

Regular Meeting

June 1, 2022

Regular Session of the Board of County Road Commissioners for the County of St. Joseph, State of Michigan, was held with Polycom access at 5:00 p.m.

The chairman of the board called the meeting to order and the pledge of allegiance to the American Flag was given.

Present: Chairman Eric Shafer, Vice Chairman Rodney Chupp, Commissioner Vince Mifsud, Commissioner David Miars, and Clerk Julie Mayuiers

Absent: Jack Coleman, Commissioner  
Staff Members Present: John Lindsey, Managing Director

Visitors: Robert Tomlinson, Three Rivers Commercial News  
Luis Rosado, 16294 East Lake Road, larosado2022@gmail.com, 269-689-7849

Motion by Commissioner Mifsud seconded by Commissioner Miars to approve consent the agenda and minutes of May 18, 2022, Work Session. Motion carried.

### **CERTIFIED RESOLUTION**

Motion by Commissioner Mifsud seconded by Commissioner Miars that Garrett Myland, PE at the St. Joseph County Road Commission, is authorized to sign the contract regarding the MDOT Contract Number: 22-5236 (Category CFDA No. 20.205 Highway Research Planning & Construction);

Hot mix asphalt milling and overlay work along South Nottawa Road from Fawn River Road to Bogen Road and along Franks Avenue from Highway US-12 to Fawn River Road, including aggregate shoulder work; and all together with necessary related work.

A roll call vote was taken: Aye votes cast: Chupp, Miars, Mifsud, Shafer  
Nay votes cast: None Abstained: None Absent: Coleman  
Motion carried.

I, Julie A. Mayuiers, Clerk of the Board of County Road Commission of the County of St. Joseph, State of Michigan, hereby certify that the above is a true and correct copy as recorded in the minutes of the meeting of June 1, 2022.

*Julie A. Mayuiers*

Julie A. Mayuiers  
Clerk of the Board

## 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 St. Joseph County Road Commission  
(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:

Garrett Myland, Project Engineer/Assistant Manager

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

the St. Joseph County Road Commission Board of Commissioners  
(Name of Board, etc.)

of the St. Joseph County Road Commission of St. Joseph  
(Name of MUNICIPALITY) (County)

at a Board Meeting meeting held on the 1st day

of June A.D. 2022.

Eric B. Shafer  
Signed

CHAIR, ST. JOSEPH COUNTY ROAD COMMISSION BOARD OF  
Title COMMISSIONERS

ERIC B. SHAFER  
Print Signed Name

Motion made by Commissioner Miars seconded by Commissioner Mifsud for Chairman Eric Shafer to sign the Performance Resolution for Municipalities for MDOT.

A roll call vote was taken: Aye votes cast: Chupp, Miars, Mifsud, Shafer

Nay votes cast: None  
Motion carried.

Abstained: None

Absent: Coleman

I, Julie A. Mayuiers, Clerk of the Board of County Road Commission of the County of St. Joseph, State of Michigan, hereby certify that the above is a true and correct copy as recorded in the minutes of the meeting of June 1, 2022.

*Julie A. Mayuiers*

Julie A. Mayuiers  
Clerk of the Board

Commissioners Comments:

Chupp: Affirmative on the land purchase, when we get a chance on a piece of property that looks favorable for a future gravel pit we should act on it. We desperately need a good gravel source. We received a letter from Florence Township on Burgener/Banker intersection that there was a lot of trash, etc. This is a Zoning issue, not a road commission issue. We need to continue to communicate that we have a "bridge funding cliff". We have a lot going on and roads to fix. Regarding the Fish Lake ROW, we need to respect the law and take this seriously. Expedite the situation as quickly as we can. He attended the SW Council meeting and MCRCSIP spoke on our insurance and it was a favorable experience and cost per classification is coming down. MCRCSIP is doing a good job handling our insurance.

Mifsud: Nothing tonight.

Miars: He and Jack are continuing to work on the Policy book and hopefully will have something soon to present to the rest of the group.

Shafer: The Executive Committee met before tonight's meeting. They are gathering information to share with the County Commissioners Executive Committee. He also wanted to make sure that when looking for gravel sources we were looking outside the county as well

Meeting adjourned at 5:40 pm.

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Eric B. Shafer, Chairman

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Julie A. Mayuiers, Clerk of the Board

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