

~ Working For a Brighter Future ~

Village of Roscommon

REGULAR MEETING AGENDA

March 12, 2018 - 7:00 p.m.

1. Call to Order, Roll Call of Council, Pledge of Allegiance and Invocation
2. Sheriff's Report
3. Approval of Consent Agenda:
 - Approve the minutes of the February 12, 2018 Regular Council Meeting
 - Approve the minutes of the February 26, 2018 Special Council Meeting
 - Approve the Bills to be Paid
 - Accept the Sheriff's Report for February, 2018
 - Accept the minutes of the January 15, 2018 DDA Meeting
 - Accept the DPW Report for February, 2018
4. Approval of Regular Agenda
5. Manager's Report:
 - Written Manager's Report
 - Presentation of Audit – Trent Mulder, CPA
 - Update on Sawmill – Diane
 - Update on DPW – Lance
 - RRC Report – Mark Walling
6. Recess of Regular Business Meeting for Work Session
7. Open Work Session (work session is for information gathering only)
Topics: Water System Update
Review of Possible Added Duties for Treasurer's Position
Discussion of Manager's Selection Process
Discussion of Procedures for a Closed Session Meeting
8. End Work Session/Resume Business Meeting
9. Public Acknowledgement on Agenda Items (Two minutes per speaker)
10. Unfinished Business:
 - Option To Lease Industrial Park Property for Solar Energy Generation
 - Purchase Agreement for Mixed Use Property Site
11. New Business
 - Budget Amendment
 - New Copier Proposal
 - Appoint Committee for Reviewing Managerial Candidates for Interviewing
 - Village Manager Job Summary Changes
12. Public Acknowledgement (Two minutes per speaker)
13. Council Comments
14. Items for the Next Agenda
15. Adjournment

DRAFT MINUTES

VILLAGE OF ROSCOMMON

Minutes of the February 12, 2018 Regular Council Meeting

President Fishel called the meeting to order at 6:37 PM. Members of the Council present: Heather Roemer, Jan Deloge, Mike Miller, Marc McKee, Dan Scow, Dan Fishel and Brian Ludwig. Others present: Manager John Rosczyk, Clerk Dawn Dodge, Lance Cherven, Jan Wilkerson, Lacey Wilkerson, Sue Jock, Joanne Lederman, Rebecca Ragan, Krista Tacey-Cater, Tony Medina and Cari Talarico. The Pledge of Allegiance was recited and an Invocation given by President Fishel.

CONSENT AGENDA

Moved by McKee, seconded by Ludwig, to approve the consent agenda, including bills to be paid in the amount of \$72,981.30. Ayes: Ludwig, Fishel, Scow, McKee, Miller, Roemer and Deloge. Nays: None. The motion carried.

REGULAR AGENDA

Moved by Scow, seconded by Miller, to accept the Regular Agenda with the addition of "Termination of Manager" under New Business. All in favor. Hearing no objections, the motion carried.

SHERIFF'S REPORT

Sergeant Max gave the Sheriff Department's report.

WORK SESSION

Work session opened at 6:47 PM.

Topics: Blight, Solar Energy Lease in Industrial Park, Paperless, Water Discoloration

Work session closed at 7:15 PM

MANAGER'S REPORT

- Written Report
- Mixed-Use Park Report
- RRC Report - Mark Walling gave an update
- Tax collection - Rebecca Ragan gave an update

PUBLIC COMMENT ON REGULAR AGENDA ITEMS

None

UNFINISHED BUSINESS

- Appointment of Building and Zoning Inspector

Moved by Scow, seconded by Deloge, to approve Jim Letts as the Building and Zoning Inspector at a rate of \$35 an hour, with one hour of travel time being added. Ayes: McKee, Ludwig, Roemer, Miller, Scow, Deloge and Fishel. Nays: None. The motion carried.

-Vineyard Lawsuit

Moved by Ludwig, seconded by Scow, to accept the offer by Robert Vineyard to resolve all outstanding issues between the parties in the case entitled Village of Roscommon v Robert Vineyard, Roscommon County Circuit Court, Case No. 15-722543-CE, by the payment of \$1,000 by the Village to Robert Vineyard and that the Village attorney is hereby authorized to sign and file all court pleadings necessary to implement this final settlement. Ayes: Deloge, Ludwig, Miller, Fishel, McKee, Roemer and Scow. Nays: None. The motion carried.

NEW BUSINESS

-Reappointment of Village Positions

Moved by Miller, seconded by Scow, to approve the following appointments: Karrie Williams to the RMRA board with a term ending February 28, 2021, Bob Waterman/Dewey Barber as liquor inspector/s with a term ending December 31, 2019. All in favor. Hearing no objections, the motion carried.

-Consultant for Rezoning

Tabled.

-Appointment of Street Administrator

Moved by Scow, seconded by Miller, to approve the Resolution to appoint Lance Cherven as the Street Administrator for 2018. Ayes: Miller, Deloge, Scow, Ludwig, McKee, Roemer and Fishel. Nays: None. The motion carried.

-Accept Letter of Resignation from Village Treasurer

Moved by Roemer, seconded by Scow, to accept the letter of resignation from Michelle Linderman, Village Treasurer. All in favor. Hearing no objections, the motion carried.

-Appointment Process for New Treasurer

Moved by Roemer, seconded by Scow, to advertise for the treasurer position to fulfill the balance of the term with a two week advertisement starting tomorrow, to include a pro-rated salary and part-time benefits. Ayes: Roemer, Deloge, Miller, McKee, Scow, Fishel and Ludwig. Nays: None. The motion carried.

-Temporary Assignment of Treasurer Duties and Compensation

Tabled.

-Truck Bids

Moved by Roemer, seconded by Ludwig, to accept all bids for replacement of the two older DPW trucks, with the contract awarded to the vendor that serves the best interest of the

Village. Ayes: Ludwig, Fishel, Scow, McKee, Miller, Roemer and Deloge. Nays: None. The motion carried.

-DPW -- Carpet

Moved by Ludwig, seconded by Miller, to accept the bid of \$1,223.08 from Northern Flooring and Design Center to replace the carpet in two rooms of the DPW offices. Ayes: Fishel, Miller, Scow, Roemer, Ludwig, McKee and Deloge. Nays: None. The motion carried.

-DPW Intern

Moved by Roemer, seconded by Miller, to advertise for and hire a summer intern to work for the DPW from approximately May 30 through September 25, with total wages not to exceed \$10,000. Ayes: McKee, Ludwig, Roemer, Miller, Scow, Deloge and Fishel. Nays: None. The motion carried.

-Shelter for J.D. Tractor at Well No. 3

Moved by Scow, seconded by Roemer, to spend up to \$3,000 for a storage barn for the John Deere tractor. Ayes: Deloge and Miller. Nays: Ludwig, Fishel, McKee, Roemer and Scow. The motion failed.

