

January 6, 2011

The organizational meeting of the Board of Cass County Road Commissioners was called to order at 9:00 A.M. by Chairman Krempec and the Pledge of Allegiance to the flag was said in unison.

Board Members Present: Commissioner Fournier, Commissioner Poehlman, Commissioner Krempec, Commissioner Bowser, & Commissioner Celie

CCRC Staff Present: Louie Csokasy, Joe Bellina, Rick Janssen, and Grace Chester.

INTRODUCTION OF VISITORS

Roseann Marchetti, Norma Lerner, Harry Shaffer, Bruce Campbell, Co Commissioner Bickel, Barbara Dempsey, Ed Boyer, & Doug Gushwa.

ELECTION OF BOARD CHAIRMAN

Clerk Chester opened the floor for nominations for Chairman. Poehlman nominated Leroy Krempec. Celie seconded and Poehlman moved that nominations are closed and a unanimous ballot is cast for Krempec, Celie seconded. The motion was carried by voice vote.

ELECTION OF BOARD VICE CHAIRMAN

Krempec nominated Poehlman for Vice Chairman. Bowser seconded and Krempec moved that the nominations are closed and a unanimous ballot is cast for Poehlman, Bowser seconded and the motion was carried.

CHAIR APPOINTMENTS

CLERK Grace Chester

ACTING CLERK Terri Wyman

CHIEF FINANCIAL OFFICER Louie Csokasy

PARLIAMENTARIAN Pete Fournier

REPRESENTATIVES

SOUTHWESTERN MI COMMISSION

Cliff Poehlman

CCRC PENSION COMMITTEE (BOARD)

Roger Bowser

COMMITTEES

CO. PARKS' COMMISSION

Pete Fournier

FINANCE

Tom Celie (Chair) & Roger Bowser

POLICY

Leroy Krempec, Tom Celie, Grace Chester

TECHNOLOGY

Pete Fournier & Tom Celie

Csokasy explained the Technology Committee would primarily work with the Engineering Department.

ADDITIONS TO AGENDA

1. RELEASE AGREEMENT FOR FILL DIRT & GRAVEL (JEFFERSON TWP.)
2. REDFIELD BRIDGE PROFESSIONAL SERVICES AGREEMENT (DLZ)
3. TITLE SHEETS (3)

APPROVE AMENDED AGENDA

Commissioner Poehlman moved to approve the agenda as amended. Commissioner Bowser seconded and the motion was carried.

PUBLIC COMMENT

Bickel: Wished everyone a Happy New Year and commended the road commission on the improvements made from four years ago.

DRAIN COMMISSION UPDATES

Williamsville/Birch: Nine bids were opened on December 21 which is more than usual, Campbell attributed the increase to a change in timing of receiving bids. Water Resources Commissioner Campbell gave copies of the bid tabs to Csokasy. Campbell said the bids were from \$36,000 to \$96,000 and the award was made to Andy Merrill from Dowagiac. Campbell said construction should be over a two week period, but did not know how long the road would have to be closed.

APPROVE MINUTES OF MEETING

Poehlman moved to approve the minutes of 12-16-10 as presented. Celie seconded and the motion was carried.

QUARTERLY MILEAGE

The Commissioners reviewed and signed their 4th Quarter Travel Vouchers.

REPORT OF SPECIAL MEETINGS & MILEAGE

Krempec	NATS-Niles	12-21-10	4 hours	48 miles
	CCRC Safety	12-20-10	4 hours	32 miles

REPORTS

SAFETY

Krempec reported that many small issues were discussed.

Equipment: Pole saw safety, high ranger inspection/certification and truck load weights were discussed.

Gravel Pit: Concern for visitors to the pit. Safety precautions need to be reinforced and visitors required to stop at the Main Office to pick up safety apparel.

Inmate Brush Crew: Are following safety procedures pretty well, some adjustments have been made.

Roof: Large icicles hanging from roof and posing a potential safety concern. The Committee has discussed the matter and hope the recent addition of roof jacks installed by the contractor will help to correct the problem

Mine Safety Training: Janseen reported that he and the crew at the plant go to an 8 hour training (refresher) session each February and it counts as part of the mandated training. Before the beginning of the mining season, he gives the remainder of the mine training required.

