



CITY COUNCIL

June 17, 2019

1. Call to Order - 7:00 P.M. - City Hall Council Chambers
2. Recitation - Pledge of Allegiance to the Flag of the United States of America
3. Roll Call
4. Consent Agenda – Adoption of a proposed resolution that would confirm approval of the following:
 - (a) June 3, 2019 regular session City Council meeting minutes
 - (b) Acknowledge receipt of a report concerning certain administrative transactions since June 3, 2019
5. Miscellaneous Public Comments
6. City Manager Updates
7. New Business
 - (a) Adoption of a proposed resolution that would approve 100% renewable energy powering the City's electric needs by 2040
 - (b) Authorization to approve the Municipal Curbside Recycling Service Agreement with Emmet County
 - (c) Adoption of two proposed resolutions that would adopt and implement a Local Agency Pavement Warranty Program as required by the State
8. City Council Comments
9. Adjournment



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: June 17, 2019

PREPARED: June 13, 2019

AGENDA SUBJECT: Consent Agenda Resolution

RECOMMENDATION: That the City Council approve this proposed resolution

The City Council will be asked to adopt a resolution that would approve the following consent agenda items:

- (1) Draft minutes of the June 3, 2019 regular session City Council meeting; and
- (2) Acknowledge receipt of a report from the City Manager concerning all checks that have been issued since June 3, 2019 for contract and vendor claims at \$658,660.38, intergovernmental claims at \$0, and the June 13 payroll at \$213,684.72 for a total of \$872,345.10.

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Enclosures



CITY COUNCIL

June 3, 2019

A regular meeting of the City of Petoskey City Council was held in the City Hall Council Chambers, Petoskey, Michigan, on Monday, June 3, 2019. This meeting was called to order at 7:00 P.M.; then, after a recitation of the Pledge of Allegiance to the Flag of the United States of America, a roll call then determined that the following were

Present: John Murphy, Mayor
Kate Marshall, City Councilmember
Suzanne Shumway, City Councilmember
Grant Dittmar, City Councilmember
Lindsey Walker, City Councilmember

Absent: None

Also in attendance were City Manager Robert Straebel, Clerk-Treasurer Alan Terry, Parks and Recreation Director Kendall Klingelsmith and Downtown Director Becky Goodman.

Consent Agenda - Resolution No. 19301

Following introduction of the consent agenda for this meeting of June 3, 2019, City Councilmember Dittmar moved that, seconded by City Councilmember Shumway adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby confirms that the draft minutes of the May 20, 2019 regular session City Council meeting be and are hereby approved; and

BE IT RESOLVED that receipt by the City Council of a report concerning all checks that had been issued since May 20, for contract and vendor claims at \$303,469.33 intergovernmental claims at \$7,839.25, and the May 30 payroll at \$206,033.18, for a total of \$517,341.76 be and is hereby acknowledged.

Said resolution was adopted by the following vote:

AYES: Marshall, Shumway, Dittmar, Walker, Murphy (5)

NAYS: None (0)

Hear Public Comment

Mayor Murphy asked for public comments and there was a comment concerning invasive species work and that there are knotweed issues in Petoskey; that there has been some treatment performed but the City needs much more work and should prioritize; that everyone spreads the knotweed through movement; and heard a comment from Wild Flowers Nursery owner concerning a need to dispose of sod at a City facility.

Hear City Manager Updates

The City Manager reported that in 2018 the State passed the Small Wireless Communication Facilities Deployment Act (Act 365) to increase investment in wireless networks and that a resolution and pole attachment agreement with proposed fees will be brought forward to City Council in the coming weeks; that MERS changed the rate of return and wage inflation assumptions and the 2018 Annual Actuarial Valuation Report will be available by the end of June;

that there is a public open house to receive feedback concerning the Darling Lot from 7:00-8:30 P.M., Thursday, June 6 in the Community Room; that staff is working with the LCC on a transfer of a redevelopment liquor license for the former Twisted Olive restaurant and that this type of license can be transferred to a new owner at the same location that the original license was issued and that the new restaurant Beacon Bistro has requested this transfer of license; that he met with Ric Evans, an energy specialist from the Groundworks Center, and Noah Marshall-Rashid to tour two sites for possible solar array projects and that the City landfill off of River and Howard Roads and the rooftop at City Hall and possibly the Lake Street Fire Station have great potential for a medium-sized solar array project; that he was asking for permission to miss the October 21, 2019 City Council meeting to attend the International City Manager's Association (ICMA) annual conference in Nashville; that staff is working on a renewal to the five-year recycling contract and that it will be on the next agenda; that the Great Lakes are at or approaching historic high water levels and have had minor electrical issues at the marina as a result of the high water levels and to better prepare for future changes in water levels, the Parks and Recreation Director has been in discussions with the DNR Waterways Commission on any possible grant funding to look into the feasibility of incorporating a flotation dock design at the marina; reported on dates and times of the Parks and Recreation Commission picnics; that 5:30 P.M., Friday, June 7, there is a ribbon cutting ceremony for the downtown bathrooms; that all US-31 southbound traffic is back on the highway with a small section of the Lake Street/US-31 intersection to be completed this week; that crews are installing a 10' wide expansion of the Little Traverse Wheelway from the pedestrian tunnel going east towards the retaining wall; and that over 450 adults and children attended the annual Public Safety Open House.

City Councilmembers concurred to look further into expansion of local solar projects.

Planning Commission Appointment – Resolution No. 19302

Mayor Murphy reviewed that City Council consider possible appointment to the Planning Commission.

City Councilmember Marshall moved that, seconded by City Councilmember Dittmar adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby approves the appointment of Robert Kronberg, 422 Grove Street, to the Planning Commission to fill a vacated term ending August 2021.

Said resolution was adopted by the following vote:

AYES: Marshall, Shumway, Dittmar, Walker, Murphy (5)

NAYS: None (0)

Tax Increment Finance Authority Board Appointment – Resolution No. 19303

Mayor Murphy reviewed that City Council consider possible appointment to the Tax Increment Finance Authority Board.

City Councilmember Shumway moved that, seconded by City Councilmember Walker adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby approves the appointment of Joseph Keedy, 504 Liberty Street, to the Tax Increment Finance Authority Board for a four-year term ending April 2023.

Said resolution was adopted by the following vote:

AYES: Marshall, Shumway, Dittmar, Walker, Murphy (5)

NAYS: None (0)

Adopt Ordinance 771 Concerning Fireworks – Resolution No. 19304

The City Manager reviewed that this was the second discussion of the proposed ordinance and that at the last Council meeting there was a question as to whether the City could regulate the type of fireworks allowed within the community. The City Manager further reported that cities cannot regulate the type of fireworks allowed in their jurisdictions; that State regulations govern the type of consumer and commercial fireworks allowed; and sky lanterns, which the City prohibited, are not considered a firework; and that the City amended the International Fire Code to prohibit sky lanterns in the community.

City Councilmembers inquired on the difference between commercial and consumer grade fireworks and the City Manager responded that he would investigate.

City Councilmember Dittmar moved that, seconded by City Councilmember Shumway adoption of the following ordinance:

AN ORDINANCE TO AMEND CHAPTER 10 OF THE PETOSKEY CODE OF ORDINANCES, FIRE PREVENTION AND CONTROL, REGARDING FIREWORKS IN THE CITY OF PETOSKEY

The City of Petoskey ordains:

SECTION 10-19 is hereby repealed in its entirety and replaced with the following provision 10-19:

Sec. 10-19. - Fireworks.

- (a) The term "firework" or "fireworks" means any composition or device, except for a starting pistol, a flare gun, or a flare, designed for the purpose of producing a visible or audible effect by combustion, deflagration, or detonation. Fireworks consist of consumer fireworks, low-impact fireworks, articles pyrotechnic, display fireworks, and special effects, as defined by the Michigan Fireworks Safety Act, Act 256 of 2011, as amended by Act 635 of 2018.
- (b) The sale, discharge, storage, transportation and distribution of fireworks in the City of Petoskey shall be governed by the Michigan Fireworks Safety Act; Act 256 of 2011, as amended by Act 635 of 2018.
- (c) The use of low impact fireworks, as defined in the Michigan Fireworks Safety Act of 2011, as amended by Act 635 of 2018, (ground and hand held sparkling devices) will be permitted year-round.
- (d) Use of Consumer fireworks, as defined in the Michigan Fireworks Safety Act, in the City of Petoskey is limited to and contingent on the following:
 - (1) Fireworks shall not be sold to a minor.
 - (2) No person under the age of 18 years shall buy, purchase, acquire or obtain any fireworks, as defined herein, within the city.
 - (3) No person under the age of 18 years shall use, possess, explode or cause to explode any fireworks unless under the presence of an adult, as defined herein, within the city.
 - (4) No person shall discharge, ignite, or use consumer fireworks or low-impact fireworks while under the influence of alcoholic liquor, a controlled substance, or a combination of alcoholic liquor and a controlled substance.
 - (5) A person shall not ignite, discharge, or use consumer fireworks on public property, school property, church property, or the property of another person without that organization's or person's express permission.
 - (6) The ignition, discharge, or use of consumer fireworks shall be limited to the following days after 11:00 A.M.:
 - (a) December 31 until 1 A.M. on January 1.
 - (b) The Saturday and Sunday immediately preceding Memorial Day until 11:45 P.M. on each of those days.
 - (c) June 29 to July 4 until 11:45 P.M. on each of those days.
 - (d) July 5, if that date is a Friday or Saturday, until 11:45 P.M.

(e) The Saturday and Sunday immediately preceding Labor Day until 11:45 P.M. on each of those days.

- (e) Upon application in writing to the City of Petoskey by any association or group of individuals for the public display of fireworks, the Director of Public Safety may grant permission for such display, subject to such conditions as the Director of Public Safety or his designee may impose to properly safeguard the public, both as to persons and property; and subject to the provisions of the Michigan Fireworks Safety Act, Act 256 of 2011, section 28.466.
- (f) Persons who violate a provision of this Code or fail to comply with any of the requirements thereof, shall be guilty of a municipal civil infraction and subject to the civil fines set forth in the schedule of civil fines in Ordinance No. 674, being the City of Petoskey's Municipal Civil Infraction Ordinance, as amended, and shall be subject to any other relief that may be imposed by a court for such conduct, which shall also be considered a nuisance per se. Each act of violation and each day upon which such violation occurs shall constitute a separate violation.

All other provisions of the Code of Ordinances not specifically amended shall remain in full force and effect.

Nothing in this ordinance shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby revised as cited in this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired, or affected by this ordinance.

If any of the standards set forth in this amendment conflict with any other standards of previous or further ordinances or amendments, the stricter standards shall apply.

All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this ordinance are, to the extent of such conflict, repealed.

The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

This ordinance shall take effect fifteen (15) days following its enactment and shall be published once within seven (7) days after its enactment as provided by Charter.

Said ordinance was adopted by the following vote:

AYES: Marshall, Shumway, Dittmar, Walker, Murphy (5)

NAYS: None (0)

Hear 2018 Action Plan Status Report

The City Manager reviewed that at the May 20 City Council meeting he would bring forward a status report of the 2018 Action Plan that City Council approved on July 16, 2018. The City Manager reviewed each goal and its strategies; that some strategies have been accomplished or significant progress is currently underway; and was asking how City Council wanted to proceed whether to do nothing, update the current 2018 Action Plan this summer or fall, or schedule a 2020 update with a facilitator.

City Councilmembers discussed timing of the process and concurred to conduct a special meeting after summer to discuss action plan.

Approve Grant for Solanus Mission Beach Improvements – Resolution No. 19305

The Parks and Recreation Director reviewed that staff along with Beckett and Raeder is preparing a planning grant application for proposed improvements to the Solanus Mission Beach area. The Director further reviewed that the planning grant application will cover up to 50% for feasibility studies, community engagement and other planning partners; that the Coastal Healthy Habitat, Waters and Communities is an opportunity through the Michigan Coastal Management Program that focuses on protecting coastal native vegetation, wildlife, water quality, erosion control while improving connections to the coast for public use and enjoyment; reviewed partners in the planning process; reviewed project costs; that the Parks and Recreation Commission held a public meeting on January 14 to receive public comments; and that the Parks and Recreation Commission adopted a resolution on May 13 supporting the project and requested City Council support the submission of the grant application.

Mayor Murphy asked for public comments and heard a comment on invasive species and that it will be a continued issue, but nothing severe; that improvements in that area are good for native plants; that there are high water levels in that area so why would the City invest in any improvements; and that the City should move forward in treating invasive species.

City Councilmember Marshall moved that, seconded by City Councilmember Walker adoption of the following resolution:

WHEREAS, the City of Petoskey desires to improve Solanus Mission Beach area; and

WHEREAS, the undeveloped portion of Solanus Mission Beach is not accessible to the public and is in need of passive recreational opportunities; and

WHEREAS, the Solanus Mission Beach contributes to the goals and objectives identified in the 2018-2022 City of Petoskey's Parks and Recreation Master Plan, outlining the need and the desire to improve water accessibility; and

WHEREAS, funding is available from the U.S. Department of Commerce through the Coastal Management Program; and

WHEREAS, request that the City Council consider committing up to 50% local match, that being \$10,000, toward the planning grant which are estimated at \$20,000; and

WHEREAS, the City of Petoskey Parks and Recreation Commission supports the submission of the planning grant through the Coastal Management Program to improve access to the Solanus Mission Beach area and commit to undertake this project, if funded, and commit to the project match and authorize Robert Straebel, City Manager, or his designee to serve as the City's representative for this project:

NOW, THEREFORE, BE IT RESOLVED, that the City of Petoskey City Council hereby authorizes Robert Straebel, City Manager, or his designee to serve as the City's representative for this project, authorize the submission of the application and request that Coastal Management grant program consider approval for planning of Solanus Mission Beach improvement project and provide grant funding in the amount of \$20,000.

Said resolution was adopted by the following vote:

AYES: Marshall, Shumway, Dittmar, Walker, Murphy (5)

NAYS: None (0)

Approve Project Agreement Concerning Iron Belle Bear River Bridge – Resolution No. 19306

The Parks and Recreation Director reviewed that the State recently approved funding through the Department of Natural Resources Trust Fund to the City Iron Belle Trail Bear River Bridge project in the amount of \$83,000 which is 50% of the total cost. The Director further reviewed that the City will contribute a 50% match of \$83,000 for a total project cost of \$166,000; that the bridge will connect the North Country Trail on the east side of the Bear River at North Central Michigan College and the west side at the River Road Sports Complex; reviewed bridge specifications; that there has been extensive fundraising efforts being made by the North Country Trail Association and the City that will be used as matching funds; and that there is currently \$42,500 raised.

Mayor Murphy asked for public comments and heard a comment that this is a great project and the entire matching cost is covered by outside sources.

City Councilmember Marshall moved that, seconded by City Councilmember Shumway adoption of the following resolution:

WHEREAS, the City of Petoskey City Council desires to enhance recreational and non-motorized trail opportunities within its Iron Belle Trail Bear River Bridge; and

WHEREAS, this Iron Belle Trail Bear River Bridge project would include an accessible bridge, boardwalk, and site work at an estimated project cost of \$166,000; and

WHEREAS, the Iron Belle Trail Bear River Bridge contributes to the goals and objectives identified in the 2013-2017 and 2018-2022 City of Petoskey's Parks and Recreation Master Plan, outlining the need and the desire to develop this linear park system; and

WHEREAS, the State of Michigan Department of Natural Resources has recommended the City of Petoskey's Iron Belle Trail Bear River Bridge project for funding assistance through the Michigan Natural Resources Trust Fund for park development projects contributing to the goals and objectives identified within the municipality's approved Parks and Recreation Master Plan; and

WHEREAS, the City of Petoskey has funds budgeted to commit up to 50% local match, that being \$83,000, toward these improvements which are estimated at \$166,000:

NOW, THEREFORE, BE IT RESOLVED, the City of Petoskey City Council does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of Petoskey does hereby specifically agree, but not by way of limitation, to authorize the City Manager, or his designee, to serve as the City of Petoskey's representative for the project.

Said resolution was adopted by the following vote:

AYES: Marshall, Shumway, Dittmar, Walker, Murphy (5)

NAYS: None (0)

Council Comments

Mayor Murphy asked for Council comments and City Councilmember Marshall commented that the City has an ordinance on plantings within the greenbelt and inquired on how plantings were determined. Mayor Murphy reported that the Little Traverse Bay Crop Walk is 9:00 A.M., this Saturday and that he has been in contact with Senator Schmidt and Representative Chatfield concerning short-term rentals.

There being no further business to come before the City Council, this June 3, 2019, meeting of the City Council adjourned at 8:15 P.M.

John Murphy, Mayor

Alan Terry, Clerk-Treasurer

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
05/19	05/31/2019	84826	Walker, Lindsey	101-101-860.000	105.25- V
06/19	06/05/2019	84913	5H Irrigation & Maintenance	101-528-802.000	4,165.00
06/19	06/05/2019	84913	5H Irrigation & Maintenance	202-467-802.000	117.50
06/19	06/05/2019	84914	Alliance Beverage Distributing	248-540-882.210	298.35
06/19	06/05/2019	84915	Alliance Entertainment	271-790-761.000	55.98
06/19	06/05/2019	84915	Alliance Entertainment	271-790-761.100	127.20
06/19	06/05/2019	84915	Alliance Entertainment	271-790-761.000	140.47
06/19	06/05/2019	84916	All-Phase Electric Supply	101-770-775.000	175.64
06/19	06/05/2019	84916	All-Phase Electric Supply	101-770-775.000	12.18
06/19	06/05/2019	84916	All-Phase Electric Supply	101-268-775.000	21.98
06/19	06/05/2019	84916	All-Phase Electric Supply	582-590-775.000	28.82
06/19	06/05/2019	84917	Alro Steel Corporation	661-598-932.000	117.70
06/19	06/05/2019	84918	American Waste	582-593-775.000	167.83
06/19	06/05/2019	84918	American Waste	582-586-775.000	167.84
06/19	06/05/2019	84918	American Waste	592-554-775.000	167.83
06/19	06/05/2019	84918	American Waste	101-773-775.000	16.04
06/19	06/05/2019	84918	American Waste	101-265-775.000	16.04
06/19	06/05/2019	84918	American Waste	101-770-775.000	16.05
06/19	06/05/2019	84918	American Waste	101-754-775.000	16.04
06/19	06/05/2019	84918	American Waste	101-770-802.000	18.10
06/19	06/05/2019	84918	American Waste	101-756-802.000	7.41
06/19	06/05/2019	84918	American Waste	101-789-802.000	8.23
06/19	06/05/2019	84918	American Waste	101-754-802.000	18.93
06/19	06/05/2019	84918	American Waste	101-268-802.000	11.52
06/19	06/05/2019	84918	American Waste	101-265-802.000	18.10
06/19	06/05/2019	84919	AMERIGAS	101-770-775.000	17.67
06/19	06/05/2019	84920	AT&T	101-172-850.000	409.00
06/19	06/05/2019	84920	AT&T	101-201-850.000	218.14
06/19	06/05/2019	84920	AT&T	101-208-850.000	136.33
06/19	06/05/2019	84920	AT&T	101-257-850.000	136.33
06/19	06/05/2019	84920	AT&T	101-215-850.000	109.07
06/19	06/05/2019	84920	AT&T	101-345-850.000	299.95
06/19	06/05/2019	84920	AT&T	101-400-850.000	136.33
06/19	06/05/2019	84920	AT&T	101-756-850.000	163.60
06/19	06/05/2019	84920	AT&T	101-441-850.000	245.40
06/19	06/05/2019	84920	AT&T	204-481-850.000	81.80
06/19	06/05/2019	84920	AT&T	204-481-850.000	81.80
06/19	06/05/2019	84920	AT&T	582-588-850.000	272.67
06/19	06/05/2019	84920	AT&T	582-593-850.000	109.07
06/19	06/05/2019	84920	AT&T	592-549-850.000	163.60
06/19	06/05/2019	84920	AT&T	592-560-850.000	163.60
06/19	06/05/2019	84920	AT&T	592-560-850.000	177.74
06/19	06/05/2019	84920	AT&T	592-560-850.000	140.91
06/19	06/05/2019	84920	AT&T	592-558-920.000	181.28
06/19	06/05/2019	84920	AT&T	592-538-850.000	177.74
06/19	06/05/2019	84920	AT&T	592-538-850.000	178.88
06/19	06/05/2019	84921	Ballard's Plumbing & Heating	101-770-802.000	102.71
06/19	06/05/2019	84922	Beckett & Raeder Inc.	582-588-802.000	2,755.00
06/19	06/05/2019	84922	Beckett & Raeder Inc.	204-481-802.000	3,190.00
06/19	06/05/2019	84922	Beckett & Raeder Inc.	204-481-802.000	1,980.00
06/19	06/05/2019	84923	Beyond the Scoreboard	101-756-880.000	250.00
06/19	06/05/2019	84924	Blarney Castle Oil Co.	101-789-772.000	4,430.18

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
06/19	06/05/2019	84924	Blarney Castle Oil Co.	101-789-772.000	8,467.89
06/19	06/05/2019	84925	BOYNE CITY TIRE & BRAKE	661-598-932.000	549.84
06/19	06/05/2019	84925	BOYNE CITY TIRE & BRAKE	661-598-932.000	549.84
06/19	06/05/2019	84925	BOYNE CITY TIRE & BRAKE	661-598-932.000	331.68
06/19	06/05/2019	84925	BOYNE CITY TIRE & BRAKE	661-598-932.000	549.84- V
06/19	06/05/2019	84925	BOYNE CITY TIRE & BRAKE	661-598-932.000	549.84- V
06/19	06/05/2019	84925	BOYNE CITY TIRE & BRAKE	661-598-932.000	331.68- V
06/19	06/05/2019	84926	BUCK'S BODY REPAIR INC.	661-020-142.000	2,958.00
06/19	06/05/2019	84927	Carter's Imagewear & Awards	101-789-767.000	118.00
06/19	06/05/2019	84927	Carter's Imagewear & Awards	101-345-775.000	220.00
06/19	06/05/2019	84928	Cintas Corp #729	582-593-802.000	29.77
06/19	06/05/2019	84928	Cintas Corp #729	204-481-767.000	55.14
06/19	06/05/2019	84928	Cintas Corp #729	582-588-767.000	55.37
06/19	06/05/2019	84928	Cintas Corp #729	592-560-767.000	28.40
06/19	06/05/2019	84928	Cintas Corp #729	592-549-767.000	28.40
06/19	06/05/2019	84928	Cintas Corp #729	101-268-802.000	14.79
06/19	06/05/2019	84928	Cintas Corp #729	592-554-802.000	43.28
06/19	06/05/2019	84928	Cintas Corp #729	204-481-767.000	55.14
06/19	06/05/2019	84928	Cintas Corp #729	582-588-767.000	55.37
06/19	06/05/2019	84928	Cintas Corp #729	592-560-767.000	28.40
06/19	06/05/2019	84928	Cintas Corp #729	592-549-767.000	28.40
06/19	06/05/2019	84928	Cintas Corp #729	101-268-802.000	14.79
06/19	06/05/2019	84928	Cintas Corp #729	582-593-802.000	29.77
06/19	06/05/2019	84928	Cintas Corp #729	204-481-767.000	55.14
06/19	06/05/2019	84928	Cintas Corp #729	582-588-767.000	55.37
06/19	06/05/2019	84928	Cintas Corp #729	592-560-767.000	28.40
06/19	06/05/2019	84928	Cintas Corp #729	592-549-767.000	28.40
06/19	06/05/2019	84928	Cintas Corp #729	592-554-802.000	43.28
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	101-265-920.000	1,206.14
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	101-268-920.000	1,211.61
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	101-345-920.000	3,059.05
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	101-345-920.100	423.95
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	101-754-920.000	26.54
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	101-770-920.000	1,725.79
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	101-773-920.000	454.95
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	101-789-920.000	1,285.17
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	202-160-920.000	357.00
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	204-448-920.000	2,700.00
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	271-790-920.000	2,683.52
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	514-587-802.100	49.55
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	514-587-920.000	99.51
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	582-586-920.000	61.55
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	582-593-920.000	1,361.52
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	592-538-920.000	8,689.90
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	592-542-920.000	61.56
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	592-551-920.000	17,405.86
06/19	06/05/2019	84929	CITY TREAS. FOR UTILITY BILLS	592-555-920.000	1,346.43
06/19	06/05/2019	84930	Complete Paint & Supplies	101-265-775.000	15.99
06/19	06/05/2019	84930	Complete Paint & Supplies	101-773-775.000	89.88
06/19	06/05/2019	84930	Complete Paint & Supplies	101-773-775.000	43.50
06/19	06/05/2019	84930	Complete Paint & Supplies	101-789-775.000	95.75
06/19	06/05/2019	84930	Complete Paint & Supplies	101-773-775.000	199.50