-Proposal for Engineer for WWTP License

Moved by Scow, seconded by Deloge, to accept the proposal of Fleis & Vandenbrink to complete the WWTP license renewal and submit to the MDEQ by April 4, 2018 for the amount of no more than \$3,800. Ayes: Scow, Fishel, Deloge, McKee, Ludwig, Miller and Roemer. Nays: None. The motion carried.

-Village Website Proposals

Moved by Ludwig, seconded by Roemer, to accept the Revise website proposal, the special app, and the service agreement at a total cost of \$32,200 for five years. Ayes: Miller, Deloge, Ludwig, McKee, Roemer and Fishel. Nays: Scow. The motion carried.

-Life Insurance/Dismemberment Coverage for Full-Time Employees

Tabled

-Posting of Manager's Position

Moved by Scow, seconded by Miller, to advertise in the MML the ad from the last manager's position, changing the due date to March 15, 2018, with the salary range to stay the same. Ayes: Fishel, Roemer, McKee, Ludwig, Scow, Deloge and Miller. Nays: None. The motion carried.

-Termination of Village Manager

The Village Manager requested to go into closed session.

Moved by Scow, seconded by Deloge, to enter into closed session for discussion of Manager's employment at 9:26 PM. Ayes: Roemer, Deloge, Miller, Scow and Fishel. Nays: McKee and Ludwig. The motion carried.

Closed session from 9:26 PM - 9:55 PM.

Moved by Deloge, seconded by Miller, to accept the resignation of the Village Manager as of February 28 and agree to two months severance. Ayes: Miller and Deloge. Nays: Ludwig, Fishel, McKee and Roemer. Scow abstained. The motion failed.

Moved by Roemer, seconded by Ludwig, to accept John's resignation as of April 10 with no severance pay required. Ayes: Fishel, Miller, Roemer, Ludwig, McKee and Deloge. Scow abstained. The motion carried.

PUBLIC ACKNOWLEDGEMENT

Comments heard from: Mark Walling and Bob Vineyard.

COUNCIL COMMENTS

None.

ITEMS FOR THE NEXT AGENDA

Hiring panel for Manager's position, life insurance, paperless, McKee's request for a Sawmill presentation, Treasurer appointments, benefits for the interim treasurer, road commission.

ADJOURNMENT

Moved by Roemer, seconded by Ludwig, to adjourn the meeting at 10:05 PM. All in favor. Hearing no objections, the motion carried.

Daniel G. Fishel
Village President

Dawn M. Dodge
Village Clerk

DRAFT MINUTES

VILLAGE OF ROSCOMMON

Minutes of the February 26, 2018 Special Council Meeting

Work session held from 7 PM - 7:57 PM

Topics: Parks & Recreation, Civic Clerk, Wages and benefits for elected officials, Village Treasurer Ordinance, Water questions

President Fishel called the meeting to order at 7:58 PM. Members of the Council present: Jan Deloge, Brian Ludwig, Mike Miller, Dan Fishel, Marc McKee, Heather Roemer and Dan Scow. Others present: Manager John Rosczyk, Clerk Dawn Dodge, Lance Cherven, Lacey Wilkerson, Sue Jock, Krista Tacey-Cater, Tony Medina, Mark Walling, Linda Mesler, Cari Talarico, Deb Rosczyk and Cecilia Scow. The Pledge of Allegiance was recited and an Invocation given by President Fishel.

PUBLIC COMMENT ON REGULAR AGENDA ITEMS

Comments heard from: Lacey Wilkerson.

ADOPTION OF AGENDA

Moved by Scow, seconded by Ludwig, to adopt the agenda. All in favor. Hearing no objections, the motion carried.

APPROVAL OF CONTRACT WITH NEMCOG TO OVERSEE MASTER PLAN AND REZONING

Moved by Scow, seconded by Deloge, to adopt the contract with NEMCOG at a cost of \$28,950 with the understanding it is to be a shared cost with the MEDC. Ayes: Miller, Deloge, Scow, Ludwig, McKee, Roemer and Fishel. Nays: None. The motion carried.

ESTABLISH A SALARY AND BENEFIT PACKAGE FOR REMAINDER OF 2018 TERM OFFICE FOR VILLAGE TREASURER

Moved by Scow, seconded by Roemer, to establish a salary for the Village Treasurer of \$12,000 annually (\$1,000 monthly) which would be prorated, and half of the benefit package for the remainder of the term. Ayes: Roemer, McKee, Ludwig, Scow, Deloge and Miller. Nays: Fishel. The motion carried.

ESTABLISH AN AT WILL, PART-TIME POSITION FOR THE NEW VILLAGE TREASURER

Tabled.

NOMINATION OF VILLAGE TREASURER BY PRESIDENT FISHEL

President Pro Tem McKee nominated Fran Dawson for the position of treasurer.

Moved by Ludwig, seconded by Roemer, to accept Trustee McKee's nomination of Fran Dawson as treasurer for the balance of the term. Ayes: Roemer, Deloge, Miller, McKee, Scow, Fishel and Ludwig. Nays: None. The motion carried.

ADOPTION OF ORDINANCE MAKING THE SELECTION OF VILLAGE TREASURER AN APPOINTMENT
AS SET FORTH IN THE PROPOSED ORDINANCE

Tabled.

SELECTION OF A NEW GROUP LIFE INSURANCE POLICY FOR FULL-TIME EMPLOYEES

Moved by Scow, seconded by Ludwig, to adopt the life insurance policy as presented from the Standard Group (MERS), at a cost of \$27 a month. Ayes: Ludwig, Fishel, Scow, McKee, Miller, Roemer and Deloge. Nays: None. The motion carried.

RESOLUTION TO CREATE A RRC STEERING COMMITTEE

Moved by Scow, seconded by Miller, to create an RRC steering committee. All in favor. Hearing no objections, the motion carried.

NOMINATIONS OF THE FOLLOWING PEOPLE TO SERVE ON THE RRC STEERING COMMITTEE

Moved by Scow, seconded by Miller, to nominate the following people to serve on the RRC Steering Committee: Heather Roemer, Bill Curnalia, Mike Walker, Jim Letts, John Rosczyk and Ron Alden and facilitators of the committee: Mark Walling, Lacey Wilkerson, Diane Love-Suvada. All in favor. Hearing no objections, the motion carried.

APPROVE PURCHASE AGREEMENT FOR SALE OF MIXED-USE PARK PARCEL OF PROPERTY TO
JESSIE AND JASON SHARPE

Tabled.

PROPOSAL FOR PURCHASE OF 10 CHROME NOTEBOOKS FOR COUNCIL AND COUNCIL MEETING
PARTICIPANTS FOR PAPERLESS AGENDAS AT COUNCIL MEETINGS

Moved by Scow, seconded by Deloge, to purchase 10 Chrome notebooks from Classic Computer Repair for a total cost of \$2,649.89. Ayes: Deloge, Ludwig, Miller, Fishel, McKee, Roemer and Scow. Nays: None. The motion carried.

PUBLIC ACKNOWLEDGEMENT

Comments heard from: Bob Vineyard, Linda Mesler and Mark Walling.

