

A Regular Meeting of the Board of Delta County Road Commissioners was held on Monday, April 12, 2022 at 4:30 p.m. at the Main Office, 3000 32nd Avenue North, Escanaba, Michigan.

Vice-Chairman Bjork called the meeting to order at 4:30 p.m., followed by the Pledge of Allegiance.

PRESENT: Vice-Chairman Randy Bjork, Commissioner Dustin Stempki, Commissioner Mark Asselin, and Commissioner Dennis Stanek. Chairman Aschbacher was present via phone.

ABSENT: None

Vice-Chairman Bjork moved to approve the Agenda as printed.

Vice-Chairman Bjork moved to approve the minutes of the March 22, 2022 Regular Meeting as proposed.

Manager Jody Norman gave a brief admin update:

The crew has been working on patching, switching equipment to summer mode & working on culverts. District 2 has obtained a new steamer for washing trucks, their new boiler has been delivered & will be installed within the next couple months. Cyber security insurance & the ongoing deer issue was also discussed.

It was moved by Commissioner Stempki, seconded by Commissioner Asselin to approve Bills Payable Voucher No. 2595 in the amount of \$440,181.04, Payroll Voucher No. 69154 in the amount of \$81,066.68 and Payroll Voucher No. 69155 in the amount of \$80,419.65.

Roll Call Vote:

Vice-Chairman Bjork – Yes

Commissioner Stempki – Yes

Commissioner Asselin – Yes

Commissioner Stanek – Yes

It was moved by Commissioner Asselin, seconded by Commissioner Stanek to approved Project Agreements for: Wells, Bark River & Maple Ridge Townships.

Ayes – 4 Nays – 0

It was moved by Commissioner Stempki, seconded by Commissioner Asselin to approve MDOT 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 **Delta County Road Commission** herein after 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: Manager Jody Norman & Engineer Nancy Roseman

Ayes – 4 Nays – 0

Commissioner Stanek made a motion, seconded by Commissioner Stempki, opposing the allowance of parking on county road A-26 by the cemetery access.

There being no further business to come before the board at this time, Vice-Chairman Bjork moved to adjourn the meeting at 5:11 p.m.

Randy Bjork, Vice-Chairman

Samantha Grau, Deputy County Clerk