



A PLACE FOR TODAY. TOMORROW. THE FUTURE.

## Regular Meeting Agenda

May 9, 2022 – 7:00 P.M.

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

**2. Approval of Consent Agenda:**

Miller

- Approval of minutes of the April 11, 2022, Regular Council Meeting
- Approval of minutes of the April 18, 2022, DDA Meeting
- Approval of minutes of the April 18, 2022, Planning Commission Meeting
- Approval of minutes of the April 25, 2022, Planning Commission Meeting
- Approval of minutes of the April 11, 2022, Public Hearing
- Accept of DPW Director's Report for April
- Accept of Sheriff's Report for April 2022
- Accept Zoning Director's April 2022 Report
- 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**

- Economic Development Update
- 2022 Budget Adjustment (Grants)
- Wendigo Forest Purchase Agreement
- Retail Recreational Marijuana Update

Scow

Alden

Alden

Alden

**7. New Business**

- RARA Amendment to Articles of Incorporation
- RCL Change Order #4, \$66,748.00
- Sterling Change Order #6, (\$63,060.00)
- Fleis&Vandenbrink USDA Water & Wasterwater Additional Services
- 440-11 Sewer Invoice, Fleis&Vandenbrink, \$9,023.57
- 440-1 Water Invoice, Fleis&Vandenbrink, \$18,501.52
- Land Division Ordinance
- Fleis&Vandenbrink Survey Proposal
- Planning Commission Vacancy (Cook, Council Position)

Sue Jock

Alden

Alden

Alden

Alden

Alden

Alden

Alden

Alden

**8. Discussion Items**

- Little Library Box

Medina

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

**10. Council Comments**

**11. Items for the Next Agenda**

**12. Adjournment**

## VILLAGE OF ROSCOMMON

Minutes of the April 11, 2022

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, Joanne Lederman, Heather Roemer, Maureen Ruddy and Angela Cook. Others present - Manager Ron Alden, Clerk Frances Dawson, DPW Director Lance Cherven and Tammy Menghini. Public present at the meeting were Dan Scow, Sue Jock, Debbie Emery, Natalie Bohdan, Jennie Walker. The Pledge of Allegiance was recited by all and an Invocation was given by Trustee Dan Fishel.

### CONSENT AGENDA

Moved by Roemer, seconded by Cook, to accept the Consent Agenda with bills to be paid in the amount of \$21,167.81. Ayes: Ruddy, Cook, Fishel, Roemer, Lederman, Medina, Miller. Nays: None. The motion carried.

### REGULAR AGENDA

Moved by Roemer, seconded by Medina to approve the Regular Agenda with the postponement of the presentation of the RARA Master Plan and moving Village Manager Evaluation till later in the meeting. Ayes: Roemer, Ruddy, Fishel, Cook, Medina, Lederman, Miller. Nays: None. The motion carried.

### MANAGER'S REPORT

Alden gave updates on:

Great job on the new Visitors Book.

Mr. Cherven is getting the information and paperwork together to start the DWMA Grant, which is to replace galvanized and let pipe at no cost to the resident. EGLE also will survey all areas around the Village and do a cost analysis of our system with current rates. They will give suggestions on future of water lines and water tower.

Alden is meeting with Rep for the state on April 14, 2022 to see about future money we could get coming to the Village.

CDBG Block Grant applied for, for a couple of the businesses.

The DDA purchased 4 more benches for the Village. They are here and will be put out soon. Compost Site to open on Tuesday, April 19, 2022. Interviews for a new employee will be on Wednesday.

Five Families meeting is set for April 21, 2022 at 6:00 pm here at Village Hall.

There will be a formal presentation for the RRC Certification at the River Center on Monday, June 13, 2022 at 10:30 am.

Recycle schedule has changed so Higgins Twp. put out new schedules.

#### PUBLIC ACKNOWLEDEMENT ON AGENDA ITEMS

##### UNFINISHED BUSINESS

###### DPW Update-

Prices for a new plow truck have exploded so they will be getting the truck they have now refurbished.

The Let Run will go for about another week.

Well 4 will be ready to go back online later this week. Well 5 is ready also.

Getting spring and summer equipment ready.

USDA will be starting the new systems at the ponds in the next week. Sewer plant will be ready by the first of May. Samples will be starting up again from 4-5 sources.

Street and sidewalk sweeping will start next week.

Banners will be changed out as soon as they can get dried out.

###### Economic Update by Dan Scow –

Redevelopment properties are being sent out. Road signs on I-75 are in the works. Match on Main grant will be announced April 19, 2022.

Went thru progress on the Master Plan.

Iron Bell Trail has lost momentum, but is still trying to get established.

There may be rehab monies out there for historic buildings.

Mr. Scow is still working on new housing projects.

The Ordinance for the Recreational Marijuana is going to the Planning Commission next week and when they are finished it will be published in the paper, etc... and then will be back to Council.

Motion to appoint Edward Thoma to the Zoning Board until the term ends in December 2024 by Fishel, seconded by Medina. Ayes: Miller, Fishel, Medina, Lederman, Ruddy, Cook, Roemer. Nays: none. Motion carried.

##### NEW BUSINESS

Motion to approve Resolution of Assurance for Hiawatha CDBG Grant by Medina, seconded by Cook. Ayes: Lederman, Ruddy, Roemer, Cook, Medina, Miller, Fishel. Nays: none. Motion carried.

Motion to fund Billboard for Village of Roscommon marketing for one year at \$550 per month by Lederman, seconded by Ruddy. Ayes: Medina, Fishel, Miller, Roemer, Lederman, Cook, Ruddy. Nays: none. Motion carried.

#### DISCUSSION ITEMS

Alden asked opinions on how to approach the Blight problem. The Council is very concerned about it, but think that Mr. Alden is handling it as best as he can. The Council is going to try to come up with a better solution. There will be a letter sent that will list out the penalties and if they need to be assessed and put on the tax bills, they will be. The Police are willing to help out with enforcing the Ordinance.

#### PUBLIC ACKNOWLEDGEMENT

Mr. Dixon commented on great discussions among the Council members.  
Sue Jock gave an update on the Recreation Plan. Open forum planned in May for further questions and ideas for RARA.

#### COUNCIL COMMENTS

Medina reminding everyone about events coming up  
Lederman thanks everyone for coming to meeting  
Miller thanks everyone for being at the meeting.

#### ITEMS FOR THE NEXT AGENDA

Marijuana Ordinance  
Blight issues  
Open forum for RARA  
Grant updates

Motion from Lederman to go to closed session for Manager evaluation, seconded by Ruddy at 8:43 pm. Ayes: All in favor. Nays: none. Motion carried.

#### ADJOURNMENT

Moved by Fishel, seconded by Cook to adjourn the meeting at 9:22 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



# ROSCOMMON DOWNTOWN DEVELOPMENT AUTHORITY

## Board Minutes

April 18, 2022

Members Present: CEO Ron Alden, President Thomas O'Brien (1), Vice President Jim Anderson (2), Treasurer Andrea Weiss (1), Diane Love Suvada (3), Crystal Brabant (3), Isabella (Bella) Cortes (SM)

Virtual/Phone: Peggy Kish (Resident) (1),

Excused: Secretary Sue Jock (2), Jessie Sharpe (3), Sue McFatridge (3), Mike Walker (4), Tom Barber (4), Phil Weiler (4)

Others present: Dan Scow, Jory Klump-RARA, Sara Bonsack-Uncommonly Good

No comments on the agenda

Motion made by Ron Alden to accept the meeting minutes for March, second by Diane Love Suvada, motion carried.

Motion made by Ron Alden to accept the treasurer's report as presented, second by Jim Anderson, roll call, treasurer's report approved.

(Thru 4/15/2022)      **Treasurer's report**

Balance Forward	383,804.70
Deposits	\$67,908.09
Voided check #1233 Northern Storage Condo	\$50.00
	\$451,762.87

*Bills Approved Prior Month*

*Ck #1233 Northern Storage Condo* \$50.00

*Ck #1234 Tom O'Brien* \$150.00

*Ck #1235 Skye High Gymnastics -Façade Grant* \$5,000.00

*Ck #1236 Taste Local Difference-Farm market Ad* \$100.00

*Ck #1237 Marcie Dankert-Rackcards & Expo fee* \$340.00

*Bills to be approved*

*Ck #1238 Dan Scow* \$1,600.00

*Ck #1239 CRAF Center- RARA-AuSable River Center* \$300.00

*Ck #1240 Village of Roscommon-Benches* \$4,000.00

Ending Balance \$440,222.87



**CORRESPONDENCE & PUBLIC COMMENT-** MDA: 6 part webinar series is available all year-Thank you from the MDA

Sara Bonsack-Soft opening today for Uncommonly Good and tomorrow (4-19-22) they will be opened to the Public

### **COMMITTEE REPORTS-**

#### **Manager's Report-Alden**

- 4-21-22 @ 6:00pm -5 Family Meeting-Village's synopsis of the past year and what is planned for the coming year-Village Hall
- 4-30-22 9am-12 pm Community Spring Clean-Up with Rotary Hot Dog lunch-AuSable River Center
- 6-4-22 9am-1pm Roscommon County Hazardous Waste Drop off-Roscommon County Road Commission
- 6-13-22, Monday, 10:30am MEDC Redevelopment Ready Certification Presentation-AuSable River Center
- Village Compost site will be opening on 4-19-22
- Water Grant application-For repair/replacement of lead and galvanized connections. Eagle Assessment needs to be done by 2-2025. We are in good shape due to our current updates.
- Dan and Ron's meeting with Ken Borton of the Appropriation's Committee was cancelled regarding the ARP money, to be rescheduled.

- 4 new black benched that were purchased and are on site.

#### **ECONOMIC ADMINISTRATOR: SCOW**

- Update DDA on Master Plan progress-Reviewed and submitted a written Activity/Progress report
- CDBG Application-Approximately a 1 mil grant for the Hiawatha Park project has been submitted. It will be a 20% match and a 3-phase project.
- MOM Financial Assistance-Match on Main grant was awarded to Gardiner's Jewelry in the amount of \$25,000. They will have a 10% match and need to provide receipts for the grant plus match of \$27,500
- Building Rehabilitation Grant Discussion-Minimum grant is 1 mil to 5 mil.
- Façade Grants – Carnexa LLC sign \$5,000, Bird and Bear \$5,000, RAHS paint School House \$4,180 –Motion to approve Jim Anderson, second by Ron Alden, roll call, motion approved.

#### **OLD BUSINESS**

- Veteran - Thank You for Serving banners – Josh Scott-waiting on information
- Overhead Power line ordinance recommendation-No update

#### **NEW BUSINESS**

- Business Expo, May 18<sup>th</sup> Dan Scow is organizing and is ready
- Match on Main bridge funding-Covered with Dan's report
- 2022 DDA Short and Long term Project List-Discussion on whether the Village should make an offer on the Chase Building. Ron will discuss with the council.
- Hiawatha Grant financial commitment-Infrastructure updates in the amount of approximately \$185,000 will be needed on the Hiawatha property to proceed with the project. \$110,000 will be requested from ARP funds. The Village is requesting a \$50,000 contribution from DDA. Motion to allocate \$50,000 for infrastructure updates by Jim Anderson, support by Tom O'Brien, roll call, motion approved.
- Roll call vote requirements-No comment-Proceed as we have in the past on roll call on all financial matters
- Public toilets at CRAF Center – new doors-Jory Klump reported that RARA has considered allowing usage of the bathrooms in the CRAF center foyer for special events. They are currently looking into having the doors replaced with FOB entry. The DDA invited him back once he has an estimate, for potential funding.
- Downtown Rehabilitation Grant –Dan covered in his report.
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#### **FUTURE PROJECTS-No other updates**

#### **Liaison Reports:** Village, Township, Chamber and Other

Five Family Meeting Thursday, April 21<sup>st</sup>, 6:00 pm

Community Clean-Up, Saturday, April 30<sup>th</sup>.

C2 Canoe Race, Saturday, May 14<sup>th</sup>

Next DDA Meeting – Monday, May 16<sup>th</sup>.

Warbler Festival, Car Show, June 3<sup>rd</sup>

Household Hazardous Waste Collection, June 4<sup>th</sup>

MEDC RRD Presentation June 13<sup>th</sup>, 10:30 at The AuSable River Center



**MOTION TO ADJOURN- BY JIM ANDERSON SUPPORTED BY RON ALDEN AT 9:39 AM**

# Roscommon - Downtown Development Authority

4/18/2022

## Short Term Projects

	Priority	Comments
Hiawatha Improvements	1	Need to work with grant funding, greater access to the river and more recreation space
Industrial Park Sewer and Water	2	Infrastructure is critical for new development, Add mixed use property with this project
Pedestrian Bridge at Wallace Park	3	Needs to be included with the Hiawatha project
Exit sign at #239 and #244		We must come up with some way to get people off 75
Greenspace to be considered in future planning		Always a plus to a community, Remove this item it is part of the Master Plan
Chamber Village Maps		We could use a Village map, Remove should be a Chamber project
Advertisement Program		Vacant properties listed on the MEDC site
801 Marketing "Spring Guide"		Next year

## Long Term Projects

	Priority	Comments
M-18 Mixed Use Property - Infrastructure	1	This should be a short term project
Pavilion at the AuSable River Center	2	This could become a pinicle of the community with an ice rink included
Downtown Public Bathrooms	3	A huge need especially during festivals and events - move to short term list
Purchase Chase Bank property		Parking and restrooms would be critical
Frontier Property		Not for sale, this should be removed
Division Street Trail 2020 / Bridge		This can wait we have other priorities
Metro Park Improvements		We need something for the kids to do
Ice Skating Rink		Could be part of the AuSable River Center Pavilion
Bike Path Walkway - Robinson Creek & M-18		Along Robinson Creek and M-18 mixed use property

## Maintenance Items

	Priority	Comments
Sidewalk Repairs		
Light pole lamps, GFI maintenance, painting		
Trees Downtown		
Empty Building Event		
Redevelopment Readiness Community		



## PLANNING COMMISSION MINUTES

4/18/22

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, Kris Suvada (left at 6:45 p.m.), Steven DeVault. Members excused: Heather Roemer. Others present: Ron Alden, Jason Sharpe, Jennie Walker.

4. Approval of Minutes

Dixon asked for any discussion of the previous meeting minutes. After no discussion, Reilly made a motion to approve the minutes and Suvada second the motion. The motion was carried with all members present voting aye.

5. Public Comment

There was no public comment.

6. Old Business

A. Marijuana Ordinance

The first draft of the Village of Roscommon, Recreational Marijuana Establishment Ordinance was reviewed, and questions were clarified by Alden.

- No suggestions for change were made for Sections 1; 2; 3; 4; 5 (a) through (e); 7 (a), (b), (d) and (e); and 8 (a) through (e), and (h) at this time.
- Section 5 – Alden will explore fee structure and annual contract renewal with legal counsel.
- Section 5 (f) - Change of “application” to “applicant,” was recommended.
- Section 6 – Alden recommended that a documentation timestamp procedure be added to clarify the language of Section 6 and the competitive process in Section 7 (c) (6).
- Section 7 (c) (6) – Alden will review the language with legal counsel to reflect the “timestamp” language that may be added to Section 6.
- Section 8 (f) Members will review State of Michigan guidelines and make recommendations for the zoning areas of the remaining entities identified in the guidelines at the next meeting.
- Section 8 (g) – Members recommended that the hours of operation be modified to the hours between 9:00 a.m. and 10:00 p.m., Sunday through Saturday.