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06/19	06/05/2019	84930	Complete Paint & Supplies	101-265-775.000	25.00
06/19	06/05/2019	84931	Contractors Supply Inc.	202-479-802.000	519.41
06/19	06/05/2019	84931	Contractors Supply Inc.	202-479-802.000	519.41- V
06/19	06/05/2019	84932	David L Hoffman Landscaping & Nursery	101-789-802.000	695.50
06/19	06/05/2019	84932	David L Hoffman Landscaping & Nursery	204-470-802.000	17,486.00
06/19	06/05/2019	84932	David L Hoffman Landscaping & Nursery	202-467-802.000	404.50
06/19	06/05/2019	84932	David L Hoffman Landscaping & Nursery	204-470-802.000	331.00
06/19	06/05/2019	84933	Davis, Jeff	582-588-912.000	221.56
06/19	06/05/2019	84934	Derrer Oil Co.	661-598-759.000	2,200.90
06/19	06/05/2019	84935	Dunkel Excavating Services Inc.	202-469-802.000	337.50
06/19	06/05/2019	84936	Dunn's Business Solutions	204-481-751.000	5.83
06/19	06/05/2019	84936	Dunn's Business Solutions	582-593-751.000	5.83
06/19	06/05/2019	84936	Dunn's Business Solutions	582-588-751.000	5.83
06/19	06/05/2019	84936	Dunn's Business Solutions	592-549-751.000	5.82
06/19	06/05/2019	84936	Dunn's Business Solutions	592-560-751.000	5.82
06/19	06/05/2019	84936	Dunn's Business Solutions	661-598-751.000	5.82
06/19	06/05/2019	84936	Dunn's Business Solutions	204-481-751.000	23.37
06/19	06/05/2019	84936	Dunn's Business Solutions	582-593-751.000	23.37
06/19	06/05/2019	84936	Dunn's Business Solutions	582-588-751.000	23.37
06/19	06/05/2019	84936	Dunn's Business Solutions	592-549-751.000	23.37
06/19	06/05/2019	84936	Dunn's Business Solutions	592-560-751.000	23.37
06/19	06/05/2019	84936	Dunn's Business Solutions	661-598-751.000	23.36
06/19	06/05/2019	84936	Dunn's Business Solutions	101-268-775.000	197.80
06/19	06/05/2019	84937	EJ USA Inc.	204-010-111.000	511.88
06/19	06/05/2019	84937	EJ USA Inc.	204-010-111.000	148.33
06/19	06/05/2019	84938	Empiric Solutions Inc.	101-228-802.000	8,654.00
06/19	06/05/2019	84939	Englebrecht, Robert	101-257-802.100	3,750.00
06/19	06/05/2019	84940	Fastenal Company	101-789-775.000	71.90
06/19	06/05/2019	84940	Fastenal Company	101-789-775.000	86.25
06/19	06/05/2019	84941	Five Star Screen Printing Plus	101-770-767.000	180.00
06/19	06/05/2019	84941	Five Star Screen Printing Plus	101-770-767.000	400.00
06/19	06/05/2019	84941	Five Star Screen Printing Plus	101-756-808.120	605.00
06/19	06/05/2019	84941	Five Star Screen Printing Plus	101-756-808.120	500.00
06/19	06/05/2019	84941	Five Star Screen Printing Plus	101-756-808.120	885.00
06/19	06/05/2019	84941	Five Star Screen Printing Plus	101-770-767.000	498.00
06/19	06/05/2019	84941	Five Star Screen Printing Plus	101-770-767.000	30.00
06/19	06/05/2019	84941	Five Star Screen Printing Plus	101-756-808.010	255.00
06/19	06/05/2019	84941	Five Star Screen Printing Plus	101-756-808.010	375.00
06/19	06/05/2019	84942	Gibby's Garage	101-770-802.000	68.00
06/19	06/05/2019	84942	Gibby's Garage	203-475-802.000	34.00
06/19	06/05/2019	84942	Gibby's Garage	582-593-930.000	102.00
06/19	06/05/2019	84942	Gibby's Garage	661-598-931.000	272.00
06/19	06/05/2019	84942	Gibby's Garage	661-598-932.000	918.00
06/19	06/05/2019	84942	Gibby's Garage	661-598-931.000	170.00
06/19	06/05/2019	84942	Gibby's Garage	661-598-932.000	306.00
06/19	06/05/2019	84942	Gibby's Garage	582-593-930.000	136.00
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-789-775.000	59.58
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-789-775.000	119.67
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-770-775.000	187.76
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-770-775.000	33.83
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-773-775.000	138.75
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-773-775.000	229.71

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06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-773-775.000	165.90
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-773-775.000	285.72
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-773-775.000	115.90
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-770-775.000	14.36
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-770-775.000	11.57
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	592-551-775.000	4.53
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-770-775.000	50.33
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-789-775.000	40.77
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-770-775.000	167.06
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-770-775.000	18.09
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-789-775.000	294.18
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-789-775.000	7.44
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	592-558-775.000	20.84
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	202-469-775.000	162.89
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-770-775.000	5.59
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-268-775.000	21.52
06/19	06/05/2019	84943	Great Lakes Pipe & Supply	101-770-775.000	39.51
06/19	06/05/2019	84944	Haley's Plumbing & Heating	582-593-802.000	298.79
06/19	06/05/2019	84944	Haley's Plumbing & Heating	101-789-802.000	168.15
06/19	06/05/2019	84944	Haley's Plumbing & Heating	101-770-802.000	141.45
06/19	06/05/2019	84945	Harbor Springs Excavating	204-010-111.000	2,000.00
06/19	06/05/2019	84946	Harrell's LLC	101-770-775.000	65.00
06/19	06/05/2019	84947	Hyde Services LLC	661-598-932.000	189.90
06/19	06/05/2019	84948	J&P ATM Site Experts LLC	101-262-751.000	737.00
06/19	06/05/2019	84949	Johnstone Supply #234	101-789-775.000	8.16
06/19	06/05/2019	84950	Kelts Co. Inc.	271-790-930.000	5,534.00
06/19	06/05/2019	84951	KSS Enterprises	101-770-775.000	73.56
06/19	06/05/2019	84952	La Crosse Seed	204-010-111.000	2,875.00
06/19	06/05/2019	84953	LATITUDE 45	101-789-985.000	1,194.41
06/19	06/05/2019	84954	MEYERSON, VALERIE	271-790-880.000	84.28
06/19	06/05/2019	84954	MEYERSON, VALERIE	271-790-912.000	562.00
06/19	06/05/2019	84955	Michigan Officeways Inc.	101-201-751.000	13.69
06/19	06/05/2019	84956	MICPA	101-215-915.000	410.00
06/19	06/05/2019	84957	Midwest Tape	271-790-761.000	139.96
06/19	06/05/2019	84958	Nixon, Delbert	248-540-882.210	150.00
06/19	06/05/2019	84959	North Country Publishing Corp.	248-739-880.200	225.00
06/19	06/05/2019	84960	Northern Lights	101-756-767.000	102.00
06/19	06/05/2019	84961	Oliver Enterprises	101-265-970.000	1,100.00
06/19	06/05/2019	84962	Performance Painting	514-587-802.000	2,600.00
06/19	06/05/2019	84963	Personal Graphics Inc.	101-756-808.110	686.00
06/19	06/05/2019	84964	Petoskey Parts Plus	661-598-932.000	127.83
06/19	06/05/2019	84965	Petoskey Regional Chamber	514-587-912.000	15.00
06/19	06/05/2019	84966	Pontius Flower Shop, A.R.	514-587-802.100	124.25
06/19	06/05/2019	84967	Power Line Supply	582-593-785.000	1,212.00
06/19	06/05/2019	84967	Power Line Supply	582-010-111.000	228.00
06/19	06/05/2019	84967	Power Line Supply	582-593-785.000	144.00
06/19	06/05/2019	84967	Power Line Supply	582-586-775.000	199.80
06/19	06/05/2019	84967	Power Line Supply	582-586-775.000	288.96
06/19	06/05/2019	84967	Power Line Supply	582-586-775.000	45.00
06/19	06/05/2019	84968	R.W. MERCER CO INC.	101-789-802.000	299.87
06/19	06/05/2019	84969	Rieth-Riley Construction Co	592-544-802.000	449.18
06/19	06/05/2019	84970	Royal Tire	661-598-931.000	64.90

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06/19	06/05/2019	84970	Royal Tire	661-598-931.000	51.96
06/19	06/05/2019	84971	Scientific Brake & Equipment	661-598-932.000	383.84
06/19	06/05/2019	84971	Scientific Brake & Equipment	661-598-932.000	268.11-
06/19	06/05/2019	84972	Sign & Design	661-598-932.000	62.00
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-789-775.000	581.43
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-756-775.000	25.67
06/19	06/05/2019	84973	SiteOne Landscape Supply	514-587-970.000	6.32
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	242.82
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	18.65
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	55.20
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	206.40
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	114.69
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	70.86
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-754-775.000	119.93
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	83.05
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	379.22
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	242.82
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	38.00
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-754-775.000	4.41
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-754-775.000	104.62
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	936.00
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	39.04
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	30.57
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	29.00
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	1.22
06/19	06/05/2019	84973	SiteOne Landscape Supply	101-770-775.000	106.40
06/19	06/05/2019	84974	Spectrum Business	582-588-850.000	84.99
06/19	06/05/2019	84974	Spectrum Business	582-588-850.000	84.99
06/19	06/05/2019	84975	STAFFORD'S PERRY HOTEL	248-739-886.100	360.00
06/19	06/05/2019	84975	STAFFORD'S PERRY HOTEL	514-587-912.000	500.00
06/19	06/05/2019	84976	Standard Electric Company	582-586-775.000	130.56
06/19	06/05/2019	84976	Standard Electric Company	582-586-775.000	47.65
06/19	06/05/2019	84976	Standard Electric Company	582-586-775.000	235.95
06/19	06/05/2019	84976	Standard Electric Company	582-586-775.000	288.03
06/19	06/05/2019	84976	Standard Electric Company	582-590-775.000	101.96
06/19	06/05/2019	84976	Standard Electric Company	582-590-775.000	101.96
06/19	06/05/2019	84976	Standard Electric Company	582-593-785.000	43.86
06/19	06/05/2019	84976	Standard Electric Company	582-593-785.000	15.26
06/19	06/05/2019	84976	Standard Electric Company	101-268-775.000	198.02
06/19	06/05/2019	84977	Staples Advantage	101-201-751.000	9.21
06/19	06/05/2019	84977	Staples Advantage	101-208-751.000	74.04
06/19	06/05/2019	84977	Staples Advantage	101-345-751.000	41.56
06/19	06/05/2019	84977	Staples Advantage	101-756-775.000	20.28
06/19	06/05/2019	84977	Staples Advantage	101-770-751.000	20.28
06/19	06/05/2019	84977	Staples Advantage	101-215-751.000	510.55
06/19	06/05/2019	84977	Staples Advantage	101-345-751.000	36.27
06/19	06/05/2019	84977	Staples Advantage	592-560-751.000	7.59
06/19	06/05/2019	84977	Staples Advantage	101-345-751.000	36.27
06/19	06/05/2019	84978	Summit Companies	101-345-802.100	486.40
06/19	06/05/2019	84979	Swank Movie Licensing USA	248-540-882.210	423.00
06/19	06/05/2019	84980	Tailor Shop, The	101-770-775.000	60.00
06/19	06/05/2019	84981	Thru Glass Window Cleaning	514-587-802.100	25.00

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06/19	06/05/2019	84982	Traffic & Safety Control Systems Inc.	514-587-802.000	81.00
06/19	06/05/2019	84983	Trophy Case, The	101-345-781.000	35.00
06/19	06/05/2019	84984	T-SHIRT EXPRESS	101-345-775.000	225.00
06/19	06/05/2019	84985	UNIQUE PAVING MATERIALS CORP.	204-010-111.000	5,622.74
06/19	06/05/2019	84986	US Chess Federation	271-790-760.400	18.00
06/19	06/05/2019	84987	USA Softball of Michigan	101-756-808.120	400.00
06/19	06/05/2019	84988	Van's Business Machines	514-587-802.000	176.68
06/19	06/05/2019	84989	Windemuller	592-558-802.000	751.28
06/19	06/05/2019	84989	Windemuller	592-537-802.000	344.00
06/19	06/06/2019	84992	First National Bank Omaha	101-400-912.000	265.39
06/19	06/06/2019	84992	First National Bank Omaha	661-598-759.000	42.57
06/19	06/06/2019	84992	First National Bank Omaha	101-770-912.000	20.00
06/19	06/06/2019	84992	First National Bank Omaha	101-400-912.000	20.00
06/19	06/06/2019	84992	First National Bank Omaha	101-172-860.000	85.00
06/19	06/06/2019	84992	First National Bank Omaha	101-101-860.000	142.00
06/19	06/06/2019	84992	First National Bank Omaha	592-554-775.000	479.94
06/19	06/06/2019	84992	First National Bank Omaha	101-172-751.000	100.00
06/19	06/06/2019	84992	First National Bank Omaha	101-265-775.000	44.85
06/19	06/06/2019	84992	First National Bank Omaha	101-789-912.000	295.00
06/19	06/06/2019	84992	First National Bank Omaha	582-588-912.000	434.30
06/19	06/06/2019	84992	First National Bank Omaha	661-598-759.000	44.30
06/19	06/06/2019	84992	First National Bank Omaha	271-790-912.000	543.81
06/19	06/06/2019	84992	First National Bank Omaha	271-790-905.000	502.93
06/19	06/06/2019	84992	First National Bank Omaha	271-790-915.000	30.00
06/19	06/06/2019	84992	First National Bank Omaha	271-790-964.000	112.28
06/19	06/06/2019	84992	First National Bank Omaha	271-790-958.000	217.55
06/19	06/06/2019	84992	First National Bank Omaha	271-790-958.100	92.97
06/19	06/06/2019	84992	First National Bank Omaha	271-790-760.400	35.00
06/19	06/06/2019	84992	First National Bank Omaha	271-790-958.200	49.08
06/19	06/06/2019	84992	First National Bank Omaha	271-790-986.000	262.74
06/19	06/06/2019	84992	First National Bank Omaha	204-010-111.000	296.96
06/19	06/06/2019	84992	First National Bank Omaha	661-020-142.000	1,200.06
06/19	06/06/2019	84992	First National Bank Omaha	101-345-783.000	13.23
06/19	06/06/2019	84992	First National Bank Omaha	101-345-915.000	25.00
06/19	06/06/2019	84992	First National Bank Omaha	101-345-986.000	62.30
06/19	06/06/2019	84992	First National Bank Omaha	101-345-913.000	188.27
06/19	06/06/2019	84992	First National Bank Omaha	101-345-912.000	81.54
06/19	06/06/2019	84992	First National Bank Omaha	101-345-751.000	84.85
06/19	06/06/2019	84992	First National Bank Omaha	101-345-775.000	23.00
06/19	06/06/2019	84992	First National Bank Omaha	248-739-880.200	149.32
06/19	06/06/2019	84992	First National Bank Omaha	514-587-775.000	8.75
06/19	06/06/2019	84992	First National Bank Omaha	248-540-882.210	50.00
06/19	06/06/2019	84992	First National Bank Omaha	514-587-802.100	59.55
06/19	06/06/2019	84992	First National Bank Omaha	592-549-915.000	355.33
06/19	06/06/2019	84992	First National Bank Omaha	592-553-775.000	13.94
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	101-770-775.000	10.55
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-010-111.000	47.57
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	101-770-775.000	28.68
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-931.000	1.53
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	118.15
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	18.00-
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	15.88

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06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	4.43
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	11.09
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-010-111.000	5.29
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-785.000	34.18
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	36.63
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-785.000	4.19
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	101-770-775.000	18.00
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	29.87
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	101-770-775.000	2.45
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	101-770-775.000	10.50
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-931.000	60.15
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-931.000	13.70
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	7.54
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	15.88
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-785.000	8.30
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	42.14
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	73.61
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-785.000	28.55
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	25.26
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	10.61
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	73.47
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-010-111.000	62.51
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	243.96
06/19	06/06/2019	84993	Fochtman's Auto & Truck Parts	661-598-932.000	63.66
06/19	06/12/2019	85004	Dunn's Business Solutions	101-268-970.000	6,034.00
06/19	06/12/2019	85005	5H Irrigation & Maintenance	101-770-802.000	2,044.68
06/19	06/12/2019	85005	5H Irrigation & Maintenance	101-770-802.000	437.34
06/19	06/12/2019	85005	5H Irrigation & Maintenance	101-770-802.000	269.90
06/19	06/12/2019	85006	ACH-CHILD SUPPORT	701-000-230.160	160.23
06/19	06/12/2019	85007	ACH-EFTPS	701-000-230.100	20,862.51
06/19	06/12/2019	85007	ACH-EFTPS	701-000-230.200	12,970.38
06/19	06/12/2019	85007	ACH-EFTPS	701-000-230.200	12,970.38
06/19	06/12/2019	85007	ACH-EFTPS	701-000-230.200	3,033.41
06/19	06/12/2019	85007	ACH-EFTPS	701-000-230.200	3,033.41
06/19	06/12/2019	85008	ACH-ICMA 457	701-000-230.700	1,963.24
06/19	06/12/2019	85008	ACH-ICMA 457	701-000-230.700	4,924.23
06/19	06/12/2019	85009	Adams, Mary	271-790-958.000	250.00
06/19	06/12/2019	85010	Advanced Turf Solutions Inc.	101-756-778.000	501.60
06/19	06/12/2019	85011	All-Phase Electric Supply	101-770-802.000	206.91
06/19	06/12/2019	85011	All-Phase Electric Supply	582-586-775.000	5.52
06/19	06/12/2019	85012	AT&T	582-593-850.000	126.64
06/19	06/12/2019	85013	Atchison Paper & Supply	271-790-751.000	45.48
06/19	06/12/2019	85014	Benchmark Engineering Inc.	592-549-802.000	410.75
06/19	06/12/2019	85014	Benchmark Engineering Inc.	592-560-802.000	410.75
06/19	06/12/2019	85014	Benchmark Engineering Inc.	204-444-802.000	593.00
06/19	06/12/2019	85015	BOYNE CITY TIRE & BRAKE	661-598-932.000	549.84
06/19	06/12/2019	85015	BOYNE CITY TIRE & BRAKE	661-598-932.000	549.84
06/19	06/12/2019	85015	BOYNE CITY TIRE & BRAKE	661-598-932.000	331.68
06/19	06/12/2019	85016	Bradford Master Dry Cleaners	101-345-775.000	326.06
06/19	06/12/2019	85017	Char-Em United Way	701-000-230.800	81.75
06/19	06/12/2019	85018	Chemco Products Inc.	592-551-783.000	5,065.30
06/19	06/12/2019	85018	Chemco Products Inc.	592-551-783.000	5,934.80

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
06/19	06/12/2019	85019	COLLICK, STEVEN	592-549-915.000	49.30
06/19	06/12/2019	85020	Complete Paint & Supplies	101-265-775.000	25.00
06/19	06/12/2019	85020	Complete Paint & Supplies	101-773-775.000	158.30
06/19	06/12/2019	85020	Complete Paint & Supplies	101-773-775.000	194.00
06/19	06/12/2019	85020	Complete Paint & Supplies	101-770-931.000	12.24
06/19	06/12/2019	85020	Complete Paint & Supplies	101-773-775.000	44.94
06/19	06/12/2019	85020	Complete Paint & Supplies	582-586-775.000	11.98
06/19	06/12/2019	85020	Complete Paint & Supplies	101-770-931.000	104.18
06/19	06/12/2019	85020	Complete Paint & Supplies	101-773-775.000	89.88
06/19	06/12/2019	85021	Consumers Energy	582-584-802.000	3,812.50
06/19	06/12/2019	85022	Dinon Law PLLC	101-266-802.000	1,503.50
06/19	06/12/2019	85023	Drost Landscape	204-470-802.000	3,773.00
06/19	06/12/2019	85024	Dunkel Excavating Services Inc.	202-469-802.000	270.00
06/19	06/12/2019	85024	Dunkel Excavating Services Inc.	202-479-802.000	405.00
06/19	06/12/2019	85024	Dunkel Excavating Services Inc.	202-469-802.000	760.00
06/19	06/12/2019	85025	Eddington, Elizabeth A	271-790-802.000	324.80
06/19	06/12/2019	85026	EJ USA Inc.	592-010-111.000	713.51
06/19	06/12/2019	85026	EJ USA Inc.	592-547-775.000	230.98
06/19	06/12/2019	85027	Emmet Co. Dept of Public Works	101-529-802.000	6,277.30
06/19	06/12/2019	85028	Environmental Resource Assoc.	592-553-801.000	153.35
06/19	06/12/2019	85028	Environmental Resource Assoc.	592-553-801.000	402.37
06/19	06/12/2019	85029	Etna Supply	582-010-111.000	7,075.00
06/19	06/12/2019	85029	Etna Supply	582-010-111.000	2,250.00
06/19	06/12/2019	85029	Etna Supply	101-770-802.000	432.86
06/19	06/12/2019	85029	Etna Supply	592-545-775.000	109.00
06/19	06/12/2019	85029	Etna Supply	592-010-111.000	771.00
06/19	06/12/2019	85029	Etna Supply	592-545-775.000	90.00
06/19	06/12/2019	85029	Etna Supply	592-546-775.000	300.00
06/19	06/12/2019	85029	Etna Supply	101-770-802.000	502.00
06/19	06/12/2019	85029	Etna Supply	592-545-775.000	90.00
06/19	06/12/2019	85030	Ever-Green Lawn Care	101-770-802.100	1,099.00
06/19	06/12/2019	85030	Ever-Green Lawn Care	101-770-802.100	660.00
06/19	06/12/2019	85031	Factor Systems Inc.	101-208-803.000	6,738.26
06/19	06/12/2019	85032	FERGUSON ENTERPRISES #2000	582-584-775.000	27.28
06/19	06/12/2019	85033	Fishbeck Thompson Carr & Huber	592-560-802.000	504.00
06/19	06/12/2019	85034	Five Star Screen Printing Plus	101-756-808.010	78.00
06/19	06/12/2019	85035	Fraternal Order of Police	701-000-230.400	924.00
06/19	06/12/2019	85036	Galls LLC	101-345-775.000	144.00
06/19	06/12/2019	85036	Galls LLC	101-345-775.000	48.00
06/19	06/12/2019	85037	Gibson Excavating LLC	592-545-802.000	3,895.00
06/19	06/12/2019	85038	Gordon Food Service	101-789-775.000	150.00
06/19	06/12/2019	85039	Harbor Springs Excavating	582-020-360.000	212.00
06/19	06/12/2019	85040	Hummel, Jon	101-770-767.000	58.28
06/19	06/12/2019	85041	Huntington National Bank	592-566-993.000	250.00
06/19	06/12/2019	85041	Huntington National Bank	271-792-993.000	250.00
06/19	06/12/2019	85041	Huntington National Bank	592-566-993.000	500.00
06/19	06/12/2019	85042	ICMA-ROTH	701-000-230.900	460.00
06/19	06/12/2019	85043	Idexx Distribution Inc.	592-553-775.000	17.33
06/19	06/12/2019	85044	K & L Plumbing and Heating LLC	101-789-802.000	7,069.11
06/19	06/12/2019	85045	Kchodl, Joseph J	271-790-958.000	350.00
06/19	06/12/2019	85046	Kimberly Bolan and Associates	271-790-802.000	3,440.00
06/19	06/12/2019	85047	Lowery Underground Service	582-020-360.000	7,085.50

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
06/19	06/12/2019	85047	Lowery Underground Service	582-598-802.000	2,795.50
06/19	06/12/2019	85047	Lowery Underground Service	582-020-360.000	722.50
06/19	06/12/2019	85047	Lowery Underground Service	582-598-802.000	5,940.00
06/19	06/12/2019	85048	McCardel Culligan	101-770-802.000	39.00
06/19	06/12/2019	85049	MDC CONTRACTING LLC	202-469-802.000	284.00
06/19	06/12/2019	85050	Michigan Public Power Agency	582-576-920.000	231,334.29
06/19	06/12/2019	85051	Michigan Water Environment Assoc.	592-560-915.000	60.00
06/19	06/12/2019	85052	Midwest Tape	271-790-762.000	5,000.00
06/19	06/12/2019	85053	North Central Laboratories	592-553-775.000	1,325.15
06/19	06/12/2019	85053	North Central Laboratories	592-553-775.000	271.70
06/19	06/12/2019	85054	Northern Michigan Review Inc.	101-215-802.000	158.50
06/19	06/12/2019	85054	Northern Michigan Review Inc.	101-400-802.000	51.52
06/19	06/12/2019	85054	Northern Michigan Review Inc.	101-770-850.000	95.00
06/19	06/12/2019	85054	Northern Michigan Review Inc.	101-215-802.000	71.00
06/19	06/12/2019	85054	Northern Michigan Review Inc.	101-400-802.000	62.50
06/19	06/12/2019	85054	Northern Michigan Review Inc.	101-400-802.000	173.50
06/19	06/12/2019	85054	Northern Michigan Review Inc.	101-770-850.000	43.59
06/19	06/12/2019	85055	Nye Uniform	101-345-775.000	259.97
06/19	06/12/2019	85056	OHM Advisors	202-473-802.000	755.25
06/19	06/12/2019	85056	OHM Advisors	204-481-802.000	60.50
06/19	06/12/2019	85056	OHM Advisors	592-549-802.000	60.50
06/19	06/12/2019	85056	OHM Advisors	592-560-802.000	60.50
06/19	06/12/2019	85056	OHM Advisors	582-588-802.000	60.50
06/19	06/12/2019	85057	P.C. LAWN CARE	582-593-802.000	375.00
06/19	06/12/2019	85058	Peninsula Fiber Network LLC	101-228-850.000	500.00
06/19	06/12/2019	85059	Performance Painting	592-547-802.000	2,725.00
06/19	06/12/2019	85059	Performance Painting	203-467-802.000	285.00
06/19	06/12/2019	85059	Performance Painting	592-554-802.000	2,893.00
06/19	06/12/2019	85060	Petoskey Rotary Club	101-756-880.000	487.00
06/19	06/12/2019	85061	Pioneer Manufacturing Co.	101-770-931.000	33.93
06/19	06/12/2019	85062	Plath's Meat Inc.	101-345-781.000	289.80
06/19	06/12/2019	85063	Plunkett Cooney	101-266-802.000	100.00
06/19	06/12/2019	85063	Plunkett Cooney	101-266-802.000	1,855.00
06/19	06/12/2019	85063	Plunkett Cooney	101-257-802.000	3,340.00
06/19	06/12/2019	85063	Plunkett Cooney	101-266-802.000	5,215.00
06/19	06/12/2019	85063	Plunkett Cooney	101-266-802.000	11,017.50
06/19	06/12/2019	85063	Plunkett Cooney	101-266-802.000	1,079.77
06/19	06/12/2019	85063	Plunkett Cooney	204-481-802.000	1,079.77
06/19	06/12/2019	85063	Plunkett Cooney	582-588-802.000	1,079.77
06/19	06/12/2019	85063	Plunkett Cooney	592-549-802.000	1,079.77
06/19	06/12/2019	85063	Plunkett Cooney	592-560-802.000	1,079.77
06/19	06/12/2019	85063	Plunkett Cooney	101-266-802.000	11,740.39
06/19	06/12/2019	85064	POLICE AND FIREMEN'S INSURANCE	701-000-230.185	307.79
06/19	06/12/2019	85065	Power Line Supply	582-593-785.000	417.50
06/19	06/12/2019	85065	Power Line Supply	582-593-785.000	297.50
06/19	06/12/2019	85065	Power Line Supply	582-010-111.000	2,176.44
06/19	06/12/2019	85065	Power Line Supply	582-010-111.000	2,490.00
06/19	06/12/2019	85066	Preston Feather	101-770-985.000	8.10
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	58.92
06/19	06/12/2019	85066	Preston Feather	101-773-775.000	199.52
06/19	06/12/2019	85066	Preston Feather	101-773-775.000	4.59
06/19	06/12/2019	85066	Preston Feather	101-773-775.000	80.06

