



SPECIAL MEETING AGENDA

July 17, 2017 – 7:00 p.m.

1. Call to Order, Roll Call of Council, Pledge of Allegiance and Invocation
2. Public Acknowledgment on Agenda Items (two minutes per speaker)
3. Offer to Purchase – Accept, Reject, or Counter-Offer Proposed Purchase Agreement for Sale of 214 & 216 S. Main St. Property*
4. Litigation Matter – Review with Attorneys Brabant/Ayers in regards to Settlement of Circuit Court Lawsuit: Village of Roscommon vs Robert Vineyard et al, no. 15-722543-CH, pending in Roscommon County Circuit Court
5. Storm Damage
6. Public Acknowledgment (two minutes per speaker)
7. Adjournment

***Role Call Vote is Required**

NOTE: Since this is a special meeting, only these items can be discussed.

VILLAGE MANAGER MEMORANDUM

TO: PRESIDENT FISHEL AND THE VILLAGE COUNCIL
FROM: JOHN ROSCZYK, VILLAGE MANAGER
SUBJECT: OFFER TO PURCHASE – SALE OF 214 & 216 S. MAIN ST.
DATE: 7-17-2017

A first offer on the sale of Old Village Hall at 214 & 216 S. Main St. has been received and is attached, herewith.

Terms are \$25,000 cash, to be accepted or counteroffered within 10 days of receipt.

A motion to accept, reject, or counteroffer on the purchase offer is requested.

A roll call vote is required.



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PURCHASE AGREEMENT
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OFFICE OF: Century 21 Northland
 (Selling Broker) Phone 989.821.1800 Date: 07/10/2017 at (a.m. / p.m.) ☐ ☐

1. **PURCHASER:** The undersigned Purchaser(s) Chris and Lynn Wilkinson
 (Purchaser's Name) agrees to purchase through CENTURY 21 Northland (Listing Broker)

2. **PROPERTY:** Real Property situated in the Township of Higgins
 County of Roscommon and State of Michigan. MLS # 21122952
 Tax Number: 055-605-002-0000 Legal Description:
Attached Exhibit "A"

The Property is also identified by street number as: 214 & 216 S Main Street
 The Property is owned by: Village of Roscommon

3. **PRICE:** The purchase price shall be \$ 25,000.00

4. **TERMS:** The sale of the Property shall be consummated by delivery of a Warranty Deed or owner financing conveying marketable title upon compliance with sub paragraph A below:

☒ A. CASH SALE: Payment of full purchase price.

☐ B. CASH TO NEW MORTGAGE: Payment of the full purchase price, contingent upon Purchaser's ability to obtain at Purchaser's own expense a mortgage loan in the amount of \$. Purchaser agrees to make application for a mortgage within three (3) business days of the Effective Date of this Agreement, and to furnish Seller evidence of the conditional loan commitment acceptable to Purchaser within five (5) business days of the Effective Date of this Agreement.

☐ C. OWNER FINANCING: See Addendum
 The purchase money shall be paid in **cash** or by **cashiers check** to appropriate title company or escrow agent.

5. **OIL, GAS, and MINERAL RIGHTS:** if any, are included ☐ YES ☐ NO, unless previously severed by former owner.

6. **FIXTURES & IMPROVEMENTS:** Sale to include all buildings, improvements, carpeting, window shades, drapery or curtain hardware, Venetian shades, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Additions: Refrigerator ☐ yes ☐ no, Oven/Range ☐ yes ☐ no, Draperies ☐ yes ☐ no, Curtains ☐ yes ☐ no, Water Softener ☐ yes ☐ no, Dishwasher ☐ yes ☐ no, Microwave ☐ yes ☐ no, Washer ☐ yes ☐ no, Dryer ☐ yes ☐ no.

7. **PRORATIONS:** Rents, insurance, homeowner's association fees, condominium owner's association fees, road maintenance fees, fuel and sewer and water bills shall be adjusted as of the date of closing. "Current Taxes" (defined as those taxes due in the calendar year the closing takes place) shall be prorated as of the date of closing in the following manner: county taxes, including township and school, shall be prorated on a calendar year basis, as if paid in arrears, so that Seller will be charged with the portion thereof from the prior January 1 to the date of closing, and Purchaser with the balance of the year. City taxes and village taxes shall be prorated on a due date basis as if paid in advance so that Seller will be charged with the portion thereof from the prior July 1 to the date of closing, and Purchaser with the portion from the date of closing to the next June 30. Heating fuel prorated to date of possession.

