

**REGULAR MEETING**

The regular meeting of the Board of County Road Commissioners of Iron County was held on Tuesday, April 12, 2022, at 8:30 a.m. in the Road Commission office at 800 W. Franklin Street, Iron River, Michigan.

Chairman Frailing led the Pledge of Allegiance and opened the meeting.

Present for the roll call were Chairman Ron Frailing, Vice-Chairman Dan Germic, Sue Clisch, Chuck Battan, and Ernie Schmidt. Superintendent/Manager Douglas C. Tomasoski P.E. and Finance Director/Clerk Lisa M. Powell Attorney and Mark Tousignant were present.

**ADDITIONS TO THE AGENDA**

Accepted the agenda in a motion from Commissioner Schmidt, supported by Battan.

Ayes: All  
Nays: None  
Motion carried.

**MINUTES TO BE APPROVED**

The following minutes were presented: Audit of March 8, 2022.

A motion by Commissioner Germic, support by Clisch to accept the regular minutes.

Ayes: All  
Nays: None  
Motion carried.

The following minutes were presented: Regular March 8, 2022.

A correction made to Local Project bid on Baumgartner Road. The listed price is \$354,725.70 from Bacco.

A motion by Commissioner Schmidt, support by Battan to accept the above minutes.

Ayes: All  
Nays: None  
Motion carried.

**DISBURSEMENTS TO BE APPROVED**

The disbursements to be approved included:

a. Payrolls of:	\$ 148,363.96
b. Prepaid Claims of:	126,239.40
c. Accounts Payables of:	323,225.21

Total:	\$ 597,828.57
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It was motioned by Commissioner Clisch supported by Schmidt to approve the Audit Committee Report dated March 31, 2022, covering the above disbursements.

Roll call vote: Ayes- Battan, Schmidt, Clisch, Germic and Frailing  
Nays: None  
Motion carried.

**SUPERINTENDENT'S REPORT**

The Superintendent/Manager report was presented.

**DELEGATIONS**

Bates Township Jon Oberlin talked about Andreski Plat Road conditions and possible work.  
Mastodon Township Frank Siewiork mentioned Kalla Walla seal coat.

**COMMITTEE REPORTS**

none

**OLD BUSINESS**

**NEW BUSINESS**

**LOADER LEASES**

Informational, the loader leases come due in November with a payout amount to purchase. Bids out for new due for May meeting. They will go to the Equipment Committee for review after they are received.

**MDOT PERFORMANCE RESOLUTION FOR MUNICIPALITIES**

Presented to the Board by the Superintendent/Manager. Most of the projects are under the Maintenance Contract, this is for who can request permits when needed above the contract.

The Resolution was accepted in a motion by Commissioner Schmidt and supported by Battan.

Roll call vote: Ayes- Germic, Clisch, Schmidt, Battan and Frailing

Nays: None

Motion carried.

**CRUSHING BIDS**

Bids were summarized by the Superintendent/Manager and attached to the minutes and the following motion was made by Commissioner Schmidt to use Payne and Dolan at the Camp 5 pit and Iron City Enterprises, Inc. at Gassers Sherwood Mine pit. This was supported by Commissioner Battan.

Roll call vote: Ayes- Battan, Schmidt, Clisch, Germic and Frailing

Nays: None

Motion carried.

**PUBLIC COMMENT**

John Weirda from W. Hagerman Lake Road stated his ongoing concerns with the condition of the road. Mark Gasperini commented on the improvements on Iron Lake and N. Angeli Roads.

**ATTORNEY'S REPORT**

Attorney Mr. Mark Tousignant discussed Drain Commission duties and his conversation with Mr. Tinti. Mr. Tousignant asked if the Road Commission board would like to meet separately and go over the questions. He continued on with Mr. Tinti indicated that the easements are not needed. The Drain Commission should not get in between the Lake owners and the County, who is responsible for those decisions. The Road Commission should continue to bill the County for the time and materials used.