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
06/19	06/12/2019	85066	Preston Feather	661-598-785.000	81.38
06/19	06/12/2019	85066	Preston Feather	101-770-775.000	109.95
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	49.95
06/19	06/12/2019	85066	Preston Feather	661-598-785.000	10.78
06/19	06/12/2019	85066	Preston Feather	514-587-884.000	54.32
06/19	06/12/2019	85066	Preston Feather	101-754-775.000	86.79
06/19	06/12/2019	85066	Preston Feather	101-773-775.000	203.91
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	42.93
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	35.53
06/19	06/12/2019	85066	Preston Feather	101-770-775.000	6.79
06/19	06/12/2019	85066	Preston Feather	582-586-775.000	16.18
06/19	06/12/2019	85066	Preston Feather	592-545-775.000	26.98
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	94.45
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	128.78
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	20.86
06/19	06/12/2019	85066	Preston Feather	582-593-775.000	88.57
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	175.09
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	50.36
06/19	06/12/2019	85066	Preston Feather	101-773-775.000	.46-
06/19	06/12/2019	85066	Preston Feather	101-770-775.000	.68-
06/19	06/12/2019	85066	Preston Feather	101-770-985.000	.81-
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	2.09-
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	4.30-
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	5.00-
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	5.90-
06/19	06/12/2019	85066	Preston Feather	514-587-884.000	5.43-
06/19	06/12/2019	85066	Preston Feather	661-598-785.000	1.08-
06/19	06/12/2019	85066	Preston Feather	101-773-775.000	8.01-
06/19	06/12/2019	85066	Preston Feather	661-598-785.000	8.14-
06/19	06/12/2019	85066	Preston Feather	101-754-775.000	8.70-
06/19	06/12/2019	85066	Preston Feather	582-593-775.000	8.90-
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	9.45-
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	12.90-
06/19	06/12/2019	85066	Preston Feather	101-770-775.000	11.00-
06/19	06/12/2019	85066	Preston Feather	101-773-775.000	19.95-
06/19	06/12/2019	85066	Preston Feather	101-773-775.000	20.40-
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	5.04-
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	17.51-
06/19	06/12/2019	85066	Preston Feather	592-545-775.000	2.70-
06/19	06/12/2019	85066	Preston Feather	101-789-775.000	3.46-
06/19	06/12/2019	85066	Preston Feather	582-586-775.000	1.60-
06/19	06/12/2019	85067	RYAN BROTHERS INC.	582-020-360.000	1,474.27
06/19	06/12/2019	85068	Scholastic Inc.	271-790-760.100	381.87
06/19	06/12/2019	85069	SCHULTZ, DAVID	101-756-808.120	50.00
06/19	06/12/2019	85070	Simard, Clare Marie	101-756-808.110	150.00
06/19	06/12/2019	85071	SiteOne Landscape Supply	101-754-775.000	71.28
06/19	06/12/2019	85071	SiteOne Landscape Supply	101-754-775.000	33.60-
06/19	06/12/2019	85072	Spectrum Business	592-560-850.000	34.98
06/19	06/12/2019	85073	Standard Electric Company	582-010-111.000	11,439.62
06/19	06/12/2019	85073	Standard Electric Company	582-010-111.000	3,360.57
06/19	06/12/2019	85074	Staples Advantage	101-345-751.000	36.27-
06/19	06/12/2019	85074	Staples Advantage	101-789-751.000	65.24

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Check Amount
06/19	06/12/2019	85074	Staples Advantage	592-549-751.000	189.00
06/19	06/12/2019	85074	Staples Advantage	592-560-751.000	188.99
06/19	06/12/2019	85074	Staples Advantage	101-208-751.000	86.48
06/19	06/12/2019	85074	Staples Advantage	101-201-751.000	86.47
06/19	06/12/2019	85075	State of Michigan-Department of LARA	582-081-642.300	7,263.30
06/19	06/12/2019	85075	State of Michigan-Department of LARA	582-081-642.400	742.14
06/19	06/12/2019	85075	State of Michigan-Department of LARA	582-081-642.500	8.37
06/19	06/12/2019	85075	State of Michigan-Department of LARA	582-081-642.200	167.40
06/19	06/12/2019	85076	State of Michigan-Dept of LARA	101-268-802.000	310.00
06/19	06/12/2019	85077	SUPERIOR ASPHALT PAVING INC.	592-545-802.000	2,693.25
06/19	06/12/2019	85077	SUPERIOR ASPHALT PAVING INC.	592-544-802.000	2,693.25
06/19	06/12/2019	85078	Team Elmers	582-020-360.000	3,736.00
06/19	06/12/2019	85079	TEAMSTERS LOCAL #214	701-000-230.400	1,044.00
06/19	06/12/2019	85080	Temperature Control Inc.	592-554-802.000	354.00
06/19	06/12/2019	85080	Temperature Control Inc.	592-554-802.000	380.41
06/19	06/12/2019	85081	T-Mobile	271-790-850.000	235.20
06/19	06/12/2019	85082	Unique Management Services Inc.	271-790-802.000	26.85
06/19	06/12/2019	85083	Webster, Nadia	101-756-808.110	150.00
06/19	06/12/2019	85084	WILLSON'S GARDEN CENTER	101-789-775.000	90.00
Grand Totals:					657,241.14

Report Criteria:

Check.Date = 05/30/2019-06/12/2019

Check Number	Date	Name	GL Account	Amount
84901	06/05/2019	Figueirdo, Herme	582081642300	69.66
84902	06/05/2019	Fullford, Lisa & Tom	582081642300	17.70
84903	06/05/2019	Gordon Food Service	582588803000	283.40
84904	06/05/2019	Guzy, Bill & Julie	582081642300	14.84
84905	06/05/2019	Henning, Kara	101756808120	30.00
84906	06/05/2019	Loper, Ellen	582040285000	40.48
84907	06/05/2019	Szalkowski, Chrysta	582081642300	65.75
84908	06/05/2019	Traverse Woods Apts	582081642300	18.28
84909	06/05/2019	Wade, Kathleen	582040285000	47.93
84910	06/05/2019	Whitcomb, Reginald	582081642300	116.92
84911	06/05/2019	Grangood, Kurt & Dan	582081642300	191.65
84912	06/05/2019	Reaves, Michael	582040285000	9.14
84990	06/12/2019	Roguska, Lori	582081642300	100.00
84990	06/06/2019	Roguska, Lori	582081642300	100.00-
84991	06/06/2019	Roguska, Lori	582081642300	100.00
84994	06/12/2019	Averill, Brittany	582040285000	77.70
84995	06/12/2019	Haggerty, Casey	582040285000	46.80
84996	06/12/2019	Kaake, Deborah	582040285000	27.73
84997	06/12/2019	Know Way Out LLC	582040285000	21.29
84998	06/12/2019	Melenyk, Glenn	582588803000	25.00
84999	06/12/2019	Root, William	582040285000	8.23
85000	06/12/2019	Satmary, Lisa	582040285000	19.67
85001	06/12/2019	Schillinger, Daniel	582081642300	17.07
85002	06/12/2019	Turner, Shelby	101756808110	20.00
85003	06/12/2019	Zipp, Tom	582588803000	150.00
Grand Totals:				1,419.24



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: June 17, 2019

PREPARED: June 13, 2019

AGENDA SUBJECT: Vision of 100% Renewable Energy Powering the City of Petoskey Electric Needs by 2040

RECOMMENDATION: That the City Council discuss and adopt the proposed resolution

Background City Staff has been working with officials from the Michigan Public Power Agency (MPPA) regarding the enclosed resolution. According to current energy contracts MPPA has with multiple partners, the City could transition to 100% renewable energy by 2040. The following are the goals of the resolution:

- **Transition to Renewable Energy Sources:** Work with MPPA and other member jurisdictions to increase the percentage of electric power generated by renewables according to the following schedule.

December 31, 2020	15%
2025	25%
2030	40%
2035	70%
2040	100%

- **Maximizing opportunities for citizen participation and the development of new business models:** At the heart of a successful 100% renewable energy strategy, it will be fundamental to allow open participation in the development and financing of energy infrastructure.
- **Structured mechanisms to include low-income citizens in the benefits to be derived:** Access to the financial and environmental benefits of renewable energy must be shared equally across all economic classes.
- **Educating and informing citizens and businesses:** Implementing a 100% renewable energy strategy will require the participation of a variety of stakeholders, which makes both the breadth and the depth of awareness crucial to long-term success. Educating and informing the public as well as businesses about Petoskey's renewable energy goals and its long-term benefits will facilitate public support and acceptance.
- **Adopting an integrated approach to fiscal, economic and energy policy:** A successful 100% renewable energy strategy will require an integrated approach across policy areas such as fiscal, energy, economic and infrastructure policy.
- **Review of Renewable Energy Goals:** At least every two years, City Council and Staff will review progress on the aforementioned goals.

The enclosed resolution addresses Goal Five of the 2018 Action Plan-Develop and Promote Community Sustainability Measures. Specifically, Goal Five of the Action Plan states the following:

“...develop initiatives to advance the use of clean and renewable energy within both the City and regionally,”

“Conserve energy and promote energy efficiencies and use of clean and renewable energy.”

MPPA representatives will be present to discuss the current energy contracts and answer any questions from City Council or audience members.

Action If desired, City Council adopt the enclosed proposed resolution.

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Enclosure



A RESOLUTION ADOPTING A VISION OF 100% RENEWABLE ENERGY POWERING THE CITY OF PETOSKEY'S ELECTRIC NEEDS BY 2040

WHEREAS, a recent study published by scientists and experts titled *"An Assessment of the Impacts of Climate Change on the Great Lakes,"* concluded that the effects of climate change on the Great Lakes is occurring at a much faster pace than other parts of the country and that if not properly mitigated, climate change has the potential to degrade economic, aesthetic, recreational and ecological factors in Midwestern communities; and

WHEREAS, research has demonstrated that in addition to climate benefits, shifting to 100% renewable energy creates jobs, boosts economic growth, has marginal impact on energy rates, and if done pragmatically over time, keeps energy rates lower over time as well as reducing pollution-which improves public health, saves lives and reduces health care costs; and

WHEREAS, the City of Petoskey has adopted the 2014 Petoskey Master Plan that addresses environmental, economic and social goals pertaining to long-term sustainability and resiliency within the community; and

WHEREAS, the Petoskey Master Plan states that the community should encourage sustainability and resiliency measures through the reduction of dependence upon fossil fuels and activities that harm life-sustaining ecosystems while meeting the hierarchy of present and future human needs fairly and efficiently; and

WHEREAS, the Petoskey Master Plan also encourages the City to *"Work with the Michigan Public Power Agency (MPPA) and other jurisdictions to develop and utilize alternative, renewable energy resources";* and

WHEREAS, the City Council adopted the 2018 Action Plan with Goal Five to Develop and Promote Community Sustainability Measures by conserving energy and promoting energy efficiencies and the use of clean and renewable energy; and

WHEREAS, addressing energy use and climate change with renewable energy goals provides an opportunity for the City to move towards greater community sustainability and resiliency; and

WHEREAS, in March of 2019, MPPA representatives made a presentation to the Petoskey City Council stating that wind and solar power are currently competitive sources of new energy generation now and into the foreseeable future; and

WHEREAS, the City of Petoskey owns and operates its own electric utility and desires to maintain affordable electric rates for residential and commercial properties; and

WHEREAS, renewable energy resources have been shown by a wide range of studies to be the most cost-effective and stable future sources of energy power generation; and

WHEREAS, rooftop solar, low-income community solar, and demand control technologies can be integrated through rate studies and analysis that offer the opportunity to redistribute resources, address poverty, and stimulate new economic activity in the City; and

WHEREAS, the City is currently undertaking energy audits that will provide valuable information on how to increase energy efficiency on City buildings further complementing the efforts to transition to more renewable energy production:

NOW, THEREFORE, BE IT RESOLVED that the City of Petoskey City Council does and hereby authorizes the following:

The City of Petoskey resolves to partner with MPPA and its other member jurisdictions to derive 100% of the community's electric energy through renewable energy resources and associated technologies by 2040. To that end, the City of Petoskey establishes the following goals:

- **Transition to Renewable Energy Sources:** Work with MPPA and other member jurisdictions to increase the percentage of electric power generated by renewables according to the following schedule.

December 31, 2020	15%
2025	25%
2030	40%
2035	70%
2040	100%

- **Maximizing opportunities for citizen participation and the development of new business models:** At the heart of a successful 100% renewable energy strategy, it will be fundamental to allow open participation in the development and financing of energy infrastructure.
- **Structured mechanisms to include low-income citizens in the benefits to be derived:** Access to the financial and environmental benefits of renewable energy must be shared equally across all economic classes.
- **Educating and informing citizens and businesses:** Implementing a 100% renewable energy strategy will require the participation of a variety of stakeholders, which makes both the breadth and the depth of awareness crucial to long term success. Educating and informing the public as well as businesses about Petoskey's renewable energy goals and its long-term benefits will facilitate public support and acceptance.
- **Adopting an integrated approach to fiscal, economic and energy policy:** A successful 100% renewable energy strategy will require an integrated approach across policy areas such as fiscal, energy, economic and infrastructure policy.
- **Review of Renewable Energy Goals:** At least every two years, City Council and Staff will review progress on the aforementioned goals.

State of Michigan)
County of Emmet) ss.
City of Petoskey)

I, Alan Terry, Clerk of the City of Petoskey, do hereby certify that the foregoing is a true copy of a resolution adopted by the City of Petoskey City Council in regular session assembled on the ____ day of ____ 2019, and of the whole thereof.

In witness whereof, I have here unto set my hand and affirmed the corporate seal of said City this ____ day of ____, 2019.

Alan Terry, City Clerk



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: June 17, 2019

PREPARED: June 13, 2019

AGENDA SUBJECT: Municipal Curbside Recycling Service Agreement with Emmet County

RECOMMENDATION: That the City Council approve the agreement

Background A five-year agreement for weekly recycling services through Emmet County is set to expire on September 31, 2019. Enclosed is a new five-year agreement with highlights as follows:

- Agreement can be extended with two, five-year extension options according to Section 3 Term/Termination of the Contract.
- Initial five-year term would expire on September 31, 2024.
- City of Petoskey may terminate the contracted services if the County fails to perform required work, materially violates any law or regulation or assigns contract or any portion thereof in violation of Section 5.F.
- City of Petoskey is named as an additionally insured for any incidents arising out of the County's performance of the agreement.
- Monthly rates for recycling collection are as follows:

Year 1	2019-2020	\$2.97	Increase of \$0.26 (10.33%) from previous year
Year 2	2020-2021	\$3.05	Increase of \$0.08 (2.69%) from previous year
Year 3	2021-2022	\$3.15	Increase of \$0.10 (3.27%) from previous year
Year 4	2022-2023	\$3.25	Increase of \$0.10 (3.17%) from previous year
Year 5	2023-2024	\$3.35	Increase of <u>\$0.10</u> (3.07%) from previous year
			\$0.64
- Total increase over 5 years is \$0.64 per month. Average rate increase is 4.5% per year.
- Annual increase at the end of the 5-year agreement is an estimated \$17,500 overall for the City.

See enclosed letter from Andi Shepherd, Director Emmet County Recycling.

The City's Refuse Collection mill levy of 0.4890 mills pays for the costs of the recycling program as well as collection of residential rubbish, chipping and hauling of brush and leaf collection. Typically, there is a small annual surplus each year in the solid waste programs so a mill levy increase is not anticipated to cover the proposed annual cost increases of the recycling program.

The City Manager had inquired about the substantial increase of 10% starting on October 1, 2019 and asked if that rate increase could be reduced. According to Andi Shepherd, operating costs have increased 28% from the previous year. Also, Emmet County Recycling does not charge processing fees for the City and only charges for costs to run the trucks on City streets. Anecdotally, nationwide recycling costs have increased substantially over the last year mainly due to the closing of Chinese markets as well as a drop in recycling commodity prices. Many communities throughout the United States are discontinuing their recycling programs due to exorbitant cost increases. Fortunately, 95% of Emmet County's recyclables stay in Michigan, and from Staff's perspective, the cost increases are reasonable.

The contract has been fully reviewed by the City Attorney and Staff.

Action If City Council is comfortable with the agreement provisions, a motion can be made to approve the enclosed Municipal Curbside Recycling Service Agreement.

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Enclosures



Emmet County
Department of
Public Works

200 Division Street, Suite G76
Petoskey, Michigan 49770
231-348-0640
231-348-0633
Emmetrecycling.org

Dear Mr. Straebel,

Emmet County Recycling would like to thank the city of Petoskey for a successful 15-year partnership. The success of the curbside program is shown through the numbers. The volume of recyclables collected has increased 23% since the introduction of our 64-gallon paper, boxes and bags carts in 2016. In 2018, our drivers serviced 55,467 households in Petoskey and Bay Harbor, compared to just 26,893 pick-ups in 2015. A third truck and driver were added in 2016 to ensure excellent service with the growing popularity of the program.

As the original curbside recycling contract from 2004 expires in 2019, it is time to present a new contract to the city of Petoskey. In the 2009 curbside extension, costs decreased 4% from the original proposed prices. When the 2014 extension came around, costs decreased from the original again, resulting in a 10% decrease from the original price. Now that markets are low, and operating costs are high, it is time that we bring the prices back on track to the original plan.

Currently, the City of Petoskey is paying \$2.71 per household. The new contract proposes to raise the per household cost to \$2.97. Less than \$3 per household per month includes the cost to drive our trucks down the road to pick up recycling from each of the 2,681 houses in Petoskey and Bay Harbor, to provide educational materials, to provide constant and consistent customer service, and to ensure the necessary recycling bins are provided. The proposed increase is a 10% increase while curbside operating costs have increased 28% since 2015.

Emmet County Recycling does all that it can to keep costs low for our customers. Everything recyclable collected at the curb becomes a commodity and has a market value once it is processed at our facility. Over the last few years, the commodity markets have continued to decline, resulting in less income for the processing facilities. As you may have heard in the news, many municipalities have had to discontinue their recycling programs due to costs doubling or even tripling.

Part of the reason that our sale of recyclables stays so consistent is because we keep 95% of our recyclables here in the state of Michigan. This allows us to have stable relationships with the factories who use our materials which results in higher value for our materials, as well as keeping jobs in the state and contributing to Michigan's economy.

Feel free to call me at 231-348-0652 or email me at ashepherd@emmetcounty.org with any questions.

Sincerely,

Andi Shepherd
Director, Emmet County Recycling

Emmet County Curbside Recycling Costs

Contract Year	Original Contract	2009 Extension	% change from original	2014 Extension	% change from original	2019 Proposed
2	\$ 2.21					
3	\$ 2.26					
4	\$ 2.31					
5	\$ 2.36					
6	\$ 2.41	\$ 2.31	-4.33%			
7	\$ 2.47	\$ 2.36	-4.66%			
8	\$ 2.53	\$ 2.41	-4.98%			
9	\$ 2.59	\$ 2.47	-4.86%			
10	\$ 2.65	\$ 2.53	-4.74%			
11	\$ 2.71			\$ 2.47	-10%	
12	\$ 2.77			\$ 2.53	-9%	
13	\$ 2.83			\$ 2.59	-9%	
14	\$ 2.90			\$ 2.65	-9%	
15	\$ 2.97			\$ 2.71	-10%	
16						\$ 2.97
17						\$ 3.05
18						\$ 3.15
19						\$ 3.25
20						\$ 3.35

MUNICIPAL CURBSIDE RECYCLING SERVICE AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____, 2019__, by and between Emmet County, a political subdivision of the State of Michigan, with offices located at 200 Division Street, Petoskey, MI 49770 (hereinafter called "County") and The City of Petoskey a Michigan municipal corporation, with offices located at 101 E Lake St, Petoskey MI 49770, (hereinafter called "Municipality").

WITNESSETH:

WHEREAS, The County has provided drop-off recycling services to Municipality residents as part of a comprehensive solid waste management system enabled through intergovernmental agreements between the County and local units within the County;

WHEREAS, The County is now offering additional services in the form of curbside recycling to increase the convenience of recycling and further enable residents to reduce their residential waste stream and thus their waste disposal bills;

WHEREAS, The Municipality has determined that contracting for this curbside recycling is in the public interest;

WHEREAS, representatives of the Municipality and the County have met to negotiate the detailed terms of this agreement contained herein;

WHEREAS, the Municipality desires to contract for the services;

WHEREAS, the County desires to provide those services; and

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties agree as follows:

1. **DEFINITIONS:** The terms used within this contract shall be defined according to the definitions contained in Attachment A: "Program Definitions" (incorporated herein to this agreement).
2. **COUNTY'S OBLIGATIONS:** The services to be provided by the County are detailed in Attachment B: "County's Service Specifications" (incorporated herein to this agreement).
3. **TERM / TERMINATION OF THE CONTRACT**
 - A. **Five Year Term:** The initial term of this services contract shall be for five years, with two, five-year extension options. The initial contract term shall begin October 1, 2019 and expire September 31, 2024.
 - B. **County's Five-Year Extension Options:** The County may request two (2) five-year contract extensions if written notice of such requests are received by the Municipality by nine (9) months prior to current expiration date. Granting requests for contract extensions shall be at the sole discretion of the Municipality and shall not be appealed. If the Municipality agrees to accept the County's request for an extension, such extension shall be approved at least three months prior to the current expiration date.
 - C. **Municipality Retains Right to Extend and Postpone Contract Termination Date:** The Municipality shall retain the rights to extend the contract at any time and to postpone the initial contract termination date, subject to approval by the County.

- D. **Municipality Termination of the Contract Services:** The Municipality may, after giving County seven days written notice and to the extent permitted by laws and regulations, terminate the contract for cause if the County:
1. **Fails to Perform** the required work as specified in this Agreement as determined by the Municipality, and fails to correct the deficiency within 30 days after receiving written notice from the Municipality.
 2. **Materially Violates Any Law or Regulation** of any municipal, county, state or federal laws, rules, regulations, ordinances and specifications, in performance of this Contract.
 3. **Assigns this Contract** or any portion thereof in violation of 5.L.

4. **COMPENSATION**

- A. **Monthly Invoices:** The County shall submit monthly invoice statements for payments for services rendered, said statements to be submitted to the City of Petoskey Clerk or designee.
- B. **Service Components:** Monthly invoices shall be in a form as specified in Attachment C "County's Compensation" (incorporated herein to this agreement).
- C. **Payment for Services:** The Municipality shall pay the County for services rendered as invoiced within 30 days upon receipt of the invoice and upon successful completion of all services.

5. **LEGAL AND INSURANCE REQUIREMENTS**

- A. **Indemnification:** The County shall indemnify and hold harmless the Municipality and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, which the Municipality may suffer or for which it may be held liable, arising out of or resulting from the County's or its agent's or employee's actions or negligence in the performance of this contract.

This indemnification shall survive the expiration or termination of this contract. By entering this contract, the parties do not waive any immunities provided by law.

- B. **Independent Contractor:** The County shall be deemed an independent Contractor, and not an employee of the Municipality. Any and all employees, members or associates of the County or other persons, while engaged in the work or services required to be performed by the County, shall not be considered employees of the Municipality. Any and all claims that might arise on behalf of employees of County or other persons as a consequence of any act or omission on the part of said employees of County shall in no way be the obligation or responsibility of the Municipality. County fully understands all consequences, financial and legal, of the status of an independent Contractor.
- C. **Worker's Compensation Insurance:** The County shall provide and maintain during the life of this Agreement, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- County agrees as a condition precedent to this contract, that County shall furnish to Municipality a Certificate of Insurance evidencing Worker's Compensation coverage which shall remain in effect for the term of this contract.
- D. **Comprehensive General Liability and Motor Vehicle Insurance:** County shall provide and maintain at all times while contract is in effect Comprehensive General

Liability Insurance insuring against liability imposed by law for bodily injury or death, in the minimum sum of \$1,000,000 for any one person and in the minimum sum of \$1,000,000 for two or more persons for the same occurrence, and for damage of property in the minimum sum of \$1,000,000. The Municipality shall be named an additional insured on said policy for incidents arising out of the County's performance of this agreement, which shall provide that the coverage may not be terminated or changed by the insurer except upon ten days' written notice to the Municipality. All endorsements shall apply to both bodily injury or death and property damage coverages. The County is required per state law to provide no fault motor vehicle insurance with regard to all motor vehicles used in carrying out the terms of this contract, in the same amounts specified above.