ADJOURNMENT

Moved by Roemer, seconded by Deloge, to adjourn the meeting at 9:01 PM. All in favor. Hearing no objections, the motion carried.

Daniel G. Fishel
Village President

Dawn M. Dodge
Village Clerk

Sheriff's Report

February, 2018

Village Patrol		Feb-18			Activity Report to Village of Roscommon Village Patrol Paid Hours
Mileage	=	382			
Hours	=	55			
Stops	=	18			
VW	=	17			
Citations	=	1			
Criminal	=	3			
Non Criminal	=	9			
Report Writing		2			
Accidents	=	0			
Arrests	=	2			
Contacts	=	123			
Prop. Check	=	54			
Liquor Inspections=		9			

Arrests

Warrant Arrest
DWLS

D= Dispatched

P= Patrol Initiated

Complaints

D- SUBJECT WALKING NEAR TISDALE/ UTL
P- MOTORIST ASSIST
D- ASSAULT @ LIGHTHOUSE
P- ASSAULT COMPLAINT- S. SECOND ST
D- ARGUMENT, HILLTOP APTS
D- DEER IN THE ROAD
P- RUNAWAY COMPLAINT
P- GENERLA NON-CRIMINAL
P- RECKLESS DRIVING COMPLAINT/ UTL
D- MISSING PERSON; SUBJECT LOCATED/DISREG
D- DOLLARE GENERAL; SHOPLIFTING COMPLAINT

Feb-18 Additional Village Activity

Hours

24

Criminal Complaints

4

Non Criminal Complaints

8

Traffic Stops

6

Verbal Warnings

6

Citations

0

OWI Arrests

0

Other Arrests

2

Accidents

1

Assist EMS

Other Assignments

Type of Complaints Handled

P- Possession of Meth/Morphine
D- Retail Fraud/ Forwards
D- Civil Matter/Property
D- Assist Crawford County
D- Subjects walking in roadway (8y/o's)
D- Unruly Subject/ BC Pizza
P- Non Traffic PDA
P- W/I Assault/Argument Complaint
D- Found Syringes/ Dollar General
D- Suspicious Situation- Riverforest Apts
P- Warrant Arrest
D- Disorderly Person/ McDonalds
D- Suspicious Vehicle/ Cemetary Unable to locate

Arrests

Felony Warrant Arrest
Possession of Methamphetamine
Possession of Morphine
Resist/Obstruct Police Officer

ROSCOMMON DOWNTOWN DEVELOPMENT AUTHORITY

BOARD MINUTES

January 15, 2018

Members Present: Weiler, Schwalm, O'Brien, Rosczyk, Weiss, Walker, Wilkerson, Jock, Hodges, Spangler

Excused: Jim, Ron

Absent: Tim

Others Present: Diane Love-Suvada, James DeArmond, Dan Scow

Motion by Andrea with support from Doug to accept the Secretary's report. All in favor, motion carried. Motion by Tammy with support from Sue to approve the Treasurer's report. All in favor motion carried.

(Thru 1/12/18)	Treasurer's report	
Cash on Hand		\$293,143.72
Deposit -Higgins Twp.		\$8,443.86
Interest 12/31/17		\$25.83
		\$301,613.41
Bills Approved Prior Month		
Ck printing charges		\$144.85
Ck #1001 Sawmill		\$25,000.00
Bills for Approval		
Ck #1002 Village of Roscommon		\$4,374.99
Ck #1003 Mark Walling		\$498.00
Ck #1004 Village of Roscommon-Nov Safe Path		\$80.00
Ck #1005 Consumer Energy		\$71.63
	Ending Balance	\$271,443.94

CORRESPONDENCE & PUBLIC COMMENT - MEDC meeting Feb 21, 2018 1:30 to 5:00 at the Village Hall **COMMITTEE REPORTS**

Managers Report - RRC training session in February. Mark continues to work on the RRC process. Two priorities are development of a new master plan and re-doing the zoning laws. Actively pursuing re-doing the website. Need to develop an overall plan for the mixed-use park. The DDA Budget was approved by the Village council.

Façade Grant – Nothing new.

Sidewalks and Streetscapes – Andrea asked why the plowing is not being done past entrance sign, the contract says it gets plowed to Nesters. Our attorney says it is not enforceable.

Website – Nothing new.

Sawmill – Diane gave a report on the Sawmill. Andrea asked for an update on a quarterly basis on the Sawmill Budget.

Farm market- Erine is working on an agreement and a budget.

OLD BUSINESS

Lighthouse - We have not heard anything new from the Road Commission. We are watching for any grant opportunities.

Iron Bell Trail – Northwest design has been hired to do the planning grant.

Economic Development Coordinator - Nothing reported.

Parking Stripping – Will be done Spring 2018.

Village Clock – The clock is working.

Window Clings – A vinyl 10 x 10 is \$3.00. Smaller ones would be less.

Chamber/Village Map - Phil has a price of \$400 to redo the map, conversations are in the work. Kathy from the Chamber asked if the DDA was paying for it. Chamber wants to redo the map prior to printing. Is the intent for it to be a DDA map a Village Map? The thought is to have both with a shared interest.

NEW BUSINESS

Rising Tide – Mike would like to call a meeting this week. We have not been awarded the Rising Tide, however there is a third round so we will continue to move forward to prepare to be considered for a future round. Currently we have areas that we need to address so that we can be considered for future rounds. Dan Lenard's advice was to act as if we are ready for the Rising Tide so in the future we may qualify.

New banners – They are at the Village Hall. Andrea will take a look at them.

FUTURE PROJECTS – Keep a running list so they are not forgotten

Trees at BC Pizza – May
AuSable Drugs Purchase
Garbage Can advertising
Frontier building
Green's & Antiques
Division Street trails 2020
Parking on Fourth Street

LIAISON REPORTS – Village nothing. Township nothing. The new director at the Chamber is Tracy Pardo-Smith
Winterfest is February 17th.

Meeting Adjourned at 9:07. Motion by John Support by Sue. All in favor.

DPW Report for March 2018 Council Meeting

February has been a very busy Month. Here are some of the key points I would like to take time to acknowledge.

- All water testing results have come back perfect. This is always something we take great pride in. We are continuing to devise a plan to create better water quality as well.
- We have been making huge changes in trying to improve the chlorine levels in the water. We started the Month fairly high on our levels. With lots of close monitoring we have gotten these levels down and it seems to be helping.
- Have been doing a lot of research on our brown water issue. With the help from Dan Robb and advice from others we have found that it may not look the clearest but there is no health concerns associated with brown water. I am going to continue to ask for support from you all in getting the word out that it is safe and we have a plan in place for improving the clarity of the water. Continuing to discuss this matter in a negative way has done and will continue to do us no good.
- We have had two cases of broken water service lines. The first one was a residence located along S. Main St. DPW staff did an excellent job of making this repair and in a timely matter. The second break was a service line going to a vacant lot along S. 5th St. across from Hull Building Center. With assistance from the RCRC we were able to make that repair in a very timely matter as well. In both cases it is going to require additional work in the spring when the ground is not frozen.
- With the nicer weather during this month we were able to get out and do some more tree trimming. Areas we are concentrating on are those that pose a safety concern as well as damage to our equipment. This work will continue as the weather improves until we shift over to late spring and summer work.

