Description	Estimate
Construction Services	
Basic Services – Construction Admin, Record Dwgs	\$11,700
Resident Project Observation – RPR	\$7,700
Additional Services – Staking	\$2,000
<b>Subtotal:</b>	<b>\$21,400</b>

During the USDA's review of the funding applications, engineering fees were reduced, and these funds were moved into project contingency. This was done with the understanding that if out-of-scope items came up on the project, engineering costs could be covered by the additional contingency. With pending contractor change orders (Cole CO3 and Elmers CO7), we estimate \$140,000 remaining in total contingency for water. We would be happy to answer any questions you may have regarding the additional project costs or our request to be reimbursed for our extra work. If the proposed engineering fees are acceptable to the Village, we would prepare an Engineering Exhibit K's to amend our agreements with the Village.

Sincerely,  
FLEIS & VANDENBRINK

  
Scott Rasmussen, P.E.  
Project Manager

  
Brian D. Rowley, P.E.  
Manager, Traverse City

CC: Debbie Emery, DPW Supervisor

m:\proj837001-839000\838940 roscommon - water & sewer funding 2018\pm\budgets-estimates\engineering amendments\amendment 6 - water amendment  
- construction engineering amendments\838940 construction engineering amendment 20230307.docx

ESTIMATE OF FUNDS NEEDED  
FOR  
30-Day Period Commencing  
1/01/2023

Name of Borrower Village of Roscommon Sewer

Items	Amount of Funds
Development .....	\$
Contract or Job No. ....	
Contract or Job No. ....	
Contract or Job No. ....	
Land and Rights-of-Way .....	
Legal Services .....	
Engineering Fees .....	4,839.06
Interest .....	
Equipment .....	
Contingencies .....	
Refinancing .....	
Initial O&M .....	
Other .....	
TOTAL .....	\$ 4,839.06

Prepared by Village of Roscommon

*Name of Borrower*

By

Date

Approved by

Date

*According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

## INVOICE

Ron Alden  
 Village of Roscommon  
 702 Lake Street  
 PO Box 236  
 Roscommon, MI 48653

February 9, 2023  
 Invoice No: 64886-S  
 Project No: 838942

**RE: Village of Roscommon - USDA RD Wastewater Improvements  
 Services through January 28, 2023**

	<b><u>Contract Amount</u></b>	<b><u>Billed to Date (Includes this invoice)</u></b>	<b><u>Remaining Contract Amount</u></b>	<b><u>This Invoice</u></b>
<b>Professional Services:</b>				
<b>Basic Services</b> - Design, Bidding & Construction Administration	\$574,200.00	\$572,870.55	\$1,329.45	\$4,344.03
<b>Resident Project Observation</b>	\$173,800.00	\$159,809.79	\$13,990.21	\$0.00
<b>Additional Services*</b> - Startup, Record Drawings, Soil Borings, ROW Map, Owner Training, O&M Manuals	<u>\$131,300.00</u>	<u>\$115,545.03</u>	<u>\$15,754.97</u>	<u>\$495.03</u>
	<b>\$879,300.00</b>	<b>\$848,225.37</b>	<b>\$31,074.63</b>	

**Total amount of this invoice** **\$4,839.06**

*Terms: Net 15 days*

*Thank you for your business, it is sincerely appreciated.*

*If there are any questions regarding this invoice or the services provided, please contact us.*

via email: [manager@roscommonvillage.com](mailto:manager@roscommonvillage.com) / [dpwdirector@roscommonvillage.com](mailto:dpwdirector@roscommonvillage.com)

**Status Update:**

- Punch list ongoing at the WWTF and pump stations

## NEW BUSINESS

Transfer of Funds  
Camp Grayling Resolution  
Industrial Park Purchase  
Easement Transfer  
Vacant Village Council Seat



TO: Village Council  
FROM: Frances Dawson  
DATE: March 13, 2023

SUBJECT: Fund Balance Adjustment

The following funds need to be moved in the Budget:

From - 101-000-390-000 (101 Fund Balance) \$200,000.00  
To - 101-751-990-000 (Parks - Projects)



VILLAGE OF ROSCOMMON  
RESOLUTION #2023-01

**RESOLUTION OPPOSING THE PROPOSED CAMP GRAYLING INCREASED EXPANSION**

**WHEREAS**, MCL 324.503(1) provides that the Michigan Department of Natural Resources “shall protect and conserve the natural resources of this state; provide and develop facilities for outdoor recreation; prevent the destruction of timber and other forest growth by fire or otherwise; promote the reforestation of forestlands belonging to this state; prevent and guard against the pollution of lakes and streams within this state and enforce all laws provided for that purpose with all authority granted by law.” and

**WHEREAS**, MCL 324.503(15) provides that the Michigan Department of Natural Resources (DNR) “may lease land owned or controlled by the department or may grant concessions on lands owned or controlled by department to any person for any purpose that the department determines to be necessary to implement this part.” and

**WHEREAS**, Camp Grayling is asking for a 20 year lease for an additional 162,000 Acres from the DNR for Camp Grayling National Guard Training Activities significantly expanding the current area used for this purpose. and

**WHEREAS**, The Michigan Department of Natural Resources is seeking public comment on the proposed expansion and has been met with justifiable concerns from the public and the proposed expansion and proposed uses. and

**WHEREAS**, A portion of the proposed expansion area will be located within Roscommon County and with the increased activities and traffic associated with the proposed Expansion Increase of Camp Grayling will generally have an adverse impact on the environment and natural habitats with Roscommon County.

**WHEREAS**, The Village of Roscommon is a rural, recreation-oriented place with pristine rivers, rich forests and the Village of Roscommon wants to retain its atmosphere of recreation and enjoyment for its citizens and visitors.

**NOW THEREFORE BE IT RESOLVED**, The Village of Roscommon Council, therefore, desires to express its views and hereby opposed the proposed increase Camp Grayling expansion by the adoption of this Resolution.

## **AGREEMENT OF SALE**

This Purchase Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2023 (the "Effective Date") by and between the Village of Roscommon, a Michigan general law village, whose address is 702 Lake Street, P.O. Box 236, Roscommon, MI 48653 ("Seller"), and Chase Schepke, a single man, whose address is 11073 West Shore Drive, Houghton Lake, MI 48629, ("Purchaser") (collectively, the "Parties"). Purchaser hereby agrees to purchase from Seller the real property described below upon the terms and conditions stated herein:

Situated in the Village of Roscommon, County of Roscommon, State of Michigan, to-wit:

Lot 21 and Lot 22, ROSCOMMON AREA INDUSTRIAL PARK, as recorded in the plat thereof, Roscommon County Records; SUBJECT TO the Declarations of Covenants, Conditions and Restrictions, Village of Roscommon Industrial Park, Roscommon, Michigan, recorded at Liber 831, Page 359, Roscommon County Records.

Parcel identification numbers: 055-760-021-0000 and 055-760-022-0000

The property as described above shall include all buildings, if any, located thereon and appurtenances thereto and shall include the right to make zero (0) division(s) under Section 108(2) of the Land Division Act, Act No. 288 of the Public Acts of 1967, as amended, and the right to make zero (0) bonus division(s) if the Purchaser qualifies the property for such bonus division(s) under Section 108(3) of the Act.

### **Purchase Price**

The total purchase price for the property shall be SIX THOUSAND and 00/100 DOLLARS (\$6,000.00), which the Purchaser shall pay to Seller in accordance with the following terms: cash or certified funds at closing.

### **Contingencies**

This agreement is subject to the following contingencies and if the contingencies occur or fail to occur, as the case may be, this agreement shall terminate with the refund of any earnest money deposit, to-wit: a title commitment showing marketable title and inspection reports relating to the premises which would be satisfactory to a reasonably prudent purchaser (if purchaser in his discretion elects to have such inspections done).