Dixon recommended that the commission reconvene on another date to continue the review of the first draft. Reilly made a motion to adjourn the draft review portion of this meeting and reconvene and continue the review at the Village Hall on Monday, 4/25/2022 at 5:30 p.m. DeVault second the motion. Draft review process was concluded at 6:45 p.m.

Dixon called the session back to order for completion of the remainder of the agenda at 6:47 p.m.

7. New Business

A. Business Update— presented by Alden

- Uncommonly Good did a soft opening on 4/16/2022.
- Village Outfitters will have soft opening on 4/23/2022.
- Tina Borchers of Prudenville purchased the boardwalk pharmacy/dental lab building for the purpose of a salon/day spa business.
- Bob Yancy is in the process of purchasing the Franz property for a used vehicle dealership.
- The “March on Main” grant went to Gardner Jewelry for equipment purchase and building improvements.
- The new Roscommon County Visitor’s Guide was presented.
- Roscommon’s Redevelopment Ready Communities (RRC) Certification celebration invitation was distributed. The celebration is on June 13, at 10:30 a.m., at the AuSable River Center, 211 North Main Street. Public is invited.
- Other announcements: Community Clean-up and lunch is on 4/30/2022, 9:00 a.m. to noon, at the AuSable River Center; and the Roscommon County Hazardous Waste Collection will be on 6/9/2022, 9:00 a.m. to noon at the County Road Commission.

8. Correspondence/Reports

No correspondence or reports.

9. Public Comment

Comments regarding the State of Michigan’s recreational retail marihuana pre-qualification processes and the background check were shared.

10. Adjournment

A motion of meeting adjournment was made by Reilly and Dixon second the motion. The motion was carried by members present. Meeting was adjourned at 7:02 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

4/25/22

1. Call to Order

Chairperson Dixon called to order the regular meeting of the Planning Commission at 5:35 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, Kris Suvada. Members excused: Steven DeVault, Heather Roemer. Others present: Ron Alden, Jason Sharpe, Kyle Stonehouse, Jennie Walker.

4. Approval of Minutes

Dixon asked for any discussion of the previous meeting minutes. After no discussion, Suvada made a motion to approve the minutes and Reilly second the motion. The motion was carried with all members present voting aye.

5. Public Comment

There was no public comment.

6. Old Business

A. Marijuana Ordinance (continued from 4-18-2022)

Alden reviewed the member questions and legal counsel responses from the 4-18-2022 meeting on the first draft of the Village of Roscommon, Recreational Marijuana Establishment Ordinance.

Dixon read Section 9 through 16 of the draft ordinance. All members present were in support of the drafted language.

Members revisited Section 7. (c) (2) and recommended it to be changed to reflect five (5) years instead of ten (10) years. Section 8. (f) was reviewed, and members recommended that the draft ordinance and the zoning ordinance be modified to include the current draft ordinance language of Section 8. (f) and the additional facilities described in Article 7, Section 7.7 B. 12 of the Village Zoning Ordinance. It was also recommended that the proposed retailer shall not be located within 1,000 feet of these additional facilities as well as the schools, as described in the draft ordinance. The members came to consensus that hours of operation be allowed 9 a.m. to 9 p.m., Sunday through Saturday in Section 8. (g).

Alden will review additional questions presented by members with legal counsel. He will report the responses at the next meeting.

7. New Business

A. Business Update— reported by Alden

- Village Outfitters and Uncommonly Good's soft openings went well.
- Tina Borchers continues her interest of establishing a salon/day spa business.
- Bob Yancy will close on the Franz property for a used vehicle dealership in May.
- Wendigo – Chris Gallagher's purchase is in process in the industrial park.
- Property requested by Ostling has been surveyed and the deed description process is next.
- Grant applications are submitted for the Hiawatha Project. The meeting with Lansing officials was canceled and will be rescheduled.
- The Mid-Michigan Health Services pharmacy building is being renovated. It will be housed in the law office building of Brabant.
- Banners are up and flowers will be hung up by Memorial Weekend. Beds of flowers may be added due to maintenance issues.
- Roemer submitted a letter of resignation from the Village Council. Resignation was accepted.

8. Correspondence/Reports

No correspondence or reports.

9. Public Comment

Positive comment.

10. Adjournment

A motion of meeting adjournment was made by Dixon and Suvada second the motion. The motion was carried by members present. Meeting was adjourned at 6:50 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

**VILLAGE OF ROSCOMMON**  
Minutes of the April 11, 2022  
Public Hearing Meeting – Hiawatha

President Michael Miller called the Public Hearing Meeting to order at 6:00 PM. Members of the Council present: Michael Miller, Dan Fishel, Tony Medina, Joanne Lederman, Heather Roemer, Maureen Ruddy, and Angela Cook. Others present - Manager Ron Alden, and Clerk Frances Dawson, and Assistant Tammy Menghini. Public present at the meeting were Dan Scow, Don Dixon, Kathleen Patchin, and Sue Jock. The Pledge of Allegiance was recited by all and an Invocation was given by Trustee Dan Fishel.

Ron Alden, the Village Manager, gave an update on the Hiawatha project. The engineers from Fleis & Vendenbrink came up with a great layout to show the Council and public of what it could look like.

The Council and the audience had several ideas that were discussed. It was also discussed about getting grants and assistance to help with the local project.

Public hearing closed at 6:52 pm.

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Michael Miller  
Village President

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Frances Dawson  
Village Clerk



## **DPW Report for May 2022 Council Meeting**

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

- Benches will be placed Monday the 16<sup>th</sup> throughout town.
- Sidewalks have been swept and street sweeping is nearly completed. Most of our spring clean up at the parks and other sites we maintain has been completed.
- Hydrant flushing will begin within the next week or so.
- USDA Project Update: New water main installation should begin sometime in May along Wyckoff Dr. They are going to begin construction on Well #5 Monday the 9<sup>th</sup>. Well #4 is online and working great. Lift station rehab is beginning Monday May 9<sup>th</sup>. New sewer screen at the plant has been installed and working great. New aeration system work as begun and will be completed sometime in May.
- Wallace Park bathrooms will be opened for the summer next week.
- DWAM grant project is set to begin the 3<sup>rd</sup> week of July.
- We have begun sewer discharge for the summer. Everything is looking great currently.
- Pricing for a new plow truck is way out of budget so I am gathering quotes to have the old one completely rebuilt, I will update when we receive all pricing back.
- We have begun taking in sewer samples from other communities, we have the same as last year and are looking at expanding to a few other communities.

As always feel free to contact me with question or concerns.

Thank You Kindly,

Lance Cherven

Village Patrol		Apr-22		
Mileage	=	418		
Hours	=	75		
Stops	=	14		
VW	=	12		
Citations	=	7		
Criminal	=	4		
Non Criminal	=	5		
Report Writing		8		
Accidents	=	0		
Arrests	=	0		
Contacts	=	104		
Prop. Check	=	98		
Liquor Inspections=		18		

**Activity Report to Village of Roscommon  
Village Patrol Paid Hours**

**Details**  
EASTER HAM DELIVERY

**ARRESTS**  
**WARRANT X3**

**Complaints**

D- CIVIL MATTER/ ROBINSON  
P- TRAFFIC WARRANT ARREST/5TH-ST HELEN  
D- SUSPICIOUS VEHICLE/HUNTINGTON BANK  
D- ORV COMPLAINT/ BROOKS ST  
D- GENERAL NON-CRIMINAL/ SHERWOOD  
P- WARRANT ARREST/ N. MAIN  
P- GENERAL NON CRIMINAL/ ROSH  
D- SUSPICIOUS SITUATION/ ROSCO BP  
D- FEMALE WAVING DOWN VEHICLES/ MINI BUS OFFICE UTL  
D- WELL BEING CHECK/ GEORGE ST  
P- HARASSMENT COMPL/ ROSH LOBBY  
D- ATL/ RIVER FOREST APTS

Apr-22 **Additional Village Activity**

Hours 8

Criminal Complaints

Non Criminal Complaints

Traffic Stops 12

Verbal Warnings 12

Citations

OWI Arrests

Other Arrests

Accidents

Assist EMS

Other Assignments

HAMS

Type of Complaints Handled

**Arrests**



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

May 4, 2022

**BUILDING AND ZONING REPORT FOR THE MONTH OF April 2022**

4/6/22: Issued permit for 241 Lake St. Inspection at 1107 St. Helen

4/13/22: Issued permit for shed at 111 Pinecrest

4/20/22: Review site plan for the old pharmacy building.

4/27/22: Review Land division ordinance. Issue permit for 411 Shelly 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**





TO: Village Council  
FROM: Frances Dawson  
DATE: May 3, 2022  
SUBJECT: Budget Amendments/Budget Adjustments

The following funds need to be added to the Budget:

Increase 101-000-629-000 (Brownfield) \$7,435.25  
Increase 591-000-990.000 (Water Projects) \$183,719.00

**VILLAGE OF ROSCOMMON**  
**Ordinance No. \_\_\_\_\_ of 2022**

**AN ORDINANCE TO AUTHORIZE THE CONVEYANCE OF VILLAGE PROPERTY**

THE VILLAGE OF ROSCOMMON ORDAINS:

**Section 1. Authorization to Convey Village Property.**

Pursuant to MCL 67.4, the Village President and Village Clerk are hereby authorized to sign a warranty deed on behalf of the Village of Roscommon conveying the following described Village property to Wendigo Forest Products, LLC, a Michigan limited liability company, for the consideration of \$10,000.00, the sufficiency of which is hereby determined adequate by the Village:

Property situated in the Township of Higgins, County of Roscommon, State of Michigan, to-wit:

Parcel "3": Commencing at the South 1/4 corner of Section 7, T24N, R2W; thence N1°40'E along the North-South 1/4 line, 1325.4 feet; thence S88°31'E along the 1/8 line, 521.1 feet to the Place of Beginning; thence N0°47'E, 270 feet; thence S88°31'E along the Right of Way line of Squire Street, 250 feet; thence S0°47'W, 270 feet; thence N88°31'W along the 1/8 line, 250 feet to the Place of Beginning. Being a part of the Northwest 1/4 of the Southeast 1/4, Section 7, T24N, R2W.

Parcel "2": Commencing at the South 1/4 corner of Section 7, T24N, R2W; thence N1°40'E along the North-South 1/4 line, 1325.4 feet; thence S88°31'E along the 1/8 line, 121.1 feet to the Place of Beginning; thence N0°47'E, 270 feet; thence S88°31'E along the Right of Way line of Squire Street, 400 feet; thence S0°47'W, 270 feet; thence N88°31'W along the 1/8 line, 400 feet to the Place of Beginning. Being a part of the Northwest 1/4 of the Southeast 1/4 of Section 7, T24N, R2W.

**Section 2. Effective Date.**

This Ordinance shall be effective the day following its publication in a newspaper of general circulation within the Village.

Ordinance No. \_\_\_\_\_ was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Roscommon Village Council as follows:

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

\_\_\_\_\_  
Frances Dawson, Clerk

\_\_\_\_\_  
Michael Miller, President

I certify that this is a true copy of Ordinance No. \_\_\_\_\_ that was adopted at a regular meeting of the Roscommon Village Council on \_\_\_\_\_, 2022 and published in the \_\_\_\_\_ on \_\_\_\_\_, 2022.

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

\_\_\_\_\_  
Frances Dawson, Clerk

## AGREEMENT OF SALE

This Purchase Agreement (the "Agreement") is entered into as of \_\_\_\_\_, 2022 (the "Effective Date") by and between the Village of Roscommon, a Michigan general law village, whose address is 702 Lake St., Roscommon, MI 48653 ("Seller"), and Wendigo Forest Products, LLC, a Michigan limited liability company, whose address is 1190 West Maplehurst Drive, Roscommon, MI 48653 ("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 Township of Higgins, County of Roscommon, State of Michigan, to-wit:

Parcel "3": Commencing at the South 1/4 corner of Section 7, T24N, R2W; thence N1°40'E along the North-South 1/4 line, 1325.4 feet; thence S88°31'E along the 1/8 line, 521.1 feet to the Place of Beginning; thence N0°47'E, 270 feet; thence S88°31'E along the Right of Way line of Squire Street, 250 feet; thence S0°47'W, 270 feet; thence N88°31'W along the 1/8 line, 250 feet to the Place of Beginning. Being a part of the Northwest 1/4 of the Southeast 1/4, Section 7, T24N, R2W.

Parcel "2": Commencing at the South 1/4 corner of Section 7, T24N, R2W; thence N1°40'E along the North-South 1/4 line, 1325.4 feet; thence S88°31'E along the 1/8 line, 121.1 feet to the Place of Beginning; thence N0°47'E, 270 feet; thence S88°31'E along the Right of Way line of Squire Street, 400 feet; thence S0°47'W, 270 feet; thence N88°31'W along the 1/8 line, 400 feet to the Place of Beginning. Being a part of the Northwest 1/4 of the Southeast 1/4 of Section 7, T24N, R2W.

The property as described above shall include all buildings 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 TEN THOUSAND and 00/100 DOLLARS (\$10,000.00), 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 its discretion elects to have such inspections done)

### Earnest Money Deposit

Purchaser hereby pays to Seller or Sellers' agent an earnest money deposit of FIVE HUNDRED and 00/100 DOLLARS (\$500.00) 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 Sellers' 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 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. Purchaser hereby agrees to pay the costs of such title insurance.

**Sellers' 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.

## 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 on \_\_\_\_\_, 2022.

VILLAGE OF ROSCOMMON, a Michigan general  
law village

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

Its: President

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

WENDIGO FOREST PRODUCTS, LLC, a  
Michigan limited liability company

By: \_\_\_\_\_  
Christopher Gallagher

Its: Member

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

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

**INTERGOVERNMENTAL AGREEMENT CONCERNING THE  
FIRST AMENDMENT TO THE  
ROSCOMMON AREA RECREATION AUTHORITY**

THIS INTERLOCAL AGREEMENT to amend the Articles of Incorporation for the Roscommon Area Recreation Authority is entered into between the Village of Roscommon, a general law village, whose address is 702 Lake St., P.O. Box 236, Roscommon, MI 48653 (the Village) and Higgins Township, a Michigan general law township, whose address is 700 South 5<sup>th</sup> St., P.O. Box 576, Roscommon, MI 48653 (the Township). Together the parties shall be referred to as the Participating Municipalities.

**RECITALS**

- A. The Participating Municipalities incorporated the Roscommon Area Recreation Authority under Act 321 of the Public Acts of 2000, the Recreational Authorities Act (the Act) in December, 2019.
- B. The Articles of Incorporation were filed with the Michigan Department of State, Office of the Great Seal State on February 27, 2020.
- C. The Participating Municipalities desire to amend the Articles of Incorporation for the Roscommon Area Recreation Authority to provide that upon dissolution of the Authority either of the Participating Municipalities shall assume control of land owned by the Authority that is encumbered in whole or in part with grants from the Michigan Department of Natural Resources.
- D. The Participating Municipalities, therefore, enter into this Agreement to accomplish the desired amendment.

**AGREEMENT**

In consideration of the mutual promises contained herein, the Participating Municipalities hereby agree as follows:

- 1. Article XI of the Articles of Incorporation is hereby amended to add a new subsection D, which shall read in its entirety as follows:
  - D. All lands encumbered with grants from the Michigan Department of Natural Resources (DNR) must be maintained as public lands in

perpetuity or as outlined in the DNR Grant Project Agreement. In the event that, at the time of the dissolution, the Authority is in possession of the lands encumbered in whole or in part with DNR grants one or more of the Participating Municipalities shall assume control of said lands and will be responsible for the grant encumbrances and long-term commitments.