Prior to the commencement of the contract, the County shall furnish the Municipality a Certificate of Insurance as evidence of these coverages.

Compliance by the County with the foregoing requirements to carry insurance and furnish certificates thereof shall not relieve the County from liability assumed under any provisions of this contract.

Compliance by the County with the foregoing requirements to carry insurance shall not, in any way, relieve or decrease the liability of the County hereunder, and it is expressly understood by the parties that the Municipality does not, in any way, represent that the insurance or minimum sums are sufficient to protect the County's interest or liabilities.

- E. **Non-Discrimination:** County agrees that County shall not discriminate against any employee, applicant for employment or other person, supplier, or County because of race, color, religion, sex, marital status, national origin, disability or public assistance.
- F. **Assignment and Subcontracting:** The County shall not assign the Agreement, or any part thereof, nor shall the County sub-contract this Agreement or any part thereof without the prior written approval of the Municipality, which shall not be unreasonably withheld.
- G. **Compliance with All Laws, Rules, Regulations and Licensing Requirements:** The County shall comply with all municipal, county, state and federal laws, regulations, ordinances and specifications.
- H. **Dispute Resolution Process:** The Municipality and the County agree to first use the following process to resolve disputes about issues related to the performance of this contract. If an issue arises requiring resolution, either party shall initiate this dispute resolution process by notifying the other party and scheduling a meeting. The meeting shall serve as a fact finding opportunity to identify the issue, clarify the problem, review the applicable contract provisions relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within 30 days of the initial dispute resolution meeting, or specify an alternative schedule and deadline for resolving the issue. Nothing in this contract section, Dispute Resolution Process, shall be construed or implied to reduce, eliminate or otherwise affect the rights of the Municipality or the County to use any and all other means of legal remedies.

In the event that the dispute is not resolved to the satisfaction of one or both parties, either party may initiate alternative methods of resolution and seek alternative remedies, by providing written notice to the other party advising them of the reasons for initiating such alternative measures.

- I. **Contact Persons for Legal Notices:** The County identifies the County DPW Director, Department of Public Works, 200 Division Street, Suite G76, Petoskey, MI 49770 who shall be designated to receive all notices and communications on behalf of the contracting parties with regard to the contract. Written notice required to be provided to the Municipality pursuant to this Agreement shall be provided to the City Manager and the Director of the Department of Public Works, 101 E. Lake St, Petoskey MI 49770. Written notice required to be provided to the County pursuant to this Agreement shall be provided to the County DPW Director, Department of Public Works, 200 Division Street, Suite G76, Petoskey, MI 49770.
- J. **Performance:** County shall see that all work done pursuant to this Agreement is accomplished with work forces and equipment which are adequate to insure the satisfactory transportation of said materials at all times. Either Party may be excused from performance under this agreement by reason of an event defined herein as Force Majeure which is outside of the Party's control and cannot be avoided by the exercise of due care.
- K. **Conflict of Interest:** Neither the County nor its employees either presently have, nor shall acquire interest, direct or indirect, in the contract in any manner forbidden by law. No Municipality official, or deputy or clerk or employee of such official, shall be directly or indirectly interested in this contract.
- L. **Severability:** This Agreement is subject to the laws of the United States of America, the State of Michigan and Ordinances of Emmet County and the City of Petoskey. In the event that any provision of this Agreement shall be held to be contrary to law or Ordinance by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision or provisions shall be voided. All other terms and conditions of the Agreement shall continue in full force and effect. The voided provision or provisions may be renegotiated at the written request of either party to this Agreement.
- M. **Governing Law:** This Agreement shall be deemed to be a contract made in the State of Michigan and shall be interpreted and construed in all respects in accordance with the laws of the State of Michigan applicable to contracts wholly to be performed therein.
- N. **Modification:** Any alterations, variations, modifications or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by the authorized representatives of the Municipality and County and attached to this Agreement.
- O. **Representation:** The Municipality and the County each represent to the other that, by their respective execution of this Agreement they have obtained all necessary consents and approvals required for their respective execution and performance thereof.
- P. **Integration:** The Parties agree that the entire Agreement between the Parties is contained herein and that this Agreement, including any and all exhibits attached hereto, supersede all oral agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous agreements between the County and the Municipality or either of them relating to the subject matter hereof.

EXECUTION

In Witness whereof, the Parties hereto set their hands.

By the duly elected or appointed representatives of **EMMET COUNTY**:

BOARD OF COMMISSIONERS, WILLIAM SHORTER

Date

COUNTY ADMINISTRATOR, JOHN CALABRESE

Date

Approved as to Form:

Approved as to Content:

COUNTY ATTORNEY, ROBERT ENGEL

DIRECTOR, DEPARTMENT OF PUBLIC
WORKS

Public Works Board Chair, Dennis Keiser

By the duly appointed representatives of the **City of Petoskey**

The Municipality acknowledges by his/her signature on this document that the Municipality has received a copy of this contract and is in full agreement with the terms as imposed upon the Municipality by this Agreement and that the Municipality will comply with those terms and conditions.

CITY CLERK, ALAN TERRY

Date

CITY OF PETOSKEY MAYOR, JOHN MURPHY

Date

Attachment A

PROGRAM DEFINITIONS

1. **Administering Department.** The Department of Public Works.
2. **Agreement.** This written document and all exhibits and amendments hereto, between Municipality and County, governing the provision of services as provided herein,
3. **Agreement Years.** The five (5) year period from October 1, 2019 to September 31, 2024.
4. **Municipality Representative.** The person, or the person's designee(s), designated by the City Manager to administer and monitor the provisions of this Agreement.
5. **Contract Administrator.** Director of the County Department of Public Works or other persons acting under the authorization of the Director of the Administering Department.
6. **Contractor.** Emmet County Department of Public Works
7. **Curbside Recycling Service.** The collection of Recyclable Materials from Curbside Recycling Totes set out by Service Units in the Service Districts, the delivery of those Recyclable Materials to the Material Recovery Facility and the processing of those Recyclable Materials and shipment to end-markets.
8. **Curbside Recycling Tote.** Lightweight plastic receptacle that is approved by the Municipality Representative for use by Service Recipients for Curbside Recycling Service and that is appropriately labeled as 'Emmet County Recycles' Recycling Tote. . Designated for Mixed Containers or Paper, Boxes and Bags stream of recyclables.
9. **Curbside Cart** Sturdy, 64-gallon, rolling recycling cart for Paper, Boxes and Bags stream of recyclables.
10. **Lid for Curbside Recycling Tote** Lids for the recycling totes are provided with initial set-up, keeping recyclables secure and dry until collection, allowing totes to be set out the night before.
11. **Customer Service System.** The operations management and tracking system designated and maintained by County for service records, billing, reporting and other operations data for the Recycling Program.
12. **Designated Facility.** That Material Recovery Facility site or other sites selected by the County to receive the materials that the County must collect.
13. **Dwelling Unit.** Any individual living unit in a single family dwelling (SFD), multi-family dwelling (MFD), or Mixed-Use Dwelling (MUD) intended for, or capable of being utilized for, residential living. Dwelling Unit does not include an individual living unit in a hotel or motel, guesthouse, residential care facility, extended care facility, sorority or fraternity house, school, dormitory, residential service facility, emergency residential shelter, hospital, convent, or monastery, as determined by the Municipality Representative.
14. **Effective Date:** Means October 1, 2019.
15. **Force Majeure:** Means an event relied upon by a Party as justification for delay in or excuse from complying with the obligations required under this agreement, including without limitation: (i) an act of God, landslide, lightning, earthquake, fire, explosion, storm, flood or similar occurrence; (ii) an act of any federal, state, county or local court, administrative agency or governmental office or body that stays, invalidates, or otherwise prevents compliance with this Agreement; (iii) the denial, loss, suspension, expiration, termination or failure of renewal of any permit, license, or other governmental approval required for the

acceptance or disposal of waste; or (iv) the adoption or change (including a change in interpretation or enforcement) of any federal, state, county, or local law, rule, regulation, ordinance or permit after the Effective Date hereof, which prevents compliance with this Agreement.

16. **Material Recovery Facility (MRF).** County's MRF located at 7363 Pleasantview Road, Petoskey, Michigan, that is designed, operated, and legally permitted for the purpose of receiving, sorting, processing, storing, or preparing Recyclable Materials for sale.
17. **Mixed Use Dwelling.** A building or structure which contains both Business(es) Service Units and Dwelling Unit(s).
18. **MRF Facility Delivery Standards.** The list of Recyclable Materials and quality standards for permitted levels of Non-recyclable Materials that has been established by the County at its Material Recovery Facility.
19. **Non-Collection Quality Control Notice.** A form approved by the Municipality Representative (if requested) and used by County to notify Service Recipients of the reason for non-collection of Recyclable Materials set out by the Service Recipient for collection by County pursuant to this Agreement.
20. **Non-recyclable Materials.** Any material set out by the Service Recipient that is not on the list of Recyclable Materials as described in Attachment D, the Recyclable Materials and Quality Control Standards.
21. **Project.** Municipal Curbside Recycling as defined herein
22. **Recyclable Materials.** The list of Recyclable Materials as described in Attachment D, Recyclable Materials and Quality Control Standards as mutually agreed upon in writing by County and the Municipality Representative.
23. **Service District.** Those areas designated as the Municipality, within the corporate city boundaries of the city of Petoskey including Bay Harbor, in this Agreement.
24. **Service Recipient.** A resident within the Service District residing in a Dwelling Unit or an occupant of a Small Civic Service Unit that receives services pursuant to this Agreement.
25. **Service Unit.** Any Dwelling Unit or combination of Dwelling Units in the Service District utilizing a common Garbage Bin for the accumulation and set out of Solid Waste.
26. **Small Civic Service Unit.** Those neighborhood parks, fire stations, other Municipality properties and other non-profit and/or public agency buildings within the Service District that receives services pursuant to this Agreement.
27. **Work Day.** Any day, Monday through Friday, that is not designated a holiday, and any Saturday on which collection occurs because of the holiday schedule adjustment

Attachment B
COUNTY'S SERVICE SPECIFICATIONS

1 – General

- A. **Grant of Exclusive Agreement**: Except as otherwise provided in this Agreement, County is hereby granted an exclusive agreement to provide Curbside Recycling Collection Services at all Service Units within the Service District.
- B. **Ownership of Recyclable Materials**: Title to Recyclable Materials shall pass to the County at the time the Recyclable Materials are collected by the County.
- C. **Requirements of Service Recipients**: The Municipality shall maintain, during the term of this agreement, an anti-scavenging ordinance or equivalent effective means of penalizing the taking by others of recyclable materials set out at the curb for the curbside recycling service.
- D. **Service Standards**: County shall perform all services under this Agreement in a thorough and professional manner. Except as provided, all Collection Services described in this Agreement shall be performed regardless of weather conditions or difficulty of collection.
- E. **General Conditions**: The County shall make its own determination as to conditions and shall assume all risk and responsibility and shall complete the work in and under whatever conditions it may encounter or create without extra cost to the Municipality.

All applicable State laws, municipal ordinances, and rules and regulations of all authorities having jurisdiction over the work to be performed shall apply to the contract throughout, and the same as though herein written out in full.

The specifications for collection in no way limit the innovativeness of County in its use of vehicles and personnel supplying recycling Curbside Recycling Collection Service. However, any changes in the manner of service must be approved by the Municipality's Contract Administrator.

- F. **Labor and Equipment**: County shall provide and maintain all labor, equipment, tools, facilities, and personnel supervision required for the performance of County's obligations under this Agreement. County shall at all times have sufficient backup labor and equipment to fulfill County's obligations under this Agreement. No compensation for County's services or for County's supply of labor, equipment, tools, facilities or supervision shall be provided or paid to County by Municipality or by any Service Recipient except as expressly provided by this Agreement.
- G. **Customer Service Center**: The County shall maintain, during the term of this agreement, a Customer Service Center that will include the following:
 - 1. **Office**: The County will maintain a Customer Service Office where inquiries and complaints can be received. The office will be open during the normal business hours of 8:00 a.m. to 5:00 p.m. on all Work Days. County will ensure that responsible persons are in charge of the office during collection hours, and are available to receive inquiries and complaints during normal business hours.
 - 2. **Telephone Information System**: The County will maintain a Customer Service Telephone Information System with sufficient capability to handle phone inquiries for information on the curbside recycling service, the scheduled days of service, the materials that can be recycled and the procedure for reporting a missed pickup. The

County will provide either a telephone answering service or mechanical device to receive Service Recipient inquiries during those times when County's office is closed.

3. **Reporting to Municipality:** The Customer Service Center will have the capability to report, via fax, internet or email, to the Municipality on the status of service complaints and missed pickups if requested.
4. **Emergency Contact:** The County will provide the Municipality Representative with an emergency phone number where County's representative authorized to act on County's behalf can be reached outside of the required office hours.
5. **Service Recipient Calls:** The Municipality will direct all service inquiries and complaints to the County through the main phone line for Customer Service: 231 348-0640.
6. **Educational Information and Outreach:** The County will provide educational information on the Curbside Recycling Service to all Service Units and conduct an ongoing outreach campaign to encourage use of the Curbside Recycling Service.
7. **Service Complaints:** The County will handle all service complaints in a prompt and efficient manner. In the case of a dispute unable to be resolved between County and a Service Recipient, County will refer the matter to the Municipality Representative for review. The Municipality Representative will review the matter and make a determination as to the resolution of the dispute.
8. **Missed Collections:** For those complaints related to missed collections that are received by 3:00 p.m. on a Work Day, and are considered legitimate (ie: bins placed at the curb by 7 AM and accepted recyclables within) the County will return to the Service Unit address and collect the missed materials before the end of the next business day. For those complaints related to missed collections that are received after 3:00 p.m. on a Work Day, the County will have until the end of the following Work Day to collect the materials.
9. **Repeated Missed Collections:** County acknowledges and agrees that it is in the best interest of Municipality that all Recyclable Materials be collected on the scheduled collection day. However, in the event a Service Recipient requests missed collection service more than two (2) times in any consecutive two (2) month period Municipality will work with County to determine an appropriate resolution to that situation. In the event County believes any complaint to be without merit, County will notify the Municipality Representative immediately. The Municipality Representative will investigate all disputed complaints and render a written determination within ten (10) Work Days of receipt of County's notification.
- H. **Holiday Service:** Emmet County observes New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day as legal holidays. County shall not be required to provide services under this Agreement or maintain office hours on these designated holidays. In any week in which one of these holidays falls on a Work Day, Collection Services for the holiday and each Work Day thereafter will be delayed one Work Day for the remainder of the week with normally scheduled Friday Collection Services being performed on Saturday.
- I. **Accessibility of Streets:** In those instances where a public or private street within the Service District is temporarily closed to vehicular traffic, whether due to an obstruction, accident, maintenance, or weather or road conditions make the road impassable, County shall make its best effort to return to the street during the normal course of operations that

day, but will not be expected to provide Curbside Recycling Collection Service to those areas that cannot be reached with the curbside truck during that work day. If roads are impassable due to weather conditions creating unsafe driving conditions for our trucks, such as icy roads, or significant snowfall, these roads will not be serviced until the next week's collection.

- J. **Materials to be Collected:** The County is responsible for collection of Recyclable Material placed in the recycling containers as listed. Recyclable Materials collected and quality control standards for those materials are listed in Attachment D, Recyclable Materials and Quality Control Standards. Materials exceeding the size limitations or not listed will be left by the driver.
- K. **Spillage and Litter:**
 - 1) County shall not litter premises in the process of providing Recycling Collection Services or while its vehicles are on the road. County shall transport all Recyclable Materials in such a manner as to prevent the spilling or blowing of such waste from County's vehicle. County shall exercise all reasonable care and diligence in providing Collection Services so as to prevent spilling or dropping of Recyclable Materials during collection activity and shall immediately, at the time of occurrence, clean up such spilled or dropped Recyclable Materials.
- L. **Ownership of Materials and Designated Facility:** All collected recyclables will be taken to the Designated Facility under this program and remain the property of the County.

2 – **Curbside Recycling Collection Services**

- A. **Scope of Service:** County shall perform Curbside Recycling Collection Service in accordance with the following terms and conditions contained herein.
- B. **Conditions of Service:** County shall provide Curbside Recycling Collection Service to all Curbside Service Units in the Service District whose Recyclable Materials are properly containerized in a Recycling Tote and/or Cart and have been placed within three (3) feet of the curb, swale, paved surface of the public roadway, closest accessible roadway, or other such location agreed to by County and the Service Recipient, that will provide safe and efficient accessibility to County's collection crew and vehicle. In the event the Service Recipient produces more Recyclable Materials than can fit in the Recycling Tote and/or cart, County shall collect such excess Recyclable Materials as are set out beside the Recycling tote in an additional container whose loaded weight does not exceed fifty (50) pounds or the size limitations.
- C. **Units Receiving Service:** Curbside Service Units shall be designated by the Municipality and shall include single family housing units, duplex and triplex housing units, attached condominium and multiple family receiving curbside refuse service and any other small business unit and civic unit (municipal, parks, schools, non-profit agencies) where Curbside Collection is appropriate.
- D. **Back Door Service:** There are Service Units on Curbside Collection routes occupied by individuals who have been determined by the Municipality to be unable to move recycling containers to the curb; these locations will require back door service by the County. The County shall be required to bring the container to the curb and service it.
- E. **Frequency of Service:** County shall provide Curbside Recycling Collection Service to each Service Unit in the Service District once every week on a scheduled route basis. Where the scheduled collection day falls on a holiday, County shall adjust the route schedule as set forth in Attachment B Section H.

F. **Hours of Collection:** Except as set forth below, County shall provide Curbside Recycling Collection Services commencing no earlier than 7:00 a.m. and terminating no later than 6:00 p.m., on the regularly scheduled day of service, with no service on Saturday (except for holiday service as set forth in Attachment B Section H of this Agreement) or Sunday. Exceptions to collection hours shall be made only upon the mutual agreement of the Municipality and County, or when the County reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

G. **Manner of Collection:** County shall provide all Curbside Recycling Collection Services with as little disturbance as possible. Except in the case of on-premises service, County shall leave any Curbside Recycling Tote and/or Cart at the same point from which its contents were collected, without obstructing alleys, roadways, driveways, sidewalks or mail boxes. In the case of on-premises service, County shall remove the Curbside Recycling Tote and/or Cart from the back or side of the Service Unit (or from such other location as agreed to by County and the Service Recipient), shall empty the contents into the collection vehicle, and shall return the Curbside Recycling Tote and/or Cart to the location from which it was removed.

County's employees providing Curbside Recycling Collection Services shall follow the regular walk for pedestrians while on private property and shall not trespass nor cross property to the adjoining premises unless the occupant or owner of both properties has given permission. Care shall be taken to prevent damage to property, including flowers, shrubs, and other plantings.

H. **Quality Control Responsibilities:** If a Curbside Recycling Tote has less than 10 percent (by volume) non-recyclable items, then the County shall pick the recyclable materials out of the container for collection. However, if the Curbside Recycling Tote has over 10 percent non-recyclable items, the County may leave the container with its entire contents on the curb. The County shall develop a quality control sheet, that shall be left at the Service Recipient's curb tagged to the Non-Recyclable Materials

I. **Recyclable Material Overflow:** In the case of repeated set-outs of excess Recyclable Materials, County shall contact the Service Recipient to arrange for an appropriate provision of additional Recycling Totes.

J. **Spillage:** County shall not be responsible for cleaning up sanitary conditions around Recycling Totes caused by the carelessness of the Service Recipient; however, County shall clean up any Recyclable Materials spilled from a Curbside Recycling Tote by County or its employees.

During transport, all Recyclable Materials shall be contained, covered or enclosed so that leaking, spilling and blowing of the materials is prevented. County shall be responsible for the immediate cleanup of any spillage caused by County or its employees.

K. **Inspections:** Municipality shall have the right to inspect the collection vehicles and their contents at any time while operating inside or outside the Municipality.

Attachment C
COUNTY'S COMPENSATION

1. **Form of Invoice:** The monthly invoice submitted by the County must contain the following information.
 - A: **Fee for Curbside Recycling Services Delivered:** Provide an Itemization of the total Service Units in the Service District for the month multiplied by the Unit Price per Service Unit from the County's Curbside Recycling Rate Schedule for the appropriate service period.
 - B: **Final Amount Due:** Sum the total of charges that is to be paid by the Municipality to the County.
2. **County's Curbside Recycling Rate Schedule:** The County's Curbside Recycling Rate Schedule is as follows:
 - A: **First Year:** (10/1/2019 to 9/31/2020) Unit Costs: \$2.97/Service Unit/Month for weekly service.
 - B: **Following Years:** Fixed unit cost for second through fifth year of contract costs:

Yr 2 (10/1/2020 to 9/30/2021) \$3.05/Service Unit/Month
Yr 3 (10/1/2021 to 9/30/2022) \$3.15/Service Unit/Month
Yr 4 (10/1/2022 to 9/30/2023) \$3.25/Service Unit/Month
Yr 5 (10/1/2023 to 9/30/2024) \$3.35/Service Unit/Month

3. **Service Unit Changes:** The Municipality and County acknowledge that during the term of this Agreement it may be necessary or desirable to add or delete Service Units for which COUNTY will provide Collection Services.
 - A: **Additions:** County shall provide Curbside Recycling Collection Services described in this Agreement to new Curbside Service Units within five (5) Work Days of receipt of notice from Municipality to begin such Collection Services. Service Units may also be added at the request of County with written approval of the Municipality Representative or at the request of the Service Unit and written approval of eligibility by the Municipality Representative. The County shall add the Service Units addition requested by the Municipality to their next monthly invoice to be submitted to the Municipality for payment. Newly constructed and inhabited homes as reported by the Building Codes office will be added automatically as new additions meeting the stipulations of the service agreement.
 - B: **Deletions:** County shall immediately cease providing Collection Services to any Curbside Service Unit upon receipt of notice from Municipality to stop such service. Service Units may only be deleted because of a determination by the Municipality

Representative that the premises do not qualify for the Collection Services to be performed by County pursuant to this Agreement. The County shall delete each Service Unit removal requested by the Municipality from their next monthly invoice to be submitted to the Municipality for payment.

- C: **Annexation Addition or Intergovernmental Service Authorization**: If during the term of this Agreement, additional territory within or adjacent to the Municipality is acquired by Municipality through purchase, annexation, eminent domain or other procedures or a governing body with jurisdiction for adjacent territory enters into an intergovernmental agreement with the Municipality for services covered by this Agreement, the Municipality Representative may designate such additional territory as part of County's Curbside or Curb Cart Service Districts, as appropriate. If the additional territory is so designated, County shall provide the appropriate Collection Services, as determined by the Municipality Representative, in such additional territory in accordance with the provisions and service rates set forth in this Agreement. Such Collection Services shall begin within ten (10) Work Days of receipt of written notice from the Municipality Representative. The Municipality Representative shall determine the type of Collection Services to be provided to any Service Units in the additional territory added per this section.
- D: **Initial Unit Count Determination**: The initial determination of the number of Service Units to be serviced and used for billing purposes shall be completed by physical unit count at least 60 days prior to the first day of service with the unit count confirmed in writing by both parties.
- E: **Unit Count Verification and Reconciliation**: After the Initial Unit Count Determination, the number of Service Units used for billing purposes shall be verified and reconciled quarterly by 1) adding the number of occupancy permits for residential structures requiring Curbside or Curb Cart Service as issued by the Municipality Building Department; and 2) deleting the number of complete demolition permits for residential structures issued by the Municipality Building Department. Verification and reconciliation of units counts for all other types of premises receiving Curbside Service shall be completed by physical unit count.
- F: **Updated Route Maps**: The County shall revise the Curbside Service route maps to show the addition or deletion of Service Units as provided above and shall provide such revised maps to the Municipality Representative upon request.

Attachment D

RECYCLABLE MATERIALS AND QUALITY CONTROL STANDARDS

See attached Curbside Quick Start Guide



Emmet County

Recycling Guide



Recycle for Michigan

We roll your recyclables out to supply factories all over Michigan, creating jobs and conserving energy and resources.



Divide and Conquer!

Emmet County's recycling system is "dual stream." Recycle your

PAPERS-BOXES-&-BAGS STREAM

Cardboard and paper bags

- Also okay to include: boxes from frozen and refrigerated foods; boxboard — like cereal boxes and paper towel cores
- Please flatten boxes
- NO Styrofoam

Newspapers, magazines, catalogs and books

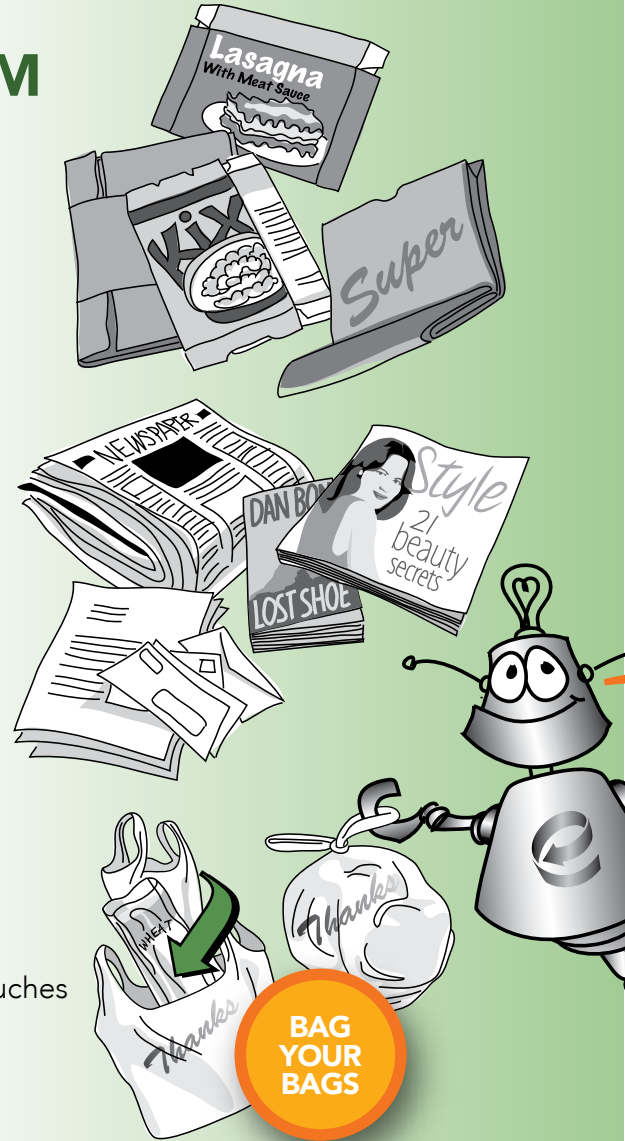
- All okay: hardcover, paperback and phone books

Office paper

- Also okay to include: envelopes, file folders and shredded paper. Please contain shredded paper in a plastic grocery bag.

