



*~ Working For a Brighter Future ~*  
**Village of Roscommon**

*702 Lake Street • P.O. Box 236 • Roscommon, Michigan 48653*

*Telephone (989) 275-5743 • Fax (989) 275-5998*

*www.roscommonvillage.com*

**Regular Meeting Agenda**

**November 5, 2018 – 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 October 15<sup>th</sup>, Regular Council Meeting
  - Approval of minutes of the October 22<sup>nd</sup>, DDA Board Meeting
  - Approval of DPW Director's Report
  - Approve the Bills to be paid
  - Accept the Sheriff's Report for October 2018
  - Accept the Building & Zoning Report for October 2018
3. Approval of Regular Agenda Miller
4. Manager's Report Alden
5. ICE Project Update Cherven
6. Public Acknowledgement on Agenda Items (Two minutes per speaker)
7. Unfinished Business
  - Manager's Evaluation Criteria Alden
  - Hull Building Center Alden
  - Hiawatha 1113 Lake St. Alden
  - Lot #30 Industrial Park Alden
8. New Business
  - Employee Insurance Choice Alden
  - Iron Belle Trail Update Alden
  - Budget Amendment/Adjustment Dodge
9. Discussion Items
10. Public Acknowledgement (Two minutes per speaker)
11. Council Comments
12. Items for the Next Agenda
13. Adjournment

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**ROSCOMMON, MICHIGAN • INC. 1885**

VILLAGE OF ROSCOMMON  
Minutes of the October 15, 2018  
Regular Council Meeting

President Miller called the meeting to order at 7:00 PM. Members of the Council present: Mike Miller, Jan Deloge, Dan Scow, Brian Ludwig, Marc McKee, Heather Roemer and Maureen Ruddy. Others present: Manager Ron Alden, Clerk Dawn Dodge, Sue Jock, Anna Sylvester, Krista Tacey-Cater, Mark Walling, Cari Talarico and Dan Fishel. The Pledge of Allegiance was recited and an Invocation given by President Miller.

CONSENT AGENDA

Manager Alden added approval of the September 26 special meeting minutes to the consent agenda.

Moved by Ludwig, seconded by McKee, to approve the consent agenda with the addition of the September 26 meeting minutes, including bills to be paid in the amount of \$15,027.70. Ayes: Ruddy, Roemer, McKee, Ludwig, Scow, Deloge and Miller. Nays: None. The motion carried.

REGULAR AGENDA

Manager Alden tabled the Industrial Park purchase agreement.

Moved by McKee, seconded by Ludwig, to approve the regular agenda with the deletion of the Industrial Park Purchase Agreement. All in favor. Hearing no objections, the motion carried.

MANAGER'S REPORT

Manager Alden gave the Manager's report.

ICE PROJECT UPDATE

Ben Kladder from Fleis and Vandenbrink gave an update.

PUBLIC COMMENT ON REGULAR AGENDA ITEMS

Comments heard from Dan Fishel.

UNFINISHED BUSINESS

**-Manager's Evaluation Criteria**

In the agenda packet for review.

**-Contractor's Application for Payment**

Moved by Ludwig, seconded by Deloge, to pay the contractor's application for payment from Elmer's in the amount of \$206,434.10. Ayes: Ludwig, Ruddy, Scow, McKee, Miller, Roemer and Deloge. Nays: None. The motion carried.

**-Village Beautification Project**

Manager Alden gave an update on the Village's flowers.

#### NEW BUSINESS

##### **-Approval of Ordinance #77 Cemetery**

Moved by Scow, seconded by Deloge, to clarify section 8-A of the Cemetery Ordinance. Ayes: Ruddy, Miller, Scow, Roemer, Ludwig, McKee and Deloge. Nays: None. The motion carried.

##### **-RMRA**

Sue Jock explained the needs of a Park and Recreation Committee.

##### **-Consumer's Energy Company Contract**

Moved by Ludwig, seconded by Scow, to accept the Resolution from Consumer's Energy as written. Ayes: McKee, Ludwig, Roemer, Miller, Scow, Deloge and Ruddy. Nays: None. The motion carried.