CDL Physicals: Currently done every year at area clinic but employees do not feel the exam is a thorough as it should be. DOT requires the physical to be done every two years. The Committee will follow through on this with the Manager and Road Superintendent.

Personal Injury: One employee personal injury: Krempec said for this time of the year, that is good.

NATS

Krempec attended last month's meeting for Poehlman. He said he enjoyed it and there was a good group discussion. He noted that it was good that CCRC has been able to pick up projects passed on by other counties because of lack of matching monies. Because of having our own asphalt plant, materials and manpower can be applied to the match instead of cash.

MANAGER'S UPDATE

CRAM: CCRC will submit the MOR project for the Best Practice Award from CRAM. Copies were provided to the Commissioners.

Employees: In process of reviewing Goals with Non Union Employees. These goals are to be in line with the overall goals of the road commission.

Second Shift: Csokasy said implementation of the second shift is already being noticed by the public.

Joint Purchasing Council: Csokasy reviewed proposed plans to establish a Council with one member from St Joe County and one from Cass County for the purpose of buying in higher volume for cost savings and greater efficiency. Both RC use the same items and probably use the same vendors. Csokasy said this is approved in the Uniform Accounting Manual but to his knowledge, no other road commission in Michigan has established such a council.

Financials: January's MTF receipts were \$345,767 and compares favorably to last year's \$339,811 and exceeds budget forecast by \$12,752. The Preliminary Audit Report is expected by the end of the month.

Cash Flow: At the end of December was \$1,112,050 compared to last year's amount of \$1,368,846.

OPEd: (cost of future retiree liabilities) decreased from last year's projected amount of \$4.3 million to \$2.5 million. Csokasy said that although this is still a substantial amount of money, it reflects a large decrease.

OPERATIONS

Road Superintendent Janssen reported that due to the good weather over the holidays, there was no need to call employees in at overtime pay.

Gravels: Crews have been spreading additional stone on the gravel roads. Bowser said that it has been helpful.

Second Shift: Five employees and a Forman began working the first part of January, from 3:30 to midnight. Their duties will be to plow the super primaries and maintenance work as necessary. It also allows the night Forman (Yaw) to access the weather conditions and extend the night shifts hours and/or call in the day shift as needed.

Ice Control: Testing mixtures to find the best one for melting ice under varied weather conditions. Janssen said he hopes to come up with a stronger solution that will eliminate some trips back to the salt barn because each trip costs 45 minutes in plow time.

Routes: As a result of evaluation, snow routes have been re designed and decreased from twenty-eight to twenty-two. Janssen said the new routes are in a trial period but appear to be working well. The new routes allow every Cass County resident to be within three miles of a state or county snow route.

Equipment: The crusher is in for annual maintenance and a new piece of equipment is being made for changing blades.

Brush Crew: Janssen said the Sheriff's crew has finished the work on Dunning Street and is now concentrating on the gravel road sides in District 1.

ENGINEER'S REPORT

M205: Chief Engineer Bellina said the M205 project is still scheduled. The grant application took longer than anticipated. Modifications for the special material required special parts to be ordered and then installed.

Redfield Bridge: Evaluation of the bids for the design phase of the project was completed and three were selected for interviews. Commissioner Fournier sat in on the interviews and said he was pleasantly surprised at the quality of the companies available to Cass County.

North Shore Bridge: After preliminary reviews, it has been determined to bring in the same contractor that did the emergency work on Redfield Bridge last year.

State/Federal Projects: To date, Lakeshore and Bell Road have been carried over from last year and twelve new projects are being planned.

Hearing: Rural Task Force Hearing is scheduled for next week. Bellina said that he is working on getting the paperwork submitted to the state earlier in the year so the projects can begin sooner.

Policies: Bellina said several issues have arisen in his office regarding pier permits and he will discuss with the Policy Committee.

Grants: Commissioner Bowser asked about availability of grant monies this year. Bellina said that he is always looking and plans to submit for other safety grants.

OLD BUSINESS

JOINT PURCHASING AGREEMENT

Copies of the Joint Purchasing Agreement between Cass and ST Joseph Counties were provided to the Commissioners and the Chair reviewed the document.

Celie asked if this Purchasing Council would include other counties. Csokasy said the Council will be called the Border County Purchasing Council and no more at this time.