2. Except as provided herein, all of the terms and conditions of the Articles of Incorporation creating the Roscommon Area Recreation Authority shall remain in full force and effect.
3. The Clerk for the Village of Roscommon shall be responsible for publishing this First Amendment to the Articles of Incorporation in the \_\_\_\_\_ and for filing a certified copy of this First Amendment with the Secretary of State as required by the Act.
4. This First Amendment shall become effective upon being filed with the Secretary of State as required by the Act.

The foregoing First Amendment to the Articles of Incorporation were adopted by the Roscommon Village Council at a meeting duly held on the \_\_\_\_\_ day of May, 2022.

VILLAGE OF ROSCOMMON

By: \_\_\_\_\_  
Michael Miller, President

By: \_\_\_\_\_  
Frances Dawson, Clerk

The foregoing First Amendment to the Articles of Incorporation were adopted by the Higgins Township Board at a meeting duly held on the \_\_\_\_\_ day of May, 2022.

HIGGINS TOWNSHIP

By: \_\_\_\_\_  
William Curnalia, Supervisor

By: \_\_\_\_\_  
Margaret Borgula, Clerk



Date of Issuance: 5/2/22	Effective Date: 5/2/22
Owner: Village of Roscommon	Owner's Contract No.: 838942-2
Contractor: RCL Construction, Inc.	Contractor's Project No.:
Engineer: Fleis & VandenBrink	Engineer's Project No.: 838942-2
Project: Village of Roscommon USDA Wastewater System Improvements	Contract Name: Contract 2 – WWTF and PS

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

Description:

- Bulletin No. 5 Item 2b Main Pump Station – Install Pump Control Panel at Alternate Location – Add \$42,672.00
- Bulletin No. 6 Item 1 – Aeration Blower Power Feed – Add \$13,893.00
- Bulletin No. 6 Item 2 – Blower Building HVAC – Add \$5,409.00
- Bulletin No. 7 – Pump Station Piping – Add \$4,774.00
- Contract time extension due to material delays

Attachments: RCL Construction, Inc. Request for Change Order

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ <u>3,244,600.00</u>	Original Contract Times: Substantial Completion: <u>300 days, March 9, 2022</u> Ready for Final Payment: <u>330 days, April 8, 2022</u> days or dates
Decrease from previously approved Change Orders No. <u>1</u> to No. <u>3</u> :  \$ <u>(121,173.54)</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : Substantial Completion: <u>150</u> Ready for Final Payment: <u>150</u> days
Contract Price prior to this Change Order:  \$ <u>3,123,426.46</u>	Contract Times prior to this Change Order: Substantial Completion: <u>450 days, August 6, 2022</u> Ready for Final Payment: <u>480 days, September 5, 2022</u> days or dates
Increase of this Change Order:  \$ <u>66,748.00</u>	Increase of this Change Order: Substantial Completion: <u>120</u> Ready for Final Payment: <u>120</u> days or dates
Contract Price incorporating this Change Order:  \$ <u>3,190,174.46</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>570 days, December 4, 2022</u> * Ready for Final Payment: <u>600 days, January 3, 2023</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED: Digitally signed by Sam Luedtke Date: 2022.05.04 15:47:16 -04'00'	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	By: <u>Sam Luedtke</u>	By: <u>Sam Luedtke</u>	By: <u>Sam Luedtke</u>	By: <u>Sam Luedtke</u>
Title: <u>Engineer (if required)</u>	Title: <u>Owner (Authorized)</u>	Title: <u>Contractor (Authorized Signature)</u>	Title: <u>Contractor (Authorized Signature)</u>	Title: <u>Contractor (Authorized Signature)</u>	Title: <u>Contractor (Authorized Signature)</u>
Date: <u>5-2-22</u>	Date: <u>Village Manager</u>	Date: <u>Project Manager</u>	Date: <u>Project Manager</u>	Date: <u>Project Manager</u>	Date: <u>Project Manager</u>

Approved by Funding Agency (if applicable)

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

\* Contract time adjustment to be based on change order execution date and control panel approval and delivery.

**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 21, 2022**

**DUE DATE: February 28, 2022**

**CONTRACTOR: RCL Construction Co., Inc.  
777 Maynard Rd.  
Sanford, MI 48657**

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

**DRAWING REVISION NO.: N/A  
DRAWING SHEETS ISSUED HERE WITH: N/A  
DISTRIBUTION: RCL Construction Co., Inc.  
Village of Roscommon**

=====

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.

**BULLETIN**  
*Page 2 of 3*

BULLETIN NO. 5

DATE: February 21, 2022

**ITEM NO 1: Main Pump Station (PS1) Electrical Service**

Section: 43 21 13      Title: Dry Pit Submersible Pumps

Reissued in its entirety – Replace paragraph 2.04 B.1 with the following:

*B.1 Electrical: 240 VAC, 60 Hz, 3 phase*

We understand the pumps were provided at 460v. The electrical service at PS1 is 240v, 3-phase and not 480v, 3-phase. Provide the price to rewire pumps to 230v and adjust all equipment (i.e. VFD's, bypass starters, line reactors, circuit breakers, enclosure size) for 230v in lieu of 460v.

Add \$ Price included in item 2A and 2B options.

**ITEM NO. 2A: Main Pump Station (PS1) - Install Pump Control Panel with VFD's Mounted at Alternate Location**

We understand the pump control panel that is being replaced at the Main Pump Station (PS1) requires space that cannot be accommodated at the location shown on the proposed plans given the proximity with the existing electrical equipment. The preliminary size of the pump control panel (PCP) with all equipment is approximately 60Wx60H. By removing the variable frequency drives (VFD) the width of the PCP should reduce by 1 ft. for an anticipated size of approximately 48Wx60H.

Provide pricing to install the VFD's at the alternate location shown in the enclosed documents. This includes all costs related to electrical components required for the installation at the alternate location and labor required to demolish and dispose of existing cabinets and any other auxiliary hardware.

NOTE: The Contractor is recommended to visit the site and verify all existing configurations.

Add \$ 46,320.00 \* See attached scope and clarifications.

**ITEM NO. 2B: Main Pump Station (PS1) - Install Pump Control Panel at Alternate Location**

Similar to that of Item No. 2, we understand the PCP at PS1 requires space that cannot be accommodated at the location shown on the proposed plans. Provide pricing to install the PCP with all equipment (60Wx60H) at the alternate location shown in the enclosed documents. This includes all costs related to electrical components requirement for the installation at the alternate location and labor and material required to demolish the internal existing wall and fill in the exterior door with masonry. Include the cost of the disposal of all demolished materials (i.e. brick/masonry) and abandoned equipment spare room.

NOTE: Item No. 2B if authorized would replace authorization of Item No. 2A.

Add \$ 42,672.00 \* See attached scope and clarifications.



**BULLETIN**  
*Page 3 of 3*

BULLETIN NO. 5

DATE: February 21, 2022

Enclos.: 43 21 13 Dry Pit Submersible Pumps  
Photos of Pump Station  
Drawing PS1 with Markups

CONTRACTOR:

**Sam Luedtke**

Digitally signed by Sam Luedtke  
Date: 2022.04.12 11:02:00 -04'00'

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Signature

Sam Luedtke V.P. of Field Operations

---

Name and Title of Signatory

April 12, 2022

---

Date

Contract duration extension: Add 31 Weeks. \*See attached scope and clarifications.



**BUILT-IN SATISFACTION**  
Since 1982

**777 WEST MAYNARD RD.  
SANFORD, MICHIGAN 48657  
PH. (989) 687-7319 Ext. 102  
FAX (989) 687-5378**

Fleis & Vandenbrink

4/12/22

Attn: Scott Hall

Re: Roscommon Contract 2 -WWTF & Pump Stations

**Request for Change Order**

**Bulletin #5: Item 1: Rewire pumps to 230V. Pricing included in Options 2A & 2B.**

**Bulletin #5 Item 2A: Install Pump Control Panel with VFD's Mounted at Alternate Location.**

Mechanical	\$22,264.00
Electrical	\$14,350.00
*Painting/Foam	\$ 1,930.00
Supervision/General Conditions	\$ 3,670.00
Demo/Dumpster	\$ 893.00
5% OH&P	\$ 1,927.00
15% OH&P	\$ 684.00
<u>Bonds &amp; Insurance</u>	<u>\$ 602.00</u>
<b>Total Add</b>	<b>\$46,320.00</b>

**Bulletin #5 Item 2B: Install Pump Control Panel at Alternate Location.**

Mechanical	\$17,817.00
Electrical	\$12,725.00
*Painting/Foam	\$ 2,240.00
Masonry at Door	\$ 1,400.00
Supervision/General Conditions	\$ 3,670.00
Demo/Dumpster/Infills-Rubbing	\$ 1,744.00
5% OH&P	\$ 1,709.00
15% OH&P	\$ 812.00
<u>Bonds &amp; Insurance</u>	<u>\$ 555.00</u>
<b>Total Add</b>	<b>\$42,672.00</b>



**\*Both Options Exclude floor coating touch up due to the current condition of the floor.**

Optional pricing to prep and install one coat off 100% solids epoxy on the entire floor in the pump station. **Add \$1,280.00**

**Items Included.**

- Per pricing description breakout above for Options 2A & 2B.
- Item 2B: Wiring and disconnect based on control panel main breaker size of 150amp.
- Item 2B: Includes Switch and new type L3 Fixture in control panel room.
- Item 2B: Door Infill to be wood framed with brick veneer. Brick veneer to infill existing opening (No Masonry Toothing)
- Item 2B: For interior wall demo, the plan is to remove the wall and rub out end cuts (No Masonry Toothing)
- Includes using EMT conduit on upper floor of pump station.
- Pricing and duration based on allowing engineer 2 weeks to complete submittal review, and submittal returned approved or approved as noted. Cost and duration subject to change if submittals are returned revise and resubmit.

**Items Excluded**

- Work and other trades not specifically included above and in option breakouts.

Contract duration extension for proposed work scope. **Add 31 Weeks from date of executed change order.**

• Submittal Lead time after change order authorization.	<b>5 Weeks</b>
• Engineer Review.	<b>2 Weeks</b>
• Lead time after approval.	<b>16 Weeks</b>
• Misc. Coordination to schedule/mob after Delivery.	<b>2 Weeks</b>
• Duration for installation after Equipment Delivery/Mob.	<b><u>6 Weeks</u></b>
<b>Total</b>	<b>31 Weeks</b>

Please sign this request and issue a change order for additional work.

Thank you,  
Sam Luedtke

Authorization to proceed

\_\_\_\_\_

Date: \_\_\_\_\_

**BULLETIN**  
*Page 1 of 3*

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

BULLETIN NO. 6

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

DATE: March 18, 2022

DUE DATE: March 25, 2022

CONTRACTOR: **RCL Construction Co., Inc.**  
**777 Maynard Rd.**  
**Sanford, MI 48657**

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

DRAWING REVISION NO.: N/A  
DRAWING SHEETS ISSUED HERE WITH: N/A  
DISTRIBUTION: RCL Construction Co., Inc.  
Village of Roscommon

=====

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.

**BULLETIN**  
Page 2 of 3

BULLETIN NO. 6

DATE: March 18, 2022

**ITEM NO 1: Aeration Blower Power Feed**

This item includes necessary work to provide separate 480V power feed to each aeration blower. Provide (3) 3/40A breakers with lockout devices in panel BBH1. Each breaker shall feed one blower. Branch circuits to blower shall be 4#8, utilize existing under slab conduit. Remove existing 3/120A breaker and turn over to owner for salvage. Provide blanks for spaces 1,3,5 in Panel BBH1. These modifications include but are not limited to conduit, conductors, breakers, and appurtenances.



Add/Deduct \$ 13,893.00

\* Includes additional 120V Feeds, See attached.

**ITEM NO. 2: Blower Building HVAC**

This item includes all necessary work to provide control to EF-2 and L-1 in blower building. Interlock exhaust fan with louver, refer to attached control diagram. Thermostat shall be Chromalox type WCRT or equal by Honeywell or Indeeco. Thermostat shall be reverse acting and adjustable, set at 78 °F. Provide switch and appurtenances in accordance with the Contract Documents. These modifications include but are not limited to thermostat, switches, control relays, conduit, conductors, and appurtenances.



Add/Deduct \$ 5,409.00

Enclos.: Blower Building Exhaust Fan Control Diagram

CONTRACTOR:

**Sam Luedtke**

Digitally signed by Sam Luedtke  
Date: 2022.04.12 08:19:52  
-04'00'

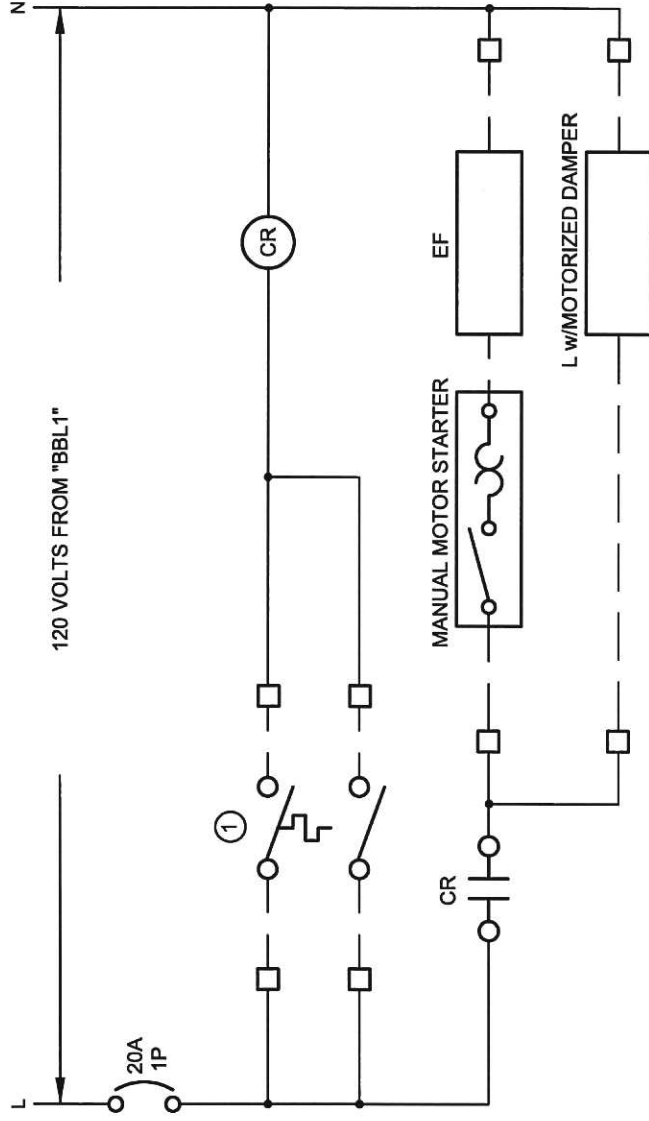
Signature

Sam Luedtke V.P. Field Operations

Name and Title of Signatory

April 12, 2022

Date



## EF-2 & L-1 WIRING DIAGRAM

### NOTES:

- ① REVERSE ACTING THERMOSTAT. SET AT 78 °F.

848943

FLV PROJECT NO.