##### **-Burdco - Amended Exhibit A**

Moved by Scow, seconded by Roemer, to accept the amended real estate property option as presented. Ayes: Deloge, Ludwig, Miller, Ruddy, McKee, Roemer and Scow. Nays: None. The motion carried.

##### **-Budget Amendment/Adjustment**

Moved by Scow, seconded by Ludwig, to accept the budget amendments and adjustments as presented. Ayes: Scow, Ruddy, Deloge, McKee, Ludwig, Miller and Roemer. Nays: None. The motion carried.

#### Discussion Items

##### **-Insurance Options**

Discussion held.

#### PUBLIC ACKNOWLEDGEMENT

Comments heard from Dan Fishel.

#### COUNCIL COMMENTS

Comments heard from Alden, Deloge and Scow.

#### ITEMS FOR THE NEXT AGENDA

Insurance, Manager's criteria, Hull decision, Industrial Park purchase, Parks and Authority.

ADJOURNMENT

Moved by Roemer, seconded by Scow, to adjourn the meeting at 8:11 PM. All in favor.  
Hearing no objections, the motion carried.

Mike Miller  
Village President

Dawn M. Dodge  
Village Clerk

**ROSCOMMON DOWNTOWN DEVELOPMENT AUTHORITY**  
**BOARD MINUTES**  
**October 22, 2018**

**Members Present:** Tammy Schwalm, Tom O'Brien, Doug Hodges, Jim Anderson – via skype, Mike Walker, Roy Spangler, Andrea Weiss, Phil Weiler, Cecilia Scow

**Excused:** Sue Jock, Ron Alden

**Absent:** Tim Legg, Lonnie Wilkerson

**Others Present:** Diane Love-Suvada, Mark Walling

Motion by Andrea Wiess with support from Cecilia Scow to accept the Secretary's report. All in favor, motion carried. Motion by Tammy Schwalm Second by Roy Spangler to approve the Treasurer's report with one addition in the amount of \$146.21 for the relocation of the murals. All in favor, motion carried.

(Thru 10/19/18)	Treasurer's report	
Cash on Hand		\$271,534.65
Deposit –Higgins Twp		\$1,000.00
Interest 9/30/18		\$21.97
		\$272,556.62
Bills Approved Prior Month		
Ck #1044 Jeremy McKee		\$5,000.00
Ck #1045 HLRCC		\$800.00
Bills for Approval		
Ck #1046 Marcie Dankert		\$233.50
Ck #1047 CRAF Center		\$14,250.00
Ck #1048 VIP Marketing (Domain Hosting)		\$132.35
Ck #1049 Mark Walling		\$1,060.00
	Ending Balance	\$251,080.77

**CORRESPONDENCE & PUBLIC COMMENT** – Kelly Anis is not continuing his membership with the MDA.

**COMMITTEE REPORTS**

**Managers Report** - RRC Townhall meeting scheduled for Wed October 24<sup>th</sup> has been cancelled. The last dumpster was picked up, the process was helpful in reducing the blight. Cameras will be installed at Wallace park in a couple weeks. A purchase agreement for property in the industrial park will be closing soon. Grants have been applied for to purchase a defibrillator that can be placed in the entranceway of Village Hall for anyone to use. Hiawatha site was inspected it didn't come up with any deal breaking issues. Village attorney is reviewing the documents and this should be wrapping up soon. The Snowmobile Trails Club meeting was attended to discuss making Roscommon snowmobile friendly, suggestions include new signage and working with DNR. Ron Alden attended a joint township meeting regarding a sewer system around Higgins Lake. A vacuum truck will be a 2019 purchase.

**Facade Grant** - CRAF Center sidewalks are completed. Two Rare designs is working on their store front.

**Sidewalks and Streetscapes** – Motion by Phil Weiler to purchase 40 large pots/hangers/flowers for a total of \$5,248.40, with the support from the Village for the change. Second by Doug Hodges. All in favor, motion passed.

**Website** – The bill from VIP marketing for the domain for the website needs to be paid and we will continue with our website until new Village site is up and running and we can be added to that site.

**Sawmill** – Diane Love-Suvada provided a report on the past month's activities and up-coming events. One client Shay's Play Place is currently looking for a property closer to town if anyone knows of something let Diane know. There were four business consultations last month. Springboard Summit Pitch Night will be November 8<sup>th</sup> at 5:30. Youth Maker Market is scheduled for December 1, 2018.