Plastic grocery and bread bags

- **STRETCHY, CLEAN AND DRY ONLY!**
- **BAG YOUR BAGS** — stuff all your plastic bags into one bag and tie it shut.
- Also okay to include: case wrap (as used on multipacks of water bottles, paper towel rolls), bubble wrap, plastic envelopes
- NO "crunchy" plastic bags, i.e. chip/pretzel bags, stand-up pouches



WHY DUAL-STREAM RECYCLING, NOT SINGLE-STREAM?

Reason #3: Supplying more Michigan companies

Many factories can only use clean recyclables. Dual-stream produces cleaner materials, allowing us to supply more Michigan companies than most single-stream systems can.

For more reasons, visit
www.EmmetCounty.org
 and search "dual stream"

Recycle for Michigan



materials in the two separate “streams” shown below.

EMPTY &
RECYCLE

MIXED-CONTAINERS STREAM

Juice boxes, milk cartons and paper cups

- NO juice pouches or straws

Plastic bottles, jugs and jars, tubs, trays and cups

- Any plastic containers 2.5 gallons or less
- Yes! Plastic caps and lids, on their container, are now recyclable.
- NO Styrofoam
- **NO non-container plastics**

Plastic bags go in the paper stream

Metal cans, foil and trays

- Metal lids, too
- NO aerosol cans or propane tanks
- NO non-container metals

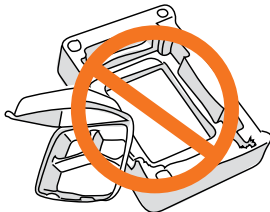
Glass bottles and jars

- All colors and clear
- NO light bulbs, window glass or glass dishes
- NO non-container glass

NO non-container plastic, metal or glass items

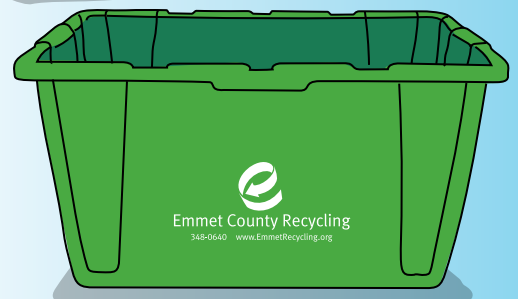
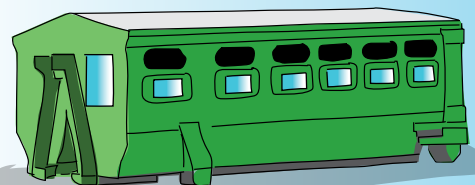
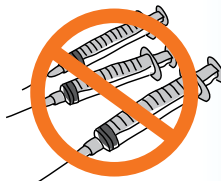


NO Styrofoam™ items



TM TRADEMARK OF THE
DOW CHEMICAL COMPANY

NO sharps



Where to Recycle

The Drop-off Center on Pleasantview Road

In addition to [Mixed Containers](#) and [Paper, Boxes & Bags](#), you can recycle all of the materials on page 5 at the Pleasantview Road Drop-off Center. *See article on back page.*

The Drop Sites

These Drop Sites are open 24/7 and accept [Mixed Containers](#) and [Paper, Boxes & Bags](#). For a map showing the locations visit EmmetRecycling.org.

Alanson Area

Off Milton Avenue, in the Village Public Works Yard

Cross Village

Off Levering Road on Oak Drive, next to the Firehouse

D&W Plaza

In D&W Plaza, at the west end near the coin laundry

Harbor Springs Area

In the parking lot at the Harbor Springs IGA

Mackinaw City

Behind the Schools and the Recreation Complex, where Perrot Street meets Pond

Pellston

At the corner of State Street and Zipf

Petoskey News-Review

In their parking lot at the corner of Howard and Michigan Streets

Petoskey South **NEW**

In Bear Creek Crossings (with Lowe's) in the corner by Pet Supplies Plus

Robinson Road

Across from Jurek's Market

Springvale Township

Behind the Township Hall off Mitchell Road

State Road

At the Readmond Township Hall, just off State Road on Wormwood Road

Toski-Sands

Behind Toski-Sands Plaza on M-119

Curbside Convenience

Curbside collection of recyclables is available FREE to most residents of the following:

**Bear Creek Township
Little Traverse Township
Resort Township**

**Harbor Springs
Petoskey**

**Bay Harbor
Bay View**

If you live in one of these communities, but don't have two totes or a cart, call 348-0640. We'll deliver to you within a week.

For a low annual fee, businesses in these communities can also use the service.

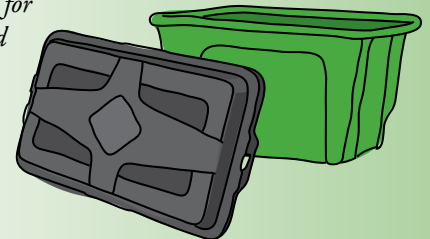


Holidays

Curbside pickups will be one day later than usual for the rest of the week following Memorial Day, Labor Day and Thanksgiving. Also, if New Year's Day, Independence Day, and/or Christmas Day fall on weekdays, they will bump curbside pickups one day later for the rest of the week.

LIDS AVAILABLE FREE*

*Lids for the green curbside totes are available *free while current supplies last. Pick them up at the Pleasantview Road Drop-off Center or at the County Building. Our thanks go out to Petoskey-Harbor Springs Area Community Foundation for helping fund free lids.*



Recycle Even More! At the Pleasantview Road Drop-off Center

Clean clothing,
bedding, and
shoes **FREE!**

Mattresses, springs
and futons

Fees apply*

Plant plastics **FREE!**

Cell packs, flats and pots

- Please tap out soil and stack like with like
- Accepted from Apr 1 to Nov 1

Electronics

Fees may apply.*

Electronics collected by Emmet County Recycling are fully recycled by a third-party certified processor. Beware of the many electronics "recyclers" who sell the valuable parts and discard the rest, including toxic materials.

Small appliances

(also see Electronics)

Fees may apply*

Please throw away removable parts not made of plastic or metal—vacuum cleaner bags, glass carafes, wicks, microwave turntables, etc.

Large appliances

(also see Electronics)

Fee may apply*

Air conditioners, dehumidifiers,
freezers and refrigerators

If not tagged by a certified technician—as required by law before recycling or disposal to prevent release of refrigerants—there's a \$25 fee.

Fluorescent light bulbs

- Compact fluorescent bulbs okay
- NO broken bulbs

Bulbs from home use **FREE!**

From businesses, fees apply*

Cooking oil and grease **FREE!**

- Raw fats are okay too.
- Empty into the black cooking oil tank.

Batteries

- All kinds **accepted at the Pleasantview Drop-off Center.**
- Household batteries are also collected at nine stores. For locations visit EmmetCounty.org
- Batteries from home use **FREE!**
- From businesses, fees apply*

Antifreeze **FREE!**

Motor oil plus **FREE!**

- NO gasoline or contaminated oil (e.g., oil with gas or water). To dispose of these call the Household Chemical Drop-off Program at 231-348-0640.

Tires

- On-the-rim is okay.
- Fees apply*

Latex paint

- Easy! No need to mix in anything or wait for it to dry.
 - Accepted Apr 1 to Nov 1
- Fees apply*

Rubble and ceramic fixtures

- Bricks, concrete, asphalt and ceramics including sinks, etc.
 - Rebar and wire mesh are okay
 - Please remove seats, faucets, etc. from fixtures
 - NO lead paint or asbestos
- Fee applies*

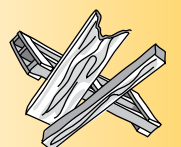
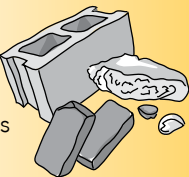
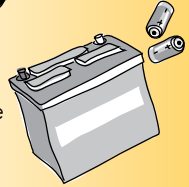
Scrap metal **FREE!**

- NO vehicle or propane tanks

Wood

- Nails are okay.
 - NO treated wood, plywood, or particle board
- Fee applies*

NEW!



* Recycling Fees: Most SAVE You Money!

We have to charge to recycle some materials with high transportation and/or processing costs.

However, in most cases, the fees save you 40% or more compared to the cost to landfill the same material!

For specific fees, visit EmmetRecycling.org or call 231-348-0640 (weekdays) or 231-526-2031 x3 (Saturdays).

The Pleasantview Road Drop-off Center

GARBAGE, RECYCLING, COMPOSTABLES

You can drop everything (*almost*) at the Center:

- Garbage for transfer to a landfill
- Yard waste to be composted
- Day-to-day recyclables: • Mixed Containers
 - Papers, Boxes & Bags
- More recyclables, like electronics, concrete, cooking oil, and latex paint.
(See page 5 for details.)
- Coming Soon: Food waste drop-off pilot project!

Center personnel prepare the recyclables for transport to the factories that use them.

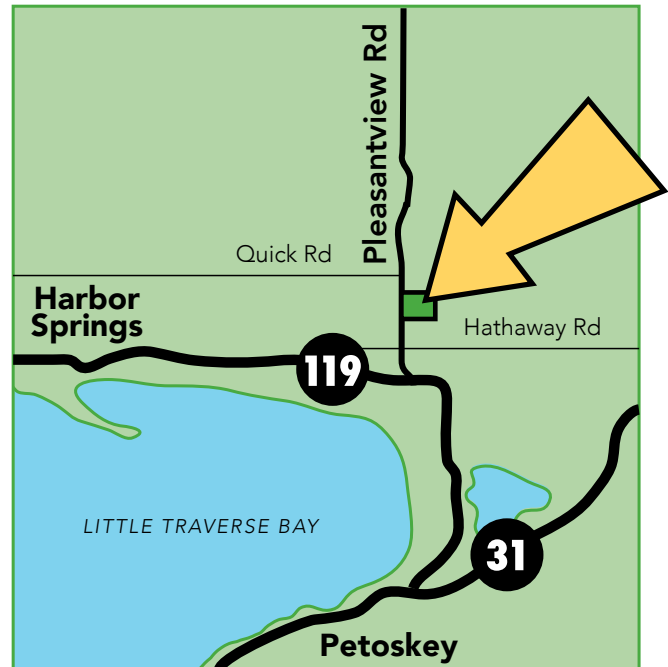
Open

8 AM - 4 PM weekdays 7363 Pleasantview Rd
 8 AM - 3 PM Saturdays Harbor Springs, MI
 except major holidays 231-526-2031 x3

EmmetRecycling.org | 231-348-0640

*Recycling Information and Administrative Offices
 Emmet County Department of Public Works
 200 Division Street, Suite G-76, Petoskey, MI 49770 | 231-348-0640*

Coming soon: the DPW office will be moving to 3434 Harbor-Petoskey Rd (M-119), Harbor Springs, MI 49740 in 2017



This newsletter is printed on 100% post-consumer recycled paper.

Emmet County

Recycling Guide



Recycle for Michigan

We roll your recyclables out to supply factories all over Michigan, creating jobs and conserving energy and resources.



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: June 17, 2019

PREPARED: June 11, 2019

AGENDA SUBJECT: Local Agency Pavement Warranty Program

RECOMMENDATION: That the City Council adopt two proposed resolutions

Background As part of the Transportation Funding Package of 2015, the Michigan Legislature created a requirement MCL 247.662 and 247.663 that each local road agency in Michigan adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation (MDOT). The resulting Michigan Local Agency Pavement Warranty Program is the statewide accepted format that local agencies can use for hot mix asphalt (HMA) and concrete paving projects on public roads and streets, if they opt to utilize a warranty on a project. This Warranty Program must be adopted by every community no later than September 18, 2019, and every community must consider a warranty on each project utilizing any state or federal funding that has \$2 million or more in paving-related components.

The program was developed by the Local Agency Pavement Warranty Task Force including representatives of the Michigan Municipal League, County Road Association, MDOT, Federal Highway Administration-Michigan, Michigan's Local Technical Assistance Program (LTAP), municipal road agencies, legal counsels and industry representatives.

The overall goal of the Michigan Local Pavement Warranty Program is to have one standardized method for applying pavement warranties on local agency projects, which provides a consistent, quantifiable and transparent program that pavement contractors can recognize and implement.

Action That City Council adopt the Pavement Warranty Program by adopting two separate resolutions.

1. The first resolution is to adopt a Local Pavement Warranty Program and its accompanying documents.
2. The second resolution is to implement a Local Pavement Warranty Program that defines the agency's intent to apply the warranty program consistent with the Local Agency Pavement Warranty Guidelines and report annually on each project that includes \$2 million or more in paving-related components and includes any state or federal funds.

rs
Enclosures



City of Petoskey

Resolution

WHEREAS, the Michigan Legislature (MCL 247.663) requires each city or village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018; and

WHEREAS, the Michigan Local Agency Pavement Warranty Program was developed by the Local Agency Pavement Warranty Task Force for use by all 533 cities and villages in the format approved by the Michigan Department of Transportation in 2018; and

WHEREAS, the Michigan Department of Transportation has reviewed and approved the Michigan Local Agency Pavement Warranty Program consisting of Special Provisions (Boilerplate, Concrete, HMA, Location, Pass-Through Warranty Bond); a Warranty Bond Form and Contract Form; and Guidelines for Local Agency Pavement Warranty Programs:

NOW THEREFORE BE IT RESOLVED, the City of Petoskey City Council hereby adopts the Michigan Local Agency Pavement Warranty Program and accompanying documents in accordance to the requirements of MCL 247.663; and

BE IT FURTHER RESOLVED, this resolution is made a part of the minutes of the City of Petoskey meeting on June 17, 2019.

State of Michigan)
County of Emmet) ss
City of Petoskey)

I, Alan Terry, Clerk of the City of Petoskey, do hereby certify that the foregoing is a true copy of a resolution adopted by the City of Petoskey City Council in regular session assembled on the 17th day of June 2019, and of the whole thereof.

In witness where of, I have here unto set my hand and affirmed the corporate seal of said City this ____ day of _____, 2019.

Alan Terry, City Clerk



City of Petoskey

Resolution

WHEREAS, The Michigan Legislature created a requirement (MCL 247.663) as part of the Transportation Funding Package of 2015 that requires each city and village to adopt a Local Agency Pavement Warranty Program that was approved by the Michigan Department of Transportation in 2018; and

WHEREAS, the City of Petoskey City Council adopted the Michigan Local Agency Pavement Warranty Program on June 17, 2019; and

WHEREAS, the City of Petoskey agrees to consider a local pavement warranty on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds; and

WHEREAS, the Local Agency Pavement Warranty Program law requires each city and village to report annually on each project that includes \$2 million or more in paving-related items *and* includes any state or federal funds, whether or not a warranty was utilized in the project; and

WHEREAS, the City of Petoskey agrees to implement the Michigan Local Agency Pavement Warranty Program consistent with the Guidelines for Local Agency Pavement Warranty Program document that was approved by the Michigan Department of Transportation in 2018; and which the City of Petoskey's adopted Implementation Policy defines the City of Petoskey's intent of its pavement warranty program:

NOW THEREFORE BE IT RESOLVED, the City of Petoskey City Council hereby agrees to implement the Local Agency Pavement Warranty Program and annually report in accordance with the law.

State of Michigan)
County of Emmet) ss
City of Petoskey)

I, Alan Terry, Clerk of the City of Petoskey, do hereby certify that the foregoing is a true copy of a resolution adopted by the City of Petoskey City Council in regular session assembled on the 17th day of June 2019, and of the whole thereof.

In witness where of, I have here unto set my hand and affirmed the corporate seal of said City this ____ day of _____, 2019.

Alan Terry, City Clerk

Local Agency Pavement Program

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
HOT MIX ASPHALT and CONCRETE PAVEMENT WARRANTY
1 of 7

RJR

4/8/2018

- a. Description.** The Hot Mix Asphalt (HMA) and Concrete Pavement Warranty (Pavement Warranty) consists of the contract warranty provisions, warranty bond, the terms of this special provision, the terms of the special provisions for Warranty Work Requirements for HMA and Concrete Pavements, and the Specifications for Warranty Work included in the contract. This special provision establishes the common terms, definitions, and requirements applied to pavement projects requiring a warranty. The Pavement Warranty assures and protects the Local Agency (Agency) from specific defects in pavements due to materials and/or workmanship.

Under the Pavement Warranty special provisions the Contractor is responsible for correcting defects in the pavement caused by elements within the Contractor's control (i.e., the materials and/or workmanship), during the warranty term. The Pavement Warranty passes through to subcontractors and / or suppliers at the direction of the Contractor and upon written notice to the Agency. The Agency is responsible for the pavement design. Therefore, the Contractor assumes no responsibility for design related defects. A pavement defect due to the materials, workmanship and the design, will result in a shared responsibility for correcting the defect by the Agency and the Contractor. The Contractor is responsible for the percentage of fault attributable to the materials and/or workmanship. The Agency is responsible for the percentage of fault attributable to the design. Note: The Agency elects to require the Contractor to provide the pavement design(s) in *design-build* contract documents and specifications. In this case, the Contractor is responsible for the percentage of fault attributable to the design

b. Definitions.

Abrasion. The wearing (loss) of a material by tire friction or snow plowing.

Acceptance Date of Warranted Work. The date when the warranted work is complete, has been determined by the Agency to be in compliance with the contract specifications, and is continuously open to traffic. This is the date of warranted work acceptance (See Section c. Warranted Work Acceptance) and constitutes the start of the warranty period. There may be more than one acceptance date of warranted work for a project.

Adhesion. The bonding of a material to an underlying pavement surface.

Asphalt Flushing. The accumulation of excess asphalt binder on the pavement surface that creates a shiny, reflective condition, and becomes tacky to the touch at high temperatures.

Cohesion. The resistance of a material to internal rupture.

Conflict Resolution Team (CRT). The three-person team responsible for voting in resolution of disputes between the Agency and the Contractor regarding any claim of non-compliance with the warranty requirements.

Crack. A visible fissure or surface discontinuity that may or may not extend through the entire slab/pavement. Cracks may be singular or in multiple patterns. Surface Crack types are:

- a. **Alligator.** Parallel longitudinal cracks with transverse tears between them exhibiting a pattern similar to an alligator hide. An alligator crack typically starts in a wheel path and may extend to other lane locations of a HMA pavement.
- b. **Block.** Transverse and longitudinal cracking in a pavement that has progressed to a pattern that the pavement is broken into blocks of size less than 12 - foot by 12 - foot. The shape of each block may be irregular.
- c. **Corner.** Orientation is generally diagonal and located near a concrete slab corner. It may intersect either a transverse or a longitudinal pavement joint.
- d. **Longitudinal/Open Joint.** A crack, at least five feet in length, that is oriented primarily in the longitudinal direction versus the transverse direction. That is, the angle between the overall crack line and the centerline is less than 45 degrees. It can exist anywhere in the driving lane; i.e., at the pavement centerline joint, wheel path, center of lane, or lane/shoulder joint. This does not include reflective cracking from underlying pavement.
- e. **Map.** Interconnecting, variable spaced cracks in a random orientation and pattern.
- f. **Non-Working.** Cracks that experience relatively little horizontal or vertical movement as a result of temperature change or traffic loading. As a general rule, a width less than 1/8 inch.
- g. **Transverse.** A crack, at least five feet in length, that is oriented primarily in the transverse direction versus the longitudinal direction. That is, the angle between the overall crack line and the transverse line is less than 45 degrees. It can be either straight or irregular in direction.
- h. **Working.** Cracks that experience considerable horizontal or vertical movement as a result of temperature change or traffic loading. In general, the width is greater than or equal to 1/8 inch.

De-bonding. A physical separation of two HMA layers. De-bonding will be visually identified as shoving, or loss of the top course. Surface potholes, regardless of depth, will be classified as de-bonding.

Driving Lane(s). The delineated pavement surface used by traffic and the portion of the pavement considered warranted work. Each of the following is considered a separate driving lane.

- Each individual mainline lane.
- The sum of all ramp lanes and the associated acceleration/deceleration lanes is considered a separate driving lane.
- The sum of all auxiliary lanes, such as passing lanes and turn lanes, is considered a separate driving lane.

Approaches, driveways, shoulders and adjoining transition tapers between various types of pavement are not considered driving lanes for the purpose of this provision.

Joint Sealant Failure. The loss of material integrity consisting of either adhesive failure de-bonding), cohesive failure (material separation), or the complete loss of sealant material.

Local Agency. A road commission or municipality with legal responsibility for the roads or streets within their respective governmental jurisdictions. Sometimes referred to as Agency.

Loss of Cover Aggregate. Areas of coarse and fine aggregate removal from the pavement surface caused by the mechanical action of troweling and/or grooving the concrete surface during placement.

Opening to Traffic. The allowance of vehicles on the new pavement with the appropriate lane markings/striping and signage.

Over-band. A type of crack sealing in which sealing material is allowed to completely cover prepared cracks by extending onto the adjacent pavement surface.

Raveling. Surface disintegration of a HMA pavement, due to the loss of coarse or fine aggregate material that occurs over an area or in a continuous longitudinal strip. Wear caused by snowplow abrasion is not considered raveling.

Rutting. A longitudinal surface depression in the wheel path. It may have associated transverse displacement or humping.

Scaling. The concrete surface has a visible, exposed, rough texture from a loss of either aggregate or mortar.

Shattered Slab. A concrete pavement slab broken into four or more sections by full-depth cracks.

Spall. Broken or missing piece of concrete contiguous with the perimeter edge of a slab with a surface area exceeding two square inches.

Warranty Bond. A bond (the lesser amount of 5% (percent) of the total contract amount or \$1,000,000) issued by a surety which guarantees meeting of the warranty requirements.

Warranted Work. Completed warranted work upon acceptance that is to be evaluated throughout the warranty term.

Warranty Work. Corrective actions / repairs performed to correct deficiencies in the completed warranted work in order to achieve final acceptance (Section I of this special provision) at the end of the warranty term.

Warranty. A surety guarantee that the warranty requirements will be met.

- c. Warranted Work Acceptance.** The Agency and the Contractor must jointly review all completed warranted work, or a portion thereof, as determined by the Agency. If the work does not meet contract requirements, the Contractor must make all necessary corrections, at their expense, prior to acceptance. Warranted work acceptance will occur as soon as the Agency's confirmation is in writing in the Agency's acceptance notice. And that contract requirements have been met for the warranted work and has been continuously open to traffic. The date on which acceptance date of warranted work occurs is the start date for the warranty term.

Warranted work acceptance will be documented in the Agency's acceptance notice and executed jointly by the Agency and the Contractor. A copy of the acceptance notice will be sent to the Contractor's warranty bond surety agent by the Agency. Neither the warranted work acceptance nor any prior inspection, acceptance or approval by the Agency diminishes the Contractor's responsibility under this warranty.

The Agency in order to accommodate seasonal limitations or staged construction shall accept the warranted work and begin the warranty term, excluding any area needing corrective work.

Acceptance of material, in penalty, under the Agency's quality assurance program will not relieve the Contractor from meeting the Pavement Warranty requirements for the accepted material.

d. Warranty Bond. The Contractor is to furnish a single term warranty bond on a form supplied by the Local Agency, in an amount stipulated in the Special Provision for Warranty Work Requirements, prior to contract award. The effective starting date of the warranty bond and warranty term will be the Acceptance Date of Warranted Work. The warranty bond will be released at the end of the warranty term and/or upon satisfactory completion of all warranty work; whichever is later as per Section I. Final Acceptance of this special provision.

e. Rights and Responsibilities of the Agency. The Agency:

1. Reserves the right to approve the schedule, time, traffic control and methods proposed by the Contractor to perform warranty work.
2. Reserves the right to approve all material usage and specifications in warranty work.
3. Reserves the right to determine a Contractor's warranty work performance as meeting the contract specifications.
4. Reserves the right to perform, or have performed, routine maintenance during the warranty term; which routine maintenance will not diminish the Contractor's responsibility under the warranty.
5. Reserves the right, upon the non-availability of the Contractor, to make immediate emergency repairs to the pavement to prevent an unsafe road condition as determined by the Agency and upon notification to the Contractor of the requirement for additional repairs.
6. Will be responsible for monitoring the pavement throughout the warranty term. And will provide the Contractor all written reports of the pavement condition related to the warranty requirements. The Agency reserves the right not to relieve the Contractor of any responsibility based upon a claim for any failure by the Agency to adequately monitor the pavement or to report findings to the Contractor.
7. Will be responsible for notifying the Contractor, in writing, of any warranty work (corrective action/repair) requirement to meet the warranty requirements.

f. Rights and Responsibilities of the Contractor. The Contractor:

1. Must warrant to the Agency that the warranted work will be free of defects in the materials and/or workmanship. Ensure the warranty bond is described on the completed form and submitted to the Agency prior to award of contract.
2. Will be responsible for performing all warranty work including, but not limited to, maintaining traffic, finish pavement marking, and restoring all other associated pavement features, at the Contractor's expense.