8. **ASSESSMENTS:** Unless otherwise specified herein, all special assessments and/or sewer, riser and benefit charges, and all taxes other than "Current Taxes" which are a lien at the date of this agreement shall be paid by the Seller.

9. **POSSESSION:** Seller shall deliver and Purchaser shall accept possession of the Property subject to the rights of any tenants at or 0 days after closing. From the date of closing to the date of vacating the Property as agreed, Seller shall pay the sum of \$ na per day as an occupancy charge, and Seller shall be liable for Seller's pro rata share of utilities. The Purchaser shall retain from the amount due Seller at closing the sum of \$ na as a deposit against these charges, paying to the Purchaser the amount due and returning to the Seller the balance as determined by the date Property is vacated and keys surrendered to Purchaser.

CSL
 07/10/17
 10:55AM EDT

Purchaser's Initials

Seller's Initials



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10. PROPERTY DAMAGE: If the building(s), fixtures and equipment on the Property are extensively damaged or are destroyed by fire or otherwise prior to closing, the Purchaser may terminate this Agreement by written notice to Seller with a copy to Listing Broker and Selling Broker. Upon receipt of this notice, Selling Broker shall return the deposit to Purchaser, this Agreement shall be void, and the Parties shall have no further duty to one another. If Purchaser does not send notice of termination, the closing shall occur and all proceeds of insurance of claims under insurance policies, if any, shall accrue to the benefit of Purchaser

11. SELLER'S DISCLOSURE:

- ☐ Buyer acknowledges that a Seller Disclosure Statement has been provided to Buyer.
- ☐ Seller shall provide Buyer with a Seller Disclosure Statement with Seller's acceptance of this offer. Pursuant to Public Act 92 of 1993, Buyer will have 72 hours after hand delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this contract by delivery of a written notice to Seller or Seller's agent.

12. DEPOSIT: Purchaser Tenders: (\$1000.00) DOLLARS in the form of Upon Acceptance which shall be retained by the Selling Broker as a Deposit to apply to the purchase price of the Property. The Deposit shall be returned and this offer is revoked if not accepted by the Seller within 10 days from the date of this offer.

13. TITLE INSURANCE: An owner's policy of title insurance in the amount of the purchase price shall be furnished to Purchaser at Seller's expense and a commitment to issue a policy insuring marketable title vested in Purchaser, including a real estate tax status report, shall be made available for Purchaser's inspection prior to closing. If the owner's title insurance commitment shall disclose title to be unmarketable, then Seller shall remedy the title defects to render title marketable. If Seller does not cure the title defects within 30 days to Purchaser's reasonable satisfaction, Purchaser may waive the defect or may terminate this Agreement by written notice, in which case Selling Broker shall return Deposit in full immediately.

14. COMPLIANCE: The parties will be held to strict compliance with the time limitations contained in this Agreement. If Purchaser refuses to perform its obligations under this Agreement, the Deposit shall be forfeited and may be applied by the Seller to payment of his damages, and Seller may treat the forfeited Deposit as liquidated damages for such non-performance, breach or default. If Seller's actual damages exceed the Deposit, Seller may pursue such other legal and equitable remedies as Seller may have against the Purchaser. If Seller defaults, the Deposit shall be returned to the Purchaser and Purchaser may pursue such legal or equitable remedies as Purchaser may have against the Seller.

15. PROPERTY INSPECTION: Buyer has personally inspected the property and accepts it in it's AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this contract.

☒ This offer is contingent upon a satisfactory inspection of the property, at Buyer's expense, by an inspector and /or licensed contractor of Buyer's choice no later than 5 business days after the date of this Contract. If Buyer is not satisfied with the results of the inspection, upon written notice from Buyer to Seller within this period, this Contract shall terminate and any deposit shall be refunded to Buyer. PURCHASER FURTHER ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, PURCHASER IS NOT RELYING UPON ANY REPRESENTATIONS MADE BY ANY REALTOR®.