**Farm market**- Closed for the season.

**Economic Development Coordinator** – Mark provided a report and a update on the work that was done in October.

### **OLD BUSINESS**

**Lighthouse walkway/bridge** - Pavement is done.

**Iron Bell Trail** – Townhall meeting coming up in St. Helen.

**Mural relocation** – Completed.

**Exit #239 & #244 signage** – Ron Alden has been in contact with the Road Commission, MDOT has a say in the placement of signs. Roy Spangler would like to see a 4 X 8 sign.

**Train Club Support** – Sue Jock was checking into insurance policy options.

**Hiawatha Canoe Livery** – The Village made a purchase offer. If the purchases goes through the plan is to winterize the building for the winter but make it accessible to contractors for any improvements to be made.

**Billboard renew contract** – Motion by Andrea Weiss to contact Wolf and see if they will do a one-month extension and then remove and save the skin. Support by Roy Spangler. All in favor, motion passed. We will revisit as a budget item for next year along with looking for grant funds to help pay for the cost again.

### **NEW BUSINESS**

**Village resident board member replacement** – Paige Haines and Kevin Wagner are interested in being on the board and both were invited to attend our meeting. The final decision is an appointment by the CEO, Ron Alden.

Roy Spangler commented that with the Tee Pee closing a market study for a motel in Roscommon should be considered. Mark Walling has the name of a possible contact with hotel market study connections.

### **Future projects**

Exit #239 & #244 signage

Light pole painting

Hanging flower baskets

**LIAISON REPORTS** – Chamber next event is Winterfest. Christmas in the Village Dec. 2<sup>nd</sup> not a Chamber Event.

**Meeting Adjourned at 9:20.** Motion by Mike Walker with support by Andrea Weiss. All in favor.

**VILLAGE OF ROSCOMMON**  
**Ordinance No. \_\_\_\_ of 2018**

**AN ORDINANCE TO AMEND THE VILLAGE OF ROSCOMMON ZONING  
ORDINANCE TO REZONE PROPERTY**

THE VILLAGE OF ROSCOMMON ORDAINS:

**Section 1. Rezoning of Property.**

The zoning map incorporated into Section 2 of the Village of Roscommon Zoning Ordinance is hereby amended to rezone the following property situated in the Village of Roscommon, County of Roscommon, State of Michigan and described as:

Lot 50, Assessor's Plat of the Wyckoff Addition to the Village of Roscommon.  
(Parcel No. 055-825-050-0000)

Lot 52, Assessor's Plat of the Wyckoff Addition to the Village of Roscommon.  
(Parcel No. 055-825-052-0000)

The Southerly 65 feet of Lot 51, Assessor's Plat of the Wyckoff Addition to the Village of Roscommon. (Parcel No. 055-825-051-1000)

Lots 15, 16, 17, 18, 19, 23, 24 and the N ½ of Lots 20,21, and 22 and the Private Drive located between Lots 15, 16, 17, 18, and 19 on the North side and Lot 23 and the N ½ of Lots 20, 21, and 22 on the South side, all in the Assessor's Plat of the Wyckoff Addition to the Village of Roscommon. (Parcel No. 055-825-015-0000)

from the Residential 1 District to the Mixed Development District.

**Section 2. Effective Date.**

This Ordinance shall become effective eight (8) days after being published in a newspaper of general circulation within the Village.

Ordinance No. \_\_\_\_\_ was adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, by the Roscommon Village Council as follows:

Motion by: \_\_\_\_\_  
Seconded by: \_\_\_\_\_  
Yeas: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_

\_\_\_\_\_  
Dawn Dodge, 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 \_\_\_\_\_, 2018 and published in the \_\_\_\_\_ on \_\_\_\_\_, 2018.