### **Earnest Money Deposit**

Purchaser hereby pays to Seller or Seller's agent an earnest money deposit of THREE HUNDRED and 00/100 DOLLARS (\$300.00) which shall be applied to the purchase price when the sale is closed. In the event of the failure of Purchaser to perform the terms of this agreement, the earnest money deposit shall be forfeited and may be treated by Seller as liquidated damages and applied by the Seller in payment of his losses, or at Seller's election in the event that the actual damages exceed the sum deposited, may pursue such other legal and equitable remedies as Seller may have against Purchaser. The Purchaser acknowledges that the earnest money deposit is a reasonable sum to be forfeited as liquidated damages in the event that Purchaser does not perform as required by this agreement and that this amount does not constitute a penalty.

## **Closing Documents**

The Parties shall execute the following documents at closing, to-wit: a warranty deed, and such other documents deemed necessary by the closing agent to complete the transaction.

## **Time and Manner of Closing**

This sale shall be closed within thirty (30) days after the submission to Purchaser of a Title Commitment showing merchantable title in the Seller.

## **Evidence of Title**

Seller at its sole expense shall furnish to Purchaser as soon as possible, a policy of title insurance in an amount of not less than the purchase price with a commitment bearing a date later than this Sales Agreement and guaranteeing the title as merchantable.

## **Seller's' Default**

In the event of default by Seller, Purchaser may, at his option, elect to enforce the terms hereof or demand and be entitled to an immediate refund of the entire earnest money deposit in full termination of this agreement.

## **Title Objections**

If objection to the title is made based upon a written opinion of Purchaser's attorney that title is not marketable or if a title commitment discloses unmarketable title, the Seller shall have thirty (30) days from the date he is notified in writing of the particular defects claimed either to 1) remedy the title, or 2) obtain title insurance as required above, or 3) refund the deposit in full termination of this agreement. If the Seller remedies the title or obtains such title policy within the time specified, the Purchaser agrees to complete the sale within ten (10) days of written notification thereof. If Seller is unable to remedy the title or obtain title insurance within the time specified, the deposit shall be returned forthwith in full termination of this agreement.

## **Real Property Taxes**

Because the property was owned by the Village, there are no taxes to prorate. However, the Parties hereby agree that Purchaser shall be responsible for all taxes on the property after the date of the closing.

## **Personal Property**

The following items of personal property are part of this transaction and shall be transferred to Purchaser as of closing, to-wit: None.

## **Possession**

Purchaser shall be given possession of the premises upon closing.

## **Warranties**

The Purchaser acknowledges that he has had an opportunity to examine the premises or to have it examined, is satisfied with the condition of the premises, and accepts the premises "as is" (including, but not limited to environmental conditions) with no warranties whatsoever. Seller shall have no liability, including environmental, to Purchaser regarding the property.

## Environmental Issues

Purchaser shall have the right to have an environmental assessment or inspection of the premises. Purchaser may elect to terminate this purchase agreement, if the environmental assessment would not be satisfactory to a reasonably prudent purchaser. Purchaser shall order the environmental assessment within ten (10) days from the execution of the purchase agreement or this contingency shall be eliminated from the agreement and waived as to Purchaser. Purchaser shall restore the Premises to the condition it was in before any inspection by Purchaser.

## Miscellaneous

- 1) The pronouns and relative words used in this agreement are written in the masculine and singular only. If more than one join in the execution hereof, either Seller or Purchaser, if either be of the feminine sex or a corporation or limited liability company, such words shall be read as if written in plural, feminine or neuter respectively. This agreement shall bind the heirs, personal representatives or successors of the Parties. The terms, conditions and obligations expressed in this agreement shall survive the closing of this transaction.
- 2) This is a legal document and both Purchaser and Seller are advised to consult an attorney to protect their interest in this transaction.

IN WITNESS WHEREOF, the Parties affix their signatures to be effective on the date first stated.