- Had a meeting with the plant Manager at Lear to begin working on renewal of their waste water permit. Both parties seem to agree that this is a very important issue and will continue to collaborate to make improvements.
- Lots of work behind the scenes being done to keep the ICE grant on track. I will be providing a more in-depth verbal report at Monday's meeting.
- Take a look at the Houghton Lake Resorter last week. We had two Roscommon High School students out to the plant and did a very nice job painting our logo on the wall for us. This is something I plan on having redone every couple of years as it helps to promote a positive story for the paper as well as community involvement.
- We have one resident (that I am aware of) that has a frozen service line. Fortunately I was able to talk their neighbor into helping them out with hooking a hose to their line to provide water for the remainder of the winter. This just goes to show how important the let run continues to be.

This is a few of the most important items I just wanted to touch base on.
As always feel free to contact me with question or concerns.

Focus on

The GOOD

Thank You Kindly,

Lance Cherven

DPW Director

VILLAGE MANAGER'S REPORT

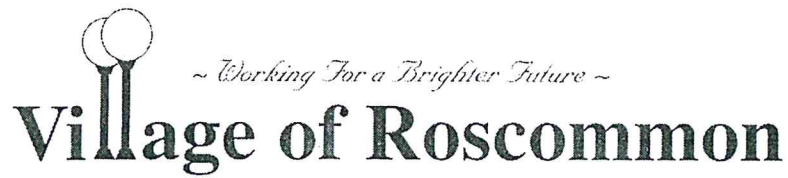
January 8, 2018

I plan to use my remaining time in the Village to bring closure to the treasurer's position, complete a recommendation on the solar generation lease, and write summary sheets for the new manager on a number of topics, as well as to continue to deal with the daily issues that occur in our Village.

I will remain active with Mark on economic development and the RRC, along with the daily interaction I have with Lance and the DPW.

Recreation and writing letters to our properties challenged with blight will additionally be areas of focus.

See you Monday night,
John



VILLAGE MANAGER MEMORANDUM

TO: PRESIDENT FISHEL AND THE VILLAGE COUNCIL
FROM: JOHN ROSCZYK, VILLAGE MANAGER
SUBJECT: INDUSTRIAL PARK SOLAR GENERATION LEASE
DATE: 3/12/2018

The option to lease an agreement, as well as the first, second, and third options to extend it, are with our attorney for review. Two area communities that are moving ahead with such an agreement are Gladwin and Manton.

The solar company with its options may tie up most of the remaining undeveloped Industrial Park for up to approximately four years with a modest amount paid to the Village for the options. These option extensions I have been advised are due to the various approvals that have to be obtained, as well as complexities that may develop as the solar company works its way through the utility approvals. I will share our legal opinion with you as soon as it is received.

Recommended action: Review now, and take action on it at the April meeting.



VILLAGE MANAGER MEMORANDUM

TO: PRESIDENT FISHEL AND THE VILLAGE COUNCIL
FROM: JOHN ROSCZYK, VILLAGE MANAGER
SUBJECT: PURCHASE AGREEMENT FOR MIXED USE PROPERTY SITE
DATE: 3-12-2018

Jason and Jessie Sharpe of *Two Rare Design*, a graphic arts business, are ready to purchase a parcel in our mixed use park. I have attached a proposed Purchase Agreement for your review.

A motion is requested to approve the execution of the Purchase Agreement by the Village Manager and Clerk for the sale of real property to Jason and Jessie Sharpe for the price and terms as set forth in the attached Agreement.

A roll call vote is necessary.

PURCHASE AGREEMENT

This Purchase Agreement (the "**Agreement**") is entered into on March _____, 2018, by and between the Village of Roscommon, 702 Lake Street, P.O. Box 236, Roscommon, MI 48653 (the "**Seller**" and/or "**Village**") and Jason Sharpe and Jessie Sharpe, husband and wife, 1825 W. Sunset Drive, Roscommon, Michigan 48653 (the "**Purchaser**"), upon the terms and conditions set forth below:

1. **Background.** **Seller** is the owner of certain real property located in the Village of Roscommon. This property is within the village of Roscommon's "Mixed Development Property." **Purchaser** wishes to purchase said real property as described in the attached description. See **Exhibit A** (the "Property"). The Property will be developed by **Purchaser** as commercial business space. This **Agreement** sets forth the terms and conditions upon which the **Purchaser** agrees to purchase the Property from the **Seller**.

2. **Purchase and Sale.** The **Seller** agrees to sell the Property to the **Purchaser**, and the **Purchaser** agrees to purchase the Property from the **Seller**, together with all easements, rights, and appurtenances, upon the terms and conditions set forth below.

3. **Consideration.** In full consideration of the conveyance contemplated in this **Agreement**, **Purchaser** shall pay the Village \$1,000.00, plus other good and valuable consideration, including, but not limited to, reducing the expenses to the Village for maintaining the property and returning the property to the tax roll, thereby generating tax revenue to the Village, the sufficiency of which is hereby determined adequate by the Village.

4. **Purchaser's Access to Property/Due Diligence Period.** The **Purchaser** and/or its employees, agents, contractors, surveyors, engineers, and other invitees shall have reasonable access to the Property for purposes of inspecting and evaluating the Property from the signing of this Agreement through May 1, 2018. During such time as the **Purchaser**, its employees, agents, contractors, or invitees are on the Property: (a) such employees, agents, contractors, or invitees shall not unreasonably interfere with any use of the Property by the **Seller** or **Seller's** lessees, (b) the **Seller** shall not be liable for any damage, loss, or injury caused by **Purchaser** or its employees, agents, contractors, or invitees, and (c) and to the extent permitted by law, the **Purchaser** shall indemnify and hold the **Seller** harmless from any damage, loss, or injury, including, without limitation costs and expenses of investigating, defending, and settling or litigating any claim, including reasonable attorney fees, arising out of the presence of such persons on the Property prior to the date of Closing. Upon completion of all such inspections and evaluations, the **Purchaser** shall return the Property substantially to its prior condition. **Purchaser** bears the expense of any inspections or testing of the Property.

5. **Environmental Due Diligence.** During the due diligence period, **Purchaser** may utilize environmental engineers and any other consultants to conduct such environmental investigations and examinations of said Property as may be deemed appropriate, including Phases I and II environmental assessments. The restoration of any disturbance of the Property because of such testing shall be the responsibility of the **Purchaser**. All costs for assessments and restoration under this paragraph are exclusively that of the **Purchaser**.

6. **Survey.** The **Purchaser** shall procure and deliver to the **Seller** a boundary survey of the Property prior to the closing of the sale. The **Purchaser** shall pay the expense of said survey preparation.

7. **Easement for Utilities.** **Purchaser** will grant any required easement necessary for the **Village** to service and maintain any underground utilities installed within the property boundaries.