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

\_\_\_\_\_  
Dawn Dodge, Clerk



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BUY AND SELL AGREEMENT  
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Selling Office: Coldwell Banker SCHMIDT Realtors

Listing Office: Coldwell Banker SCHMIDT Realtors

Selling REALTOR®: Bonnie Odell

Listing REALTOR®: Bonnie Odell

Selling REALTOR® Email: bonnie.odell@cbgreatlakes.com

Listing REALTOR® Email: bonnie.odell@cbgreatlakes.com

Selling REALTOR®'s Phone: 989-821-6348

Listing REALTOR®'s Phone: 989-821-6348

Date: 11/05/2018 at      ☐ AM ☐ PM

1. **BUYER:** The undersigned Buyer(s) Village of Roscommon, a Michigan general law village. (Buyer's  
Legal Name) agrees to purchase the following described Real Property situated in the Township of Higgins  
County of Roscommon and State of Michigan.

MLS # 201801701

Tax No.: 005-105-007-0160, 055-759-002-0000, 055-105-010-0040, 005-105-007-0180, 005-105-021-0040

Legal Description:

See attached addendum for legal description

Property Address: 1113 Lake Street, Roscommon, MI 48653

The Property is owned by: Brian Quinlan

2. **PRICE:** The purchase price shall be \$ 150,000.00

3. **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      below:

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

☐ B. CASH TO NEW MORTGAGE: Payment of the full purchase price, contingent upon Buyer's ability to obtain at Buyer's own expense a      mortgage loan in the amount of %      of Purchase Price. Buyer 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 Buyer within five (5) business days of the Effective Date of this Agreement.

☐ C. OWNER FINANCING: (check one of the following): ☐ Land Contract or ☐ Purchase Money Mortgage  
In the case of seller financing, Buyer agrees to provide Seller with a credit report within 72 hours after the Effective Date. If the credit report is unacceptable to the Seller, the Seller shall have the right to terminate this offer within 48 hours of Seller's receipt, or if Buyer fails to provide said credit report to Seller within the time frame allotted, the Seller shall have the right to terminate this offer within 48 hours. Seller is advised to seek professional advice regarding the credit report

     upon execution and delivery of a       
form (name or type of form and revision date), a copy of which is attached, wherein the balance of \$       
will be payable in monthly installments of \$      or more including interest at      %  
per annum, interest to start on date of closing, and first payment to become due thirty (30) days after date of closing. The entire  
unpaid balance will become due and payable      months after closing. Any appraisal required by Buyer shall be  
arranged and paid for by Buyer within (10) days after the Effective Date of this Agreement. Exceptions:

☐ D. OTHER     

Buyer's Initials   Seller's Initials



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4. **CLOSING:** This sale is to be closed on or before 11/30/2018 unless otherwise agreed to in writing. The closing may be conducted by a title company or other escrow agent. Title company closing fee to be paid by ☐ Buyer ☐ Seller ☒ Buyer/Seller 50/50 ☐ Other: \_\_\_\_\_

5. **OIL, GAS, and MINERAL RIGHTS:** if any, are included unless previously severed by former owner.

6. **FIXTURES & IMPROVEMENTS:** Sale to include all buildings, improvements, carpeting, screens, storm sash and doors, shrubbery, built-in kitchen appliances, TV antenna, plumbing and lighting fixtures, water softener (unless rented), fences, mailbox and garage door openers (including transmitters), heating and air conditioning equipment, if any, now on the property. Additions: Refrigerator ☐ Oven/Range ☒ Window Treatments ☒ Dishwasher ☐ Microwave ☐ Washer ☒ Dryer ☒ Other: \_\_\_\_\_

7. **CONTINGENCIES:** The Buyer's obligation to consummate this transaction (check one):

☒ **IS NOT CONTINGENT** – is not contingent upon the sale or exchange of any other property by Buyer.

☐ **IS CONTINGENT UPON CLOSING** – is contingent upon closing of a sale or exchange of Buyer's property located at: \_\_\_\_\_ on or before \_\_\_\_\_.

8. **PRORATIONS:** Rents, insurance, homeowner's association fees, condominium owner's association fees, road maintenance fees, fuel, sewer and water bills as well as other liens assumed or to be paid by the Buyer shall be prorated as of the date of closing. "Current Taxes" shall be prorated as of the date of closing in the following manner: winter taxes, 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 Buyer with the balance of the year. Summer 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 Buyer with the portion from the date of closing to the next June 30. Roscommon Village taxes to be prorated on a calendar year. If property is located outside of Roscommon County prorations shall be per local custom.