SELLER:

VILLAGE OF ROSCOMMON, a Michigan general  
law village, Seller

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

By: \_\_\_\_\_  
Michael Miller

Its: President

PURCHASER:

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

\_\_\_\_\_  
Chase Schepke

Prepared by:  
Bryan E. Graham (P35708)  
Young, Graham & Wendling, P.C.  
P.O. Box 398  
Bellaire, Michigan 49615  
(231) 533-8635

## OPTION TO PURCHASE AGREEMENT

This option agreement ("Agreement"), is entered into as of \_\_\_\_\_, 2023, between the Village of Roscommon, a Michigan general law village, whose address is 702 Lake Street, P.O. Box 236, Roscommon, MI 48653 ("Seller"), and Chase Schepke, a single man, whose mailing address is 11073 West Shore Drive, Houghton Lake, MI 48629 ("Purchaser"), on the terms and conditions set forth below.

1. **Grant of the option.** In consideration of \$400 paid by Purchaser to Seller, Seller grants to Purchaser an exclusive option to purchase the real property described as:

Situated in the Village of Roscommon, County of Roscommon, State of Michigan, to-wit:

Lot 13 and Lot 14, ROSCOMMON AREA INDUSTRIAL PARK, as recorded in the plat thereof, Roscommon County Records; SUBJECT TO the Declarations of Covenants, Conditions and Restrictions, Village of Roscommon Industrial Park, Roscommon, Michigan, recorded at Liber 831, Page 359, Roscommon County Records;

Parcel identification numbers: 055-760-013-0000 and 055-760-014-0000;

(the Premises). The option shall remain in effect for two (2) years from the effective date of this Agreement.

2. **Purchase price.** The purchase price for the Premises under this option is \$3,000 per Lot. The consideration for this Agreement shall be credited to the purchase price for the Premises at the closing if Purchaser exercises the option.

3. **Exercise of the option.** Purchaser may exercise the option to purchase one (1) or both of the Lots by giving written notice to Seller at its address stated above. Notice of such election shall be given to the Seller in writing by personal delivery or letter sent first class mail, postage fully prepaid, addressed to the Seller at the mailing address stated in this option before the date this option expires.

4. **Failure to exercise the option.** If Purchaser fails to properly exercise the option to purchase either Lot before the option expires, the option shall terminate, and Seller may retain the consideration and shall have no further obligation to Purchaser.

5. **Closing.** The sale of one (1) or both of the Lots purchased pursuant to this option shall be closed within 10 days after all the closing documents are prepared but no later than 45 days after Seller receives the notice that Purchaser is exercising the option to purchase one (1) or both of the Lots.

6. **Inspections.** After exercising the option to purchase one (1) or both of the Lots, Purchaser may visit the Lot(s) to be purchased to have an environmental assessment or inspection of the Lot(s) to be purchased completed. Purchaser may elect to terminate the purchase of the Lot(s), if the environmental assessment would not be satisfactory to a reasonably prudent purchaser. Purchaser shall restore the Premises to the condition it was in before any inspection by Purchaser.

7. **The closing and preparations for the closing.** If Purchaser exercises the option, the following obligations shall be performed before or at the closing:

- a. At Seller's expense, Seller shall furnish to Purchaser as soon as possible after the option is exercised, a policy of title insurance in an amount of not less than the purchase price with a commitment bearing a date later than the date the option is exercised guaranteeing the title as merchantable.
- b. The Parties shall execute the following documents at closing, to-wit: a warranty deed, and such other documents deemed necessary by the closing agent to complete the transaction.
- c. Purchaser shall pay Seller the full purchase price, minus the consideration paid for this Agreement, with cash or certified funds.
- d. Because the property is owned by the Village, there are no taxes to prorate. However, the Purchaser shall be responsible for all taxes on the property after the date of the closing.
- e. Purchaser shall be given possession of the Lot(s) purchased upon closing.