VILLAGE OF ROSCOMMON  
ROSCOMMON COUNTY, MI  
BULLETIN NO. 6

WIRING DIAGRAM





**BUILT-IN SATISFACTION**  
Since 1982

**777 WEST MAYNARD RD.  
SANFORD, MICHIGAN 48657  
PH. (989) 687-7319 Ext. 102  
FAX (989) 687-5378**

Fleis & Vandenbrink

4/12/22

Attn: Scott Hall

Re: Roscommon Contract 2 -WWTF & Pump Stations

**Request for Change Order**

**Bulletin #6: Item 1: Aeration Blower Power Feed.**

Electrical	\$13,100.00
5% OH&P	\$ 655.00
Bond	\$ 198.00
<b>Total Add</b>	<b>\$13,893.00</b>

**Bulletin #6 Item 2: Blower Building HVAC.**

Electrical	\$5,100.00
5% OH&P	\$ 255.00
Bond	\$ 54.00
<b>Total Add</b>	<b>\$5,409.00</b>

**Items Included.**

- Item #1 Aeration Blower Power Feed: Includes 480V power feed to each blower from panel BBH1, and 120V power feed to each blower from panel BBL1. (Blowers also require 120V at the unit to energize a control board.)
- Item #1 required new feeds and conduit from panel BBH1 to the blowers
- Per description above and attached.

**Items Excluded**

- Work by other trades not included above.

**\*Contract duration extension for proposed work scope. 0 days**

Please sign this request and issue a change order for additional work.

Thank you,  
Sam Luedtke

Authorization to proceed

Date: \_\_\_\_\_



3510 Rhodes Rd.  
Rhodes, MI 48652  
989-879-4256

# Proposal

Proposal No.
1610

## Customer Name

RCL Construction  
777 Maynard Rd  
Sanford, MI 48657

**Item #1 Aeration Blower Power Feed:**  
Includes 480V power feed to each blower from panel BBH1, and 120V power feed to each blower from panel BBL1. (Blowers also require 120V at the unit to energize a control board.)

Description		Total
Labor and materials to make changes as described in Bulletin #6 as follows for Roscommon Pump Station/Bulletin #6.		
<b>Item #2 HVAC</b>		
General expense/P.M.	\$600.00	
Miscellaneous materials	\$1,500.00	
Labor to install	\$3,000.00	
Labor	\$5,100.00	
<b>Item #1 Blower Power</b>		
General expense/P.M.	\$1,000.00	
Square D	\$2,025.00	
Miscellaneous materials	\$3,075.00	
Labor to install	\$7,000.00	
Total	\$13,100.00	
Note		
1. Item <b>#1</b> required new feeds and conduit from panel BBH1 to blowers.		
2. Each blower also requires 120 Volt Circuit to each control board.		
<b>Total</b>		<b>\$0.00</b>

Customer Signature: \_\_\_\_\_

**BULLETIN**  
*Page 1 of 2*

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

**BULLETIN NO. 7**

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

**DATE: April 27, 2022**

**DUE DATE: April 29, 2022**

**CONTRACTOR: RCL Construction Co., Inc.  
777 Maynard Rd.  
Sanford, MI 48657**

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

**DRAWING REVISION NO.: N/A**  
**DRAWING SHEETS ISSUED HERE WITH: N/A**  
**DISTRIBUTION: RCL Construction Co., 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.

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BULLETIN NO. 7

DATE: April 27, 2022

**Item No. 1: Replacement of Wet Well Discharge Piping**

DRAWING CHANGES: PS2, PS3, and PS5

Upon further exploration of the piping in the St. Helen and Boardwalk pump stations, the discharge piping in the wet well is in very poor condition. The contract drawings call for removal of discharge pipe as necessary for the installation of the new base elbow for the new pump installation. However, we understand the discharge piping at those elevations are in disrepair to the extent that mechanical adapters may not be feasibly installed. Please provide pricing for all labor and material necessary to remove and replace piping as necessary to a located where the piping appears to be in better condition. Anticipated location is downstream of the upper elbow (i.e. connect to the horizontal discharge pipe that exits the concrete wall).

**SPECIFICATION CHANGES:**

Section: 33 32 05 Title: Submersible Duplex Submersible Pumps

Reissued in its entirety – Replace paragraph 2.01 with the following:

**A. Submersible Pump Discharge Piping:**

1. Pipe:
  - a. Ductile Iron: ANSI A21.50 and ANSI A21.51; Class 52 or *Polyvinyl Chloride: PVC Schedule 80*
  - b. Cement Lining: ANSI A21.4, AWWA C-104 standard thickness for ductile iron pipe and fittings.
2. Joints:
  - a. Buried: Restrained Mechanical ANSI A21.11.
    1. Megalug by EBBA Iron Sales, Inc. or ENGINEER approved equal.
  - b. Exposed: Flanged, Class 125, ANSI B16/1/AWWA C-115.
  - c. *PVC Pipe to Ductile Iron Fitting Mechanical Flanged Joint.*

Add \$ 2,387.00 [St Helen Pump Station]

Add \$ 2,387.00 [Boardwalk Pump Station]

Enclos.: Specification 33 32 05 (12 pages)

**CONTRACTOR:**

Sam Luedtke

Signature

Sam Luedtke VP Field Operations

Name and Title of Signatory

4/28/22

Date



## **SECTION 33 32 05**

### **SUBMERSIBLE DUPLEX PUMP STATIONS**

#### **PART 1 - GENERAL**

##### **1.01 SUMMARY:**

- A. This Section includes work associated with submersible pump stations and their associated mechanical and structural components.

##### **1.02 REFERENCES:**

- A. Except as herein specified or as indicated on the Drawings, the work of this Section shall comply with the following:
  - 1. Hydraulic Institute Standard
    - a. HI 1.6 – Centrifugal Pump Tests.

##### **1.03 DEFINITIONS:**

- A. Abbreviations:
  - 1. BEC: Best efficiency capacity
  - 2. BEP: Best efficiency point
  - 3. TDH: Total dynamic head
  - 4. gpm: gallons per minute
- B. Definitions:
  - 1. BEC: the flow rate at the best efficiency point on the pump curve.

##### **1.04 PUMP DESIGN AND PERFORMANCE REQUIREMENTS:**

- A. General:
  - 1. Two pumps are required at each pump station. Pumps within an individual pump station shall be identical.
  - 2. Solids handling: 3-inch non-compressible sphere.
  - 3. Pumps shall be specifically made for raw sewage pumping applications.
  - 4. Each pump shall be equipped with a submersible motor and discharge base elbow.
  - 5. Pumps shall operate within the system head curve provided within the pump manufacturers recommended limitation of the pump without excessive vibration and any cavitation.
  - 6. Each pump shall be automatically and firmly connected to the discharge connection, guided by no less than two guide rails extending from the top of the station to the discharge connection.
  - 7. The pump connection to the discharge shall be watertight.
  - 8. All equipment and materials placed inside the pump station shall be UL or FM listed for use in NEC Classified Class 1, Division 1, Group D, hazardous locations.
  - 9. All fasteners and miscellaneous metals shall be non-magnetic 316 stainless steel.
  - 10. All non-clog impeller design points shall be between 70 percent and 120 percent of the Best Efficiency Point (BEP).
  - 11. Bearing life shall be designed for a minimum 50,000 hours L10 life.
- B. Alternate Pump Operational Requirements:

1. The pump shall be equipped with a fully speed adjustable submersible electric motor for 480 volt, 3 phase, 60 hz operation. The pump shall be supplied with a mating cast iron discharge connection. The pump shall be fully speed adjustable in the field as needed due to potential field variances
2. The motor horsepower shall be suitable for the application and adjustable from 0-10 hp so that the pump is non-overloading throughout the entire pump performance curve from shut-off through run-out.
3. The motor shall be able to operate non-submerged without damage while pumping under load.
4. Pump start shall be able to operate non-submerged without damage while pumping under load.
5. Pump start shall utilize speed ramp up at reduced current. All devices to soft start the pump via reduced voltage shall be incorporated within the pump/motor housing. These same devices shall also provide for a "soft stop" of the pumping element.
6. Operating instructions: The Contractor shall finish, upon completion of the equipment installation and before initial operation, operating instructions for all equipment furnished and installed under this contract.
7. Lubrication and tools: All equipment shall have facilities for lubrication conveniently located. The Contractor shall provide lubrication equipment that will be necessary for proper maintenance. The Contractor shall also provide maintenance instructions and one year's supply of recommended lubricants for each item of equipment properly labeled, including mechanical seal chamber oil for both pumps. The Contractor shall furnish any special tools necessary for proper maintenance and adjustment of the equipment.

C. Performance criteria:

Lake Street Pump Station (PS#2)

1. Flygt series N Impeller manufactured by Xylem, Pentair Hydromatic, HOMA, or Engineer approved equal.
2. Pump Type: Submersible, non-clog
3. Design point: 100 gpm at 25 ft TDH
4. Minimum pump efficiency: 40%
5. Minimum Motor Size: 1.5 hp
6. Nominal Rotative Speed: 1800 RPM
7. Fluid pumped: Raw wastewater
8. Discharge Flange: 4-inch
9. Quantity of pumps: Two (2)

St Helen Pump Station (PS#4)

1. Flygt series N Impeller manufactured by Xylem, Pentair Hydromatic, HOMA, or Engineer approved equal.
2. Pump Type: Submersible, non-clog
3. Design point: 260 gpm at 38 ft TDH
4. Minimum pump efficiency: 60%
5. Minimum Motor Size: 5 hp
6. Nominal Rotative Speed: 1800 RPM
7. Fluid pumped: Raw wastewater
8. Discharge Flange: 4-inch
9. Quantity of pumps: Two (2)

Boardwalk Pump Station (PS#5)

1. Flygt series N Impeller manufactured by Xylem, Pentair Hydromatic, HOMA, or Engineer approved equal.

2. Pump Type: Submersible, non-clog
3. Design point: 180 gpm at 27 ft TDH
4. Minimum pump efficiency: 60%
5. Minimum Motor Size: 3 hp
6. Nominal Rotative Speed: 1800 RPM
7. Fluid pumped: Raw wastewater
8. Discharge Flange: 4-inch
9. Quantity of pumps: Two (2)

**Alternate Pump:** Lake Street, St Helen, and Boardwalk PS

1. Flygt Concertor XPC N80 manufactured by Xylem.
2. Pump Type: Submersible, non-clog
3. Design point: 100 gpm at 25 ft TDH Lake Street  
260 gpm at 38 ft TDH St Helen  
180 gpm at 27 ft TDH Boardwalk
4. Minimum pump efficiency: 60% Lake Street,  
65% St Helen,  
65% Boardwalk,
5. Motor Size: 10 hp
6. Nominal Rotative Speed: 800 to 3250 RPM (varies)
7. Fluid pumped: Raw wastewater
8. Discharge Flange: 4-inch
9. Quantity of pumps: Two (2)

**1.05 SUBMITTALS:**

A. Submit in accordance with Section 01 33 00 - Submittals.

**B. Shop Drawings:**

1. Pump submittal:
  - a. Pump curve resulting from a calibrated motor.
  - b. Show capacity head curve with rotative speed, operating points, impeller type and diameter, efficiency, brake horsepower, shutoff head, net positive suction head and impeller diameter.
  - c. Manufacturer's data pump dimensional drawing, seal details, guide rail details and dimensions, weight of each pump and motor unit, discharge connection, and materials of construction.
  - d. Certified pump curve.
2. Bearings:
  - a. Submit calculations of L<sub>10</sub> bearing life at the design point of each pump.
3. Motor submittal:
  - a. Manufacturer and model.
  - b. Rated horsepower.
  - c. Voltage.
  - d. NEMA classification.
  - e. Insulation.
  - f. Efficiency.
  - g. Service Factor.
  - h. Amperage data.
  - i. Bearing types.
4. Access Doors :
  - a. Detailed dimensional drawing showing location of door in pre-cast concrete top with respect to pumps and/or piping and valves in the chambers.
  - b. Manufacturers detailed dimensional drawing of access doors.

- c. Materials of Construction.
- 5. Piping and Valves:
  - a. Piping product data sheets.
  - b. Valve product data sheets.
  - c. Rated working pressures for piping and valves.
- 6. Pre-Cast Concrete:
  - a. Dimensional drawings of individual segments
- 7. Inside drop:
  - a. Dimensional drawings and materials of construction.
- 8. Pressure Gauges:
  - a. Manufacturer & model with dimensional drawings and materials of construction.
- C. Provide five (5) copies of the installation instructions with the delivery of the equipment.
- D. Provide five (5) copies of the operation and maintenance manuals, each containing as-constructed" data on pump station equipment including the following information:
  - a. Equipment function, normal operating characteristics and limiting conditions.
  - b. Assembly, installation, alignment, adjustment and checking instructions.
  - c. Operating instructions for start-up, routine and normal operating, regulation and control, and shutdown and emergency conditions.
  - d. Lubrication and maintenance instructions.
  - e. Guide to "troubleshooting".
  - f. Parts lists and predicted life of parts subject to wear.
  - g. Outline, cross-sections, assembly drawings, engineering data and wiring diagrams.
  - h. Test data and performance curves. For variable speed pumps, provide speeds from 40 Hertz to 60 Hertz along with BDP for each speed.

#### 1.06 QUALITY ASSURANCE:

- A. Factory Testing:
  - 1. Test each pump before shipment. Furnish factory certified performance curves for each pump based on test results. Required data across the entire pump curve include:
    - a. Flow
    - b. Head
    - c. Rotation speed
    - d. Amp draw
  - 2. Submit certified performance curves for review in accordance with Submittals.

#### 1.07 DELIVERY, STORAGE AND HANDLING:

- A. Protect all equipment during delivery and during storage on site. Store equipment on suitable blocking to maintain parts clear of the ground and cover to insure drainage of all rainwater.
- B. Exercise and lubricate equipment during storage in accordance with manufacturer's recommendations.
- C. Rejected material and replacements:
  - 1. Reject damaged, deteriorated or contaminated material and immediately remove from the Site.
  - 2. Replace rejected materials with new materials at no additional costs to OWNER.



- D. Salvage, pressure wash and clean, and return existing pumps to OWNER'S DPW shop located at the wastewater treatment facility.

## **PART 2 – PRODUCTS**

### **2.01 PIPING SYSTEMS:**

- A. Submersible Pump Discharge Piping:
  - 1. Pipe:
    - a. Ductile Iron: ANSI A21.50 and ANSI A21.51; Class 52 or Polyvinyl Chloride: PVC Schedule 80
    - b. Cement Lining: ANSI A21.4, AWWA C-104 standard thickness for ductile iron pipe and fittings.
  - 2. Joints:
    - a. Buried: Restrained Mechanical ANSI A21.11.
      - 1. Megalug by EBBA Iron Sales, Inc. or ENGINEER approved equal.
    - b. Exposed: Flanged, Class 125, ANSI B16.1/AWWA C-115.
    - c. PVC Pipe to Ductile Iron Fitting Mechanical Flanged Joint.
  - 3. Fittings:
    - a. Ductile Iron AWWA C-153/ANSI A21.53.
    - b. Cement lined as specified for pipe above.
  - 4. Valves:
    - a. Plug:
      - 1. ANSI B16.1, Clow Corporation F5410 DeZurik or approved equal.
    - b. Gate:
      - 1. Resilient-seated gate valves: ANSI/AWWA C509 or C515.
        - a) Non-rising Storm (NRS)
        - b) Wrench nut: 2-inches square with extensions as indicated on the drawings.
        - c) Open Left (counter clockwise)
        - d) Flanged ends
        - e) Storm Seal: O rings
    - c. Check:
      - 1. AWWA C508 swing check valve
      - 2. Outside lever and weight type.
    - d. Air Release:
      - 1. 2" NPT inlet
- 2. ½" NPT outlet
- 3. Inlet blow off valve
- 4. APCO 400 or Val-Matic 48 BWA.