3. Will be responsible for performing all repairs, resulting from being in non-compliance with the warranty requirements, using Agency approved materials and methods. Corrective actions and/or repairs shall commence before the expiration of the 60-day period of notification unless otherwise approved by the Agency.

4. Will be responsible to perform emergency repairs of the warranted work upon verbal and written notification from the Agency as per Section k. Emergency Repairs in this Special Provision.

5. Must notify the Agency and submit a written course of action for performing the needed warranty work a minimum of 10 (ten) calendar days prior to commencement of warranty work, except in the case of emergency repairs as detailed in this special provision. The submittal must propose a schedule for performing the warranty work and the materials and methods to be used.

6. Must follow an Agency approved maintaining traffic plan when performing warranty work. Ensure all warranty work is performed under permit issued by the Agency's Engineer. The permit fee and an individual permit performance bond will not be required. The permit insurance requirements, however, will apply.

7. Must furnish to the Agency, if warranty work required, a supplemental lien bond covering any warranty work being performed. The supplemental bond is furnished prior to beginning any warranty work. Ensure the supplemental bond is in the amount required by the Agency to cover the costs of warranty work.

8. Must complete all warranty work prior to conclusion of the warranty period, or as otherwise agreed to by the Agency.

9. Will be liable during the warranty period in the same manner as Contractors currently are liable for their construction related activities with the Agency pursuant to the current MDOT Standard Specifications for Construction including, but not limited to subsections 104.07.C, 107.10, and 107.11 or revisions thereto. This liability will arise and continue only during the period when the Contractor is performing warranty work. This liability is in addition to the Contractor performing and/or paying for any required warranty work, and will include liability for injuries and/or damages and any expenses resulting therefrom which are not attributable to normal wear and tear of traffic and weather; but are due to non-compliant materials, faulty workmanship, and to the operations of the Contractor as set forth more fully in subsections 104.07.C, 107.10 and 107.11 of the current MDOT Standard Specifications for Construction or revisions thereto.

g. Evaluation Method. The Agency will conduct pavement evaluations by dividing the project into segments. Each individual driving lane will be divided into segments of 528 feet (1/10 mile) in length for measuring and quantifying the condition parameters. The Evaluation Method will include field pavement condition reviews. The Agency reserves the right to waive this evaluation in emergency situations.

The beginning point for laying out segments will be the Point of Beginning (POB) of the project. Segments will be laid out consecutively to the Point of Ending (POE) of the project. The original segmentation of the project will be used for all successive reviews throughout the warranty term.

h. Condition Parameters. Condition parameters are used to measure the performance of the warranted pavement during the warranty term. Each condition parameter threshold limit is applied to each segment and defines the number of allowable defective segments before corrective action (warranty work) is required.

During the warranty term, the Contractor will not be held responsible for pavement defect caused by factors unrelated to materials and/or workmanship. These include but are not limited to: chemical and fuel spills, vehicle fires, snow plowing, and quality assurance testing such as coring. Other factors considered to be beyond the control of the Contractor which may contribute to pavement distress will be considered by the Agency's Engineer on a case by case basis upon receipt of a written request from the Contractor.

- i. **Warranty Requirements.** Warranty work will be required when the following two criteria are met as a result of a defect in the pavement.

Criterion 1 - The threshold limit for a condition parameter is exceeded, and

Criterion 2 - The maximum allowable number of defective segments is exceeded for one or more condition parameters for a driving lane.

Specific threshold limits and segment limits are covered in the Agency's Special Provision for Warranty Work Requirements.

Joint field investigation(s) by the Agency and the Contractor will be conducted to reach an agreement to determine the cause(s) of the pavement defects, whether the cause(s) are a result of defects in materials and/or workmanship, and assignment of responsibility. All costs related to the joint field investigation will be shared proportionately between the Contractor and the Agency based on the determined cause of the condition.

If an agreement cannot be reached, a Conflict Resolution Team (CRT) shall be convened in accordance with Section j. Conflict Resolution Team of this special provision.

- j. **Conflict Resolution Team (CRT).** If a dispute arises on the application or fulfillment of the terms of this warranty, either party may serve written notice that appointment of a CRT is required. The sole responsibility of the CRT is to provide a decision on disputes between the Agency and the Contractor regarding application or fulfillment of the warranty requirements. The CRT will consist of three voting members:

- One (1) member selected and compensated by the Agency.
- One (1) member selected and compensated by the Contractor.
- One (1) member mutually selected by the Agency and the Contractor. Compensation for the third party member will be equally shared by the Agency and the Contractor.

At least two members of the CRT must vote in favor of a motion to make a decision.

The CRT decides the need for a forensic investigation, its scope and the party to conduct the investigation. The forensic investigation, if any, will be conducted following the NCHRP Report 747 "Guide for Conducting Forensic Investigations of Highway Pavement". All costs related to the forensic investigation will be shared proportionately between the Contractor and the Agency based on the determined cause of the condition.

- k. **Emergency Repairs.** When the Agency determines that emergency repairs of the warranted work are necessary for public safety, the Agency or its agent may take immediate and sufficient repair action to safeguard the traveling public prior to notification to the Contractor of the need for emergency repairs. Emergency repairs of warranted work by the Contractor must be authorized by the Agency's Engineer.

Prior to emergency repairs of warranted work, the Agency will document the basis for the emergency action. In addition, the Agency will preserve documentation of the defective condition.

However, should the Contractor be unable to perform emergency repair requirements, to the Agency's satisfaction and within the time frame required by the Agency, the Agency will perform, or have performed any emergency repairs deemed necessary. Any such emergency repairs undertaken will not relieve the Contractor from meeting the warranty requirements of this special provision. Any costs associated with the emergency repairs will be paid by the Contractor if determined to be the fault of the Contractor.

- l. Final Acceptance.** The Agency and Contractor must jointly review all of the warranted work and any warranty work at the end of the warranty term to determine meeting of contract requirements. The Agency's final acceptance date of warranted work and any warranty work will occur as soon as the Agency's confirmation is in writing, on the Agency's final acceptance notice as jointly executed by the Agency and Contractor And that contract requirements have been met for the warranted work and any warranty work. The Agency will authorize the release of the warranty bond, and with a copy of the final acceptance notice sent to the Contractor's warranty bond surety agent.
- m. Non-extension of Contract.** This special provision must not be construed as extending or otherwise affecting the claim process and statute of limitation applicable to this Contract.
- n. Measurement and Payment.** All costs, including engineering and maintaining traffic costs, associated with meeting the requirements of this special provision are considered to be included in the contract unit prices for the warranted work items regardless of when such costs are incurred throughout the warranty term or after the end of the warranty term as jointly agreed upon between the Agency and the Contractor. These costs include but are not limited to, all materials, labor and equipment necessary to complete the required warranty work.

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
**WARRANTY WORK REQUIREMENTS FOR JOINTED
PLAIN CONCRETE PAVEMENT**

LM

1 of 3

3/8/2018

a. Description. This special provision is for use with MICHIGAN LOCAL ROAD AGENCY SPECIAL PROVISION FOR HOT MIX ASPHALT and CONCRETE PAVEMENT WARRANTY for construction/reconstruction projects using jointed concrete pavement on an unbound or stabilized aggregate base that will be warranted against defects in workmanship and materials.

When a local agency concrete project is to be warranted, its Initial Acceptance shall follow Section.602 of the current MDOT Standard Specifications for Construction.

b. Terms of the Warranty

Limits of the Warranted Work - Warranted work includes all jointed plain concrete pavement placed in driving lanes within the project limits, unless described otherwise on the plans.

Warranty Term - A timeframe which begins at the Acceptance Date of Warranted Work of a completed Concrete Pavement project. Multi-phased projects may have multiple "Acceptance Dates of Warranted Work." The Warranty Term will last five (5) years, unless otherwise specified in the contract.

Warranty Bond - The Contractor shall furnish a single term bond worth 5% of the total contract or \$1,000,000 whichever is less, secured in the name of the road owner and/or the agency in charge of the project. The effective starting date of the warranty bond will be the Acceptance Date of Warranted Work. The warranty bond will be released at the end of the warranty period or upon satisfactory completion of all warranty work; whichever is later.

Warranty Requirements - Table 1 lists maximum allowable defect thresholds for each condition per 1/10th-mile lane segments and the maximum allowable number of segments for each condition parameter. If the Contractor has not met any warranty requirement, even in non-contiguous segments, the Engineer will request warranty fixes.

Each driving lane will be assessed separately. Any warranty work required of the Contractor to correct deficiencies for any condition, will be full-width across the driving lane.

c. Quality Control / Quality Assurance (QA/QC). The Contractor is responsible for project quality and must provide QC testing procedures and results.

The Engineer will perform Quality Assurance (QA) testing as a spot-check to determine Initial Acceptance or assess penalties if specifications are not met. QA testing does not relieve the Contractor of QC responsibilities. A Contractor may not use QA tests as evidence in a warranty dispute.

d. Initial Ride Quality Acceptance. Initial Ride Quality requirements are outlined in the bid documents.

e. Corrective Action. Table 2 lists the recommended corrective actions/treatments for the various defects. The Contractor may use an alternative action subject to Engineer's approval.

Table 1: Warranty Requirements

Condition Parameter or Defect	Threshold Limits Per Segment (Length = 528 feet)	Max. Defective Segments Per Driving Lane-Mile (b)
Transverse Crack	2 (a)	1
Longitudinal Crack	5% of segment length	1
Map Cracking	10% of segment area	1
Spalling	10% each slab (c) < 2 slabs	1
Surface Scaling	15% of the slab area < 1 slab	1
Corner Cracking	1	1
Joint Sealant Failure	10% joint length (c,d) < 2 slabs	1
Shattered Slab	0	0

a. For segments less than 1/10 mile in length, divide the segment length in feet by 528. The multiply the threshold limit shown in the table by this fractional number. Round the result to the nearest whole number for the new threshold limit. In no case can the threshold limit be less than 1.

b. The maximum allowable number of defective segments per condition for a specific driving lane is determined by multiplying the length of the specific driving lane in miles by the maximum allowable defective segments per mile as shown in the table for that condition. . In no case can the max Defective segments per driving lane limit be less than 1.

c. Can be non-contiguous. 10% value applies to total perimeter (four sides) of the slab.

d. Applies to all transverse and longitudinal joints on the perimeter of the slab. Non-contiguous lengths will be summed on a per-slab basis.

Table 2: Recommended Corrective Action

Condition Parameter or Defect	Recommended Action (a)
Longitudinal Cracking (b)	Retrofit load transfer
Transverse Cracking (b)	Retrofit load transfer
Corner Cracking	Full-depth, tied, concrete patch
Map Cracking	Remove and replace
Spalling	Repair with epoxy or cement mortar (c)
Surface Scaling	Diamond grind surface (d)
Joint Sealant Failure	Remove and replace seal material (e)
Shattered Slab	Full depth slab replacement (f)
<p>a. If multiple defects are present, the Engineer may revise the recommended actions, up to and including removal and replacement.</p> <p>b. The Engineer's requested corrective treatment will depend on the crack's location and depth. Full-depth T-cracks require retrofit load transfer (> 90% load transfer efficiency) as a minimum. Full depth/full length L-cracks require slab removal and replacement, if outside influence of lane ties.</p> <p>c. The Engineer's requested repair depends on the area and depth of spall, relying on most current specifications in the MDOT Material's Technology Section, Construction and Technology Division.</p> <p>d. Diamond grinding applies to entire slab surface area where scaling exists.</p> <p>e. Replace with existing material type. Neoprene seals are removed and replaced full-width.</p> <p>f. All shattered slabs must be removed and replaced.</p>	

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
**WARRANTY WORK REQUIREMENTS FOR
HOT MIX ASPHALT PAVEMENTS**

LM

1 of 3

3/8/2018

a. Description. This special provision is for use with MICHIGAN LOCAL ROAD AGENCY SPECIAL PROVISION FOR HOT MIX ASPHALT and CONCRETE PAVEMENT WARRANTY for Local Agency projects constructing a Hot Mix Asphalt (HMA) pavement that will be warranted against defects in workmanship and materials.

Follow Section 501 of the current MDOT Standard Specifications for Construction to determine initial acceptance of a warranted project.

b. Definitions of the Work Types as defined in this specification

Long Term Warranty - This includes **New Construction / Reconstruction** and HMA placement on an approved aggregate base where the subbase and drainage have been analyzed and determined that the planned improvements meet design life requirements.

Medium Term Warranty– This includes **Rehabilitation** and when HMA is placed on an aggregate base, subbase, and/or drainage situation, which was not analyzed to assure that the existing materials and/or planned improvements meet the pavement's design life requirements and the project did not include or improve the base, sub-base and/or drainage. This includes crush-shape-pave projects and other similar 3R work.

Short Term Warranty– This is for **Overlays** when HMA is placed on existing HMA, concrete or composite pavement.

c. Terms of the Warranty

Limits of Warranted Work - Warranted work includes all HMA placed in driving lanes in the project limits, unless otherwise indicated on project documents.

Warranty Term – A timeframe which begins at the Acceptance Date of Warranted Work of a completed HMA project. Multi-phased projects may have multiple “Acceptance Dates of Warranted Work.” Warranty term length is specified in Table 1

Warranty Bond - The Contractor shall furnish a single term bond worth 5% of the total contract or \$1,000,000 whichever is less, secured in the name of the road owner and/or the agency in charge of the project. The effective starting date of the warranty bond will be the Acceptance Date of Warranted Work. The warranty bond will be released at the end of the warranty period or upon satisfactory completion of all warranty work; whichever is later.

Warranty Requirements - Table 1 lists maximum allowable defect thresholds for each condition per 1/10-mile lane segments and the maximum allowable number of defective segments for each condition parameter. If the Contractor has exceeded any warranty requirement, even in non-contiguous segments, the Engineer will request warranty fixes.

Each Driving lane will be assessed separately. Any warranty work required of the Contractor to correct deficiencies for any condition, will be full-width across the entire driving lane.

d. Quality Control/Quality Assurance (QA/QC) - The Contractor is responsible for project quality and must provide QC testing procedures and results to the Engineer.

The Engineer will perform Quality Assurance (QA) testing, as a spot-check to determine Initial Acceptance or assess penalties if specifications are not met. QA testing does not relieve the Contractor of QC responsibilities.

e. Corrective Actions. Table 2 lists recommended corrective actions to outline typical acceptable treatments for the various condition parameters. The Agency will accept the listed corrective action if the action addresses the cause of the condition parameter. The Contractor may use an alternative action subject to Engineer's approval.

Table 1: Warranty Requirements

	LONG TERM WARRANTY (INCLUDES NEW CONSTRUCTION / RECONSTRUCTION)		MEDIUM TERM WARRANTY (INCLUDES REHABILITATION CRUSH & SHAPE & PAVE)		SHORT TERM WARRANTY (INCLUDES SINGLE COURSE & MULTIPLE COURSE OVERLAY)	
Condition Parameter	Threshold Limits Per Segment (Segment Length = 528 feet = 1/10 mile)	Max. Defective Segments Per Driving Lane-Mile	Threshold Limits Per Segment (Segment Length = 528 feet = 1/10 mile)	Max. Defective Segments Per Driving Lane-Mile	Threshold Limits Per Segment (Segment Length = 528 feet = 1/10 mile)	Max. Defective Segments Per Driving Lane-Mile (c)
Warranty period	5 years		3 years		1 year	
Transverse Cracking	3(b)	1	3(b)	2 (d)	3(a,b,d)	3 (a,d)
Open Joints & Long. cracking	10% of Segment length	1	25% of Segment length	2 (d)	25% of Segment length(a,d)	3 (a,d)
De-bonding	5% of Segment length	1	5% of Segment length	1	5% of Segment length	1
Raveling	8% of Segment length	1	8% of Segment length	1	8% of Segment length	1
Flushing	5% of Segment length	1	5% of Segment length	1	5% of Segment length	1
Rutting (d, e, f)	Ave. rut depth = 3/8 inch	1 (e)	Ave. rut depth = 3/8 inch	1 (e)	Ave. rut depth = 3/8 inch	1 (e)
Alligator or block cracking (g)	Any amount	0 (none allowed)	Any amount	0 (none allowed)	Any amount	0 (none allowed)

- a. For a single course overlay, or multiple course overlays less than 2" thick, transverse and longitudinal cracking will not be warranty conditions.
- b. For segments less than 1/10 mile in length, divide the segment length in feet by 528. Then multiply the threshold limit shown in the table by this fractional number. Round the result to the nearest whole number for the new threshold limit. In no case can the threshold limit be less than 1.
- The maximum allowable number of defective segments per condition for a specific driving lane is determined by multiplying the length of the specific driving lane in miles by the maximum allowable defective segments per mile as shown in the table for that condition. Round all fractional values to the nearest whole number. In no case can the max. segments per driving lane limit be less than 1.
- c. The Engineer shall waive this requirement if it is determined the cracks are reflective cracks from the surface being overlaid.
- d. Rut-depth threshold applies to each wheel path individually.
- e. For single course overlays constructed on existing rutted pavement without first milling, wedging or otherwise fixing the existing ruts > 1/2 inch, the Engineer shall waive this requirement.
- f. The Engineer will evaluate for rutting throughout the warranty period. If rutting is found in a 1/10-mile segment, the rutting will be measured in that segment at the POB and every 132 feet thereafter.
- The Engineer will take rut measurements with a straight, rigid device at least 7 feet long that does not deflect from its own weight, or a wire that remains taut when extended 7 feet. The Engineer will place across the pavement, perpendicular to travel with at least one bearing point on either side of a rut. The straightedge is properly located when sliding it along its axis does not change these contact points. The Engineer will measure rut depth at the greatest distance from the bottom of the straightedge to the bottom of the paved rut.
- g. Any amount of alligator and/or block cracking is unacceptable, and must be removed and replaced as directed by the Engineer.

Table 2: Suggested Corrective Actions

Condition Parameter	Recommended Action
Transverse cracking	Seal, or cut/seal (per Engineer direction)
Longitudinal cracking	Seal, or cut/seal (per Engineer direction)
De-bonding	Mill, resurface affected courses
Raveling	Mill, resurface affected courses
Flushing	Mill, resurface affected courses
Rutting	Microsurface or mill/resurface (a)
Alligator or block cracking	Remove and replace (b)
Note: The actual fix approved by the Engineer may differ from these suggestions.	
a. The Engineer's recommended action depends on rut depth.	
b. Removal and replacement will be required for any areas exhibiting alligator or block cracking to the extent and depth of the cracking.	

Designers should add the project specific type of warranty and additional information shown in the example for the project following the format in the example below. Ensure the font and color is correct for the special provision, then delete this note and submit with the project at turn in to LAP (MDOT oversight) or Local Agency (local oversight) without further review.

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
PAVEMENT WARRANTY INFORMATION

LM

1 of 1

3/8/2018

a. Description. This work consists of the determined low Bidder, or the subcontractor(s) indicated in writing from the contractor, providing a warranty bond for the warranty(ies) listed herein. Below are the warranty(ies) required in this contract along with the locations where the warranty applies and a listing of the pay items and estimated quantities associated with that warranty type.

Example of warranty information to be added.

WARRANTY WORK REQUIREMENTS FOR HMA PLACED OVER AGGREGATE BASE WITH OUT BASE OR DRAINAGE IMPROVEMENTS - applies for job number 123456A from:

Sta. 10+00 (POB) to 20+50 for southbound
Sta. 10+00 (POB) to 20+50 for northbound

Pay Item Description	Quantity and Pay Units
HMA, 4E1	500 Ton
HMA, 5E1	500 Ton

WARRANTY WORK REQUIREMENTS FOR HMA RECONSTRUCTION - applies for job number 123456A from:

Sta. 20+50 to Sta. 35+00 (POE) for southbound
Sta. 20+50 to Sta. 35+50 (POE) for northbound

Pay Item Description	Quantity and Pay Units
HMA, 4E1	500 Ton
HMA, 5E1	500 Ton

b. Bonds. Ensure the bonds are on approved forms. Ensure the bonds meet the requirements of Michigan law and of the local agency, and include other items such as the powers of Attorney and Endorsement as specified by the Local Agency.

c. Construction. None specified.

d. Measurement and Payment. The bonds will not be paid for separately but are considered to be included in the cost of the related items of work.

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
PASS-THROUGH WARRANTY BONDS

LM

1 of 1

9/5/2017

a. Description. This special provision establishes the conditions under which and method for a contractor to assign responsibility for the warranty obligations and the providing of a warranty bond to a warranty contractor(s). Second tier subcontractor assignments are prohibited.

b. Requirements. Ensure the Warranty Contract(s) and warranty bond(s) are on forms provided by the Local Agency. Ensure the bonds meet the requirements of Michigan law and of the Local Agency and include other items such as the powers of Attorney and Endorsement as specified by the Local Agency.

c. Method. The assignment must be made to the warranty contractor(s) that will perform the work covered by the warranty. If for any reason after signing the Warranty Contract and providing the Warranty Bond, the warranty contractor does not perform the work, the warranty contractor will remain obligated for the warranty obligations and the warranty bond obligations will remain in effect unless the Local Agency consents in writing to substituting a different contractor to assume those warranty obligations and accepts a substitute warranty bond.

The assignment of warranty work must be designated with and at the time of electronic bid submittal. To become a warranty contractor responsible for the warranty obligations of the contract, and providing a warranty bond, the warranty contractor must complete and submit to the Local Agency a Warranty Contract and a Warranty Bond for each warranty it will be responsible for. Ensure the Warranty Contract is signed by an authorized signer of the warranty contractor, as identified in its prequalification application.

Submit the Warranty Contract and Warranty Bond to the Local Agency prior to award of the construction contract to the prime contractor for the work to which the warranty applies. Ensure the warranty contractor is prequalified in the work classification for the type of work to be warranted. The Warranty Bond must guarantee performance of all warranty obligations for the covered work, in accordance with the Warranty Contract. All provisions of the prime contract will be applicable to the warranty contractor in regard to the warranty work, except as otherwise expressly provided in the Warranty Contract.

Under no circumstances does the assignment of the warranty work and the execution of a Warranty Contract create any obligations to the Local Agency beyond the obligations undertaken in the prime contract. The purpose of the Local Agency accepting the assignment of warranty obligations is to allow a warranty contractor to stand in place of the prime contractor for purposes of the warranty work without increasing any obligation or liability that the Local Agency would have had if the prime contractor had not assigned the warranty work.

d. Measurement and Payment. This work will not be paid for separately, but will be included in costs for other pay items.

PASS THROUGH WARRANTY CONTRACT

This contract ID number _____ (Contract) is executed on the date signed below by the <Chairman of the Board?, Manager? Superintendent?> of the <local agency name> (Local agency) between the Warranty Contractor, Prime Contractor and the Department in conjunction with the execution of this contract ID number, _____ between the Local Agency and the Prime Contractor.

(Warranty Contractor)

(Prime Contractor)

The work included within this Warranty Contract is, (Warranted Work), described here:

The Warranty Contractor represents that it has entered into a subcontract with the Prime Contractor to perform Warranted Work for the project, but that any failure to have properly done so, or any breach or failure in the performance of that subcontract, shall not diminish or otherwise affect the obligations of the Warranty Contractor to the Department under this warranty contract. Nor shall the obligations of the Warranty Contractor to the Department under this warranty contract be diminished or affected if the Prime Contractor or some other person performs some or all of the Warranted Work or warranty obligations for the project, unless the Department consents to, and executes, a written amendment to this warranty contract.

Insofar as they pertain to the warranty rights and obligations, the terms of the contract are hereby incorporated by reference into this warranty contract and, for purposes of this warranty contract, references in the contract to the contractor shall be deemed to refer to the Warranty Contractor.

The Warranty Contractor hereby agrees to fulfill and perform, without qualification or exception, all of the warranty obligations under the terms of the contract, as if they were the Prime Contractor. Until acceptance of the Warranted Work, the Prime Contractor will be responsible to the Department for ensuring completion of the Warranted Work and for fulfilling the terms of the warranty for that work. Upon acceptance of the Warranted Work, the Warranty Contractor shall have full responsibility for the warranty obligations and the Prime Contractor will be relieved of further obligation for performing those warranty obligations.

The Warranty Contractor agrees that its obligations to the Department under this warranty contract are the same as if the Warranty Contractor was the Prime Contractor; the Warranty Contractor can assert no rights, defenses or qualifications to the warranty obligations under the contract that would have been unavailable to the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty. The Warranty Contractor may assert the same rights under the terms of the warranty as could have been asserted by the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty.

This warranty contract may be executed prior to execution of the contract with the Prime Contractor, provided that if the Department fails to execute the contract with the Prime Contractor this warranty contract shall be null and void.

By: _____

By: _____

Title: _____

Title: _____

By: _____

Typed name _____

Local agency _____

Date: _____

<local agency name>
LOCAL AGENCY

PASS THROUGH WARRANTY BOND

Bond Number: _____

KNOWN ALL MEN BY THESE PRESENTS:

That we, _____ (hereinafter called the "Principal" and
_____ (hereinafter called "Surety") a corporation duly
organized under the laws of the State of _____ and duly licensed to transact business in the
State of Michigan, are held and firmly bound unto the <local agency name>
(hereinafter called the "Obligee"), in the sum of \$ _____
dollars for the payment of which sum well and truly to be made, we, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee, under
Contract ID _____ and;

WHEREAS, the said Principal is required to guarantee the:

installed under said contract, against defects in materials or workmanship which may develop during
the period of _____ years beginning the date of the Acceptance Date of Warranted Work by the
Obligee.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal
shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make
good at its own expense any and all defects in materials or workmanship in the said work which may
develop during the period specified above or shall pay over, make good and reimburse to the said
Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said
Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and
effect.

