

APPROVED MINUTES OF THE VILLAGE OF UNIONVILLE COUNCIL MEETING HELD ON FEBRUARY 17, 2025

President Matthew Prime called the meeting to order at 7:10 pm followed by the Pledge of Allegiance.

Council Present: Matthew Prime, Dean Hartman, Greg Miracle, Tod Sting, Thomas Lenhard and Chad Gaeth.

Council Absent: Brandt Gaeth.

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

Guests Present: Steve Linzner, Kathy Trischler and Chris Creguer

PUBLIC COMMENT: Chris Creguer & Steve Linzner came to speak with the council about future firehouse request for letter of support.

CLERKS REPORT: Discussed the software BS&A has been installed.

APPROVAL OF MINUTES: Motion by T. Sting seconded by G. Miracle to approve the minutes as read for January 20, 2025. 6 Yeas. 0 Nays. 1 Absent. Motion carried.

AUTHORIZE PAYMENT OF BILLS: Motion by D. Hartman seconded by G. Miracle, to pay the February 2025 accounts payables of \$24,299.74. 6 Yeas. 0 Nays. 1 Absent. Motion carried.

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

- **Motion** by D. Hartman seconded by C. Gaeth to make adjustments for February 2025 costs. 6 Yeas. 0 Nays. 1 Absent. Motion carried.

ACCOUNTS				
BUDGET ADJUSTMENTS FEBUARY 2025	BGA			
				REASON
GENERAL	FROM	TO	DIFF	
101-215-702-00	8299.62	9185.38	(885.76)	Salaries - Clerk
101-261-727.00	700.00	741.56	(41.56)	Supplies - Office
101-265-920.00	3000.00	3206.85	(206.85)	Utilities
101-301-711.00	2100.00	2224.74	(124.74)	Insurance - General Liability
101-301-815.00	50.00	190.00	(140.00)	Dues/Subscriptions/Membership
101-441-702.00	31599.00	32437.98	(838.98)	DPW Salaries
101-441-940.00	30725.27	31023.96	(298.69)	Equipment Rental
101-750-920.00	4920.04	5080.31	(160.27)	Utilities
MAJOR STREETS				
202-463-940.00	3540.68	3605.43	(64.75)	Equipment Rental
202-478-940.00	1800.00	1844.18	(44.18)	Equipment Rental -Winter
202-786-702.00	1366.55	1383.88	(17.33)	Salaries - Reg
SEWER				
590-536-703.00	8299.61	9185.41	(885.80)	Salaries - Clerk
WATER				
591-536-702.00	14220.00	14498.61	(278.61)	Salaries - DPW
591-536-703-.00	8299.61	9185.30	(885.69)	Salaries - Clerk
591-536-803.00	4000.00	4386.46	(386.46)	Water Quality Testing
591-536-825.00	400.00	830.00	(430.00)	Education & Training
591-536-920.00	6600.00	7091.51	(491.51)	Utilities

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HELD ON FEBRUARY 17, 2025

591-536-940.00	4068.46	4446.83	(378.37)	Equipment Rental
		TOTAL	\$(6,559.55)	
*ALL ADJUSTMENTS FROM FUND BALANCE UNLESS NOTED				

DPW REPORT: David Yoder gave his report. DPW Need for new desk top computer and monitor. **Motion:** by T. Lenhard seconded by G. Miracle for purchase of computer and monitor. 6 Yeas. 0 Nays. 1 Absent. Motion carried

TREASURER REPORT: Treasurer Leila Rish gave the Treasurer's report to the Council. The water vendor received \$388.75 for January 2025. Leila reported Interest income from banks.

POLICE: Police Chief Bill Owens gave his report. **Motion:** by G. Miracle and second by T. Sting to pay for the extra hours for training Police Chief W. Owens has been taking. 6 Yeas. 0 Nays. 1 Absent. Motion Carried

Chief Owens need for external hard drive. **Motion** by C. Gaeth seconded by D. Hartman to approve purchase of hard drive storage. 6 Yeas. 0 Nays. 1 Absent. Motion carried.

UNFINISHED BUSINESS: Continue work on blight.

Resolution for Performance Annual Application and Permit for Miscellaneous Operations within State Highway right of way presented to the board. **Resolution:** VOU077-2024 presented to the board Roll Call Matthew Prim Yea. Chad Gaeth Yea. Tod Sting Yea. Greg Miracle Yea. Dean Hartman Yea. Thomas Lenhard Yea. 0 Nays. 1 Absents Brandit Gaeth. Motion carried.
Resolution attached.

NEW BUSINESS: Metro Act Request permit for public right-a-way. **Motion:** by G. Miracle and seconded by T. Sting to deny public access. 6 Yeas. 0 Nays. 1 Absent. Motion carried.

BUILDINGS, GROUNDS & EQUIPMENT: Council Committee presents a proposal for the need for new truck for budget year 2025-2026. **Motion:** by G. Miracle seconded by T. Lenhard to approve ordering for budget year 2025-2026. 6 Yeas. 0 Nays. 1 Absent. Motion carried.

ZONING: No Zoning requests of Administrator.

PUBLIC COMMENT: Public comment was requested by President Matthew Prime, no public comment received.

ADJOURN: **Motion** by D. Hartman, seconded by T. Lenhard to adjourn March 17, 2025, meeting at 8:31 pm. 6 Yeas. 0 Nays. 1 Absent. Motion carried.

Next Regular Meeting: March 17, 2025, at 7:00 pm at the Village Hall.

Lucille Keipinger
Village Clerk

**PERFORMANCE RESOLUTION FOR
MUNICIPALITIES**

V04077-2024

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

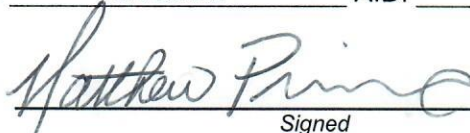
the BOARD OF TRUSTEES

(Name of Board, etc.)

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

at a REGULAR meeting held on the 20TH day

of JANUARY A.D. 2025.



Signed

PRESIDENT

Title

MATTHEW PRIME

Print Signed Name