### **2.02 PRESSURE GAUGES:**

- A. General: Pressure gauges to be mounted on each pump discharge line, as shown on the drawings.
  - 1. Quantity: Two (2) required at each pump station.
  - 2. Gauge accuracy shall be 1% of full scale.
  - 3. Pressure gauge case shall be constructed of stainless steel.
  - 4. Gauge window shall be shatterproof glass.
  - 5. Gauge shall be liquid (glycerin) filled.
  - 6. Connection size shall be ¼" NPT.
  - 7. Gauge shall be stem mounted with a lower connection location.
  - 8. Bourdon tube/socket material shall be 316 stainless steel / 316 stainless steel.

9. Provide shut-off cocks at each pressure gauge tap location as detailed on the Drawings.
10. Pressure range shall be 0-60 psi, with 5.0 psi figure intervals and 0.5 psi minor graduations

B. Manufacturer and Model:

1. Pressure gauges shall be Ashcroft® Duragauge® Type 1009, or Engineer approved equal.

2.03 MISCELLANEOUS:

- A. Pump Base: fitted with ANSI 125lb flange.
- B. All mating sealed parts shall be machined and have Buna N elastomeric gaskets and shall provide a watertight connection.
- C. Pump Base Anchor Bolts: Non-magnetic 316 stainless steel. Size, length, and embedment per the pump manufacturer's recommendations.
- D. Guide bracket: Non-sparking with corrosion resistant surfaces.
- E. Pump discharge: Automatically sealed to discharge connection when pump is lowered into place. Pump flange shall have non-sparking contact surfaces.
- F. Miscellaneous Metals: All miscellaneous metals shall be non-magnetic 316 stainless steel.

2.04 NON-CLOG PUMP CONSTRUCTION:

- A. Acceptable Manufacturers. For the purpose of this specification, the following manufacturers are considered capable of providing the pumps as specified:
  1. Flygt, Including the "N" impeller
  2. Hydromatic
  3. Homa
  4. Flygt Concertor
  5. Or engineer approved equal.
- B. General:
  1. The submersible non-clog pump shall be manufactured to pump raw wastewater including passing larger solids through the impeller without plugging or dewatering of the solids as in integral part of the pumping action.
  2. Pumping equipment shall include pumps, motors, frame, and pump supports.
  3. Solid size: The submersible pump shall be capable of passing a 3" diameter non-compressible solid without grinding or chopping the solid.
  4. Motor shall be non-overloading over entire pump curve.
  5. **Alternate Pump:** Pump shall be a single-stage close-coupled submersible centrifugal pump with a semi-open multi-vane impeller designed to transport wastewater with fibrous materials and heavy sludge. It shall be capable of operating at up to 65 feet of submergence according to IEC 60034 and protection class IP 68.
- C. Pump Volute and Motor Casing:
  1. ASTM A536 or ASTM A48 Class 30 ductile iron or class 35B cast iron.
  2. All water or oil passages shall be smooth and free of imperfections and blowholes for good flow performance.

3. The lifting handle shall be of stainless steel. All exposed nuts or bolts shall be of stainless steel construction.
  4. All metal surfaces coming into contact with the pumpage, other than stainless steel or brass, shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump.
  5. Sealing design shall incorporate metal-to-metal contact between machined surfaces. Critical mating surfaces where watertight sealing is required shall be machined and fitted with Nitrile rubber O-rings. Fittings will be the result of controlled compression of rubber O-rings in two planes and O-ring contact of four sides
  6. **Alternate Pump:** The pump shall be operated by a synchronous motor and an integrated control system and be capable to run at constant power at any point of the performance field without being overloaded. Motor shall utilize a permanent magnet rotor to maintain synchronous speed and maintain level IE-4 premium efficiency standards. The motor shall withstand at least 60 starts per hour.
  7. **Alternate Pump:** Pump and motor shaft shall be the same unit. The pump shaft is an extension of the motor shaft. Couplings shall not be acceptable. The pump shaft shall be stainless steel – ASTM A479 S43100-T. The use of shaft sleeves of different material than the shaft shall not be acceptable.
- D. Impeller:
1. Dynamically balanced open or semi-open.
  2. Two vane minimum capable of trimming while maintaining dynamic balance
  3. Slip fit to a tapered shaft and key driven.
  4. ASTM A148 cast iron case hardened
  5. The impeller shall be either of the following with a minimum hardness: Rockwell C 60 ASTM A-532 (Alloy III A) 25% chrome cast iron
  6. **Pump Alternate:** The impeller blades shall be self-cleaning upon each rotation as they pass across a sharp relief groove in the insert ring cast integrally into the replaceable bottom wear plate of the pump volute and shall keep the impeller blades clear of debris. The impeller shall move axially upwards on its shaft to allow larger debris to pass through and immediately return to normal operating position.
- E. Shaft: Stainless steel ASTM A479 S43100-T single piece unit
- F. Bearings:
1. Upper and lower thrust bearings required
  2. The motor bearings shall be sealed and permanently grease lubricated with high temperature grease
  3. Minimum L<sub>10</sub> bearing life at the design point of the pump:
    - a. Upper bearing: 50,000 hrs minimum
    - b. Lower bearing: 50,000 hrs minimum
- G. Seals
1. Dual mechanical cartridge style seals with an oil chamber between them.
    - a. Upper Seal: Carbon rotating face vs Ceramic stationary face
    - b. Lower Seal: Silicon Carbide vs Silicon Carbide
    - c. All other seal components shall be stainless steel
  2. Oil in reservoir must be FDA approved non-toxic.
  3. Leak detection probe:
    - a. Mounted in the oil reservoir between the seals
    - b. Must detect water in the oil and trip the Seal Fail Alarm
  4. Leak detection probe relay:
    - a. As recommended and provided by pump manufacturer.
    - b. Ship loose to control panel manufacturer for installation in factory.

H. Factory applied paint:

1. The finished assembled pump shall be painted the manufacturers recommended coating for immersion in raw sewage.

2.05 MOTORS:

- A. Submersible, non-overloading capable of driving pump over full range of pump characteristic curve without exceeding one hundred percent (100%) of motor horsepower rating based on a 1.15 service factor.
- B. The cooling system shall provide sufficient cooling to run the pump at continuous pump duty in a liquid temperature of up to 104°F (40°C). Operational restrictions at temperatures below 104°F (40°C) or the demand of auxiliary cooling systems such as fans or blowers are not acceptable.
  1. **Alternate Pump:** An integrated pump control system shall be installed in the pump/motor housing. The integrated pump control system shall ramp up the speed at start-up of the pump to reduce the start-up current and secure that the direction of the impeller rotation is always correct. There shall be no need for any human intervention to ensure that the impeller is rotating in the correct direction within the volute. The control system that is integrated within the pump/motor housing shall be encapsulated to protect it against moisture ingress, and vibration. Motor, pump and control system shall be designed and produced by the same manufacturer.
- C. **Alternate Pump:** The integral control system shall be capable of adjusting the motor/impeller speed so that the pump can safely operate without overloading anywhere within the operating envelope of the pump.
- D. **Alternate Pump:** The pump shall incorporate a "pump-cleaning" function to remove debris from the impeller. The cleaning function shall be initiated when the integral control system senses an increase in current draw due to debris in the pump. The cleaning function shall consist of forced stopping, reversal and forward runs timed to allow for debris to fall from the impeller. After cleaning cycle is complete, the pump shall resume to automatic operation. If the pump impeller/volute does not clear itself after the programmed number of attempts, the control will initiate an alarm to notify that the pump inlet / volute is blocked/jammed by debris.
- B. Continuous use: Minimum 10 starts and stops per hour
  1. Voltage
    - a. St. Helen – 480 volt, 3-phase per electrical drawings
    - b. Lake Street – 480 volt, 3-phase per electrical drawings
    - c. Boardwalk – 480 volt, 3-phase per electrical drawings
  2. U.L. or F.M. listed for NEC classified Class 1, Division 1, Group D hazardous locations.
  3. Housing: Air or oil filled watertight casing.
  4. Insulation: Class F. Motor shall be inverter-duty rated in accordance with NEMA MG-1, Part 31 – Inverter Duty Rated Motors, for use with a variable frequency drive
  5. Shaft: Stainless steel.
  6. Capable of running totally, partial or non-submerged.
  7. Provide seal leakage water sensor probe to indicate water in seal chamber.
  8. Thermal sensors in motor windings shall deactivate starter when temperature exceeds safe level.
  9. Motor electric service cable shall be extra hard usage and submergence rated with sufficient length to reach control panel without splices. Wiring in the pumping chamber shall permit total submergence without affection operation.
  10. Motor starting requirements not to exceed NEMA Code G.



11. Provide duplicate pump motor nameplate to control panel fabricator with seal fail relays for installation in control panel.
12. Each pump shall include leak detection.

2.06 PUMP GUIDE RAIL SYSTEM:

- A. Entire guide rail system shall be non-magnetic 316 stainless steel suitable for NEC classified Class 1, Division 1, Group D hazardous locations.
- B. Rail dimensions shall be per the pump manufacturer and shall be a minimum of 2" diameter, and minimum schedule 40.
- C. Rails shall be securely anchored to the pump discharge elbow and the hatch opening. Intermediate supports shall be provided at 12' spacing (minimum).

2.07 WARRANTY:

- A. The pumps shall be provided with a non-prorated 100% 5 year warranty against defects in materials and or workmanship. The warranty shall cover the entire pump not individual components. Upon warranty occurrence the manufacture/manufactures authorized service center shall remove the pump, repair, reinstall and provide start up on the repaired pump. In the event that the repair cannot be done within 4 weeks of removal a loaner pump shall be provided within 1 week to the Owner until such time that the repaired pump can be returned. Installation of the loaner pump and removal shall be provided by the manufacture/manufactures representative. Upon request from the Owner the pump supplier shall provide a warranty bond covering the above requirements.

Provide a 3"x5" stainless steel plate stamped or engraved with the following information and affix to the control panel inner door, MCC or as directed by the Engineer/Owner.

1. Pump manufacturer, model and serial number
2. Duty point gpm & TDH
3. Phase, voltage, HP & RPM
4. Cable length
5. Warranty and clog free guarantee start and end date.
6. Manufacture/manufactures authorized service center name and contact phone number.

A detailed start-up report shall be submitted to the Owner along with a detailed failure analysis.

2.08 ACCESS DOORS:

- A. Access doors shall:
  1. be designed to be integrally cast in concrete.
  2. be designed for 300 psf loading
  3. have single or double leaf as shown on the drawings
  4. be 1/4" aluminum diamond plate top
  5. have an extruded aluminum frame
  6. have aluminum or 316 stainless steel hinges with 316 stainless steel pin
  7. have a spring assist operator
  8. have a holding arm to lock door in open position at 90 degrees from horizontal.
  9. Have a recessed padlock hasp

10. Have a flush square "key-hole" with removable opening handle and threaded plug for hole for operation of door from outside the structure.
11. have a spring loaded latching mechanism with handle for opening of door from interior of the structure.
12. have is parts that are to be in contact with concrete coated in bituminous paint.
13. have a secondary safety grate that:
  - a. is integral to door frame
  - b. is Aluminum
  - c. is powder coat painted with an orange finish
  - d. has a 300 psf load rating
  - e. shall not interfere with withdrawal of equipment
14. be manufactured by: Bilco Company, Babcock Davis, Dur-Red Products, Halliday, USF Fabrication Flygt or ENGINEER approved equal.

**2.09 SPARE PARTS:**

- A. Furnish the following spare parts for each pump station:
  1. One (1) impeller with all installation hardware
  2. One (1) wear plate
  3. One (1) set of double mechanical seals.
  4. One (1) set of pump discharge seal gaskets

B. Package each spare part and clearly label.

**2.10 ACCESSORIES:**

A. Discharge connection: Cast iron, bolted to the floor.

B. Lift chain: 316 Stainless steel, with lifting capacity of twice pump weight, minimum.

**PART 3 - EXECUTION**

**3.01 INSTALLATION:**

A. Install in accordance with manufacturers' recommendations, shop drawings and contract drawings.

**3.02 FIELD QUALITY CONTROL:**

- A. Wet Well, Valve Chamber and Meter Chamber Interior Evaluation:
  1. CONTRACTOR shall provide the opportunity for Engineer's representative to view the interior of all structures in accordance with current confined space entry requirements.
  2. Equipment and all personnel for confined space entry provided by CONTRACTOR.
  3. ENGINEER shall provide an individual trained in confined space entry to evaluate the interior of the completed structures.
  4. CONTRACTOR shall provide all other personnel appropriately trained for confined space entry.
  5. Evaluation and any corrections must be completed prior to Start-up.
- B. Pressure Testing:
  1. Air or air-water methods of applying pressure prohibited.
  2. Test must conform to pressure testing specified in Section 33 34 00 SANITARY FORCEMAINS

3. Additionally, all visually noted leaks or pipe movements must be repaired until satisfactory to the ENGINEER.

### 3.03 PUMP STATION START-UP AND TESTING:

- A. All work at the pump station shall be complete including communications, utility power supply, emergency power supply, programming, as well as all mechanical and electrical work prior to scheduling the start-up. The contractor must have a reasonable expectation the station will perform as designed.
- B. Contractor to coordinate and schedule the start-up
  1. The contractor shall arrange and pay for all required personnel to attend the start-up. Costs for the Engineer and Owner to attend the start-up shall be borne by the Owner for the first Start-up attempt. Costs for subsequent start-up attempts shall be the responsibility of the Contractor. Required personnel at start-up:
    - a. General Contractor
    - b. Mechanical Contractor
    - c. Electrical Contractor
    - d. Systems Integrator
    - e. Pump Manufacturer's Representative
    - f. Generator Manufacturer's Representative
    - g. Engineer
    - h. Owner
  2. The contractor shall provide and pay for clean water for station testing as well as be responsible for disposal of the water at the discharge of the forcemain.
  3. Contractor must fill the discharge forcemain full of water prior to scheduling start-up.
  4. The contractor shall operate the pump station to allow the following tests to be completed. Measurements and witnesses of the measurements shall be coordinated between the contractor and engineer. Tests may be repeated at the discretion of the Engineer.
    - a. Visual verification the forcemain is full of water by running a pump while looking at the forcemain discharge.
    - b. Flow and head of each pump running alone
    - c. Flow and head of pumps running together
    - d. Amp draw on each leg
    - e. Flow Meter reading (if applicable)
    - f. Test each alarm condition and ensure the alarm reaches the Owner's operator.
    - g. Simulate utility power outage and ensure that:
      1. the permanent generator automatically starts and automatically transfers power to the station, or
      2. the portable generator and manual transfer switch transfer power to the station.
    - h. Other tests as equipment manufacturers, owner or, engineer deem necessary.
  5. If the station fails to pass the start-up tests and it is necessary to reassemble the start-up team at a later date, the costs for the subsequent testing shall be borne by the Contractor and shall include, but not be limited to, the time and materials for the Engineer, Owner, and equipment manufacturers.
- C. A pump manufacturer's factory authorized start up technician from with a minimum of 5 years' experience shall be provided to visit the site for a minimum of 8 hours on-site and confirm pump/s and controls operation meets or exceeds the specifications. The name of the technician along with the qualifications shall be submitted prior to start up upon Engineer/Owner request. The service technician shall be outfitted with a service crane

truck capable of pulling the pumps to verify rotation and perform a visual check of the pump/s along with the following items at a minimum.