**COMMISSIONERS' COMMENTS**

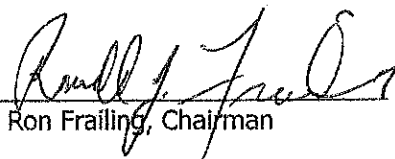
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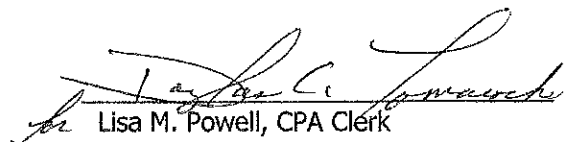
At 9:35 a.m. with no further business to come before the Board, it was motioned by Schmidt supported by Clisch, to adjourn.

Ayes: All

Nays: None

Motion carried.

  
Ron Frailing, Chairman

  
Lisa M. Powell, CPA 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 Board of County Road Commissioners of the County of Iron  
(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 employees, 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:

Superintendent/Manager/Engineer

Construction Foreman / Engineering Technician

Foreman

Shop Foreman

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

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

of the Iron County Road Commission of Iron  
(Name of MUNICIPALITY) (County)

at a Regular meeting held on the 12th day

of April A.D. 2022

  
 Signed

SUPT / MGR / ENGR  
 Title

DOUGLAS C. TOMASOSKI  
 Print Signed Name

# BID SUMMARY - EL CRUSHING

IRON COUNTY ROAD COMMISSION

Spring 2022

Location	quantity	Mat'l type	Iron City Enterprises, Inc.			MoCorp, Inc.			Nortstar Crushing and Screening			Payne & Dolan Inc.			Pillik & Wick Inc.		
			\$ / ton	total	location	\$ / ton	total	location	\$ / ton	total	location	\$ / ton	total	location	\$ / ton	total	location
Camp 5 area (5 mile radius)	30,000	23A	---	---		---	---		---	---		6.00	\$180,000.00	* Camp 5 * Elizabeth pit	---	---	
Iron River area (10 mile radius)	15,000	23A	4.82	\$72,300.00	* Gasser's Sherwood mine pit	5.89	\$88,350.00	* CR-424 pit	6.15	\$92,250.00	* Alexa pit	6.50	\$97,500.00	** Camp 5 pit	5.70	\$85,500.00	* FA pit
						6.99	\$104,850.00	** Iron Hills pit									
			N2404 Hwy 41 Menominee, MI 49858 contact: Tom Nemeitz ph: 715-923-5987 fax: 908-983-7595 ironcityenterprises@yahoo.com			PO Box 112 Iron River, MI 49835 contact: Gene R. Motles ph: 906-367-4798 gene@mccormacgregales.com			8541 N. 3 Lane Gladstone, MI 49837 contact: Josh Nyquist ph: 906-786-9245 fax: 906-786-1103 northstarcrushing@hotmail.com			801 Clark Drive Gladstone, MI 49837 contact: Christopher Noel ph: 906-428-5115 cnoel@walbecgroup.com			8075 County D Eagle River, WI 54521 contact: Ben Pillik ph: 715-479-7488 fax: 715-479-7438 bepillik@pillikendwick.com		
			* located approximately 2.5 miles north of ICRC Iron River garage.			* located approximately 8.5 miles southeast of ICRC Iron River garage.			** located approximately 4.1 miles west of ICRC Iron River garage.			* located approximately 6.7 miles south of ICRC Iron River garage.			* located approximately 6.5 miles northwest of ICRC Iron River garage.		
			** located approximately 8.5 miles north of ICRC Iron River garage.			Fuel stipulation: If #2 off-road diesel exceeds \$6.00/gal, price per ton would increase \$0.10/ton for each \$0.50 increase above \$6.00/gal.											

Due 4-5-2022 / presented at 4-12-22 Board mtg

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