Purchaser's Initials

ChL
07/10/17
10:55AM EDT

☐ Buyer acknowledges that the salesperson has recommended that Buyer obtain an inspection of the property by an inspector and/or a licensed contractor. Buyer does not desire to obtain an inspection of the property. PURCHASER FURTHER ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, PURCHASER IS NOT RELYING UPON ANY REPRESENTATIONS MADE BY ANY REALTOR®.

Purchaser's Initials

ChL
07/10/17
10:55AM EDT

16. LEAD BASED PAINT DISCLOSURE: If subject home was built prior to 1978, Purchaser acknowledges that prior to signing this Purchase and Sales Agreement, Purchaser has received and reviewed a copy of the Lead-Based Paint Disclosure Form.

17. HOME PROTECTION PLAN: Purchaser and Seller have been informed that Home Protection Plans are available. Such plans may provide additional protection and benefit to a Purchaser. The parties acknowledge that a REALTOR® may receive compensation from the companies offering these plans. Purchaser ☐ does ☒ does not wish to purchase a Home Protection Plan.

18. SMOKE DETECTOR(S): Smoke detector(s) shall be installed as required by law, at Seller's expense.

19. ATTORNEY'S FEES: In any action or proceeding arising out of this agreement, the prevailing party, including any Realtor® so involved, shall be entitled to reasonable attorney's fees and costs, to be paid by the non-prevailing party.

ChL
07/10/17
10:55AM EDT

Purchaser's Initials

Seller's Initials



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20. **MULTIPLE LISTING SERVICE:** If Broker is a participant of a Board Multiple Listing Service ("MLS"); Broker is authorized to report the sale, its price and terms for the use of authorized Board Members, MLS participants and subscribers. Deletion of this paragraph by Seller shall not constitute a counter-offer.
21. **AGENCY CONFIRMATION:** Purchaser and Seller each acknowledge receipt of an Agency Disclosure Form. The Selling Broker/ Salesperson is acting as (check one) ☐ Agent/Subagent of the Seller ☐ Buyer's Agent ☒ Dual Agent ☐ Designated Agent in an In-House Transaction ☐ Other _____
22. **ATTACHMENTS:** These attachments are incorporated by reference: ☐ Addendum(s) ☐ Seller's Disclosure Statement ☒ Lead-Based Paint Seller's Disclosure Form ☐ Unplatted Land Division Addendum ☐ Other _____
23. **CLOSING:** The closing may be conducted by a title company or other escrow agent. The parties agree to equally divide the closing company fee. This sale is to be closed on or before 8/20/2017.
24. **ADDITIONAL CONDITIONS:** *Buyer will incur the expense of the following: 1) Real Estate Commission to Century 21 Northland in the amount of \$3,000, 2) Title Insurance in the approximate amount of \$400 3) Title Company closing fee of approximately \$200. Plumbing, Electrical and Heating to be on and in working order at the time of the inspection and date of closing.*
25. **EFFECTIVE DATE:** The term "Effective Date" shall mean the date and time at which both Purchaser and Seller have signed this Agreement and agreed upon its terms.
26. **ACKNOWLEDGEMENT:** Purchaser acknowledges receipt of a copy of this Agreement. This document and attachments reflects the parties' entire agreement. Any agreement, statement, or representation not included is not legally binding. This Agreement binds the heirs, personal representatives, executors, assigns, and the successors of the parties. This is a legal document.

Purchaser(s):

Christina Lynn Wilkinson dotloop verified
07/10/17 10:55AM
EDT

Date _____

Purchaser(s) Address:

4040 Lahring, Holly, MI 48442

DEPOSIT ACKNOWLEDGED BY:

Agent / REALTOR®

Date _____

Purchaser(s) Contact Numbers:

Home: _____**Cell:** 248.396.7176

27. **SELLER'S ACCEPTANCE:** Seller accepts Purchaser's offer. Dated t _____
 at _____ a.m. / p.m. ☐ ☐

Seller:

Seller(s) Address:

***NOTE:** Please sign as you wish your name to appear on the final papers.

Seller's Contact Numbers::

Home: _____**Cell:** _____



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28. COUNTEROFFER: This is a counteroffer to Purchaser's offer dated 07/10/2017
Seller accepts all the terms and conditions in the above designed Agreement with the following changes or amendments:

The Seller reserves the right to continue to offer the Property for sale and may accept another offer at any time prior to personal receipt by Seller or _____, Seller's authorized agent, of a copy of this counteroffer duly accepted and signed by Purchaser. Unless this counteroffer is accepted in this manner, on or before _____, _____ at _____ a.m. / p.m., it shall be deemed revoked and the Deposit shall be returned to Purchaser. Seller acknowledges receipt of a copy of this counteroffer. Dated _____ at _____ a.m. / p.m.