9. **ASSESSMENTS:** Unless otherwise specified herein, all special assessments and/or sewer, riser and benefit charges which are a lien at the date of this closing shall be paid by the Seller.

10. **POSSESSION:** Seller shall deliver and Buyer shall accept possession of the property at or 0 days after closing. From the date of closing through vacating the Property, Seller shall pay the sum of \$ 0 per day as an occupancy charge. The Title Company shall retain from the amount due Seller at closing the sum of \$ \_\_\_\_\_ as a deposit against these charges, paying to the Buyer the amount due and returning to the Seller the balance as determined by the date Property is vacated and keys surrendered to Buyer. If possession is given prior to noon, that day is not considered a day of occupancy.

11. **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 Buyer 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 Buyer, this Agreement shall be void, and the Parties shall have no further duty to one another. If Buyer 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 Buyer.

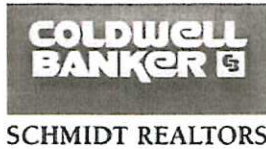
12. **SELLER'S DISCLOSURE:**

☒ Buyer acknowledges that a Seller's Disclosure Statement has been provided to Buyer.

☐ Seller shall provide Buyer with a Seller's Disclosure Statement with Seller's acceptance of this offer. Pursuant to the Seller Disclosure Act, MCL 559.951, et seq., Buyer will have 72 hours after hand-delivery of the disclosure statement (or 120 hours after delivery by registered mail) to terminate this Agreement by delivery of a written notice to Seller or Seller's agent.

13. **RELEASE:** Buyer and Seller acknowledge that neither Listing Broker nor Selling Broker, nor their respective agents, have made any representations concerning the condition of the property covered by this Agreement or the marketability of title, and Buyer and Seller release the Listing Broker and Selling Broker and their respective agents, with respect to all claims arising out of or related to this Agreement, any addendums or counteroffers; all claims arising from any purported representations as to the physical and environmental condition of the property covered by this Agreement or the marketability of title; and all claims arising from any

Buyer's Initials   Seller's Initials



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special assessments and/or utility bills which have been or may in the future be charged against the property covered by this Agreement and, in addition, agree to indemnify and hold harmless the Listing Broker and Selling Broker and their respective agents from any and all claims related to those matters. This paragraph shall survive a closing.

**14. EARNEST MONEY DEPOSIT:** Buyer deposits \$0 to be held by \_\_\_\_\_ ("Escrowee") evidencing Buyer's good faith, which deposit shall be applied to the purchase price at closing. A standard ALTA owner's policy of title insurance in the amount of the purchase price shall be furnished to Buyer at Seller's expense and a commitment to issue a policy insuring marketable title vested in Buyer, including a real estate tax status report, shall be made available for Buyer's inspection prior to closing.

If this offer is not accepted or title is not marketable, or insurable or if the terms of purchase are contingent upon ability to obtain a new mortgage or any other contingencies as specified, which cannot be met, this deposit shall be refunded to Buyer. In the event the Buyer and Seller both claim the earnest money deposit, the earnest money deposit shall remain in Escrowee's trust account until a court action has determined to whom the deposit must be paid, or until the Buyer and Seller have agreed in writing to the disposition of the deposit. (This paragraph may be subject to the dispute resolution provisions in paragraph 26 below.)

**15. COMPLIANCE:** The parties will be held to strict compliance with the time limitations contained in this Agreement. If Buyer refuses to perform its obligations under this Agreement, the Deposit shall be forfeited and may be applied by the Seller to payment for 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 Buyer. If Seller defaults, the Deposit shall be returned to the Buyer and Buyer may pursue such legal or equitable remedies as Buyer may have against the Seller.

**16. LIMITATION:** Buyer and Seller agree that any and all claims or lawsuits which they may have against the Listing Broker and its agents and/or Selling Broker and its agents relating to their services must be filed no more than six (6) months after the date of closing of the transaction described in this Agreement. Buyer and Seller waive any statute of limitations to the contrary. This paragraph shall survive a closing.

**17. PROPERTY INSPECTIONS:** Buyer has personally inspected the property and accepts it in AS IS present condition and agrees that there are no additional written or oral understandings except as otherwise provided in this Agreement.