1. Megger stator and power cables.
2. Inspect pump/s cables for damage.
3. verify proper base installation.
4. Check seal lubrication.
5. Check for proper rotation.
6. Check power supply voltage.
7. Measure motor operating amperage load and no load amperage.
8. Perform shut off head test and draw down flow test.
9. Check level control operation, sequence and alarm call out of telemetry.

The factory start up form shall be submitted for approval prior to start up and approved by the Engineer/Owner. The Engineer/Owner, at their discretion, may add items to be completed at start up that they feel proves compliance with all project requirement and will notify the Contractor of these items prior to start up.

**D. OWNER'S OPERATOR TRAINING:**

1. A training session shall be held to train the operators how the system is operated and review recommended operation and maintenance procedures with the Owner's personnel.
2. The operator training shall be separated from the start-up and shall be on a separate day than the start-up.
3. Provide training to Operators for typical maintenance including impeller and volute removal, impeller and clearance and tolerance checks, oil changes, and other recommended maintenance activities.
4. The contractor shall coordinate and pay for appropriate training personnel to train the operators in the use and programming of the system and shall, at a minimum, include the following personnel:
  - a. Systems integrator
  - b. Pump manufacturer's representative
  - c. Generator Manufacturers representative
5. Minimum on-site time of each training representative: 8 hours

**3.04 SCHEDULES:**

- A. System Head Curve of each pump station.**

**END OF SECTION**



# CHANGE ORDER

No. 6

OWNER Village of Roscommon  
 CONTRACTOR Sterling Excavation, Inc.  
 Contract: Contract 1 Collection System Repairs  
 Project: USDA Wastewater System Improvements  
 OWNER's Contract No. 838942-1 ENGINEER's Project No. 838942-1  
 ENGINEER Fleis & VandenBrink

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

This change order includes changes to the contract indicated in Bulletin No. 6.

- Bulletin No. 6 that was issued based on additional trenchless exploration, heaving cleaning, and pre-inspection video surveys of sanitary sewer defects.

Attachments: Bulletin No. 6 (2 pages)  
 Change Order Detail Sheet (1 page)

CHANGE IN CONTRACT PRICE
Original Contract Price \$ <u>1,438,318.00</u>
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to <u>5</u> : \$ <u>81,159.60</u>
Contract Price prior to this Change Order: \$ <u>1,519,477.60</u>
Increase (Decrease) of this Change Order: \$ <u>(63,060.00)</u>
Contract Price incorporating this Change Order: \$ <u>1,456,417.60</u>

CHANGE IN CONTRACT TIMES
Original Contract Times: Substantial Completion: <u>112 (9/13/21)</u> Ready for Final Payment: <u>126 (9/27/21)</u> (days or dates)
Increase (Decrease) from previously approved Change Orders No. <u>1</u> to <u>5</u> : Substantial Completion: <u>185</u> Ready for Final Payment: <u>185</u> (days)
Contract Times prior to this Change Order: Substantial Completion: <u>297 (3/17/22)</u> Ready for Final Payment: <u>311 (3/31/22)</u> (days or dates)
Increase (Decrease) of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> (days)
Contract Times with all approved Change Orders: Substantial Completion: <u>297 (3/17/22)</u> Ready for Final Payment: <u>311 (3/31/22)</u> (days or dates)

## RECOMMENDED:

By: Scott Rasmussen  
Digitally signed by Scott Rasmussen  
 Date: 2022.04.29 09:22:56-04'00'  
 ENGINEER (Authorized Signature)  
 Title: Project Manager  
 Date: 4/29/22

## APPROVED:

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

## ACCEPTED:

By: [Signature]  
 CONTRACTOR (Authorized Signature)  
 Title: President  
 Date: 4/28/22

Approved by Funding Agency (if applicable):

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

**BULLETIN**  
*Page 1 of 2*

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

**BULLETIN NO. 6**

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

**DATE: April 27, 2022**

**DUE DATE: April 29, 2022**

**CONTRACTOR: Sterling Excavation, Inc.  
3685 Lehman Road  
West Branch, Michigan 48861**

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

**DRAWING SHEETS ISSUED HERewith: N/A**  
**DISTRIBUTION: Sterling Excavation**  
**Village of Roscommon**

=====

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.

BULLETIN  
Page 2 of 2

BULLETIN NO. 6

DATE: April 27, 2022

DRAWING CHANGES

Item No. 1:

Sheet C1 to Sheet C4:

Upon further exploration of the collection system, certain trenchless wye repairs that were scheduled to be repaired were determined to be either in good condition or beyond the capability of the proposed trenchless repair method. We understand the liner material was previously procured by the Contractor and the determination was made after additional cleaning and pre-inspection video surveys were performed. Please provide a price to deliver the balance of the specified wye liner materials to the Owner's DPW garage.

Item No.	Item	Est. Quantity	Unit Price	Subtotal (\$)
Alternate 2B	Trenchless Sanitary Wye	20 EA	485.00	9,700.00

Total item No. 1 - Add \$ 9,700.00

Item No. 2:

Sheet C2

Upon exploration of unforeseen field conditions, we understand heavy cleaning above and beyond typical efforts was provided throughout the duration of trenchless sanitary repairs. Heavy cleaning included but was not limited to items such as additional cleaning of the main & lateral pipes, tap cutting, root ball cuttings, removal of debris and multiple pre-inspection video surveys. Please provide a price for additional heavy cleaning and lateral televising that includes all the labor necessary.

Item No.	Item	Est. Quantity	Unit Price	Subtotal (\$)
35B	Sanitary Sewer Heavy Cleaning	48 HR	380.00	18,240.00

Total item No. 2 - Add \$ 18,240.00

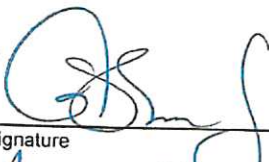
Enclosures: N/A

CONTRACTOR:

Signature

Name and Title of Signatory

Date

  
Avery Stirling - PRESIDENT  
4/28/22



## CHANGE ORDER DETAIL SHEET

No. 6

OWNER: Village of Roscommon  
 CONTRACTOR: Sterling Excavation, Inc.  
 Project: USDA Wastewater System Improvements  
 Contract Name: Contract 1 - Collection System  
 ENGINEER's Project No. 838942-1  
 ENGINEER: Fleis & VandenBrink Engineering, Inc.

**Description:**

A. The following additions have been added to the contract. See attached Bulletin 6 for additional information.

BULLETIN NO.	ADDITIONAL COST
Bulletin 6, Item 1 - Wye Liner	\$9,700.00
Bulletin 6, Item 2 - Heavy Cleaning	\$18,240.00
Total Cost:	<b>\$27,940.00</b>

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

Item	Item Description	Unit	Qty	Qty Change	Revised Qty	Unit Price	Addition/ (Deduction)
Alt 2	Trenchless Sanitary Wye Repair	EA	41	(20)	21	\$4,550.00	\$ (91,000.00)
							<b>\$ (91,000.00)</b>

Additions/(Deductions), Part A: \$ 27,940.00

Additions/(Deductions), Part B: \$ (91,000.00)

**Total Additions/(Deductions), This Change Order CO6: \$ (63,060.00)**

Original Contract \$ 1,438,318.00

Change Order CO 1 \$ -

Change Order CO 2 \$ 3,029.82

Change Order CO 3 \$ 11,732.68

Change Order CO 4 \$ 58,253.00

Change Order CO 5 \$ 8,144.10

**Contract Price Incorporating Change Orders \$ 1,456,417.60**



May 5, 2022

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

**Re: Status of USDA Water and Sewer Improvements Project – Additional Construction Services  
Due to Schedule Extension**

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 added to the project. Unforeseen conditions were encountered during construction and as those adjustments were made, we reviewed them with the Village. Each issue encountered had its overall benefit to the project but also came with additional engineering costs. A summary of these costs is provided below.

In addition to unforeseen construction conditions, unprecedented material delays have forced construction schedules to extend beyond initially set contract times and durations. The extended schedules have consequently eliminated project efficiencies planned between contracts (two for water and two for wastewater); thus, requiring additional costs of our services (construction administration, shop drawing review, resident project observation, etc.). A summary of these costs is provided below.

## **WASTEWATER SYSTEM IMPROVEMENTS**

### **Additional Scope Due to Unforeseen Conditions**

**Sewer Contract 1:** During construction it was identified that proposed trenchless repairs would need to be modified. These modifications were identified after the contractor provided heavy cleaning, root/tap cutting, and pre-inspection video surveys (Sterling Change Orders #5 and #6). Proposed repairs were revised and design was reissued.

**Sewer Contract 2:** During construction various unforeseen conditions were identified during construction. Items included:

- The electrical service at Pump Station #1 needed to be upgraded and accommodations made for larger than anticipated electrical control panel equipment (RCL Bulletin #5). Proposed improvements were revised.
- Electrical and HVAC modifications were necessary in the blower building to provide proper power to each aeration blower and provide interlock with the building's HVAC and exhaust fan (RCL Bulletin #6). Wiring diagrams and proposed improvements were revised.
- Pump station discharge piping that new pumps are connecting to were found to be in a state of disrepair. Replacing additional piping was found necessary to install the new pumps in the St. Helen and Boardwalk Pump Stations (RCL Bulletin #7). Proposed specifications and improvements were revised.

### **Construction Schedule Extensions**

Both sewer contracts significantly extended their contract times and were most documented in Change Order #6 (Sterling) and #4 (RCL). Sterling's contract was initially 112 days and is currently 297 days to substantial completion. RCL's contract was initially 300 days and is currently 570 days to substantial completion. The delays have been primarily due to unprecedented lead times for material and equipment. With the prolonged delays we have experienced a lack of overlap between contracts that has decreased efficiency of our services and consequently increased our costs beyond the basis of our proposed estimated fees. The construction extensions increase the cost items such as contract administration, progress meetings, shop drawing review, review of monthly payment applications, resident project observations (RPR), startups, and record drawing preparation that could have otherwise been combined if both contracts proceeded as originally planned.

Additional engineering services provided for recent contractor changes orders total \$16,500. Additional services anticipated for lack of overlap and extended schedules is estimated at \$81,400. We estimate a total of approximately \$97,900 for additional services that are outline in the table below.

<b>Wastewater System Improvements</b>	
<b>Description</b>	<b>Estimate</b>
Construction Services	
Basic Services – Construction Admin, Shop Dwgs, Record Dwgs	\$49,700
Resident Project Observation – RPR	\$27,800
Additional Services – Startup, O&M	\$20,400
<b>Subtotal:</b>	<b>\$97,900</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. We estimate with active contractor change orders and this proposed amendment, there would be about \$250,000 remaining in total contingency for sewer which represents about 14% contingency for remaining project costs.

## **WATER SYSTEM IMPROVEMENTS**

### **Additional Scope Due to Unforeseen Conditions**

Water Contract 1: Easement assistance was provided for the watermain replacement on Wyckoff Drive. During our review of the survey and design of watermain we identified that the Village's watermain located in an easement is routed underneath a private structure. In lieu of routing new watermain underneath the structure (detached garage), we provided easement assistance to the Village in establishing a new easement adjacent to the structure.

Water Contract 2: Following the hydrogeological study and permitting process of Well No. 5 it was identified that the aquifer could provide increased capacity than what was initially planned. The well and pump was upgraded to an increased capacity and the upgrades were reviewed and specifications revised to accommodate the increased flows (Cole Change Order #1) as originally planned.

### **Construction Schedule Extensions**

Cole's contract was initially 280 days and scheduled to be substantially complete in February of 2022 and is currently 460 days and scheduled to be substantially complete in July 2022. In review of our project costs, we identified that due to the extended schedule we were unable to provide construction staking in combination with Contract 1 (Elmers).

Additional engineering services provided for recent contractor changes orders total \$3,200. Additional services anticipated for lack of overlap and extended schedules is estimated at \$1,600. We estimate a total of approximately \$4,800 for additional services that are outline in the table on the following page.



### Water System Improvements

Description	Estimate
Construction Services	
Basic Services – Construction Admin, Shop Dwgs, Rec Dwgs	\$3,200
Resident Project Observation – RPR	\$ -
Additional Services – Construction Staking	\$1,600
<b>Subtotal:</b>	<b>\$4,800</b>

Similar to that of sewer, 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. We estimate with active contractor change orders and this proposed amendment, there would be about \$80,000 remaining in total contingency for sewer which represents about 7% contingency for remaining project costs.

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: Lance Cherven, DPW Supervisor

m:\proj837001-839000\838940 roscommon - water & sewer funding 2018\pm\budgets-estimates\engineering amendments\amendment 5 - water & amendment 3 - sewer - construction engineering amendments\838940 construction engineering amendment 202205.docx

ESTIMATE OF FUNDS NEEDED  
FOR  
30-Day Period Commencing  
3/01/2021

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 .....	9,023.57
Interest .....	
Equipment .....	
Contingencies .....	
Refinancing .....	
Initial O&M .....	
Other .....	
TOTAL .....	\$ 9,023.57

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

April 20, 2022  
 Invoice No: 61953-S  
 Project No: 838942

**RE: Village of Roscommon - USDA RD Wastewater Improvements  
 Services through April 2, 2022**

	<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	\$524,500.00	\$519,218.00	\$5,282.00	\$2,361.40
<b>Resident Project Observation</b>	\$146,000.00	\$138,544.34	\$7,455.66	\$4,265.17
<b>Additional Services*</b> - Startup, Record Drawings, Soil Borings, ROW Map, Owner Training, O&M Manuals	\$110,900.00	\$98,012.39	\$12,887.61	\$2,397.00
	<b>\$781,400.00</b>	<b>\$755,774.73</b>	<b>\$25,625.27</b>	
<b>Total amount of this invoice</b>				<b><u>\$9,023.57</u></b>

*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:**

- Construction at the wastewater treatment facility is ongoing.



ESTIMATE OF FUNDS NEEDED  
FOR  
30-Day Period Commencing  
3/01/2021

Name of Borrower Village of Roscommon Water

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 .....	18,501.52
Interest .....	
Equipment .....	
Contingencies .....	
Refinancing .....	
Initial O&M .....	
Other .....	
TOTAL .....	\$ 18,501.52

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

April 20, 2022  
 Invoice No: 61953-W  
 Project No: 838946

**RE: Village of Roscommon - USDA RD Water Improvements  
 Services through April 2, 2022**

	<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	\$449,800.00	\$427,512.72	\$22,287.28	\$8,338.99
<b>Resident Project Observation</b>	\$165,300.00	\$130,997.83	\$34,302.17	\$1,440.00
<b>Additional Services*</b> - Startup, Record Drawings, Soil Borings, ROW Map, Owner Training, O&M Manuals	<u>\$152,550.00</u>	<u>\$148,021.50</u>	<u>\$4,528.50</u>	<u>\$8,722.53</u>
	<b>\$767,650.00</b>	<b>\$706,532.05</b>	<b>\$61,117.95</b>	
<b>Total amount of this invoice</b>				<b><u>\$18,501.52</u></b>

*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:**

- Well rehabilitation is ongoing.

**SUMMARY OF  
VILLAGE OF ROSCOMMON LAND DIVISION ORDINANCE  
Ordinance No. \_\_\_\_ of 2022**

THE VILLAGE OF ROSCOMMON ORDAINS:

**Section 1. Title.**

This section specifies the title of the Ordinance as the Village of Roscommon Land Division Ordinance.

