

EATON COUNTY ROAD COMMISSION

February 10, 2026

Members present: Commissioners Eldred, Green, Kendall and Lamoreaux

Members absent: Commissioner Bott

Others present: Mathew Hannahs, Engineer-Manager; Patty Loosemore, Finance Director/Clerk, and Jeremiah Nelson, Superintendent

The meeting was called to order by Chair Eldred at 8:30 a.m.

The Chair inquired if there were any additions or deletions to the agenda. There were no additions or deletions to the agenda. Motion by Lamoreaux and seconded by Kendall to approve the agenda as presented. Motion carried.

The Chair asked if the minutes of the January 27, 2026, meeting were correct as presented. Motion by Lamoreaux and seconded by Green to approve January 27, 2026, minutes as presented. Motion carried.

Public comment: None

The following vouchers were presented:

a.	VO 23 (01-29-26)	Payroll	\$ 136,588.80
b.	VO 24 02-01-26)	Accounts Payable	127,774.80
c.	VO 25 (02-06-26)	Accounts Payable	78,665.61

Motion by Lamoreaux and seconded by Green to approve Vouchers 23, 24 and 25 with total expenditures of \$343,029.21. Roll call vote: Ayes: Eldred, Green, Kendall and Lamoreaux. Nays: None. Absent: Bott. Motion carried.

The Board reviewed and discussed the County Road Association (CRA) 2026-2027 Ballot for the open four-year seat on the CRA Board of Directors that represents the Southern Section. Motion by Lamoreaux and second by Green to nominate Ronald E. Kendall as a write-in for the CRA 2026-2027 Ballot for the open four-year seat on the CRA Board of Directors that represents the Southern Section. Motion carried.

The Board reviewed and discussed the Delta Township Agreement for Delta Mills to Hawk Pathway as presented by the Engineer-Manager with a recommendation that the Board approve the agreement. Motion by Green and second by Kendall to approve the Delta Township Agreement for Delta Mills to Hawk Pathway. Motion carried.

The Board reviewed and discussed the Asphalt Emulsion bid tabulations as presented by the Engineer-Manager and Superintendent with a recommendation that the bid be awarded to the two lowest bidders. Motion by Green and second by Kendall to award the Asphalt Emulsion to the two lowest bidders. Motion carried.

The request for Lawn Care bids had no bidders and will be rebid.

The Board reviewed and discussed the Grader Blade bid tabulations as presented by the Engineer-Manager and Superintendent with a recommendation that the bid be awarded to MacAllister Cat.

Motion by Lamoreaux and second by Kendall to award the Grader Blade bid to MacAllister Cat, being the low bidder. Motion carried.

The request for bid for dust control was retracted due to another year on the contract with the current contractor.

The Board reviewed and discussed the chip seal aggregate bid tabulations as presented by the Engineer-Manager and the Superintendent with a recommendation that the bids be awarded to the lowest bidder in each category for each material. Motion by Green and seconded by Kendall to award the chip seal aggregate bids to the lowest bidder in each category for each material. Motion carried.

The Board reviewed and discussed the cold patch bid tabulations as presented by the Engineer-Manager and the Superintendent with a recommendation that the bid be awarded to Lakeland Asphalt Corp. Motion by Lamoreaux and seconded by Kendall to award the cold patch bid to Lakeland Asphalt, being the low bidder. Motion carried.

The awarding of the aggregate resurfacing is postponed until the next February 24, 2026, Board Meeting.

The Board reviewed and discussed the MDOT Permit Resolution 2207B as presented by the Engineer-Manager with a recommendation that the Board pass the resolution as presented.

A motion was made by Commissioner James F. Green and seconded by Commissioner Ronald E. Kendall to pass the following resolution:

RESOLVED WHEREAS, the Eaton County Road Commission, 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.

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.

3. 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.
4. 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.
5. 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.
6. 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.
7. 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. Mathew Hannahs, Engineer-Manager and Erik Dehring, Director of Engineering.

Roll call vote: Ayes: Eldred, Green, Kendall and Lamoreaux. Nays: None. Absent: Bott. Motion carried. Resolution adopted.