PROVIDED HOWEVER, that in the event of any default on the part of said Principal, a written
statement of the particular facts showing such default and the date thereof shall be delivered to the
Surety by registered mail, promptly in any event within ten (10) days after the Obligee or his
representative shall learn of such default and that no claim, suit or action by reason of any default of
the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of the
warranty period as herein set forth.

Signed this _____ day of _____ 20____.

Contractor _____

By _____

Surety _____

By _____

GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM

By
CRA Engineering Committee
Local Agency Pavement Warranty Task Force

Revised 8-13-2018

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PREFACE- Intent of the Local Agency Warranty Program

The Legislature (P.A. 175 of 2015) requires each local road agency to adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation. Warranties have the potential to improve the quality of road projects, benefitting the drivers, taxpayers and road agencies of Michigan

The intent of the Local Agency Pavement Warranty Program is to provide a warranty program that all local agencies can use for all hot mix asphalt and plain jointed concrete paving projects on public roads and streets. This pavement warranty program was created by the Local Agency Pavement Warranty Task Force, to establish a common pavement warranty program for all local agencies in Michigan. The goals of this Local Agency Pavement Warranty program is to standardize the review, to provide oversight of pavement warranty projects, and to make this program more transparent and uniform for private sector contractors.

This Local Agency Pavement Warranty Program is available for all local road agencies if they choose to use it. Local road agencies vary dramatically in size and sophistication; therefore the Local Road Warranty Task Force developed a warranty program to address the capabilities of the rural, the mid-sized urban and the large urban agencies. This approach provides a warranty program that meets the intent of Public Act 175 of 2015 (MCL 247.662 and 247.663), and provides all local road agencies with a pavement warranty program that provides value to the public.

The Local Road Warranty Task Force recognizes there may be substantial benefits and public confidence resulting from a comprehensive pavement warranty program. However, the existing pavement structure, drainage and planned improvements for each project will need to be evaluated on an individual basis to critically assess a justification or basis for a pavement warranty. Road agencies should anticipate increased project costs related to higher bid prices and costs for the warranty administration such as: pavement monitoring, defect documentation, official notifications, joint field inspections; defect remediation and dispute resolution.

The intent of this GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM, is to provide an overview and guidance on implementing a pavement warranty project. This guideline is intended for local agency use and it not intended to be a contract document.

GUIDELINES FOR LOCAL AGENCY PAVEMENT WARRANTY PROGRAM

Pavement Warranty Reporting and General Warranty Project Selection

According to PA 175 of 2015, all local road agencies must submit an annual report to the state for all projects where the pavement-related bid items exceeded \$ 2 million, regardless of whether or not the agency included a pavement warranty on the project. Each local road agency must submit and maintain its records to comply with the reporting requirements included in Appendix E.

The Task Force determined that the Legislature's intent for local pavement warranties is to provide assurances to elected officials and taxpayers in the use of the new funds arriving for road and bridge infrastructure. Assurances which include that local road projects would be held to a higher standard in the future.

At the same time, there are logical explanations why a local road agency may choose to not require a warranty such as unjustifiably higher costs for a warranted project that may or may not be affordable to the community and may or may not be justified by the scope of the project; recognition of a limit to the contractor's ability to bond for every project; some projects are simple preservation or resurfacing over an existing imperfect road base wherein the contractor cannot control such pre-existing conditions; and many other engineering factors that indicate a pavement warranty would not serve the taxpayer's best interests. Whether or not a warranty is selected on a project with \$2 million in pavement related items, this must be reported to the Legislature on an annual, state fiscal year basis.

The Legislature had the wisdom to specify that warranties would be left to the discretion and justification of the local road agency and its road engineering expertise. Agencies can waive a pavement warranty with a written justification. The agency's written justification identifies reasons such as project appropriateness, scope and type of project improvements, why this is in the best interest of the local agency, project cost justification, and effectiveness of the warranty provisions. It is highly recommended for all local road agencies with paving projects where the engineer's opinion of cost exceeds \$ 1.8 million in pavement related items that serious consideration should be given to include the pavement warranty special provisions in the project proposal prior to advertisement.

The Task Force does not believe the Legislature intended every local new construction, reconstruction, rehabilitation, and overlay road project to be warranted, and thus included the \$2 million threshold. Because pavement is the road component most likely to fail – and the area most aggravating to the motoring public – the Task Force believed the Local Pavement Warranty Program was intended to focus on pavement-related items. The Task Force has relied on customary and basic engineering principles in defining pavement-related items that are recommended for consideration of a warranty. As a result of the Local Agency Warranty Task Force believes the Michigan Legislature intended a local road agency to use its best judgment in requiring a warranty, consistent with the scope of the intended project and the ability to enforce it.

This Local Agency Pavement Warranty Program considers the vast array of project types and sizes. Local road agency projects often involve short stretches of pavement resurfacing to address a surface condition or safety concern. These types of projects are accomplished with very limited budgets, often with funding from non-MTF sources. In addition, often these types of projects do not address the subgrade, existing aggregate base or drainage systems; which all are major factors in determining the longevity of a pavement surface. If the road segment may

be subjected to a significant amount of overloads (higher than average daily truck counts and/or heavier than normal axle loading) during the anticipated warranty term, the road may not be a good candidate for pavement warranties. Therefore, the Local Agency Pavement Warranty Program is recommended for road segments designated as “all-season road” which are designed for year-round normal loading.

While the law indicates where possible a pavement warranty shall be secure when the paving project exceeds \$2 million, the Task Force recognizes project bids are often 10 percent over the engineer’s opinion of cost, and that a warranty requirement cannot be retroactively applied to a road project after the bids are opened. Thus, the Task Force has recommended the more conservative \$1.8 million engineer’s opinion of cost for pavement related items, as the point when the local agency decides if the warranty special provisions are included in the bid documents, rather than the \$2 million stated in the law.

The Task Force believes the Michigan Legislature was speaking in the context of new Michigan Transportation Funds for roads, which are exclusively state revenue sources, when it included the Local Agency Pavement Warranty Program alongside the new funding legislation in the 2015 Transportation Package. It also seems clear the Legislature was speaking not just to the new transportation funds, but also to the other road funds under its control, which includes the federal funds flowing through MDOT to the local road agencies.

The Local Agency Pavement Warranty Program also recognizes that if the only source of revenue for a local road agency paving or reconstruction projects is entirely locally derived revenue (non- Act 51 or Federal Funds) such as local general fund, millage revenue, special assessment districts or other locally raised revenue; then these projects will not be subject to the Local Agency Pavement Warranty Program reporting requirements.

It’s important to note that this Local Agency Pavement Warranty Program may also be used by that local road agency on any paving project regardless if the \$2 million dollar threshold for pavement related items has been reached or not. This approach ensures that Local Pavement Warranties can be used on any project with any funding source, including Michigan Transportation Funds, and can utilize the same requirements to provide greater understanding and transparency to contractors, stakeholders and the public.

Warranty Contract Process

For those construction projects advertised and let through the MDOT Local Agency Programs, the construction contract is between the prime contractor and MDOT. The prime contractors’ surety company names MDOT as the obligee in the performance bond in the original contract. For Local Agency Pavement Warranty projects, an additional warranty contract and pavement warranty bond will be required prior to award, see Appendix D. The bid proposal shall include a contract consistent with the model contract and bond form shown in Appendix D. These documents will serve as the contract and warranty bond between the local road agency and the paving contractor for the warranty work. The warranty bond will be provided by the paving contractor in the name of the local road agency.

The MDOT Local Agency Agreement will reference the local road agency’s responsibility to administer the warranty portion of the contract. Upon the acceptance of the construction work, the prime contractor’s contract and performance bond with MDOT will be released and no longer in effect. At this point the warranty contract and warranty bond are triggered to begin the new contract for the warranted work during the warranty term.

The local road agency will be solely responsible for administering the warranty contract, inspection of warranted work during the warranty period, approving remediation work and seeking resolution through the warranty bond if the contractor is unresponsive in performing corrective work and declaring acceptance of all warranted / corrective work at the end of the warranty period.

General Guidelines of Local Road Agency Warranties

These General Guidelines are recommended for all local road agencies administering pavement warranties for public road and street construction contracts. The responsibility and authority for administering pavement warranties rest with the road owner and/or the local road agency that conducted the construction administration phase of the project.

To determine the pavement-related cost for a hot mixed asphalt pavement warranty project, the Local Agency is required to prepare an opinion of cost for all of the pavement-related items which include: the pavement, curb, shoulders, aggregate base, subbase and underdrain pay items. To determine the pavement-related cost for concrete pavements, the local road agency engineer is required to prepare an opinion of cost for all of the pavement-related items which include: pavement, curb, shoulders, joint sealing, dowel bars, load transfer devices, aggregate base, subbase and underdrain. If the total estimated cost of these pavement-related items exceeds \$1.8 million in the opinion of the Engineer, the local road agency should review the existing pavement variables, stated in the "Pavement Warranty Reporting and General Warranty Project Selection" section of this document, to determine if the pavement warranty special provisions should be included in the bid documents.

The contractor is responsible for correcting defects attributable to elements within the contractor's control. Each warranty specification includes condition parameters and distress thresholds to provide a basis for evaluating the warranted work. Each distress parameter includes threshold limits that, if exceeded during the warranty period, would trigger notifying the contractor to participate in a joint field investigation. Depending on the outcome of the investigation the contractor may be required to prepare a remediation plan to correct distresses that are attributable to its materials and/or workmanship or there may be a call for further investigation. If the agency and the contractor cannot agree, either side can call for a Conflict Resolution Team to resolve the dispute as described in the Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

Once a remediation plan is agreed-to by the local road agency and the contractor, the corrective action shall be performed. The corrective actions and/or repairs shall be performed to correct deficiencies in the warranted work in order to achieve acceptance at the end of the warranty period. If the contractor fails to perform the remediation work within specified timeframes, the local road agency shall notify the surety company to perform the work. Further, if a defect is declared as an imminent safety problem by the agency, the local agency may complete the work and seek reimbursement from the contractor or submit a claim against the warranty bond.

All required corrective action must be performed by the contractor at no cost to the owner. The condition parameter thresholds and warranty requirements may vary depending on the date the specification was developed; type of warranty; and the application to the construction work. It is important, therefore, to refer to the specific warranty special provision in the contract when administering warranties.

The warranty administration phase should follow the documentation procedures outlined in Appendix A, B, C, D and E of these guidelines. The warranty administration can be performed by qualified local agency staff members or under a consultant service contract.

Warranty Documents

The Local Agency Pavement Warranty consists of the warranty contract and warranty bond as well as the appropriate special provisions:

- Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty
- Local Road Agency Special Provision for Warranty Work Requirements for Hot Mix Asphalt Pavement
- Local Road Agency Special Provision for Warranty Work Requirements for Jointed Plain Concrete Pavement
- Local Road Agency Special Provision for Pavement Warranty Information

The Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty establishes the common terms and definitions applied to pavement projects requiring a warranty. The Local Road Agency Special Provision for Warranty Work Requirements for Hot Mix Asphalt Pavements warrants the Local Road Agency against specific defects in HMA pavements. The Local Road Agency Special Provision for Warranty Work Requirements for Jointed Plain Concrete Pavement warrants the Local Road Agency against specific defects in concrete pavements. Local Road Agency Special Provision for Pavement Warranty Information provides the beginning and ending locations for warranted work and the applicable warranty work requirements special provision.

Under the Local Agency Pavement Warranty special provisions the Prime Contractor is responsible for correcting defects in the pavement caused by elements within the contractor's control (i.e., the materials supplied, the workmanship, etc.), during the warranty period. The Pavement Warranty Contract Provisions and Warranty Bond may pass through to subcontractors, and with this the responsibility to correct warranty defects, at the direction of the Prime Contractor and upon written notice to the agency prior to the start of the work.

The contractor assumes no responsibility for defects that are design related unless the paving contract is design-build. When a defect is attributable to the materials and/or workmanship and/or the design, the responsibility for correcting the defect (or defects) will be shared by the agency and the contractor. The contractor is responsible for the percentage of fault attributable to the workmanship and/or materials, and the agency is responsible for the percentage of fault attributable to the design. Note: The agency may elect to require the contractor to provide the pavement design(s) in the contract documents and specifications. In this case, the Contractor shall also be responsible for the percentage of fault attributable to the pavement design.

Warranty Process

The process flow charts as shown in Appendix A describe the steps involved in the warranty administration process. The warranty term begins with the acceptance of the warranted work during construction of the project. Warranty Administration involves periodic condition inspections of the mainline pavement areas throughout the warranty term; joint field inspections; documentation of findings, official notifications; joint determination of defects; initiation of corrective action, inspection & documentation of the corrective action taken, filing those inspection reports as necessary, and if necessary a conflict resolution process. If at any time, a safety issue or significant defect is observed or reported, prior to a scheduled inspection, an interim inspection will be initiated by the agency. If emergency repairs are determined to be necessary the agency can perform these repairs without altering the contractor's responsibilities under the warranty contract.

A joint field review between the local road agency and the warranty contractor may be held to verify and confirm of findings documented during the various inspections. MDOT should be included in any official communication dealing with the warranty if the construction project had MDOT oversight. The findings of the final inspection at the end of the warranty term are distributed to the owner, (and MDOT if construction had MDOT oversight), the warranty contractor and the Surety Company.

The appeal process, when needed, involves assembling a conflict resolution team (CRT) to conduct investigations as needed to determine distress cause & effect and establish concurrence between the local agency and the warranty contractor regarding warranty compliance issues. More on the CRT can be found in the section j, Correction of Defects of the Local Road Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

The final step of the process, after the project or warranty work has been deemed acceptable is closing out the warranty project through notification of the contractor, the bonding company and Local agency's Finance and /or Administration Division.

Rights and Responsibilities of the Local Agency

The agency administering the project should inform the appropriate local road agency maintenance staff about sections of roadway incorporated in a warranty contract. The local road agency has the right to perform, or have performed, routine and emergency reactive maintenance during the warranty period. Major planned maintenance projects conducted during a warranty period need to be evaluated in terms of possible impact to the ongoing warranty coverage.

If corrective work is required to bring the project back into compliance with the requirements found in the warranty special provisions; the local agency in charge of the construction project must approve the schedule, materials and methods of construction repair. If the contractor is unable to comply with this provision, or fails to comply with it to the local agency's satisfaction, the local agency reserves the right to arrange for the work to be completed at the contractor's expense. If this action by the local agency is required, it will in no way relieve the contractor from meeting the warranty requirements stated in the project documents.

The rights and responsibilities are further detailed in Section e, Rights and Responsibilities of the Agency in the Local Agency Special Provision for Hot Mix Asphalt and Concrete Pavement Warranty.

Rights and Responsibilities of the Contractor

The contractor must provide a written work plan for any necessary corrective warranty work. A request for a work permit must be submitted through the local road agency's permit process and work should be coordinated with the construction inspection agency if different from the local agency issuing the permit. All corrective warranty work should be completed within the warranty term. If scheduling conflicts necessitate corrective work being completed outside of the warranty term, the local road agency shall be notified as soon as the contractor is aware of the conflict.

The rights and responsibilities of the contractor are further detailed in Section f. Rights and Responsibilities of the Contractor in the Local Agency Special Provision for Hot Mix asphalt and Concrete Pavement Warranty.

Supplemental Lien Bonds and Liability Insurance

In addition to the warranty bond that is in place, if corrective work is necessary the contractor must furnish supplemental lien bond to the local agency covering the corrective work. The Engineer is responsible for estimating the amount of the supplemental lien bond required. The amount should be approximately equal to the dollar amount of the corrective work. The contractor must also have liability insurance in place prior to performing corrective work during the warranty period. The contractor should not be allowed on-site to perform corrective work during the warranty period until the supplemental lien bond is in place and the proper insurances verified. Depending on the nature and scope of the corrective work, the local agency may waive this supplemental lien bond, but not the liability insurance.

Warranty Inspections

Warranty inspections are limited to only mainline pavement areas. There are two types of inspections conducted during the warranty period. The cursory inspection is a simplified inspection to quickly identify segments in the project that may have distresses that exceed threshold values. This cursory inspection normally does not require a lane closure and is conducted from the roadway shoulder estimating distress lengths and widths. The detailed inspection requires direct measuring and reporting of all observed distress in each segment. Traffic control may be required to complete the detailed inspection.

The minimum inspection frequency for the various warranty provisions are specified in the applicable warranty inspection guidelines, see Appendix B. The minimum number of inspections is dependent upon the warranty duration. The local road agency may elect to perform additional inspections over & above the recommended minimum interim inspections. The suggested time frames in the inspection guidelines allow local road agencies to notify the contractor regarding warranty compliance. Interim inspections may be delayed if weather makes it difficult to inspect the road or creates an unsafe condition. Final inspections shall be completed in a timely manner to ensure that there is enough time to document any thresholds that exceed the condition thresholds and notify the contractor prior to the expiration of the warranty.

The designation of lanes during the warranty inspection shall be detailed adequately so that it is clear to all involved in the warranty process which lane is being referenced. If necessary, a sketch should be included. It is important to use the same lane numbering designation for all inspections conducted throughout the warranty period.

If defects are found in any inspection, they should be carefully and accurately documented, even if the severity or number does not meet the threshold to require corrective work. These notes shall be kept in the inspection files and reviewed prior to all future inspections of the work. The inspectors of the work should pay specific attention to areas previously noted, record those defects, and list any changes in those defects differing from the last inspection.

Correction of Defects

If inspections during the warranty term show a defect has exceeded the allowable threshold as defined in either the Hot Mixed Asphalt or Concrete Warranty specification, the contractor shall be notified of the finding. The agency should call for a joint field investigation to determine the cause of the defect, and to discuss the best possible remediation of the problem. If additional forensic investigation is desired, the scope of the investigation, party or consultant to conduct

the investigation, and the cost split shall be agreed to by the engineer and contractor prior to scheduling the investigation.

If the contractor and engineer are in agreement, the Engineer shall send notice to contractor in writing the defect(s), location(s), recommended remediation and a request for a schedule to complete the work. The contractor will reply back to the Engineer, copying the local agency (and MDOT if MDOT had original construction oversight) with a schedule to complete the work. The local agency will issue a permit to the contractor to complete the warranty work according to the Local Agency's Right-of-way permit policy. The contractor will complete the work under the inspection of the Engineer.

If the contractor and engineer disagree, then a Conflict Resolution Team (CRT) may be convened. The CRT will be made of:

- One (1) member selected, and compensated by the agency.
- One (1) member selected and compensated by the contractor.
- One (1) member mutually selected by the Agency and the contractor.
Compensation for the third party member will be equally shared by the agency and the contractor.

At least two members of the CRT must vote in favor of a motion to make a decision. If the CRT decides to conduct a forensic investigation, the CRT will determine the scope of work and select the party to conduct the investigation. All costs related to the forensic investigation will be shared proportionately between the contractor and the agency based on the determined cause of the warranty defect condition.

Emergency Repairs

When the agency determines that emergency repairs of the warranted work are necessary for public safety, the agency or its agent may take immediate and sufficient repair action to address the imminent danger and to safeguard the traveling public. Prior to emergency repairs of warranted work, the agency will document the basis for the emergency action. In addition, the agency will preserve all documentation of the defective condition, including failed materials samples if applicable.

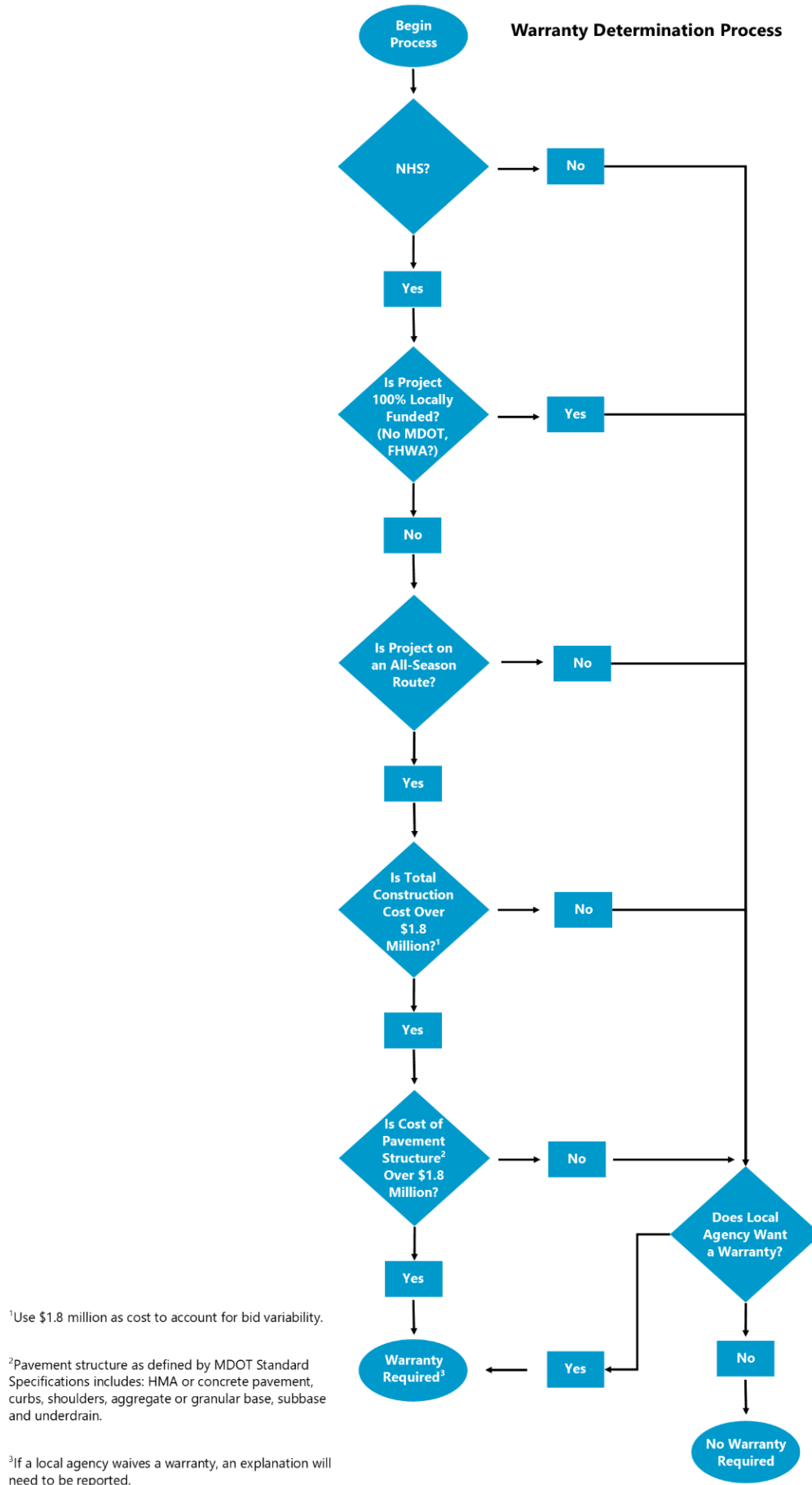
Once the imminent danger to the public has been addressed, the local road agency shall notify the contractor to explain the situation, identify the work temporarily done by the agency, and to what further actions need to happen to return the warranted work and pavement to threshold compliance. A joint inspection may be called to investigate the situation.

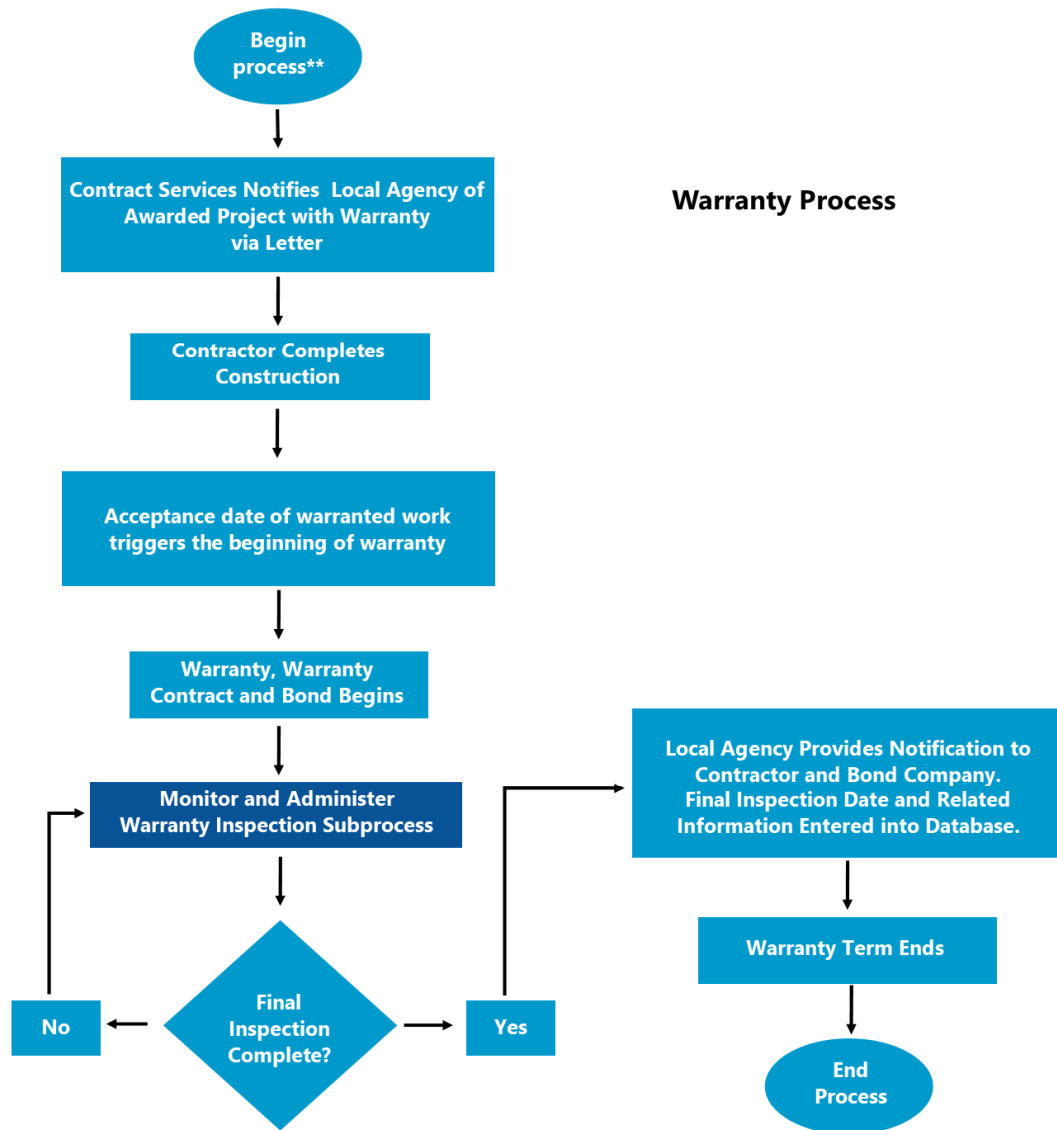
The emergency repairs of warranted work by the contractor must be authorized by the agency's engineer.

