

The regular meeting of the Greenville City Council was called to order by Mayor Hoppough, in the Council Chambers in the Municipal Complex located at 415 S. Lafayette Street, Greenville Michigan 48838 at 7:30 p.m.

Present: Mayor Hoppough; Councilpersons Cunliffe, Lehman, Greene, Schuleit, Moss and Scoby; City Manager Bosanic; and Clerk-Treasurer Hool.

Absent: Assistant City Manager VanWyngarden.

Councilperson Greene MOVED: The Consent Agenda be approved as presented. Councilperson Lehman supported. Unanimously adopted.

The Consent Agenda consisted of the following:

1. Approval of minutes for the regular City Council meeting held December 4, 2012.
2. Approval of payroll report for regular pay period ending November 25, 2012 in the amount of \$129,484.11. Approval of accounts payable report for period ending December 10, 2012 in the amount of \$331,435.52.
3. Approval of minutes for the regular Downtown Development Authority meeting held November 13, 2012.

Council considered the approval of an extension of Purchase and Sale Agreement in connection with LaMarte Enterprises.

Councilperson Scoby MOVED: To approve the proposed Purchase and Sale Agreement for the sale of City owned property located at 206 S. Lafayette Street as presented. Councilperson Moss supported. Unanimously adopted.

Council considered the approval of an MDOT Annual Permit Performance Resolution for Government Bodies.

Councilperson Cunliffe RESOLVED: WHEREAS, the City of Greenville periodically applies to the Michigan Department of Transportation, for permits, referred to construct, operate, use and/or maintain utility 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 MDOT granting such permit, the City of Greenville Agency agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement 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 the Agreement.
2. Any work performed for the City of Greenville will be solely as for the City of Greenville and not as a contractor or agent of MDOT. The Michigan Department of Transportation shall not be subject to any obligations or liabilities by vendors and contractors of the City of Greenville, or their subcontractors or any other person not a party to the permit without its specific prior written consent and notwithstanding the issuance of the permit. Any claims against the State of Michigan, the Michigan Transportation Commission, MDOT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for MDOT and all officers, agents and employees thereof will be the sole responsibility of the City of Greenville.
3. The City of Greenville 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, MDOT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for MDOT 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, MDOT, 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.
4. The City of Greenville it will, by its own volition and/or request by MDOT, 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 City of Greenville's facilities according to a permit issued by MDOT.
5. With respect to any activities authorized by permit, when the City of Greenville requires insurance on its own or its contractors behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, MDOT, and all officers, agents and employees thereof and those governmental bodies performing permit activities for MDOT and all officers, agents, and employees thereof, pursuant to a maintenance contract.

6. The incorporation by MDOT 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.
7. This resolution shall continue in force from this date until cancelled by the City of Greenville or MDOT with no less than thirty (30) days prior written notice to the other party. It will not be cancelled or otherwise terminated by the City of Greenville with regard to any permit which has already been issued or activity which has already been undertaken.
8. BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to MDOT for the necessary permit to work within State Highway Right of Way on behalf of MDOT:

Douglas W. Hinken, P.E., City Engineer
Michael Chesher, Department of Public Services Director
George M. Bosanic; City Manager

Councilperson Greene supported. Unanimously adopted.

Council considered a recommendation reaffirming the cost of copying documents for the City.

Councilperson Schuleit MOVED: To approve staff's recommendation of fifteen (15) cents per page for copying of city documents when requested by the public. Councilperson Moss supported. Unanimously adopted.

Councilperson Moss MOVED: The meeting be adjourned. Councilperson Greene supported. Unanimously adopted.

Meeting adjourned at 7:54 p.m.

John M. Hoppough
Mayor

Bradley S. Hool
Clerk-Treasurer