

# UNAPPROVED MINUTES OF THE VILLAGE OF UNIONVILLE COUNCIL MEETING HELD ON JANUARY 19, 2026

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President Mattew Prime called the meeting to order at 7:00 pm followed by the Pledge of Allegiance.

**Council Present:** Mattew Prime, Dean Hartman, Greg Miracle, Tod Sting, Thomas Lenard, Chad Gaeth, and Brandt Gaeth.

**Council Absent:** None Absent.

**Others Present:** Clerk Lucille Keipinger, Treasurer Leila Rish, DPW David Yoder and Police Chief William Owens.

**Guests Present:** No Public Guests

## CLERKS REPORT:

**APPROVAL OF MINUTES:** *Motion by D Hartman seconded by T Sing approve the council minutes as printed for December 15, 2025. 7 Yeas. 0 Nays. 0 Absent. Motion carried.*

**AUTHORIZE PAYMENT OF BILLS:** *Motion by D Hartman seconded by T. Lenhard to pay the January 2026 accounts payable of \$19,902.86. 7 Yeas. 0 Nays. 0 Absent. Motion carried.*

**BUDGET ADJUSTMENTS:** Budget Adjustment Report presented to the Council for adjustment.

*Motion by T Lenhard, seconded by B Gaith, make adjustments as presented for January 2026 as costs. 7 Yeas. 0 Nays. 0 Absent. Motion carried.*

ACCOUNTS -January 2026			
BUDGET ADJUSTMENTS SEPTEMBER 2025	BGA		REASON
GENERAL	FROM	TO	DIFF
101-101-715.00	143.82	156.06	(12.24) FICA/MEDICARE
101-171-715.00	24.1	27.54	(3.44) FICA/MEDICARE
101-215-715.00	656.62	720.35	(63.73) FICA/MEDICARE
101-253-715.00	489.6	539.33	(49.73) FICA/MEDICARE
101-261-715.00	3709.29	(339.74)	339.74 TRANSFER FICA/MEDICARE BUDGET GL
101-261-807.00	200.00	203.88	(3.88) WEB SITE
101-261-930.00	930.00	1057.00	(127.00) REPAIR & MAINTENANCE
101-441-702.00	34382.00	35838.43	(1,456.43) DPW SALARIES MORE HOURS WORKED
101-441-715.00	2582.00	2792.60	(210.60) FICA/MEDICARE
101-750-920.00	5300.00	5311.62	(11.62) UTILITIES
MAJOR STREETS			
202-445-715.00	21.59	26.98	(5.39) FICA/MEDICARE
202-463-715.00	294.03	322.18	(28.15) FICA/MEDICARE
202-478-715.00	37.95	57.91	(19.96) FICA/MEDICARE
202-482-715.00	804.35	(65.01)	65.01 TRANSFER FICA/MEDICARE BUDGET GL
202-486-715.00	53.38	64.89	(11.51) FICA/MEDICARE
LOCAL STREETS			
203-445-715.00	41.90	48.82	(6.92) FICA/MEDICARE
203-463-715.00	354.37	380.99	(26.62) FICA/MEDICARE

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203-478-715.00	7.65	33.74	(26.09)	FICA/MEDICARE
203-482-715.00	856.70	(59.63)	59.63	TRANSFER FICA/MEDICARE BUDGET GL
<b>SEWER</b>				
590-536-703.00	8298.03	8853.31	(555.28)	SALARIES - CLERKS BS&A SET % WRONG
<b>WATER</b>				
591-536-815.00	575.00	656.00	(81.00)	DUES/SUBSCRIPTIONS/MEMBERSHIP
<b>EQUIPMENT</b>				
661-441-930.00	5515.15	6282.88	(767.73)	REPAIR & MAINTENANCE
		<b>TOTAL</b>	(3,002.94)	

\*ALL ADJUSTMENTS FROM FUND BALANCE UNLESS NOTED

**PREFORMANCE RESOLUTION FOR MUNIPALITIES 2026:** Resolution for Performance Annual Application and Permit for Miscellaneous Operations within State Highway right of way presented to the board. *Motion by T Sting seconded by C Gaeth to accept Resolution 7 Yeas. 0 Nays. 0 Absents. Motion carried.* **Resolution:** VOU080-2026 presented to the board Roll Call Matthew Prime Yea. Dean Hartman Yea. Thomas Lenhard Yea. Brandit Gaeth Yea. Greg Miracle Yea. Chad Gaeth Yea. Tod Sting Yea. 0 Nays. 0 Absents. Motion carried.