8. **Closing Date and Possession.** The **Purchaser** and the **Seller** shall close the sale and purchase the Property from the **Seller** to the **Purchaser** (the "Closing") on or before July 1, 2018. The Closing shall take place at Village Hall or at the office of a local title company.

9. **Delivery of Documents/Title Insurance.** The parties intend and agree that legal title to the Property be transferred and conveyed upon closing, in clear and marketable condition, free from all encumbrances except easements of record, and that such title be insured as required, herein. Promptly following the signing of this Agreement:

- The **Purchaser** shall apply for a title insurance commitment for an owner's policy of title insurance for the Property, without standard exceptions, in the amount of the purchase price, naming the **Purchaser** as the insured party, issued by a local title company.
- Upon receipt, **Purchaser** will deliver the owner's policy of insurance to the **Seller**, together with copies of all recorded instruments referred to, therein, as title exceptions or encumbrances or, otherwise, affecting title to the Property. **Purchaser** will bear the cost of said owner's policy of title insurance.
- The **Purchaser** may raise specific objections to title in writing made and delivered to **Seller** within 10 days following receipt of the title commitment. The **Seller** shall have 15 days, thereafter, to cure the purported title effect or obtain title insurance insuring over and indemnifying against such defect(s), or elect not to cure the defect. Failure to cure or insurance against the defect will have the effect of nullifying this Agreement, unless the **Purchaser** waives its objection(s), hereunder.

10. **Taxes and Assessments; Other Similar Items.** All future assessments subsequent to closing levied against the Property shall be the responsibility of the **Purchaser**.

11. **Form of Conveyance.** At Closing, the **Seller** shall grant and convey legal title of the Property to the **Purchaser** pursuant to a Quit Claim Deed, subject only to the easements and covenants, conditions, and restrictions of record, as shown on the title commitment referenced above and not objected to by the **Purchaser** during the Due Diligence Period. The **Seller** shall sign and file a transfer valuation affidavit to evidence the Purchase price.

12. **Site Plan Review.** **Purchaser** shall, prior to any construction on the Property which requires permits or plan approval, submit to the **Village** Planning commission for consideration and approval of its proposed site plan for development. All relevant covenants and requirements must be met unless a waiver is obtained through the **Village**.

13. **Seller's Default.** In the event of any default by the **Seller** which continues without cure for a period of 10 days after delivery by the **Purchaser** of written notice to the **Seller**, the **Purchaser** shall have the right (but not the obligation) to terminate this **Agreement** by notice to the **Seller** and the Escrow Agent within 15 days after the occurrence of the default, and the **Purchaser** shall have any and all rights and remedies available to the **Purchaser** in law and at equity arising out of the default, including, without limitation, specific performance.

14. **Purchaser's Default.** In the event of any default by the **Purchaser** which continues without cure for a period of 10 days after delivery by the **Seller** of written notice to the **Purchaser**, the **Seller** shall have the right (but not the obligation) to terminate this **Agreement** by notice to the **Purchaser** and the Escrow Agent within 15 days after the occurrence of the default, and the **Seller** shall have any and all rights and remedies available to the **Seller** in law and at equity arising out of the default, including, without limitation, specific performance.

15. **Closing.** At Closing, the **Purchaser** shall be responsible for the payment of the state and county transfer taxes, if any. The **Purchaser** shall pay the closing fee charged by any title insurance company and any recording fees.

16. **Real Estate Commissions.** Each party will be responsible for any real estate commissions due an agent through contractual agreement. It is acknowledged by the parties that the **Seller** and **Purchaser** have not utilized the services of any agent related to this transaction.

17. **Notices.** Except as otherwise provided, all notices required under this **Agreement** shall be effect only if in writing or facsimile transmission, and shall be either personally served, electronically transmitted, or sent with postage prepaid to the appropriate party at its address as set forth in the introductory paragraph of this **Agreement**; provided, however, that notices to the Escrow Agent shall be delivered to the Escrow Agent at its address provided above. Either party, as well as the Escrow Agent, may change its address by giving notice of the change or a facsimile transmission number to the other two as provided in this Section. Notices shall be to the attention of **Purchaser**.

Purchasers: Jason Sharpe
Jessie Sharpe
1825 W. Sunset Drive
Roscommon, MI 48653

Seller: Village of Roscommon
John Rosczyk, Manager
702 Lake Street, P.O. Box 236
Roscommon, MI 48653
Phone: 989-275-5743
Fax: 989-275-5998
manager@roscommonvillage.com

18. Additional Provisions.

- Only one MDOT approved driveway shall be installed at **Purchaser's** expense for access to M-18 (Lake St.).
- At the present time, Village water is available and **Purchaser** shall be required to be connected to the Village Water System. A sewer line, however, is not currently available, but **Purchaser** will be advised at such time when it is available. **Purchaser** will then be required to hook up to the Village Sewer System. For the present time, **Purchaser** will be given a waiver as to installation and connection to Village Sewer System. **Purchaser** will work through the Central Michigan Health Department for a permit to install an approved private septic and drain field system at **Purchaser's** cost.
- **Seller** reserves an easement for installation and maintenance of utilities over the westerly 66 feet of property.
- **Purchaser** or assigns shall start commencement of the project within nine (9) months of Closing and shall complete the project within twelve (12) months after construction commencement. Failure by Purchaser or its assigns to satisfy the preceding requirements shall result in the title of the real property reverting to the Seller.
- The provisions of Paragraph 18 shall survive the Closing.

19. Entire Agreement: This **Agreement** and all exhibits constitute the entire agreement between the parties with respect to the subject matter of this **Agreement**, and all prior Agreements with respect to the Property between the parties, whether written or oral, shall be of no further force and effect. This **Agreement** may not be modified except by a written document signed by the **Seller** and the **Purchaser**.

20. **Applicable Law.** This **Agreement** shall be applied, construed, and enforced in accordance with the laws of the State of Michigan, without giving effect to conflicts of laws and principles. Venue for any disputes under this **Agreement** shall lie in Roscommon County, Michigan.

21. **Binding Effect.** This **Agreement** shall be binding upon and inure to the benefit of the parties and their respective successors. Neither party shall have the right of assignment of this **Agreement** or the rights hereunder without the prior written consent of the other Party.

22. **Land Division Act.** Seller transfers the right to make zero (0) land divisions of the Property.

23. **Time is of the Essence.** It is expressly agreed by the Parties that time is of the essence with respect to this **Agreement**.

24. **Counterparts.** This **Agreement** may be executed in one or two counterparts, each of which will be an original, and all of which together shall constitute one and the same document.