Old Business: Consider adopting Ena Drive into the public system remains under old business.

Old Business: Consider a formal resolution for millage request. The Board reviewed and discussed the formal millage request to be sent to the County as presented by the Engineer-Manager, with a recommendation that the Board pass the resolution.

A motion was made by Commissioner James F. Green and seconded by Commissioner Timothy J. Lamoreaux:

- Whereas: The Eaton County Road Commission is charged by law with the duty to keep 1,174 miles of roads, which includes 782.5 miles of local roads, in reasonable repair so they will be reasonably safe and convenient for public travel; and
- Whereas: A road millage which began in 2015 has rehabilitated, restored, and resurfaced paved and gravel County Local Roads in Eaton County, and
- Whereas: Failure to perform preservation, preventative maintenance, drainage, and other necessary improvements on these roads allow them to deteriorate each year and return to poor condition; and
- Whereas: The Eaton County Road Commission does not receive sufficient Local Road funding to perform the preservation and maintenance necessary to effectively maintain Local Roads in fair to good condition, and
- Whereas: The Road Commission has no authority to initiate or require millages or other local or state funding which could be used to allow the Road Commission to perform the necessary preservation and maintenance; and
- Whereas: Our local roads require a multi-year and consistent preservation and maintenance effort if they are to remain reasonable safe and convenient for Eaton County residents who live on and travel over them.

NOW THEREFORE BE IT

Resolved: That the Eaton County Road Commission recommends and requests that the Board of Eaton County Commissioners take the necessary steps to place the question of a millage for Local Road Rehabilitation before the voters of Eaton County at the August 2026 election, such millage to be in the amount of 1.5000 mills and levied for a period of six years (2027 through 2032 inclusive) in order to accomplish only the following purposes:

1. Perform preservation, preventative maintenance, drainage, culvert and bridge repairs, and other necessary improvements paved and gravel County Local roads.
2. The application of dust control twice each year on all existing unpaved County Local Roads.

Resolved: That the Eaton County Road Commission and staff will assist the Board of Eaton County Commissioners with all available background information, technical materials, and financial data requested.

AND BE IT FINALLY

Resolved: That copies of this resolution be transmitted to the elected members and appropriate staff of the Board of Eaton County Commissioners.

This resolution carried on a roll call vote: Roll call vote: Ayes: Eldred, Green, Kendall and Lamoreaux.

Nays: None. Absent: Bott. Motion carried. Resolution adopted.

The Superintendent updated the Board on Maintenance Activities:

- Crews have been performing winter maintenance.
- Equipment maintenance has been ongoing.

- Building maintenance has been taking place.

The Engineer-Manager provided an update on the following items:

- The contractor has updated us regarding the Nixon Rd, from Davis Hwy to Mt Hope Hwy project. They do not anticipate starting back up until the weather breaks.
- Holt Hwy 's final submittal package has been submitted to MDOT for bid letting. The anticipated bid letting will be in April 2026.
- The Consultant continues to design the Millett Hwy project.
- We have scheduled a preconstruction meeting with Hoffman Bros. for February 17th for the 5 Point Hwy, Battle Creek River to Mauer Rd project.
- Working to get EGLE and EPA approvals for the 5 Point Hwy, Creepy Swamp project
- Bellevue Hwy, Brookfield Rd to Thuma Rd project plans have been submitted to MDOT for review.
- Webster Rd Bridge, the contractor, is planning to start construction Monday, February 16th. Webster Rd Bridge will close from Delta River Dr. to Old River Tr. Crews are installing traffic detour signs.

Correspondence: Brown Drain Petition Project letter and an email from Nashville Construction requesting payment for work where no record exists showing that the work was performed, and for work performed to correct an error caused by the Contractor not following the plans nor the direction of the Engineer.

Public comment: None

Commissioner Comments: None

The date and time of the next regular meeting will be Tuesday, February 24, 2026, at 6:00 p.m.

Motion by Kendall and seconded by Green to adjourn the meeting at 9:08 a.m. Motion carried.

Duane A. Eldred, Chairman

Patricia M. Loosemore, Clerk to the Board