The document was taken directly from the Uniform Accounting Manual and to clarify some of the confusing verbiage, a clarification page was included at the end. Csokasy cited this example: the document states the lowest bid will be accepted. Clarification: not always required to be the lowest but one that is in the most responsible and in the best interest of the respective road commissions. Csokasy said that Rick Jackson from St. Joseph County and Grace Chester from Cass County will be recommended to serve on the Charter Board.

The final decision for the award of the bids will rest with each respective Board based upon the recommendation of the Purchasing Council. Csokasy said the SJRC Board will address the matter at its next meeting.

CCRC/SJCRC JOINT PURCHASING AGREEMENT

This agreement made this 14th day of December, 2010, among the Road Commission of Cass County, and Road Commission of St. Joseph County, designated "charter members," and such other public bodies located within the State of Michigan area who elect to be governed by the provisions of this Cooperative Purchasing Agreement as hereinafter set forth, witnesseth:

In consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

1. The items and classes of items which may be designed by the parties to this Agreement may be competitively bid jointly for the period commencing with the execution of said Agreement and continuing until terminated as hereinafter provided. Each of the parties shall designate, in writing, the items to be re-bid and indicate therein the quantities desired, the location for delivery, and other requirements, to permit the preparation and filing of plans and specifications.
2. There is hereby established the Border Counties Purchasing Cooperative hereinafter called Purchasing Council which shall consist of one representative from each public body participating in this agreement. The first Board of Directors shall consist of the charter members who shall elect a President of the Board and Recording Secretary for a one year term and shall adopt such rules for organization and procedure as it may deem suitable for the conduct of its business.
3. The specifications for items to be purchased shall be prepared by the Purchasing Council. In all cases where possible, the Purchasing Council shall develop specifications for each commodity acceptable to all interested parties.
4. The Purchasing Council shall designate a party which shall assume the responsibility for preparing the bids. Such party shall also be designated to receive and open the bids at the time and in the manner provided. Each party shall be responsible for their own advertising.
5. All bids shall be on a requirement basis, unless otherwise specifically provided by joint action of the appropriate authority of each of the parties to this agreement.
6. Any costs incidental to the bidding, to the award of any contract or to the rejection of any bid or bids shall be divided equally between the parties participating.
7. Upon receipt and opening of the bids by the designated party, the same will be submitted to the Purchasing Council. Not later than fifteen (15) days following the receipt of bids, the Purchasing Council shall submit to the appropriate authority of each party a complete tabulation of all bids received and shall certify as to the lowest responsible bidder. The Purchasing Council shall have the right to reject any or all bids and to waive any irregularities therein in the best interest of the parties concerned. The Purchasing Council shall include an explanation and report on its findings when it transmits its tabulation and certification.
8. Contracts of purchase shall be awarded to the lowest responsible bidder as certified by the Purchasing Council. Separate contracts shall be prepared by each party to this Agreement.
9. Nothing in this Agreement shall prevent any party from awarding contracts of purchase, with or without advertisement, individually and on its own behalf; provided, however, that invitations for such individual bids shall not be advertised nor shall bids be received individually during the period in which the Purchasing Council is advertising for and receiving bids for the same commodities, except in the case of emergency or hardship.

10. The ordering of materials purchased through this Agreement shall be the individual responsibility of each of the parties hereto and the successful bidder or bidders shall bill each of the parties directly for the material ordered by it.

11. Each of the parties to this Agreement shall be liable only for materials ordered by and received by it, and none, by virtue of this Agreement, assumes any additional liability.

12. Specifications may not be changed without the approval of the Purchasing Council except in the case of an obvious error or omission. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

13. Any dispute arising between any of the parties hereto and a successful bidder not relating to: a) the validity of the award of contract or purchase; or b) the rejection of any bid or bids shall be settled by and at the cost of that party involved in the dispute.

14. This Agreement shall take effect upon execution by the signatories. Thereafter, additional PUBLIC BODIES may, from time to time, execute this Agreement in the form prescribed by the Purchasing Council, and such execution subsequent to the date of this Agreement shall not be deemed to require its re-execution by the original signatories.

15. This Agreement shall continue in effect from the date of execution, unless any party shall give ten (10) days written notice to the other parties indicating its desire to terminate same, in which case said Agreement shall terminate as to said party who has given such notice.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers the day and year first above written.