SELLER/Village of Roscommon, Roscommon, Michigan

John Rosczyk, Manager
Date:

Witness:

Dawn Dodge, Village Clerk
Date:

Witness:

PURCHASER/Jason Sharpe and Jessie Sharpe, Roscommon, Michigan

Jason Sharpe

Witness:

Jessie Sharpe

Witness:

Jason Sharpe
Jessie Sharpe

Exhibit A

Part of the Southeast 1/7 of Section 7, T24N, R2W, Higgins Township, Roscommon County, Michigan, described as: Commencing at the Southeast corner of said Section 7, thence N89°42'40"W, along the South section line, 1333.48 feet to the Easterly Right of way line of M-18; thence N00°50'31"E, along said Easterly right-of-way line, 300.33 feet to the Point of Beginning; thence continuing N00°50'31"E, along said right-of-way line, 200.00 feet; thence S89°42'40"E, parallel with said South section line, 300.00 feet; thence S00°50'31"W, parallel with said Right-of-way, 200.00 feet; thence N89°42'40"W, parallel with said South section line, 300.00 feet back to the point of beginning. Said Parcel containing 1.38 acres, more or less.

PROPOSED PARCEL
1.38 ACRES±

GRAPHIC SCALE

A horizontal scale bar with alternating black and white segments. Below the bar, the numbers 400', 0, and 400 are marked, indicating the distance in feet.

◎ FOUND CAPPED IRON
 ○ SET CAPPED IRON
 ● FOUND IRON
 ■ FOUND CONCRETE MONUMENT
 (R) RECORD (M) MEASURED

Tele: (989) 345-1600 Fax: (989) 345-1100
www.michigansurveys.com
©2016, MAY & ASSOCIATES, INC
REPRODUCTION IN ANY FORM PROHIBITED WITHOUT WRITTEN PERMISSION

DATE: March 7, 2018	PAGE: Sheet 1 of 1
SCALE: 1" = 400'	REVISED:
DWG NO: S17A19A_Proposed	DRAWN BY: JPM
CLIENT: JOB Roscommon:S18A19A	CHK:



VILLAGE STAFF MEMORANDUM

TO: PRESIDENT FISHEL AND THE VILLAGE COUNCIL
FROM: DAWN DODGE
SUBJECT: BUDGET AMENDMENT
DATE: 3-12-2018

I am proposing the following budget amendment:

Increase 101-191-956.000 (Elections) \$4,000

A motion is proposed to amend the Budget as requested.

A roll call vote is required.



~ Working For a Brighter Future ~

Village of Roscommon

VILLAGE MANAGER MEMORANDUM

TO: PRESIDENT FISHEL AND THE VILLAGE COUNCIL
FROM: JOHN ROSCZYK, VILLAGE MANAGER
SUBJECT: NEW COPIER PROPOSAL
DATE: 3-12-2018

With our commitment to the RRC, our copying demand has increased considerably, including a need for color copies. Just recently, a number of color copies was needed for the RRC, and we were obliged to pay \$1 a copy for each (with an in house machine, the cost would be 5.45 cents per copy).

We have been quite happy with our Kyocera 3010i copier. However, due to our need for a color copier and, also, because the DPW is currently in need of a copier, we are looking at a new purchase. The trade-in value of our current copier is only \$475. Instead of using this, we would give our present copier to the DPW staff. It would still need regular service, but that would be paid for with available DPW funds.

The price quote we received (see attached pages) was from Dunn's Business Solutions in Gaylord from whom we purchased our present copier and who currently services it. The copier we are considering is a Kyocera Color Copier 2552ci. It has received good reviews, is of a good value price, and would definitely be an asset to our Village Offices.

It is recommended that Council accept the price quote from Dunn's Business Solutions of \$5,465 (outright purchase) for a Kyocera Color Copier 2552ci. Our present copier would be moved to the DPW offices.

A roll call vote is necessary.

Executive Summary

After performing a complete cost analysis, and talking with Lacey and John DBS is happy to propose a New Kyocera 2552ci color copier. This copier will not only give you a great replacement for the Kyocera 3010i as your main copier, but it can replace any color printers and reduce your color footprint by up to 80% over any current standalone of outsources costs, with affordable color copying and printing.

You can distinguish/identify users and departments by codes and set quantity limits in order tract and/or limit color copying and printing.

This machine can also integrate with your BS and A Municipal Software when printing your water bills and other invoices.

Kyocera 2552ci

Low cost Color – only 5.45 cents per page, (toner included)

Low cost Black – 1.0 cents per page, (toner included)

With the following standard enhanced features and options:

- Easy to use Color Copying, Printing and Scanning
- Automatic Document Feeders
- Touch Screen, Intuitive, Control Panels
- 1200 x 1200 dpi Resolution, 300 gms thick paper, envelopes and labels
- Print from and Scan to USB
- Pin Point Scan 3 Technology AP Included
- Print from Smart Phones and Tablets over your Wi-Fi

Shipping, Set Up, Delivery, Installation, Loading of Drivers and Training Included

Also: By signing a new lease and FSMA agreements, the financial obligations of the existing FSMA are fulfilled.

We will move your current machine to a new location, or pay your \$450.00 for trade

Details in the Proposal

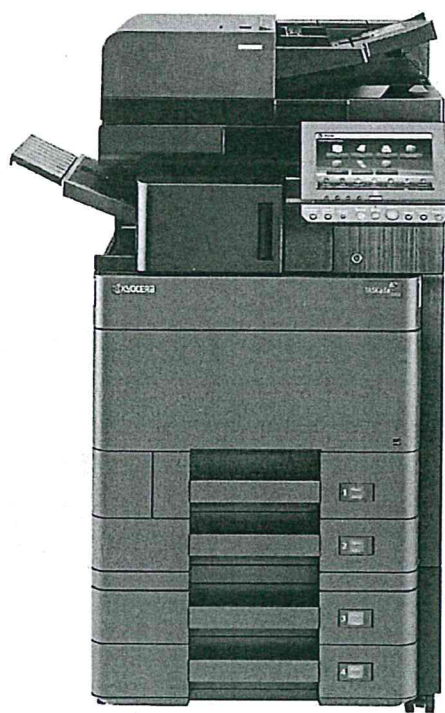


› PRINT › COPY › SCAN › FAX

TASKalfa 2552ci

COLOR MULTIFUNCTIONAL
SYSTEM

POWERFUL COLOR PERFORMANCE... CONNECTING PEOPLE AND INFORMATION.



Designed to impress, the TASKalfa 2552ci is the ultimate Color MFP for small business and distributed workgroups. As a flexible document processing hub, the TASKalfa 2552ci provides all the tools needed to easily and efficiently print, scan, and copy. Indeed, document processing is a breeze with a large tablet-like color touch screen, and intuitive feature selections that speed job turnaround. Whether running routine copies or scanning to a network folder, the TASKalfa 2552ci is the ideal solution for your growing business.