Resolution attached.

**DPW REPORT:** David Yoder spoke on the 2023 Case Backhoe Loader Utility Plus 575N EP 4WD, INA Store INC. delivered for DPW test drive. Council looked at the 2023 Backhoe Loader 575N EP over to replace the 1985 Case Backhoe Loader 580E. INA Store purchase price of \$82,500.00 with 2-year extended warranty. The council was given two options for financing. *Motion by G Miracle second by T Lenhard to purchase 2023 Case Backhoe Loader Utility Plus 575N EP. 7 Yas. 0 Nays. 0 Absent. Motion carried.* **Motion** B Gaeth second by G Miracle to make \$12,000.00 down payment toward balance owed with use for 3 months. 7 Yeas. 0 Nays. 0 Absent. Motion carried. **Motion** by T Lenhard seconded by B Gaeth to take out the loan for balance owed and costs with Independent bank in the amount of \$72,000.00 making monthly payments. 7 Yeas. 0 Nays. 0 Absent. Motion carried.

**TREASURER REPORT:** A Treasurer report was given to the Council. The water vendor received \$584.25 for December 2025.

**POLICE:** Police Chief Bill Owens gave his report.

**UNFINISHED BUSINESS:** Council reviewed the Utility Ordinance. *Motion T Sting second by T Lenhard to send draft to the lawyer to review to bring back to council. 7 Yeas. 0 Nays. 0 Absent. Motion carried.*

**ZONING:** D Hartman had no inquiry for zoning.

**PUBLIC COMMENT:** Public comment was requested by President M. Prime none given.

**ADJOURN:** *Motion B Gaeth, seconded by T. Sting, to adjourn meeting at 7:51 PM. 7 Yeas. 0 Nays. 0 Absent. Motion carried.*

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Next Regular Meeting: February 16, 2026, at 7:00 pm at the Village Hall.

Lucille Keipinger,  
Clerk

## PERFORMANCE RESOLUTION FOR MUNICIPALITIES

*This Performance Resolution (Resolution) is required by the Michigan Department of Transportation for purposes of issuing to a Municipality an "Individual Permit for Use of State Highway Right of Way", and/or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".*

RESOLVED WHEREAS, the VILLAGE OF UNIONVILLE  
(*County, City, Village, Township, etc.*)

hereinafter referred to as the "MUNICIPALITY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the MUNICIPALITY agrees that:

1. Each party to this *Resolution* shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this *Resolution*, as provided by law. This *Resolution* is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the MUNICIPALITY is performed by a contractor, the MUNICIPALITY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employee's, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the MUNICIPALITY. Failure of the MUNICIPALITY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the MUNICIPALITY by a contractor or subcontractor will be solely as a contractor for the MUNICIPALITY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the MUNICIPALITY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the MUNICIPALITY.
4. The MUNICIPALITY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.
5. The MUNICIPALITY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the MUNICIPALITY'S facilities according to a PERMIT issued by the DEPARTMENT.

6. With respect to any activities authorized by a PERMIT, when the MUNICIPALITY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
7. The incorporation by the DEPARTMENT of this *Resolution* as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
8. This *Resolution* shall continue in force from this date until cancelled by the MUNICIPALITY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the MUNICIPALITY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the MUNICIPALITY.

Title and/or Name:

**VILLAGE CLERK**

## STREET ADMINISTRATOR

## DPW SUPERVISOR

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by

the BOARD OF TRUSTEES

(Name of Board, etc.)

of the VILLAGE OF UNIONVILLE of TUSCOLA  
(Name of MUNICIPALITY) (County)

at a **REGULAR** meeting held on the **19TH** day

of JANUARY A.D. 2026 .

  
Matthew R.  
Signed  
PRESIDENT

Print Signed Name