**Section 2. Purpose.**

This section specifies the purpose of the Ordinance.

**Section 3. Definitions.**

This section defines the following terms: Accessible, Applicant, Convey or Conveyance, Development site, Divide or Division, Exempt split, Forty (40) acres or the equivalent, Land, Lot, Owner, Parcel, Parent parcel, Person, Plat or Recorded plat, Property transfer, Township Assessor, Tract of land, Zoning Administrator, and Zoning Board of Appeals.

**Section 4. Approval of Land Divisions or Property Transfers Required; Establishment of Exempt Splits.**

This section provides that the owner of a lot, parcel, or tract of land cannot divide or effect a property transfer (unless a specific exception applies) except as provided in the Ordinance; provides that the owner of a lot, parcel, or tract of land claiming an exempt split must provide to the Zoning Administrator a survey and other evidence establishing the exempt nature of the split (subject to an appeal to the ZBA); and provides an exempt split when the resulting parcels are 20 acres or more, the parcel is not accessible, and was in existence on March 31, 1997.

**Section 5. Procedure for Division or Property Transfer.**

This section specifies the procedures to divide a lot, parcel or tract of land or to effect a property transfer, including an informal meeting with the Zoning Administrator; the information that must be submitted to the Zoning Administrator with the application; the required fee that must be paid, including an "after the fact" fee when a conveyance is discovered that did not obtain the required approval before the division or property transfer was completed; the requirement that the Zoning Administrator decide whether to approve the proposed division or property transfer within 45 days, the ability to deny an application if not all required information is provided, the requirement that the Zoning Administrator document his or her decision, with any conditions, in writing, the ability following a denial by the Zoning Administrator to submit additional information to the Zoning Administrator or the right to appeal that decision to the ZBA, and a provision that states any approval shall not be considered a determination of compliance with any other village ordinance or regulation; the requirement that the Zoning Administrator send notice of any approval to specified officials; and the requirement that within ninety (90) days of the approval of a division or property transfer the applicant record in the Register of Deed's office an instrument of conveyance and file a copy with the Zoning Administrator.

**Section 6. Standards for Approval of Divisions or Property Transfers.**

This section specifies the standards for approval of a division or property transfer, including compliance with the state land division act; compliance with the village zoning ordinance; the

requirement that the resulting lots, parcels, or tract of land have an adequate and accurate legal description; the requirement that except for the remainder of the parent parcel or parent tract of land retained by the owner, that the lots, parcels, or tract of land resulting from a division, including those greater than 10 acres, meet a depth-to-width ratio of 4:1; the requirement that any development site have adequate easements for public utilities; the requirement that any land that does not independently meet the requirements of the state land division act or the village zoning ordinance cannot be an independent development site; the requirement that the resulting lots, parcels, or tract of land be accessible; the requirement that the owner possess the legal right to divide the parcel or tract of land; the requirement that the division not isolate a cemetery; and the requirement that either all property taxes and special assessments on the property for the past 5 years have been paid or the township assessor apportions any unpaid property taxes or special assessments.

#### **Section 7. Land Configuration Variances.**

This section specifies the procedures for obtaining a zoning variance or a variance from the depth-to-width requirement of the ordinance from the ZBA.

#### **Section 8. Appeals to the Zoning Board of Appeals.**

This section provides that a person aggrieved by a decision of the Zoning Administrator may appeal that decision to the ZBA pursuant to procedures specified in the section.

#### **Section 9. Violations and Penalties.**

This section provides that a violation of the ordinance is a municipal civil infraction and imposes a fine up to \$500.00, provides that each day the ordinance is violated is a separate violation, and permits the village to take action to abate any nuisance.

#### **Section 10. Enforcement Officer.**

This section authorizes the Zoning Administrator and other officials designated by the Village Council to issue municipal civil infraction citations to alleged violators.

#### **Section 11. Nuisance Per Se**

This section provides that a violation of the ordinance is a nuisance per se.

#### **Section 12. Separate Court Action.**

This section authorizes the village to initiate proceedings in the Circuit Court to abate or eliminate the nuisance per se or any other violation of the ordinance.

#### **Section 13. Repeal.**

This section repeals the prior land division ordinance adopted on April 9, 1998.

#### **Section 14. Validity.**

This section declares that the ordinance provisions are severable and can be applied separately in the event a provision is found to be invalid.

#### **Section 15. Effective Date.**



This section provides that the ordinance becomes effective thirty (30) days after being published in a local newspaper.

NOTICE: Please take note that a true copy of the ordinance can be inspected or obtained at the office of the Roscommon Village Clerk.

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**VILLAGE OF ROSCOMMON**  
**Ordinance No. \_\_\_\_ of 2022**

AN ORDINANCE TO REGULATE THE DIVISION OF EXISTING PARCELS OF LAND PURSUANT TO ACT 288 OF THE PUBLIC ACTS OF 1967, AS AMENDED, AND ACT 3 OF THE PUBLIC ACTS OF 1895, AS AMENDED, TO PRESCRIBE PROCEDURES THEREFOR, AND TO PROVIDE PENALTIES FOR VIOLATIONS OF THE ORDINANCE.

THE VILLAGE OF ROSCOMMON ORDAINS:

**Section 1. Title.**

This Ordinance shall be known as the Village of Roscommon Land Division Ordinance.

**Section 2. Purpose.**

The purpose of this Ordinance is to carry out the provisions of the Land Division Act (Act 288 of the Public Acts of 1967, as amended, formerly known as the Subdivision Control Act), to prevent the creation of lots and parcels that do not comply with applicable Village of Roscommon ordinances, to minimize potential boundary disputes, to maintain the orderly development of the village, and to otherwise protect the public health, safety and general welfare of the residents and the present and future property owners of the Village of Roscommon. This shall be accomplished by regulating the division of existing lots and parcels and property transfers between two (2) or more adjacent lots or parcels. It is further the purpose of this Ordinance to prescribe the procedures for the submission and review of proposed lot and parcel divisions and property transfers, to authorize fees for the review of applications submitted under this Ordinance, and to provide penalties for violations of this Ordinance.

**Section 3. Definitions.** As used in this Ordinance,

- (a). "Accessible" in reference to a lot or parcel means that the lot or parcel meets one (1) or both of the following requirements:
  - (1). Has an area where a driveway provides vehicular access to an existing road or street and meets all applicable location standards of the state transportation department or county road commission under 1969 PA 200, MCL 247.321 to 247.329, as amended, and the village, or has an area where a driveway can provide vehicular access to an existing road or street and can meet all such applicable location standards.
  - (2). Is served by an existing easement that provides vehicular access to an existing road or street and meets all applicable location standards of the

state transportation department or county road commission under 1969 PA 200, MCL 247.321 to 247.329, as amended, and the village, or can be served by a proposed easement that will provide vehicular access to an existing road or street and that will meet all such applicable location standards.

- (b). "Applicant" means an owner of a lot or parcel of land, or his or her designee.
- (c). "Convey" or "Conveyance" means a transfer by an owner of an ownership interest in real property.
- (d). "Development site" means any parcel or lot on which exists or which is intended for building development other than the following:
  - (1). Agricultural use involving the production of plants and animals useful to humans, including forages and sod crops; grains, feed crops, and field crops; dairy and dairy products; poultry and poultry products; livestock, including breeding and grazing of cattle, swine and similar animals; berries; herbs; flowers; seeds; grasses; nursery stock; fruits; vegetables; Christmas trees; and other similar uses and activities.
  - (2). Forestry use involving the planting, management, or harvesting of timber.
- (e). "Divide" or "Division" means the partitioning or splitting of a lot, parcel or tract of land by the owner or by his or her heirs, executors, administrators, legal representatives, successors, or assigns for the purpose of sale, lease of more than one (1) year, building development that results in one (1) or more parcels of less than forty (40) acres or the equivalent, and that satisfies the division standards of Section 6 of this Ordinance. "Divide" or "Division" does not include a property transfer between two (2) or more adjacent lots or parcels, if the property taken from one (1) lot or parcel is added to an adjacent lot or parcel; and any resulting lot or parcel shall not be considered a building site unless the lot or parcel conforms to the requirement of the Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended, the Village of Roscommon Zoning Ordinance, as amended, and this Ordinance.
- (f). "Exempt split" means the partitioning or splitting of a lot, parcel or tract of land by the owner or by his or her heirs, executors, administrators, legal representatives, successors, or assigns that does not result in one (1) or more lots or parcels of less than forty (40) acres or the equivalent. For a property transfer between two (2) or more adjacent lots or parcels, if the property taken from one (1) lot or parcel is added to an adjacent lot or parcel, any resulting lot or parcel shall not be considered a building site unless the lot or parcel conforms to the requirement of the Land Division Act, being Act No. 288 of the Public Acts of 1967, as

amended, the Village of Roscommon Zoning Ordinance, as amended, and this Ordinance.

- (g). "Forty (40) acres or the equivalent" means forty (40) acres, a quarter-quarter section containing not less than thirty (30) acres, or a government lot containing not less than thirty (30) acres.
- (h). "Land" means all land areas occupied by real property, except the submerged bottomlands of inland lakes, rivers, and streams.
- (i). "Lot" means a measured portion of a parcel or tract of land, which is described and fixed in a recorded plat.
- (j). "Owner" means a person that holds a legal, equitable, option, or contract interest in a lot or parcel of land whether recorded or not.
- (k). "Parcel" means a continuous area or acreage of land which can be described as provided for in the Land Division Act, being Act No. 288 of the Public Acts of 1967, as amended.
- (l). "Parent parcel" means first a tract of land lawfully in existence on March 31, 1997, if one exists in connection with a proposed division, or, if one does not exist, a parcel lawfully in existence on March 31, 1997.
- (m). "Person" means an individual, firm, corporation, association, partnership, estate, trust, limited liability company, or other legal entity, or any combination of any of them.
- (n). "Plat" or "Recorded plat" means a map or chart of a subdivision of land created pursuant to the Land Division Act of 1967, being Act 288 of the Public Acts of 1967, as amended, or predecessor statutes to that act.
- (o). "Property transfer" means a transfer of property between two (2) or more adjacent lots or parcels, if the property taken from one (1) lot or parcel is added to an adjacent lot or parcel and if all resulting lots or parcels conform to the requirements of the Land Division Act, being Act 288 of the Public Acts of 1967, as amended, the Village of Roscommon Zoning Ordinance, as amended, and this Ordinance. If the property transferred does not independently conform to the requirements of the Land Division Act, being Act 288 of the Public Acts of 1967, as amended, the Village of Roscommon Zoning Ordinance, as amended, and this Ordinance, then it shall not be considered a development site, but may only be used in conjunction with the lot or parcel to which it was transferred.
- (p). "Township Assessor" means the Higgins Township Assessor.



- (q). "Tract of land" means two (2) or more lots or parcels that share a common property line and are under the same ownership.
- (r). "Zoning Administrator" means the Village of Roscommon Zoning Administrator.
- (s). "Zoning Board of Appeals" means the Village of Roscommon Zoning Board of Appeals.

**Section 4. Approval of Land Divisions or Property Transfers Required;  
Establishment of Exempt Splits.**

- (a). The owner of a lot, parcel, or tract of land shall not divide or effect a property transfer involving, or cause any person to divide or effect a property transfer involving, that lot, parcel, or tract of land except as provided in this Ordinance, unless the division or property transfer is approved as part of a subdivision plat at the time of plat approval under the Land Division Act of 1967, being Act 288 of the Public Acts of 1967, as amended, the division or property transfer is part of a condominium project developed under the Condominium Act, being Act 59 of the Public Acts of 1978, as amended, or the division or property transfer is done pursuant to an order of a court of competent jurisdiction.
- (b). The owner of a lot, parcel, or tract of land claiming an exempt split as defined in Section 3(f) of this Ordinance shall submit to the Zoning Administrator either a survey map of the land claimed to be an exempt split prepared pursuant to the survey map requirements of Act 132 of the Public Acts of 1970, as amended, certified by a land surveyor licensed by the State of Michigan, or other clear evidence documenting that the proposed exempt split of a parcel or tract of land will not result in one (1) or more parcels of less than forty (40) acres or the equivalent. In addition, the owner of a lot, parcel, or tract of land claiming an exempt split shall submit to the Zoning Administrator evidence that each lot, parcel, or tract of land resulting from the proposed exempt split are accessible, as defined in this Ordinance. If the Zoning Administrator finds that the proposed division is an exempt split and that each new lot, parcel, or tract of land that will result from the division is accessible, then no further action under this Ordinance shall be required. If the Zoning Administrator finds that the proposed division is either not an exempt split or that each new lot, parcel, or tract of land that will result from the division is not accessible, then he or she shall give the owner written reasons for his or her decision. In that event the owner shall be required to proceed under Section 5 of this Ordinance to obtain approval of the proposed division. If the owner disagrees with the Zoning Administrator's decision, the owner can submit revised information to the Zoning Administrator or appeal the Zoning Administrator's decision to the Zoning Board of Appeals pursuant to Section 8 of this Ordinance.

- (c). In addition, an exempt split or other partitioning or splitting of a parcel or tract of land that only results in parcels of twenty (20) acres or more in size is not subject to approval under this Ordinance if the parcel or tract of land being partitioned or split is not accessible and was in existence on March 31, 1997 or resulted from an exempt split or a partitioning or splitting under Section 109b of the Land Division Act, as amended.

## **Section 5. Procedure for Division or Property Transfer.**

The following procedure shall be followed to divide a lot, parcel or tract of land or to effect a property transfer:

- (a). Because of the many requirements that must be met to obtain approval to divide a lot, parcel, or tract of land, or to effect a property transfer, an Applicant may request an informal meeting with the Zoning Administrator to discuss the application procedures prior to submitting a formal application under Section 6(b) of this Ordinance. At this informal meeting the Applicant and the Zoning Administrator shall review the proposed division or property transfer, discuss the information that must be submitted with the application, and review the standards he or she will use to render its decision on the application. Nothing stated by the Zoning Administrator during this informal meeting shall be construed as limiting in any way the duty of the Zoning Administrator to independently review, consider, and decide an application based on the information actually submitted with the application.
- (b). When formal approval of a division or property transfer is desired, the Applicant shall submit an application for that approval to the Zoning Administrator on a form supplied by the village for that purpose. The application shall include, but not be limited to the following:
  - (1). Proof of ownership of the lot, parcel, or tract of land to be divided, or of the lots or parcels involved in a property transfer.
  - (2). The names and addresses of all persons having an interest in the lot, parcel, or tract of land to be divided, or of the lots or parcels involved in a property transfer and a statement of the type of interest each holds.
  - (3). The history of the prior divisions of the parent parcel or tract of land from which the Applicant's parcel or tract of land came and proof that the Applicant holds the right to divide the parcel or tract of land proposed for division.
  - (4). A survey map of the land proposed to be divided or the land involved in the property transfer prepared pursuant to the survey map requirements of Act 132 of the Public Acts of 1970, as amended, certified by a land



surveyor licensed by the State of Michigan and depicting the dimensions of the lot, parcel, or tract of land to be divided, or the lots or parcels involved in a property transfer, the dimensions of the lots, parcels, or tracts of land that will result from the division or property transfer, the location of all current easements on the lot, parcel, or tract of land to be divided, or on the lots or parcels involved in a property transfer, and the location of all proposed easements on the lots, parcels or tracts of land that will result from the division or property transfer. The easements required by this subsection shall include both utility easements and ingress/egress easements. The survey shall also depict all buildings and structures on the lot, parcel, or tract of land to be divided, or on the lots or parcels involved in a property transfer and the distances between these buildings and structures and the original property lines of the lot, parcel, or tract of land to be divided, or the lots or parcels involved in a property transfer and shall depict the distances between these buildings and structures and the property lines of the lots, parcels, or tracts of land that will result from the division or property transfer. The Zoning Administrator may waive the survey map requirement if it finds that, considering the size, simple nature of the division or property transfer, the undeveloped character of the parent parcel, or that the proposed division of a tract of land will be along preexisting and recorded lot or parcel boundaries, a survey map is not needed to determine compliance with this Ordinance and the Land Division Act, as amended. If a survey map is not required, then the Applicant shall submit a tentative parcel map which shall be a scale drawing showing the approximate dimensions of the parcels, the parcel lines, public utility easements, accessibility, and other evidence establishing compliance with the approval standards of this Ordinance.