- ☒ This offer is contingent upon satisfactory inspections of the property, at Buyer's choice and at Buyer's expense, no later than 10 days after the effective date of this Agreement. These inspections may include, but may not be limited to, structural and/or mechanical inspections, surveys and site investigation, soil borings, as well as inspections for radon, pests, mold and/or asbestos. Buyer agrees to return the property to its prior condition after any inspections or tests. If Buyer is not satisfied with the results of any inspection, upon written notice from Buyer to Seller within this period, this Agreement shall terminate and any deposit shall be refunded to Buyer. In the event the Buyer neither removes the contingencies nor terminates this Agreement in the time provided, the Buyer shall be deemed to have waived this contingency. Any request by Buyer in writing to modify this Agreement based on the results of an inspection shall terminate this Agreement unless: (a) the request is agreed to by Seller in writing, or (b) the Buyer removes the inspection contingency in writing within the time for inspections. Seller agrees to have utilities and mechanicals on for inspection and closing.

- ☐ Buyer acknowledges that Selling Broker/REALTOR® 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.

**18. LEAD BASED PAINT DISCLOSURE:** If subject home was built prior to 1978, Buyer acknowledges that prior to signing this Buy and Sale Agreement, Buyer has received and reviewed a copy of the Lead-Based Paint Disclosure Form.

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

**20. 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. This paragraph shall survive a closing.

**21. MULTIPLE LISTING SERVICE:** If Broker is a participant of a Board Multiple Listing Service ("MLS"); Broker is required to

Buyer's Initials   Seller's Initials



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report the sale, its price and terms for the use of authorized Board Members, MLS participants and subscribers.

**22. AGENCY CONFIRMATION:** Buyer 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 ☐

**23. 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

**24. ADDITIONAL CONDITIONS:**

Property is being purchased by "Village of Roscommon, a Michigan general law village.

**25. EFFECTIVE DATE:** The term "Effective Date" shall mean the date and time at which both Buyer and Seller have signed this Agreement and agreed upon its terms.

**26. DISPUTE RESOLUTION:** If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to use non-binding mediation to negotiate a resolution before litigating or arbitrating the dispute. They are required to utilize the services of the Conflict Resolution Services or another mutually acceptable neutral mediator to bring them together in at least one mediation session.

**27. ELECTRONIC COMMUNICATION:** As an alternative to physical delivery, the parties agree that this Agreement, any amendment or modification of this Agreement and/or any written notice or communication in connection with this Agreement may be delivered to the Seller in care of the Listing REALTOR® and the Buyer in care of the Selling REALTOR® via electronic mail or by facsimile via the contact information set forth above. Any such communication shall be deemed delivered at the time it is sent or transmitted. Seller represents and warrants that an electronic email address has been provided to listing REALTOR® from which Seller may receive electronic mail. Buyer represents and warrants that an electronic email address has been provided to Selling REALTOR® from which Buyer may receive electronic mail. The parties agree that the electronic signatures and initials shall be deemed to be valid and binding upon the parties as if the original signatures or initials were present in the documents in the handwriting of each party.

**28. ACKNOWLEDGEMENT:** Buyer acknowledges receipt of a copy of this Agreement. Buyer and Seller agree that this is the entire agreement between the parties and that there are no other written or oral understandings. Buyer and Seller further agree that this Agreement supersedes any and all prior agreements, understandings, or representations made by the parties or their agents.

**29. COUNTERPARTS:** This Agreement may be signed in any number of counterparts with the same effect as if the signature of each counterpart were upon the same instrument.

**30. HEIRS, SUCCESSORS AND ASSIGNS:** This Agreement binds Seller, Seller's personal representatives and heirs, and anyone succeeding to Seller's interest in the property. Buyer shall not assign this Agreement without Seller's prior written permission.

**31. THIS OFFER WILL EXPIRE ON** 11/08, 2018 at 5:00 ☐ AM ☒ PM, or upon Seller's receipt of revocation from Buyer, whichever is earlier.

This is a legal document. It is recommended to the Buyer that an attorney be retained to pass upon the marketability of the title to the property involved and to confirm that the terms of this Agreement are met.