Seller: _____ Seller: _____

29. ACCEPTANCE OF COUNTEROFFER: If Seller's acceptance constitutes a counteroffer; Purchaser hereby accepts the terms of that counteroffer. Dated _____ at _____ a.m. / p.m.

Purchaser: _____ Purchaser: _____

REALTOR® RECOMMENDS THAT BOTH BUYER AND SELLER RETAIN LEGAL COUNSEL

Exhibit "A"

Legal Description

214 and 216 S Main
Roscommon, MI 48653

Property situated in Higgins Township, Roscommon County, and State of Michigan and described as;

Lot 2 excluding the SE'LY 40 feet thereof and Lots 3 to 8 Inclusive
excluding any portion lying NW'LY of the middle thread of Robinson Creek
all being in Block E, Village of Roscommon.

Commonly known as 214 and 216 S. Main Street, Roscommon, MI 48653

Dual Agency Agreement (Traditional Agency)



Brokerage Firm ("Broker"): Century 21 Northland

Seller: Village of Roscommon

Buyer: Chris and Lynn Wilkinson

Property: 214 & 216 S Main Street, Roscommon, MI 48653

Seller and Buyer acknowledge that in connection with the possible sale/purchase of the Property, the Broker and all of its salespersons will be acting as disclosed dual agents of both Seller and Buyer. This is true even if Seller and Buyer are working with different salespersons. As dual agents, all salespersons will be working equally for both parties and will provide services to complete the transaction without the full range of fiduciary duties owed by a buyer's agent and a seller's agent. By working with a dual agent, Buyer and Seller are giving up their rights to undivided loyalty and will be owed only limited duties of disclosure, obedience and confidentiality.

Broker's salespersons will prepare and present offers and/or counteroffers at the direction of Seller or Buyer. In the preparation of the offers and counteroffers, a salesperson will act as an intermediary rather than as an active negotiator for either party. As dual agents, Broker's salespersons will not disclose any information as to either party's motivation.

Broker and its salespersons will preserve any information obtained during another agency relationship or in a prior or pending transaction or business relationship.

Seller and Buyer acknowledge that Broker's salespersons are not acting as attorneys, tax advisors, surveyors, appraisers, environmental experts or structural or mechanical engineers for either party.

Notwithstanding the terms of any contracts between Broker and Seller or Buyer, Seller and Buyer hereby release Broker and its salespersons from any fiduciary duties inconsistent with the terms of this Dual Agency Agreement.

SELLER (S)

BUYER (S)

<i>Chris and Lynn Wilkinson</i> <div style="font-size: 0.8em; margin-top: 2px;"> dotloop verified 07/10/17 10:55AM EDT DMOT-XQXQ-YK77-QTX0 </div>

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VILLAGE MANAGER MEMORANDUM

TO: PRESIDENT FISHEL AND THE VILLAGE COUNCIL
FROM: JOHN ROSCZYK, VILLAGE MANAGER
SUBJECT: LITIGATION MATTER/VILLAGE OF ROSCOMMON VS
VINEYARD
DATE: 7-17-2017

Initially, this case was settled by a Stipulated Settlement early in 2017. The proposed Judgment was prepared by the defendant's attorney, and a hearing was recently held on that proposed Judgment. Legal issues remain outstanding in the opinion of Village Administration. The Village Manager believes that Council needs to be advised concerning same.

The Manager asks Council to enter into a closed session with our attorney to be advised on these issues.

VILLAGE MANAGER MEMORANDUM

TO: PRESIDENT FISHEL AND THE VILLAGE COUNCIL
FROM: JOHN ROSCZYK, VILLAGE MANAGER
SUBJECT: STORM DAMAGE FROM 7-6-17
DATE: 7-17-2017

An update on storm damage as a result of the storm of Thursday, July 6, 2017 will be reviewed. If necessary, additional action may be proposed and voted on by the Council.