8. **Binding effect.** This Agreement shall bind the successors of each of the parties to this Agreement.

9. **No assignment.** The Seller may not assign any interest which it has to the Premises subject to this option. The Purchaser may not assign its rights to this option.

10. **Construction and venue.** This Agreement shall be governed by Michigan law. Any disputes under this Agreement shall be brought in Roscommon County, Michigan.

11. **Entire agreement.** This Agreement contains the entire agreement of the parties regarding the transaction described in this Agreement, and this Agreement may not be amended or released, in whole or in part, except by a document signed by both parties.

12. **Effective date.** This Agreement shall be effective when both of the parties listed below have signed it.

IN WITNESS WHEREOF, the Parties affix their signatures to be effective on the date first stated.

SELLER:

VILLAGE OF ROSCOMMON, a Michigan general  
law village, Seller

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

By: \_\_\_\_\_  
Michael Miller

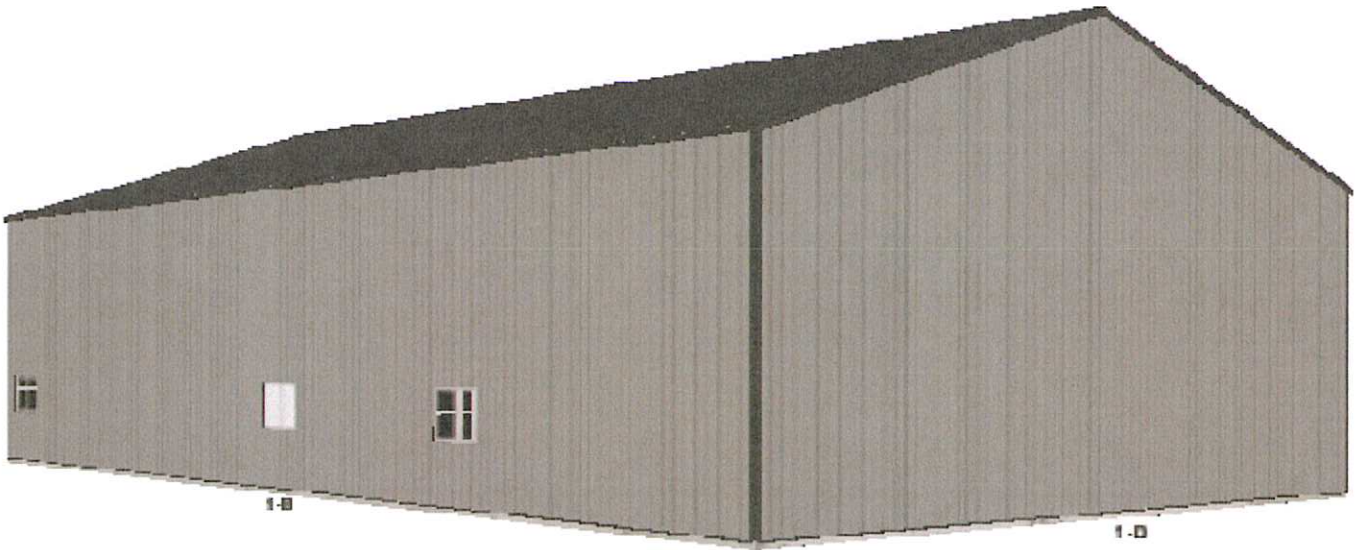
Its: President

PURCHASER:

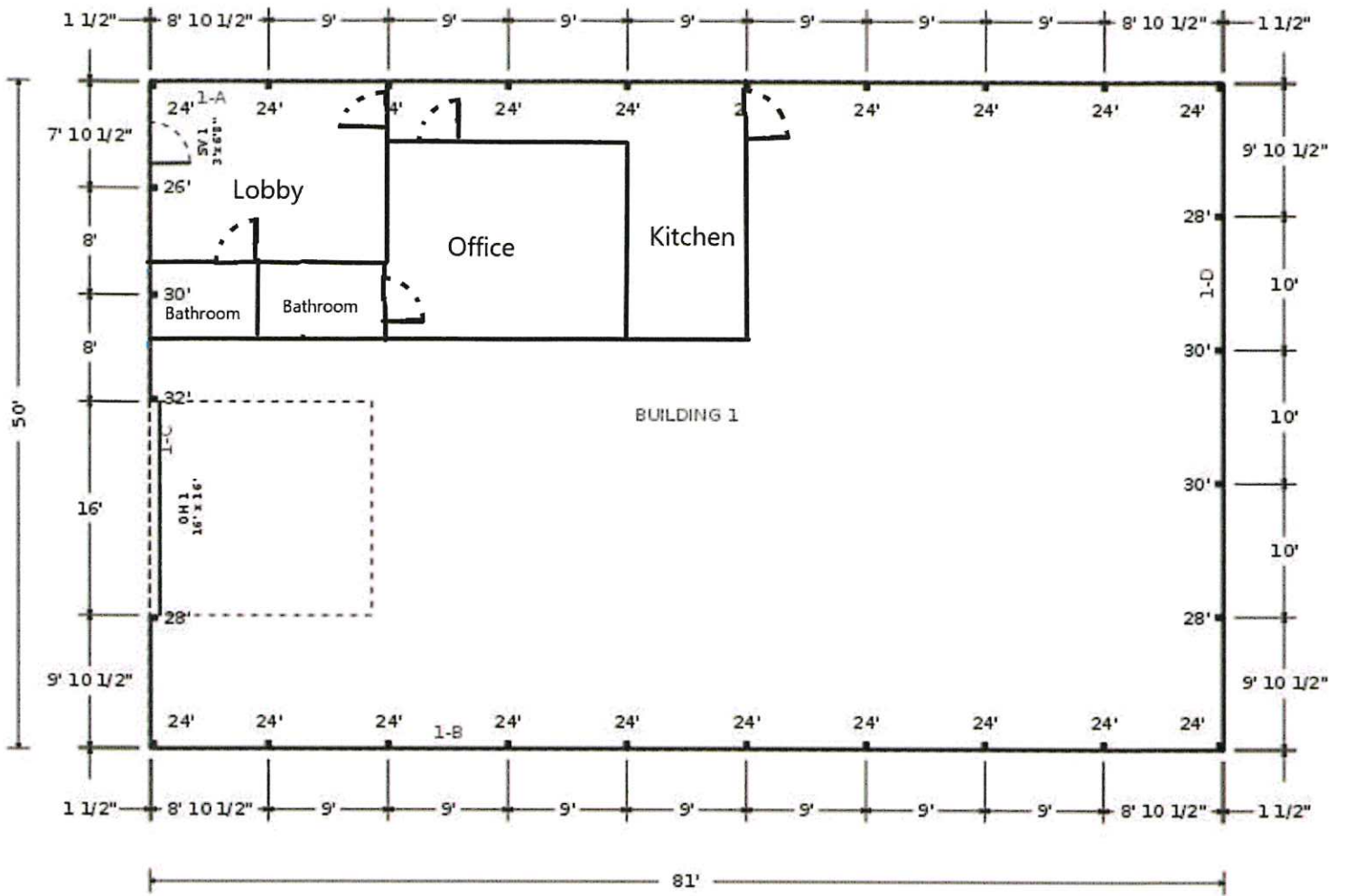
Dated: \_\_\_\_\_

\_\_\_\_\_  
Chase Schepke

Prepared by:  
Bryan E. Graham (P35708)  
Young, Graham & Wendling, P.C.  
P.O. Box 398  
Bellaire, Michigan 49615  
(231) 533-8635



# FLOOR PLAN





## Vacant Village Council Position

I would like to get authorization to post in the paper, on Facebook and on our village website, that the village council has a vacant trustee position. This position would run until November of 2024. The ad would run for two weeks.