DEPOSIT ACKNOWLEDGED BY: \_\_\_\_\_ Agent / REALTOR®

**32. RECEIPT IS ACKNOWLEDGED BY BUYER of a copy of this Agreement.**

Buyer's Initials   Seller's Initials



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Buyer(s):

Print Name

Print Name

Buyer(s) Address:

Buyer(s) Contact Numbers:

33. SELLER'S ACCEPTANCE: The above offer is hereby accepted: ☐ As Written ☐ As Written Except:

Counteroffer, if any, expires \_\_\_\_\_, at \_\_\_\_\_ (time). Seller has the right to withdraw this counter offer and to accept other offers until Seller or Seller's Agent has received notice of Buyer's acceptance.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ ☐ AM ☐ PM

Seller(s):

Print Name

Print Name

34. ACCEPTANCE OF COUNTEROFFER: If Seller's acceptance constitutes a counteroffer; Buyer hereby accepts the terms of that counteroffer as set forth in paragraph 33. ☐ As written, or ☐ See attached addendum. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ ☐ AM ☐ PM.

Buyer:

Buyer:

Buyer's Initials

Seller's Initials

**VILLAGE OF ROSCOMMON**  
**Ordinance No. \_\_\_\_\_ of 2018**

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 quit claim deed on behalf of the Village of Roscommon conveying the following described Village property to The Revocable Trust of Wilbert Richard Wiegand, II, dated June 27, 2016, for the consideration of \$3,500.00, 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:

*Lot 30, Plat of Roscommon Area Industrial Park, as recorded in Liber 7 of Plats, Page 36, Roscommon County Records, RESERVING UNTO SELLER a right-of-way and utility easement over the easterly 15 feet and the northerly 15 feet thereof for the purposes of locating, constructing, installing, repairing, enlarging, maintaining and extending a public utility, together with the full right and authority on the part of the Village of Roscommon, its successors, licensees, assigns, agents and employees to enter at all times upon said premises for the purpose of locating, constructing, installing, repairing, enlarging, maintaining and extending said utility and facilities, AND SUBJECT TO the Declarations of Covenants, Conditions and Restrictions, Village of Roscommon Industrial Park, Roscommon, Michigan, recorded at Liber 831, Page 359, Roscommon County Records.*

**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 \_\_\_\_\_, 2018, by the Roscommon Village Council as follows:

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

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

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

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

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

\_\_\_\_\_  
Dawn M. Dodge, 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 \_\_\_\_\_, 2018 and published in the \_\_\_\_\_ on \_\_\_\_\_, 2018.

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

\_\_\_\_\_  
Dawn M. Dodge, Clerk



Wilbert Richard Wiegand II  
P.O. Box 291  
Kansasville, WI 53139-0291

### **Purchase of Additional Lot(s) Agreement**

This "Agreement" is entered on November 1, 2018 by and between the Village of Roscommon (Seller), a Michigan general law village, whose address is 702 Lake St., Roscommon, Mi 48653, and The Revocable Trust of Wilbert Richard Wiegand II (Purchaser), whose address is P.O. Box 29, Kansasville, WI 53139-0291. The Seller and Purchaser hereby agrees to the terms stated below:

That annually Wilbert Richard Wiegand II during the month of June, will notify the Village of Roscommon regarding his plans on purchasing Lots 29, 28, 27 & 26. This agreement is good for the period of three years, (2019, 2020, & 2021). The village agrees to not sell Lots 26, 27, 28 & 29 without contacting Wilbert Richard Wiegand to discuss his intentions on purchasing these lots.