- (5). A map showing the location of the lot, parcel, or tract of land to be divided, or the lots or parcels involved in a property transfer within the village.
- (6). Legal descriptions, certified by a land surveyor licensed by the State of Michigan, of the lots, parcels, or tracts of land that will result from the division or property transfer.
- (7). If the lot, parcel, or tract of land that will result from the division or property transfer will be a development site, then the Applicant shall submit a permit or other documentation from the state transportation department, the Roscommon County Road Commission, or the village that each such resulting lot, parcel, or tract of land is accessible. In addition, if the lot, parcel, or tract of land that will result from the division or property transfer will be a development site, the Applicant shall submit evidence establishing adequate easements for public utilities from each such resulting lot, parcel, or tract of land to existing public utility facilities.

- (8). A brief statement as to the purpose of the proposed division or property transfer and whether the lots, parcels or tracts of land that will result from the division or property transfer are intended as a development site.
  - (9). Such other documentation that the Zoning Administrator may require relating to the application.
- (c). The application shall be accompanied by an application fee as established and set forth in a village fee schedule. This fee schedule shall also establish "after the fact" fees that must be paid when an otherwise lawful division or property transfer occurs but without first complying with the procedural requirements of this Ordinance. This "after the fact" fee is not intended to be a penalty, but shall consist of the normal application fee plus an amount equal to the legal and administrative costs incurred by the village as the result of the Applicant's failure to initially comply with the requirements of this Ordinance.
- (d). After receiving the information required in subsection 5(b) above, the Zoning Administrator shall, within forty-five (45) days, decide whether to approve the proposed division or property transfer. If the Applicant fails to provide all the information required by this Ordinance, then the application shall be deemed incomplete and may be denied on that basis. The Zoning Administrator's decision to approve the division or property transfer shall be made pursuant to the standards contained in Section 6 of this Ordinance. The Zoning Administrator may grant conditional approval of an application, subject to the Applicant obtaining any necessary variances from the Zoning Board of Appeals pursuant to Section 7 of this Ordinance. The Zoning Administrator shall specify in writing the reasons for his or her decision concerning the proposed division or property transfer. If the Zoning Administrator fails to grant approval of a proposed division or property transfer, the Applicant shall then have the option of resubmitting information for approval to the Zoning Administrator or appealing the Zoning Administrator's decision to the Zoning Board of Appeals pursuant to Section 8 of this Ordinance. Any approval or approval with conditions of a division or property transfer shall not be considered a determination that the resulting lots, parcels, or tracts of land comply with any other ordinances or regulations of the village.
- (e). If the Zoning Administrator approves a proposed division or property transfer, then the Zoning Administrator shall send a letter indicating such approval to the Applicant with copies to the Village Zoning Administrator and the Roscommon County Equalization Department. This letter shall contain the following statement: "Pursuant to Section 109a of the Land Division Act, as amended, the Village of Roscommon, its officers and employees are not liable if a building permit is not issued for a parcel less than one (1) acre in size that resulted from an approved division under the Village of Roscommon Parcel Division



Ordinance." A copy of this letter shall be retained by the Zoning Administrator in his or her official records.

- (f). Because zoning requirements may change over time, any approval of an application for a division or property transfer by the Zoning Administrator under Section 5(d) above shall expire and a new approval required, unless the Applicant within ninety (90) days from the date of the approval, records in the Roscommon County Register of Deeds Office an instrument(s) of conveyance or a complete survey, including the legal descriptions for each resulting lot or parcel documenting the division or property transfer and files a copy of that recorded instrument(s) or survey with the Zoning Administrator. If the grantor intends to convey the right to future divisions of the parcel being conveyed, the deed or land contract shall contain the following statement as required by the Land Division Act, as amended: "The grantor grants to the grantee the right to make zero, (insert number), or all division(s) under section 108 of the Land Division Act, Act No. 288 of the public Acts of 1967." Finally, all deeds and land contracts of unplatted land shall contain the following statement as required by the Land Division Act, as amended: "This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act."

#### **Section 6. Standards for Approval of Parcel Divisions or Property Transfers.**

An application to divide a lot, parcel, or tract of land, or to effect a property transfer shall be granted when all of the following standards are met:

- (a). The proposed division or property transfer shall comply with all requirements of the Land Division Act of 1967, being Act 288 of the Public Acts of 1967, as amended.
- (b). The lots, parcels, or tracts of land that will result from the division or property transfer shall comply with all requirements of the Village of Roscommon Zoning Ordinance, as amended, including but not limited to the requirements relating to area and width for the newly created lots, parcels, or tracts of land, the requirements relating to lake and/or road frontages, and the requirements relating to setbacks if the newly created lots, parcels, or tracts of land have buildings or structures on them. The addition of land to an already lawful nonconforming lot or parcel is permitted without a zoning variance, provided that the lot or parcel from which the land is taken will not become a nonconforming lot or parcel or, if already nonconforming, will not become more nonconforming.
- (c). Each lot, parcel, or tract of land that will result from the division or property transfer shall have an adequate and accurate legal description and be included in a tentative parcel map showing area, parcel lines, public utility easements,

accessibility, and other requirements of Sections 108 and 109 of the Land Division Act. The tentative parcel map shall be a scale drawing showing the approximate dimensions of the parcels.

- (d). Except for the remainder of the parent parcel or parent tract of land retained by the owner, each new lot, parcel, or tract of land that will result from the division, including those lots, parcels, and tracts of land greater than ten (10) acres, shall have a depth of not more than four (4) times its width as measured under the requirements of the Village of Roscommon Zoning Ordinance. This standard shall not apply to a property transfer.
- (e). If a lot, parcel, or tract of land that will result from the division or property transfer will be a development site, then each such resulting lot, parcel, or tract of land shall have adequate easements for public utilities from each such resulting lot, parcel, or tract of land to existing public utility facilities.
- (f). If the land proposed to be transferred between two (2) or more adjacent lots or parcels does not independently conform to the requirements of the Land Division Act, being Act 288 of the Public Acts of 1967, as amended, the Village of Roscommon Zoning Ordinance, as amended, and this Ordinance, then the land proposed to be transferred shall not thereafter be independently considered a development site, but may only be used in conjunction with an adjoining lot(s), parcel(s), or tract(s) of land.
- (g). Each lot, parcel, or tract of land that will result from the division or property transfer shall be accessible.
- (h). The owner of the parcel or tract of land shall possess the right to divide the parcel or tract of land. This standard shall not apply to a property transfer.
- (i). The proposed division does not isolate a cemetery so that it no longer is accessible as defined in this Ordinance. This standard shall not apply to a property transfer.
- (j). The land to be divided complies with one of the following requirements:
  - (1). All property taxes and special assessments due on the parcel or tract subject to the proposed division for the 5 years preceding the date of the application have been paid, as established by a certificate from the Roscommon County Treasurer. If the date of the application is on or after March 1 and before the Village of Roscommon Treasurer has made his or her return of current delinquent taxes, the Roscommon County Treasurer shall include with his or her certification a notation that the return of current delinquent taxes was not available for examination. The Zoning Administrator, however, shall not disapprove the application because the



County Treasurer's certification includes such a notation. The Roscommon County Treasurer shall collect a fee for a certification under this subdivision in an amount equal to the fee payable under section 1(2) of 1895 PA 161, MCL 48.101, for a certificate relating to the payment of taxes under section 135 of the general property tax act, 1893 PA 206, MCL 211.135.

- (2). If property taxes or special assessments due on the parcel or tract subject to the proposed division have not been paid, the unpaid property taxes or special assessments have been apportioned by the Township Assessor as provided by section 53 of the general property tax act, 1893 PA 206, MCL 211.53. Any apportioned property taxes or special assessments are a lien against the parcels or tracts as apportioned by the Township Assessor and shall be treated in the same manner as property taxes and special assessments of the year of the original assessment for the purpose of collection and sale for delinquent taxes under the general property tax act, 1893 PA 206, MCL 211.1 to 211.155.

This standard shall not apply to a property transfer.

#### **Section 7. Land Configuration Variances.**

- (a). If a lot, parcel, or tract of land that will result from a division or property transfer does not meet the requirements of the Village of Roscommon Zoning Ordinance as specified in Section 6(b) of this Ordinance, then the Applicant may seek a variance from those zoning requirements from the Zoning Board of Appeals pursuant to the procedures of the Village of Roscommon Zoning Ordinance.
- (b). If a lot, parcel, or tract of land that will result from a division does not meet the depth to width requirements of Section 6(d) of this Ordinance, then the Applicant may seek a variance from those requirements from the Zoning Board of Appeals pursuant to the procedures of this section.
- (c). The Zoning Board of Appeals may grant a variance under this Ordinance from the depth to width requirement of Section 6(d) of this Ordinance, if all of the following exist:
  - (1). Exceptional or extraordinary circumstances or conditions exist on the parent parcel, including exceptional topographic or physical conditions, that do not generally apply to other lots, parcels, or tracts of land in the village.
  - (2). The exceptional or extraordinary circumstances or conditions existing on the parent parcel are not the result of any act or omission by the Applicant or his or her predecessors in title.

- (3). The granting of the variance shall not be injurious or otherwise detrimental to adjoining lots, parcels, or tracts of land or to the general health, safety, and general welfare of the village.
- (4). The resulting lots, parcels, or tracts of land with the variance granted shall be compatible with surrounding lots, parcels, or tracts of land.
- (5). The variance granted shall be the minimum variance that will make possible the reasonable use of the parent parcel.
- (d). The Zoning Board of Appeals shall follow the procedures of the Village of Roscommon Zoning Ordinance relating to variances when deciding whether to grant a variance under this section.
- (e). In granting any variance under this Ordinance, the Zoning Board of Appeals may prescribe appropriate conditions and safeguards in order to ensure that the lot, parcel, or tract of land that will result from the division or property transfer complies with the variance granted under this Ordinance. Violations of such conditions and safeguards shall be deemed a violation of this Ordinance, punishable under Section 9 of this Ordinance.

#### **Section 8. Appeals to the Zoning Board of Appeals.**

Any person aggrieved by a decision of the Zoning Administrator may appeal that decision to the Zoning Board of Appeals following the procedures of the Village of Roscommon Zoning Ordinance, as amended, for appeals to the Zoning Board of Appeals. Any such appeal shall be filed within thirty (30) days from the date of the decision from which the appeal is taken. During the appeal, the Zoning Board of Appeals shall conduct a *de novo* hearing of the matter and to that end shall have all the powers of the Zoning Administrator. In rendering its decision, the Zoning Board of Appeals shall receive and consider evidence and data relevant to the case and shall issue its decision in writing within a reasonable period of time after receiving all evidence and data in the case. The decision of the Zoning Board of Appeals shall then be sent promptly to the Applicant, to the person who filed the appeal (if different than the Applicant), and to the Township Assessor and Zoning Administrator.

#### **Section 9. Violations and Penalties.**

Any person who violates any provision of this Ordinance shall be responsible for a municipal civil infraction as defined in Public Act 12 of 1994, amending Public Act 236 of 1961, being Sections 600.101-600.9939 of Michigan Compiled Laws, and shall be subject to a fine of not more than Five Hundred and 00/100 (\$500.00) Dollars. Each day this Ordinance is violated shall be considered as a separate violation. Any action taken under this Section shall not prevent civil proceedings for abatement or termination of the prohibited activity.



**Section 10. Enforcement Officer.**

The Zoning Administrator and other officials designated by the Village Council are hereby designated as the authorized village officials to issue municipal civil infraction citations directing alleged violators of this Ordinance to appear in court.

**Section 11. Nuisance Per Se**

A violation of this Ordinance is hereby declared to be a nuisance per se and is declared to be offensive to the public health, safety and welfare.

**Section 12. Separate Court Action.**

In addition to enforcing this Ordinance through the use of a municipal civil infraction proceeding, the Village may initiate proceedings in the Circuit Court to abate or eliminate the nuisance per se or any other violation of this Ordinance.

**Section 13. Repeal.**

The Village's prior Land Division Ordinance, being Ordinance #71, adopted on April 9, 1998 is hereby repealed in its entirety.

**Section 14. Validity.**

If any section, provision or clause of this Ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not effect any remaining portions or application of this Ordinance, which can be given effect without the invalid portion or application.

**Section 15. Effective Date.**

This Ordinance shall become effective twenty (20) days after its enactment.

Ordinance No. \_\_\_\_ was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the Roscommon Village Council as follows:

Motion by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Yeas: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Frances Dawson, Clerk

Michael Miller, President

I certify that this is a true copy of Ordinance No. \_\_\_\_\_ that was adopted at a regular meeting of the Roscommon Village Council on \_\_\_\_\_, 2022 and published in the \_\_\_\_\_ on \_\_\_\_\_, 2022.

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

Frances Dawson, Clerk



April 13, 2022

Lance Cherven  
DPW Director - Village of Roscommon  
702 Lake Street  
P.O. Box 236  
Roscommon, Michigan 48653

**RE: Roscommon Site Survey Proposal, Vacant Parcel**

Dear Lance:


As requested, we are please to provide this proposal to assist you with a topographical survey of three vacant parcels with parcel numbers 055-107-013-0021, 055-107-013-0024, and 055-107-015-0084 bound to the west by M-18, to the south by Yale Road, to the north by S Line Street, and to the east by Robinson Creek. The site survey is intended to provide the enough topographical information to determine the design of water distribution and sanitary sewer collection (i.e. gravity versus pressure).

A conceptual site plan design prepared by Thomas I. O'Brien Architect Inc. and dated March 23, 2022 was reviewed as part of this proposal's preparation. We can provide the site survey scope of work for a **lump sum amount of \$11,600**. Design services for the sanitary sewer and water system are not included in this proposal per recent discussions. F&V would be happy to provide another proposal to the Village for these services.

We appreciate the opportunity to continue our working relationship with you and your community. If you wish to utilize our services, please execute and return a copy of the below authorization to proceed. We anticipate being able to mobilize our survey crew within 2 weeks from authorization and anticipate up to 2 weeks of field work, plus office time to process the field data. Please do not hesitate to contact us if you have any questions regarding this proposal.

Sincerely,  
FLEIS & VANDENBRINK

  
Scott Rasmussen, P.E.  
Project Manager

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

**AUTHORIZATION TO PROCEED:**

Fleis & VandenBrink is authorized to proceed with Professional Services for a topographical survey as outlined above, by amending the scope of work with these specifically authorized additional services and pursuant to the terms of our existing Professional Services Agreement (PSA) dated March 17, 2017.

By \_\_\_\_\_

Date \_\_\_\_\_

I:\proposal\prop p18001 to p18250\p18037 roscommon site survey vacant parcel – site development 2022\lb\_proposal\p18037 roscommon vacant parcel survey proposal.docx

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