- › Vivid Color and B&W Imaging up to 25 Pages per Minute
- › Exceptional Print Quality at up to 1200 dpi
- › Scalable Paper Capacity for Longer Job Runs
- › Flexible Media Support and Paper Sizes up to 12" x 48"
- › Customizable 9" Color Touch Screen with Intuitive, Tablet-like Home Screen
- › Robust Portfolio of Business Applications that Can Optimize Your Document Workflow
- › Advanced Finishing Options for Professional Output, including a Space-Saving 500-Sheet Internal Finisher
- › Standard USB Host Interface for On-the-Go Printing and Scanning
- › Efficient Color Scanning up to 160 ipm
- › Convenient Wireless Printing and Scanning
- › Apple AirPrint™, Google Cloud Print™ and KYOCERA Mobile Print Compatible for a Mobile Printing Solution

Comparison of Options, Features, Service and Pricing

Cash Proposal	Village		Proposal
Item	Current Estimated Costs for Printers/Outsourcing	Current Kyocera 3010i 2014	Kyocera Color 2552ci 2018
Year Introduced			
Engine Speed/Pages per Minute	varies	30	25
Auto Document Feeder	NONE	50 pages	50 pages
Fax Interface	N/A	Optional	No
Standard Paper Trays	1 x 250	2 x 500	2 x 500
Ram / HDD	256 MB/ 0 GB	2 GB / 160 GB	4 GB / 320GB
Scan Speed Images per Minute	33 ipm	48/48	48/48
USB Port	Yes	Yes	Yes
Apple "Air Print" Phones/Tablets	No	No	Yes
Control Panel	4" Touch	8.5 " Touch	9.0 Intuitive
Maximum Paper Size	8 1/2 x 14	11 x 17	12 x 18 Posters
Black Service Rate per page	0.03	0.01725	0.01
Monthly Minimums	n/a	2,917	1,000
Monthly Average over last 12 Months	200	3,710	3,710
Black Page Cost per Month	<u>\$6.00</u> *	<u>\$64.00</u> **	<u>\$37.10</u>
Total Color Cost per Page	0.035		0.0545
Monthly Average Color Volume	100		100
Monthly Minimums			
Color Page Cost per Month	<u>\$35.00</u> *		<u>\$5.45</u>
Total Service Cost per Month		\$64.00	\$42.55
Or Cost for Ink	\$41.00		
Total	***	\$105.00	\$42.55
save per month			\$62.45
save per year			\$749.40
save over 7 years			\$5,245.80
CASH PRICE FOR COPIER	***		\$5,465.00
TRADE IN OF 3010i			\$475.00
Discounted Cash Price			\$4,910.00

* No Service, just toner

* Estimated costs for toner ink and outsourcing of documents

FSMA: includes all service calls charges, all travel charges, all parts, all labor and all consumables including all toner at 100% page yield

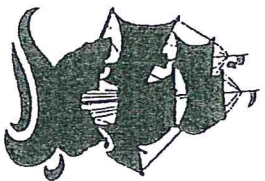
*** If you relocate it, we will move the copier for you

NOTE: The machine will pay for itself in less than 7 years, a lot sooner if you want to do more color copying and printing for only 5.45 cents per page

**Some of our Customers who have leased a 2552ci Kyocera Color,
(Or similar) Color Copier Product
With a Full Service Maintenance Agreement
In the Past 12 Months**

- Gaylord Chamber of Commerce
 - Spicer Boat City (2)
 - City of Boyne City
 - City of Grayling
- Roscommon District Library
- Extreme Power Sports, Gaylord
- Boyne City Chamber of Commerce
 - City of Gaylord
 - Otsego County (4)
 - St Mary, Grayling
- Crawford County Road Commission, Grayling
 - St. Francis Episcopal, Grayling
 - Diocese of Gaylord (3)
- First Presbyterian Church, Harbor Springs
 - Albert Township, Lewiston
 - St Mary Cathedral, Gaylord
- Houghton Lake Community Schools
- First Congregational Church, Roscommon
- Roscommon County Road Commission, Prudenville

Names of Decision Maker and Contact Information Available Upon Request



THE FIRST CONGREGATIONAL CHURCH

109 SOUTH MAIN STREET • P.O. BOX 215
ROSCOMMON, MICHIGAN 48653

August 16, 2016

To Whom It May Concern,

I am writing to recommend Dunn's Business Solutions. In March, 2016, our church purchased a Kyrocera TASKalfa 2551ci. The support and service we have received from Dunn's has far exceeded our expectations. Their staff is friendly, knowledgeable and courteous. In addition, the cost savings have been significant.

If you have any questions, feel free to contact me.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bonney Brandt", is written over the printed name.

Bonney Brandt
Secretary

First Congregational Church
fcc48653@gmail.com
989-275-5055



~ Working For a Brighter Future ~

Village of Roscommon

VILLAGE MANAGER MEMORANDUM

TO: PRESIDENT FISHEL AND THE VILLAGE COUNCIL
FROM: JOHN ROSCZYK, VILLAGE MANAGER
SUBJECT: INTERVIEWING COMMITTEE FOR NEW VILLAGE MANAGER
DATE: 3-12-2018

I am recommending an interview/screening committee of the following people:

Council Pro Tem: Marc McKee
Councilman: Brian Ludwig
Councilwoman: Heather Roemer
DDA Member: Mike Walker

A motion is requested to appoint the above people to the interview/screening committee for the new Village Manager.

A roll call vote is not necessary.



VILLAGE MANAGER MEMORANDUM

TO: PRESIDENT FISHEL AND THE VILLAGE COUNCIL
FROM: JOHN ROSCZYK, VILLAGE MANAGER
SUBJECT: VILLAGE MANAGER JOB SUMMARY CHANGES
DATE: 3-12-2018

Earlier in this meeting, the Council had a work session to review the manager's job description, which is attached. I have provided this as an action item so that Council may make any needed changes at this time. Also, I am providing a copy of a letter that I just received from our attorney which provides guidance on your ability to make changes to the job description as currently written. At this time, I have no recommendations as to changes.

Additionally, I am including a memo from Councilman Scow to President Fishel which certainly sets forth questions which you as a Council will wish to address, both in the work session and, perhaps, as an action item.

I trust this information will be helpful to you.

Though I have no recommendations for changes at this time, Council may wish to make a motion to request a change.

A roll call vote is not necessary.

**VILLAGE OF ROSCOMMON
JOB SUMMARY**

TITLE:	Village Manager	JOB CODE:	<u> </u>
	DDA Liaison	OSHA CATEGORY:	<u> </u>
REPORTS TO:	Village Council	FLSA:	<u> </u>
APPROVED:	<u> </u>	PAY GRADE:	<u> </u>
		DATE APPROVED:	<u> </u>

This description is intended to describe the general nature and level of work being performed by people assigned to this classification. This is not intended to be construed as an exhaustive list of all responsibilities, duties and skills required of personnel so classified. Further, this description is not intended to limit or in any way modify the right of any supervisor to assign, direct and control the work of employees under his/her supervision. The position must demonstrate competencies for the following use group:

Job Summary:

The Village Manager is the Chief Administrative Officer and is responsible for the efficient administration of all affairs, supervision over all departments and public property as established in Ordinance No. 63, and shall act as the Downtown Development Authority (DDA) Liaison.

MINIMUM LEVEL OF EDUCATION REQUIRED:

Bachelor's degree in Public Administration or related field such as Business Administration, Political Science, or Urban Planning/Management.