CLARIFICATION TO THE BORDER COUNTIES GOVERNMENTAL PURCHASING AGREEMENT

No other public entities shall be allowed to join this Border Counties Purchasing Council. If by the mutual agreement of the boards, the Border Counties Purchasing Council is to be expanded to include other public entities, the current Border Counties Purchasing Council shall be disbanded and establishment of a newly formed Purchasing Council will be formed by all public entities participating.

The Border Counties Purchasing Council shall follow all rules as outlined in the "Uniform Accounting Manual for County Road Commissions".

All Officers, Rules and Procedures for the Border Counties Purchasing Council shall be submitted for approval prior to being adopted by the Purchasing Council.

The Border Counties Purchasing Council shall, as outlined in Section 2 "adopt such rules for organization and procedures as it may deem suitable for the conduct of its business" and the "President and Recording Secretary are designated the responsibility for preparing, receiving, and opening all bids as outlined in the "Uniform Accounting Procedures Manual for County Road Commissions".

When specifications for a commodity need to be different or consensus on the specs are not reached by members of the Border Counties Purchasing Council, no cooperative bid shall be placed by the Purchasing Cooperative, and per section 9, each would be able to seek & recommend award for individual bids on its behalf as outlined in the "Uniform Accounting Procedures Manual for County Road Commissions".

The Border Counties Purchasing Council shall, as outlined in Section 2, adopt such rules for organization and procedures as it may deem suitable for the conduct of its business" including "advertising in media common to each party (CRAM, MITA etc.) and shall be covered under Section 6 of this agreement which states "Any costs incidental to the bidding, to the award of any contract or to the rejection of any bid or bids shall be divided equally between the parties participating" as to each parties responsibility for their advertising.

If the dollar amount, in the certified bid tabulation presented to the appropriate authority of each party, for the lowest responsible bidder is not the lowest actual dollar amount bid the following procedure shall be followed: A document shall be attached to the certified bid tabulation sheet, showing how the lowest responsible bidder was derived, per the guidelines of the Uniform Accounting Procedures Manual for County Road Commissions" as outlined below:

It is the policy that the bid item be awarded to the lowest responsible bidder who submits the responsive bid that is the most advantageous to the public. A responsive bid is one, which is in substantial conformance with the specifications and requirements of the invitation to bid. The county road commission must consider in the evaluation not only the net cost to the road commission, but evaluate the anticipated cost for operating the bid item, including the expenses associated with the administration. Life cycle costing, which is also known as total cost buying, takes into consideration the cost of maintenance on a guaranteed basis for a predetermined active life of the item, as well as the original cost. Sometimes also included in the bidding proposal is a guaranteed buy-back price and a maximum operating expense cost. The bidder's responsiveness and whether or not the bidder is a responsible bidder needs to be considered. Examples of non responsive bidders are as follows:

1. Do not conform with required delivery schedules;
2. A qualification of their price;
3. A qualification of the county road commission's standard terms and conditions;
4. Failure to furnish bond surety (if bid required);
5. Failure to follow the instructions to bidders.

MOTION

The Cass County Road Commission Board moves to approve a Joint Purchasing Agreement with the St. Joseph County Road Commission and authorizes its Chairman to sign to Agreement. The Board grants permission to the Border Counties Purchasing Council to seek and advertise for bids, set bid opening dates, open, review and make award recommendations to each Board and appoints Grace Chester as its representative on the Council.

Commissioner Poehlman moved to approve the motion. Commissioner Celie seconded and the motion was approved carried by a unanimous roll call vote with Celie, Bowser, Krempec, Fournier and Poehlman voting yes.

NEW BUSINESS

CRAM BALLOT

AMEND SECTION2. ARTICLE IV

After discussion on the Ballot, Poehlman moved to approve the amendment as presented. Celie seconded and the motion was carried.

SET 2011 MEETING SCHEDULE

Manager Csokasy made the recommendation to change the meeting schedule from two meetings a month to one citing staff time involved to prepare for the meetings. Commissioners remarked that would be a drastic change and after much discussion an alternate program was recommended.

MOTION

Bowser moved for the CCRC Board to alternate meeting dates: twice a month on the first and third Thursday of each month (January, March, May, July, September, & November) and once a month on the third Thursday of the month (February, April, June, August, October, & December). Poehlman seconded and after discussion, the motion was carried. Krempec noted that if needed, a special meeting can be called.