Roscommon Village Manager \_\_\_\_\_ Date \_\_\_\_\_

Purchaser; Wilbert Richard Wiegand II \_\_\_\_\_ Date \_\_\_\_\_

# VILLAGE OF ROSCOMMON



Presented by:  
David Bommarito  
The Benefits Group

October 2, 2018

Effective Date	Tax Rate:	Plan Options	Current	Renewal	BCBS	BCBS	BCBS H.S.A.	DENTAL	GAP	
1/1/2019	0.00%	Plan Type Deductible Coinsurance UC/ER Copay Office Copay	BCBSM H.S.A.-PPO 1350/ 2700 A 20% 2350/ 4700 A ded/coins ded/10/40/80/15%	BCBSM H.S.A.-PPO 1350/ 2700 A 20% 2350/ 4700 A ded/coins ded/10/40/80/15%	Gold \$1500 PPO 1500/ 3000 20%-1000 6600/ 13200 \$60/150 \$15/50/50%/20%	Gold \$2000 PPO 2000/ 4000 20% 7350/ 14700 \$60/150 \$15/50/50%/20%	Silver \$2700 PPO H.S.A. 2700/5400 20% 5000/10000 Ded/20% D \$15/50/50%	ACA	\$500 deduct \$1000 IN pint \$500 OUT pint	
Single	100.00									
Double	-									
SP	-									
Family	-									
Cost W/O Tax	100.00									
Tax	-									
Total Cost	100.00									
EE No.	Name	Plan #:	1	2	3	4	5	6	7	Total w GAP
1	MICHAEL	F 56	1,381.47	1,406.53	1,464.13	1,331.91	1,196.28	-	-	1,585.79
2	LACEY	S 34	379.15	361.07	375.86	341.92	307.10	-	-	409.73
3	GARY	D 56	1,444.13	1,418.73	1,476.83	1,343.46	1,206.66	-	-	1,570.91
4	LANCE	F 37	1,376.41	1,434.50	1,493.24	1,358.39	1,220.07	-	-	1,567.04
5			-	-	-	-	-	-	-	-
6			-	-	-	-	-	-	-	-
7			-	-	-	-	-	-	-	-
8			-	-	-	-	-	-	-	-
9			-	-	-	-	-	-	-	-
10			-	-	-	-	-	-	-	-
11			-	-	-	-	-	-	-	-
12			-	-	-	-	-	-	-	-
13			-	-	-	-	-	-	-	-
14			-	-	-	-	-	-	-	-
15			-	-	-	-	-	-	-	-
16			-	-	-	-	-	-	-	-
17			-	-	-	-	-	-	-	-
18			-	-	-	-	-	-	-	-
19			-	-	-	-	-	-	-	-
20			-	-	-	-	-	-	-	-
21			-	-	-	-	-	-	-	-
22			-	-	-	-	-	-	-	-
23			-	-	-	-	-	-	-	-
24			-	-	-	-	-	-	-	-
25			-	-	-	-	-	-	-	-
26			-	-	-	-	-	-	-	-
27			-	-	-	-	-	-	-	-
28			-	-	-	-	-	-	-	-
29			-	-	-	-	-	-	-	-
30			-	-	-	-	-	-	-	-
31			-	-	-	-	-	-	-	-
32			-	-	-	-	-	-	-	-
33			-	-	-	-	-	-	-	-
34			-	-	-	-	-	-	-	-
35			-	-	-	-	-	-	-	-
36			-	-	-	-	-	-	-	-
37			-	-	-	-	-	-	-	-
38			-	-	-	-	-	-	-	-
39			-	-	-	-	-	-	-	-
40			-	-	-	-	-	-	-	-
Total by Plan:			4,581.15	4,620.83	4,810.06	4,375.68	3,930.11	-	-	5,133.47
Counts:			S 1	361.07	375.86	341.92	307.10	-	-	409.73
D 1			1,444.13	1,418.73	1,476.83	1,343.46	1,206.66	-	-	1,570.91
SP 0								-	-	
F 2			1,376.41	1,420.52	1,478.69	1,345.15	1,208.18	-	-	1,576.42
Totals:			4	4,620.83	4,810.06	4,375.68	3,930.11	-	-	5,133.47

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2025

AVERAGE PREMIUMS									
S	1	379.15	361.07	375.86	341.92	307.10	33.87	409.73	
D	1	1,444.13	1,418.73	1,476.83	1,343.46	1,206.66	94.08	1,570.91	
SP	0								
F	2	1,378.94	1,420.52	1,478.69	1,345.15	1,208.18	97.73	1,576.42	
Totals:		4	4,581.15	4,620.83	4,810.06	3,930.11	323.41	5,133.47	

NOTE: Rates can be different based on effective date, census, or due to rounding. Insurance companies do reserve the right to change rates and also a change in taxes may apply