A minimum of two years direct experience in management is required. Must be able to read, write legibly, speak English clearly, and be computer literate in word processing and spreadsheet programs. Grant writing experience is desired.

INTERPERSONAL SKILLS:

Advanced level of interpersonal skills is required in order to provide in depth employee relations, negotiate agreements on behalf of the organization and represent the Village and the DDA positively in every encounter. Able to articulate and demonstrate commitment to the Philosophy, Values and Mission of the Village of Roscommon.

DECISION MAKING AND IMPACT:

Work is performed in accordance with identified expectations and annual goals. Decisions are based on professional standards, policies, federal/state law, or regulatory agencies. Decisions influence the operations of the Village and the DDA as a whole.

ANALITICAL ABILITY:

Significant analytical ability is required by the job, typically involving the application of multiple policies, conceptual data, and the necessity to consider intangible elements. Preparing and analyzing financial reports, contracts, proposals, laws, are examples. Dealing with complex psychosocial problems or solving difficult administrative problems are routine tasks.

LEVEL OF CONCENTRATION AND PHYSICAL EFFORT:

Job requires the ability to pay close attention to detail and concentrate.

Must be able to balance, bend, climb, crawl, crouch, kneel, reach, sitting, squat, stand, twist and walk 100% of the time. Must be able to hear speech, distinguish sounds and speak. Must have near vision, far vision, depth perception and be able to distinguish colors. Must be able to lift objects weighing 20 to 50 pounds.

WELFARE OF OTHERS:

Maintain safe working environment for self, other employees, visitors and in accordance with applicable standards and procedures relevant to the position's job duties.

RESPONSIBILITY FOR MATERIALS AND EQUIPMENT:

Responsible for large quantities of supplies and equipment.

WORK OF OTHERS:

Responsible for assigning, supervising, instructing, and evaluating the work of others.

WORKING CONDITIONS:

Occasionally exposed to all weather conditions.

Must be able to work while being exposed to infectious disease, dust, noise, fumes/vapors, sharp instruments/tools, hazardous liquids and operating machinery.

POSITION ACCOUNTABILITIES

(Specific to Job Title)

1. Prepares report for and attends all meetings of the Village Council. Attends meetings of local and state organizations to further the interests of the organization. Prepares documents and accurate records.
2. Develops, implements, and evaluates personnel management policies and procedures including salary administration program. Interviews, hires, and fires according to policies and federal/state laws. Performs annual performance appraisals of all employees before budget preparation/proposal and makes recommendations.
3. Supervises all departments as specified in ordinance including accounting; budgeting, purchasing, and related management functions of the Village Clerk and Village Treasurer.
4. Prepare and administer the budget. Presents quarterly progress reports to the Council.
5. Act as the purchasing agent for the Village. Seeks bids, quotes, and provides analysis for Council decision making. Seeks methods to reduce cost.
6. Prepares and maintains policy and procedure manual defining the duties and functions of the officers and Departments of the Village, including procedures on daily operational issues.
7. Investigates all complaints concerning the Village and examines all documents related to Village property or activities.
8. Writes grants for Village benefit, administers all grant programs.
9. Prepares an annual strategic plan, and presents to the Village Council for approval in conjunction with annual budget.
10. Conducts Planning and Zoning meetings at least quarterly.
11. Accountable for Village of Roscommon's compliance with all state and federal regulations Including operations at water and wastewater treatment plan.
12. Act as liaison for DDA Board and Village Council. This includes reporting to each entity and promoting two way communications between boards. It includes working with both entities for the greater good of the community.

13. Actively pursue grants for infrastructure and economic development and redevelopment. This would include the grant writing and administration of the grants.
14. Participate and provide leadership with the DDA, Chamber of Commerce and EDC or any other agencies or organizations interested in economic growth in the Village and greater area. This would include attending meetings and sharing of information and actively participating in the endeavors that affect the Village.
15. Coordinate efforts, resources & planning between the DDA, Village Council and other related organizations such as the Roscommon Metropolitan Recreation Authority (RMRA). Considering the limited resources we have in the community, it is important to eliminate the duplication of effort and to promote a good working relationship and harmony between all groups.
16. Be visible in the community. This would include participating in community events whenever possible.
17. Downtown growth and economic development: The DDA Liaison should work with all agencies and individuals interested in attracting businesses to the community and promote economic growth. This is a coordinated effort promoting a good working relationship with all entities.
18. Assist the DDA Board in the long term strategic plans and annual budget for the downtown ensuring that they are consistent and work within the same for the overall Village.
19. The DDA Liaison should have education and/or experience in one or more of the following areas architecture, historic preservation, economics, finance, public relations, design, journalism, planning, business administration, public administration, retailing, volunteer or nonprofit administration and/or small business development. The program manager must be sensitive to design and preservation issues. The manager must understand the issues confronting downtown business people, property owners, public agencies and community organizations. The manager must be entrepreneurial, energetic, imaginative, well organized and capable of functioning effectively in an independent situation. Excellent verbal and written communication skills are essential.

YOUNG, GRAHAM & WENDLING, P.C.

Attorneys at Law
104 E. Forest Home Ave., P.O. Box 398
Bellaire, Michigan 49615
(231) 533-8635
Facsimile (231) 533-6225
www.upnorthlaw.com

Bryan E. Graham
Peter R. Wendling
Nicole E. Essad

Eugene W. Smith
James G. Young, *Of Counsel*

M E M O R A N D U M

TO: John Rosczyk, Manager
Village of Roscommon

VIA EMAIL

FROM: Bryan E. Graham

BEG

DATE: March 9, 2018

SUBJECT: Village manager job description

You have asked me to address whether the Village Council can legally change the job description for the village manager position shortly before hiring a new village manager. It is my understanding that a previous Village Council approved a job description with specified education requirements. The specific question you have raised is whether the current Council can reduce or eliminate these education requirements after the job opening has been posted.

As you know, MCL 65.8 authorizes the village to engage a village manager. This statute does not specify any qualification requirements for a village manager. It does, however, authorize an ordinance transferring various functions to the village manager. The village has in fact adopted such an ordinance. This ordinance specifies various duties for the village manager. Obviously, any job description developed by the Village Council must not conflict with the duties specified in the ordinance.

Concerning the qualifications of the village manager, the ordinance states in Section 2, "The Manager shall be selected solely on the basis of administrative and executive abilities with special reference to training and experience." This provision does not specify any education requirements.

Therefore, based on the above, it is my opinion that the village does have the legal right to change the job description for the village manager position to reflect the desires of the current Village Council concerning the qualifications required for the new village manager. This change can be made now, even though the job posting has been completed.

If you have further questions concerning this matter, please let me know.

BEG

Mr. Fishel -

When can the Council expect to know what procedure will be used to select the new manager?

Who will be on the selection committee?

What criteria will be used to screen and select the new manager?

How will applications be screened and by whom?

What is the timeline for interviews and selections?

Who will be responsible for checking references?

The time is very short. The Village needs your leadership on this important matter.

Dan Scow