TRAFFIC CONTROL ORDER-LOVERIDGE (#S 14-34-10)

Chairman Krempec presented the following:

Pursuant to 1949 PA 300, as amended, we jointly requested an engineering and traffic investigation for County road LOVERIDGE STREET in the Township of Marcellus, in CASS County. After reviewing, the survey we have determined that the speed of traffic is greater or less than is reasonable or safe under existing conditions at the intersection or any other place or part of such highway hereafter described, and we hereby declare the following reasonable and safe speed limits and direct the CASS County Road Commission to erect and maintain appropriate signs, to comply with the Michigan Manual of Uniform Control Devices, which give notice of the following determination.

In the County of Cass, Township of Marcellus

A speed limit of thirty (30) miles per hour on Loveridge Street from Red Run Road to Steininger Road and &

Forty-five (45) miles per hour on Loveridge Street from Steininger Road to Burlington Road

Any Traffic Control Orders previously made with respect to the above are rescinded and superceded This order becomes effective when signs giving notice of the above have been erected. Signed by the Designee, Department of State Police on 12-20-10. Copies to be filed with the State Police Post and the Cass County Clerk

MOTION

Bowser moved to approve this order and authorize Chairman Krempec to sign. Poehlman seconded and the motion was carried.

Bellina said this order had been worked out with Marcellus Township, CCRC and the State Police at the request of Marcellus Township. Traffic and speed studies were studied. Bellina said currently there is no speed limit posted, so it is 55 MPH and since it is a primary route, signage will fall under the road commission's responsibility.

QUARTERLY SAFETY DRAW

Drawn by the Commissioners for the fourth quarter safety awards were: Rick Bruens, Bob Parrish, Richard Lee and Daryl Polmateer.

RELEASE AGREEMENT FILL DIRT & GRAVEL(Jefferson Township)

Due to a sale of property, the purchasers desire to clear up an outstanding Agreement with the CCRC and Merrill Clerk regarding Fill Dirt & Gravel. Chief Engineer Bellina said this agreement dates from 1952 and was tied to a federal project that was never done and the terms of the agreement were never implemented.

MOTION

Commissioner Poehlman moved to approve the release agreement as written making the Fill Dirt and Gravel Agreement with Merrill Clark null and void and authorize the Chairman to sign. Commissioner Bowser seconded and the motion was carried.

REDFIELD BRIDGE PROPOSAL

MOTION

Based upon the recommendation of Chief Engineer Bellina, Bowser moved to accept the proposal for design work on the Redfield Bridge Project to DLZ Michigan, INC. for \$35,900. Celie seconded and the motion was carried.

TITLE SHEETS (3)

Chairman Krempec presented the following title sheets.

1. Job # 110361A Redfield St. (Cline/Conrad) HMA 36A Resurface 24' x 1 ½" & shouldering
2. No # assigned Pine Lake St. (M60/Anderson) HMA 36A Resurface 22' x 1 inch & shouldering
3. No # assigned Beebe Rd (Leet/Runkle) HMA 36A Resurfacing 22' x 1 ½" & shouldering

MOTION

Poehlman moved to approve and sign the title sheets as presented. Celie seconded and the motion was carried.

PERMITS

Driveway

11-17-09-1173	Hilltop	Porter	Robert Kohns
11-03-26-1175	Monette	Jefferson	David Reed

Utility

ROW

11-08-35-1160	McKinley –ROW Fiberoptic	Newberg	Merit Network
11-04-05-1161	Beeson St– ROW Fiberoptic	LaGrange	Merit Network

Annual

11-04-25-1164	Cass County Roads	Os-Ow	Mobile Facility
11-04-25-1165	“ “ “	Maint & Repair	Semco
11-04-25-1166	“ “ “	Service Conn	Semco
11-04-25-1167	“ “ “	Service Conn	Frontier
11-04-25-1168	“ “ “	Maint & Repair	Frontier
11-04-25-1170	“ “ “	Os-Ow	Lounsbury Exc.
11-04-25-1174	“ “ “	Os-Ow	Cripps Fontaine Exc

ADJOURNMENT

At 11:00 A.M., Bowser move to adjourn the meeting. Celie seconded and the motion was carried.

CHAIRMAN Leroy R. Krempec

CLERK Grace Chester

1-20-11 Minutes approved as presented by Board action.