Should the contractor be unable to perform the emergency repair to the agency's satisfaction and/or within the time frame required by the agency, the agency will perform, or have performed any emergency repairs deemed necessary. Any such emergency repairs undertaken will not relieve the contractor from meeting the warranty requirements. Any costs associated with the emergency repairs will be paid by the contractor when due to a cause from defective materials and/or workmanship.

APPENDIX A

Flow Charts

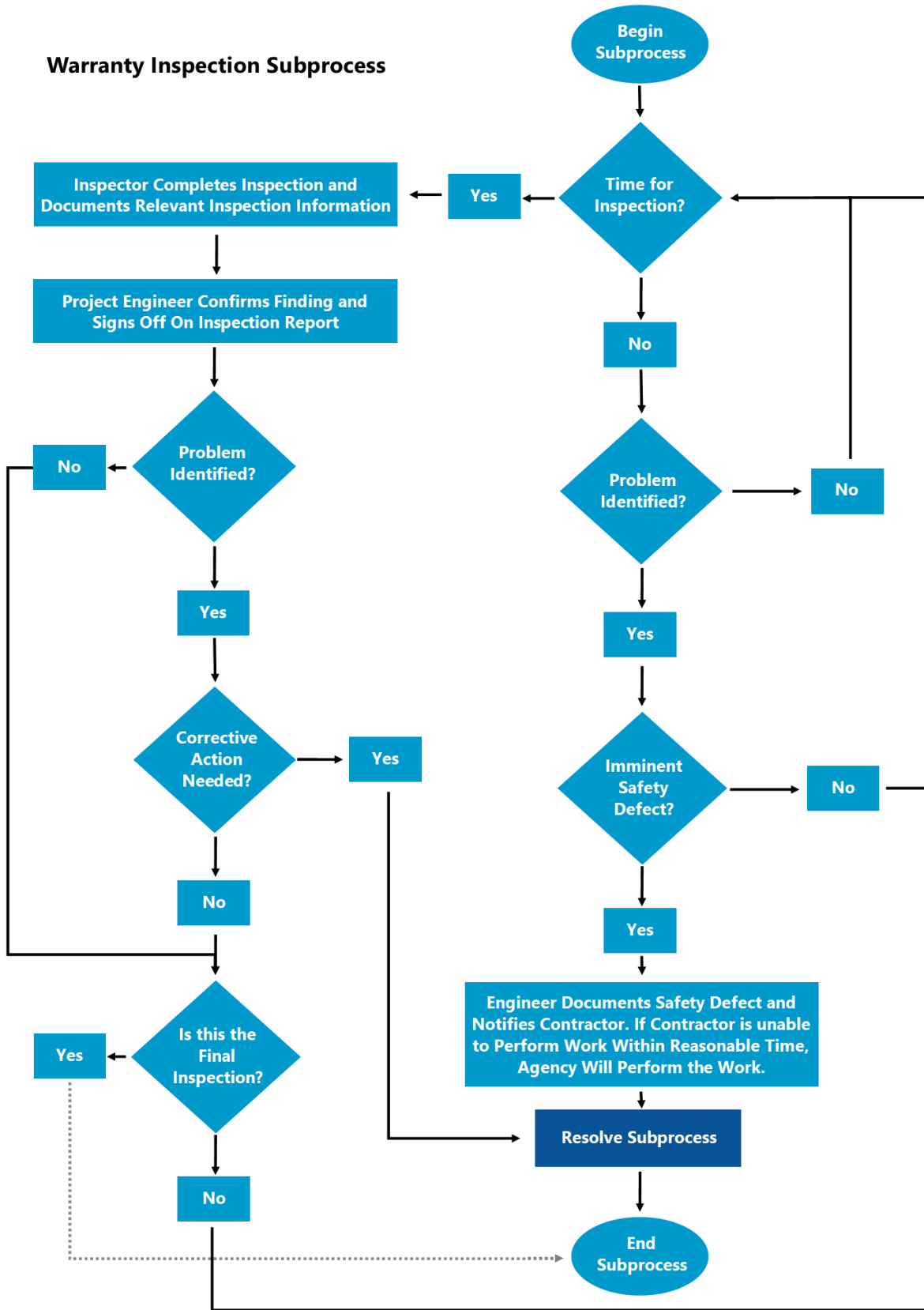




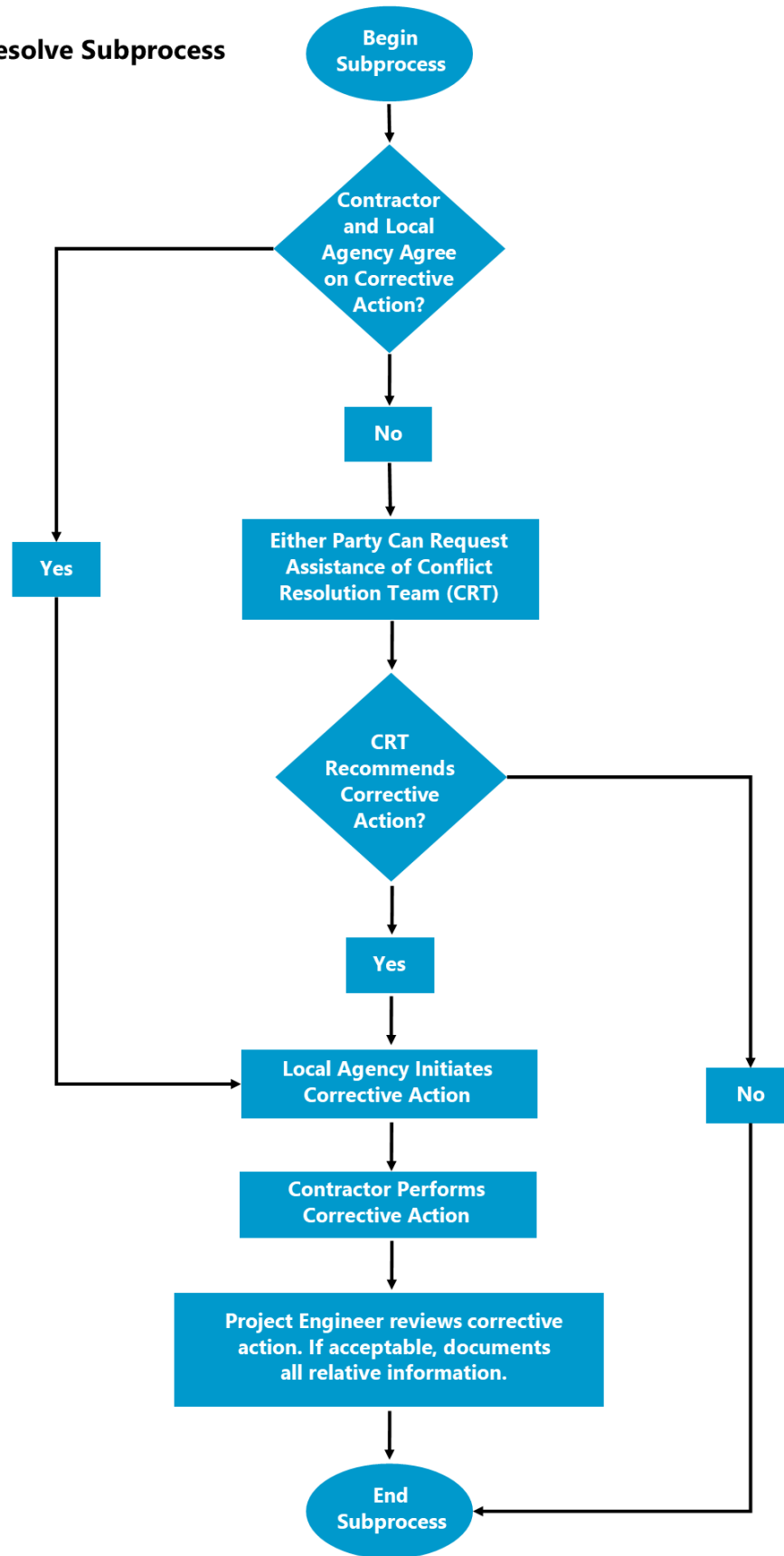
**This is the process if MDOT has oversight and/or MDOT let bid.

If project is locally let, with no MDOT oversight, the local agency shall determine the process.

Warranty Inspection Subprocess



Resolve Subprocess



APPENDIX B

Inspection Guidelines

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
HMA NEW CONSTRUCTION / RECONSTRUCTION

Warranty period: 5 Year

Inspection Period Begins: Interim - 6 months after Initial Acceptance
Final - 56 months after initial Acceptance
(Local Agency may do additional inspections)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately.
3. The threshold level for each distress type is determined separately.

Procedure: For both **INTERIM & FINAL** inspections

1. **Perform overview inspection.** Based on results of overview inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contractor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet thereafter to determine average rut depth to quantify rutting for a

particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this "straightedge" across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.

7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a "windshield" survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any single segments.
 - b. Longitudinal Cracking exceeds 10 percent of the segment length (53 feet within 528 feet) for any single segments.
 - c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.
 - g. Any amount of alligator cracking.
4. If **any** condition above is estimated to be true:
 - a. Perform Detailed Inspection; and

- b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
5. If **all** conditions above are false:
 - a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file.
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
**HMA CONSTRUCTION OVER AGGREGATE BASE
WITHOUT BASE OR DRAINAGE IMPROVEMENT**

Warranty period: 3 Year

Inspection Period Begins: Interim - 6 months after Initial Acceptance
Final - 32 months after initial Acceptance
(Local Agency may do additional inspections)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately
3. The threshold level for each distress type is determined separately.

Procedure: For both **INTERIM & FINAL** inspections

1. **Perform overview inspection.** Based on results of cursory inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contactor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Each individual crack must exceed 5 feet in length to be included in the total.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet

thereafter to determine average rut depth to quantify rutting for a particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this "straightedge" across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.

7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a "windshield" survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any 2 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - b. Longitudinal Cracking exceeds 25 percent of the segment length (132 feet within 528 feet) for any 2 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment..
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.

- g. Any amount of alligator cracking.
- 4. If **any** condition above is estimated to be true:
 - a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
- 5. If **all** conditions above are false,
 - a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file.
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

- 1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
- 2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
- 3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
- 4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
- 5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
- 6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
HMA OVERLAY

Warranty period: 1 Year

Inspection Period Begins: Final - 10 months after Initial Acceptance
(Local Agency may do additional inspections such as at 6 months after initial acceptance, after spring break up, etc.)

Notes:

1. Segments defined as 528 foot (1/10 mile).
2. Each lane will be evaluated separately.
3. The threshold level for each distress type is determined separately.

Procedure:

1. Perform **overview inspection**. Based on results of cursory inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
2. **Perform detailed inspection if required**. Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contractor written notice of the distresses and locations needing corrective work.

Condition Parameter Measurement:

Performance parameters will be measured as described for each of the following distress types in mainline pavement areas:

1. **Transverse Cracking** - Total number of transverse cracks in a segment. Only count cracks that are not “reflective” from a prior crack or joint. Count all transverse cracks that cannot be positively identified as “reflective” or are questionable. Each individual crack must exceed 5 feet in length to be included in the total. Ignore transverse cracking for all single course overlays, or if the total thickness of multiple course overlays is 2” or less.
2. **Longitudinal Cracking** - Total linear feet of longitudinal cracks in a segment. Only count cracks that are **not** “reflective” from a prior crack or joint. Count all longitudinal cracks that cannot be positively identified as “reflective” or are questionable. Each individual crack must exceed 5 feet in length to be included in the total. Ignore transverse cracking for all single course overlays, or if the total thickness of multiple course overlays is 2” or less.
3. **De-bonding**- Total longitudinal length, in feet, of de-bonding in a segment. Potholes are to be classified as de-bonding. Measure individual de-bonding locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
4. **Raveling** - Total longitudinal length, in feet, of raveling in a segment. Measure individual raveling locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.

5. **Flushing** - Total longitudinal length, in feet, of flushing in a segment. Measure individual flushing locations in the longitudinal direction, regardless of width of the distress location and sum these lengths for the segment.
6. **Rutting** - The average rut depth, in inches, in a segment. Each wheel path shall be evaluated separately. If rutting is found, the pavement surface will be measured beginning at the POB and every 132 feet thereafter to determine average rut depth to quantify rutting for a particular segment. Rut measurements will be done using a straight rigid device that is a minimum of 7 feet long and of sufficient stiffness that it will not deflect from its own weight, or a wire under sufficient tension to prevent sag when extended 7 feet. Measurements will be taken by placing this "straightedge" across the pavement surface perpendicular to the direction of travel. The straightedge shall contact the surface on at least two bearing points with one located on either side of the rut. The straightedge is properly located when sliding the straightedge along its axis does not change the location of the contact points. Rut depth is then measured at the point of greatest perpendicular distance from the bottom of the straightedge to the pavement surface.
7. **Alligator Cracking** – Total area, in square feet, of alligator cracking in a segment. Measure individual alligator cracked areas and sum the areas for the segment.

Overview Inspection Procedure:

1. Review any notes from previous inspections.
2. Perform a "windshield" survey of the entire location length. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. The distress quantity, in general terms (i.e. minor amounts of longitudinal cracking; mid lane flushing).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. Estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 3 total in the segment length (3 cracks within 528 feet) for any 3 segments. All reflective cracking shall be ignored as these will not count against the allowable amount.
 - b. Longitudinal Cracking exceeds 25 percent of the segment length (132 feet within 528 feet) for any 3 segments. Ignore all reflective cracking. All reflective cracking shall be ignored as these will not count against the allowable amount.

- c. Debonding exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - d. Raveling exceeds 8 percent (8%) of the segment length (42 feet within 528 longitudinal feet) for any 1 segment.
 - e. Flushing exceeds 5 percent (5%) of the segment length (26 feet within 528 longitudinal feet) for any 1 segment.
 - f. Average rut depth exceeds 0.375 (3/8) inches for any 1 segment.
 - g. Any amount of alligator cracking.
4. If **any** condition above (in item 2) is estimated to be true:
- a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
5. If **all** conditions above are false,
- a. Recommend work is acceptable.
 - b. If this is an interim or other non-final inspection, put notes in file
 - c. If this is final inspection recommend final acceptance.

Detailed Inspection Procedure:

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.
2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. De-bonding
 - d. Raveling
 - e. Flushing
 - f. Rutting
 - g. Alligator Cracking
4. Determine if any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, or alligator cracking, listed under Overview Inspection, are exceeded.
5. Evaluate segments where the average rut depth appears to exceed 0.25 inches as follows.
 - a. Measure the average rutting at all questionable segments to verify that the threshold was exceeded.
6. Warranty work is required at those segments for which any of the threshold limits for transverse cracking, longitudinal cracking, de-bonding, raveling, flushing, rutting, or alligator cracking are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

LOCAL AGENCY
WARRANTY INSPECTION GUIDELINES
NEW/RECONSTRUCTED JOINTED PLAIN CONCRETE PAVEMENT

Warranty period: 5 Years

Inspection Period Begins: Interim -30 months after Initial Acceptance
Final - 56 months after initial Acceptance
(Local Agency may do additional inspections)

- Notes:**
1. **Segment** - 528 feet in a specific driving lane. For inspection a segment begins at the point where the joint sealant failure or pavement distress begins to appear and extends for 528 feet from that point.
 2. **Slab** - The pavement outlined between consecutive transverse joints and longitudinal joints or a longitudinal joint and the outer pavement edge. Segments consist of one or more slabs.
 3. **Driving Lanes** - Each of the following is considered a Driving Lane.
 - a. Each individual mainline lane.
 - b. The sum of all ramp lanes and associated acceleration/deceleration lanes.
 - c. The sum of all auxiliary lanes, such as passing lanes and turn lanes.
 4. **Condition Parameters** - Each condition parameter has a threshold level applied to each segment and a maximum number of defective segments before corrective action is required. A segment is defective if the threshold level is exceeded.
 5. **Longitudinal Joint Designation** - All inspections relate to the driving lane as defined in the warranty special provision. For tallying joint sealant failure and pavement distress (spalling), consider the entire perimeter of the slab in all cases. The condition parameter of the full joint associated with the slab being evaluated is considered even though two adjacent slabs may share the same interior longitudinal joint.
 6. The contractor will not be required to take corrective measures as a result of the interim inspection unless the Engineer determines emergency repairs are needed for public safety. Any faults or distresses noted will be logged and verified with the final inspection.

- Procedure:** For both **INTERIM & FINAL** inspections
1. **Perform overview inspection.** Based on results of overview inspection, recommend the project for either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Detailed inspection – more detailed inspection and / or measurements are needed
 2. **Perform detailed inspection if required.** Based on the results of detailed inspection, either:
 - a. Acceptable – no corrective work needed. If this is the final inspection recommend acceptance of the work, or
 - b. Warranty work is needed – Provide contractor written notice of the distresses and locations needing corrective work.

Overview Inspection Procedure:

1. Review any notes from previous inspections of the work.
2. Perform a “windshield” survey of the entire project length. Inspect all driving lanes. Based solely on visual examination and estimated measurements, approximate the individual distress quantities for the questionable segment(s) of each distress type and record on the inspection form. Details which should be noted for the inspection include, but are not limited the following:
 - a. The lane or ramp where the distress was noted and the associated direction.
 - b. Approximate distress location (i.e. 1/4 mile north of the POB, or at the intersection of 1st St in SW quadrant, or near drive for house #123..)
 - c. Estimate the distress quantity. Also include a description of distress in general terms (i.e. minor amounts of longitudinal cracking; every joint has loss of sealant).
 - d. Areas where temporary maintenance makes it difficult to determine the type of distress, (i.e. presence of cold patching material).
3. If this is an **interim** or other non-final inspection, Put notes in file and STOP HERE.
4. If this is the final inspection, estimate if any of the following distress threshold conditions are exceeded
 - a. Transverse Cracking exceeds 2 total for any 1 segment. (2 cracks within 528 feet).
 - b. Longitudinal Cracking exceeds 5 percent (5%) of the segment length (26 feet within 528 feet) for any 1 segment.
 - c. Map Cracking exceeds 10 percent (10%) of the segment area (632 square feet within 528 longitudinal feet assuming 12 foot lane width) for any 1 segment.
 - d. Spalling exceeds 10 percent (10%) of each slab. Can be non-contiguous. Include all 4 sides of the slab.
 - e. Scaling exceeds 15 percent (15%) of the slab area.
 - f. Corner cracking exceeds 1 for any 1 segment.
 - g. Joint Sealant failure exceeds 10 percent (10%) total joint length in a segment. Include both longitudinal & transverse joints
 - h. Any shattered slabs.
5. If any condition above is true:
 - a. Perform Detailed Inspection; and
 - b. Provide a description of the magnitude and location(s) of the distress condition(s) observed which justify the Detailed Inspection.
6. If all conditions above are false and this is the final inspection, recommend Final Acceptance.

Detailed Inspection Procedure: This will be done at **FINAL** inspection when distresses are estimated to be at threshold levels, and at **INTERIM** inspections as directed by the engineer.

1. Determine the questionable segments suspected of exceeding threshold limits for each individual distress type based on the overview inspection notes.

2. Document the lane, direction and distance from POB, of each questionable segment identified in Step 1.
3. For each questionable segment, measure and record the amount of each individual distress type and record on the inspection form.
 - a. Transverse Cracking
 - b. Longitudinal Cracking
 - c. Map Cracking
 - d. Spalling
 - e. Flushing
 - f. Scaling
 - g. Joint sealant failure
 - h. Shattered slabs
4. Determine if any of the threshold limits for the various distresses are exceeded.
5. Warranty work is required at those segments for which any of the threshold limits are exceeded. Provide the contractor with results of the inspection indicating segments where warranty work is required.

APPENDIX C

Inspection Forms

Under Development

The inspections forms have not been developed to-date; the Task Force Education Committee is working with LTAP to create inspection forms compatible with the RoadSoft program to enable tracking the warranty inspection forms to the actual location along a road segment

APPENDIX D

Model Pavement Warranty Contract and Bond Forms

MICHIGAN
LOCAL AGENCY
SPECIAL PROVISION
FOR
PASS-THROUGH WARRANTY BONDS

LM

1 of 1

9/5/2017

a. Description. This special provision establishes the conditions under which and method for a contractor to assign responsibility for the warranty obligations and the providing of a warranty bond to a warranty contractor(s). Second tier subcontractor assignments are prohibited.

b. Requirements. Ensure the Warranty Contract(s) and warranty bond(s) are on forms provided by the Local Agency. Ensure the bonds meet the requirements of Michigan law and of the Local Agency and include other items such as the powers of Attorney and Endorsement as specified by the Local Agency.

c. Method. The assignment must be made to the warranty contractor(s) that will perform the work covered by the warranty. If for any reason after signing the Warranty Contract and providing the Warranty Bond, the warranty contractor does not perform the work, the warranty contractor will remain obligated for the warranty obligations and the warranty bond obligations will remain in effect unless the Local Agency consents in writing to substituting a different contractor to assume those warranty obligations and accepts a substitute warranty bond.

The assignment of warranty work must be designated with and at the time of electronic bid submittal. To become a warranty contractor responsible for the warranty obligations of the contract, and providing a warranty bond, the warranty contractor must complete and submit to the Local Agency a Warranty Contract and a Warranty Bond for each warranty it will be responsible for. Ensure the Warranty Contract is signed by an authorized signer of the warranty contractor, as identified in its prequalification application.

Submit the Warranty Contract and Warranty Bond to the Local Agency prior to award of the construction contract to the prime contractor for the work to which the warranty applies. Ensure the warranty contractor is prequalified in the work classification for the type of work to be warranted. The Warranty Bond must guarantee performance of all warranty obligations for the covered work, in accordance with the Warranty Contract. All provisions of the prime contract will be applicable to the warranty contractor in regard to the warranty work, except as otherwise expressly provided in the Warranty Contract.

Under no circumstances does the assignment of the warranty work and the execution of a Warranty Contract create any obligations to the Local Agency beyond the obligations undertaken in the prime contract. The purpose of the Local Agency accepting the assignment of warranty obligations is to allow a warranty contractor to stand in place of the prime contractor for purposes of the warranty work without increasing any obligation or liability that the Local Agency would have had if the prime contractor had not assigned the warranty work.

d. Measurement and Payment. This work will not be paid for separately, but will be included in costs for other pay items.

**<local agency name>
LOCAL AGENCY
PASS-THROUGH WARRANTY BOND**

Bond Number: _____

KNOWN ALL MEN BY THESE PRESENTS

That we, _____ (hereinafter called the "Principal" and
_____ (hereinafter called "Surety") a corporation duly
organized under the laws of the State of _____ and duly licensed to transact business in the
State of Michigan, are held and firmly bound unto the _____
(hereinafter called the "Obligee"), in the sum of \$ _____
dollars for the payment of which sum well and truly to be made, we, the said Principal and the
said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly
and severally, firmly by these presents.

WHEREAS, the said Principal has heretofore entered into a contract with the Obligee,
under Contract ID _____ and;

WHEREAS, the said Principal is required to guarantee the:

installed under said contract, against defects in materials or workmanship which may develop
during the period of ____ years beginning the date of the Acceptance Date of Warranted Work by the
Obligee.

In no event shall losses paid under this bond aggregate more than the amount of the bond.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal
shall faithfully carry out and perform the said guarantee, and shall, on due notice, repair and make
good at its own expense any and all defects in materials or workmanship in the said work which may
develop during the period specified above or shall pay over, make good and reimburse to the said
Obligee all loss and damage which said Obligee may sustain by reason of failure or default of said
Principal so to do, then this obligation shall be null and void; otherwise shall remain in full force and
effect.

PROVIDED HOWEVER, that in the event of any default on the part of said Principal, a written
statement of the particular facts showing such default and the date thereof shall be delivered to
the Surety by registered mail, promptly in any event within ten (10) days after the Obligee or his
representative shall learn of such default and that no claim, suit or action by reason of any default
of the Principal shall be brought hereunder after the expiration of thirty (30) days from the end of
the warranty period as herein set forth.

Signed by: _____ day of _____ 20_____.

Contractor _____

By _____

Surety _____

By _____

PASS THROUGH WARRANTY CONTRACT

This contract ID number _____ is executed on the date signed below by the _____ of the <local agency name> between the Warranty Contractor, Prime Contractor and the Local Agency in conjunction with the execution of this contract ID number, _____ between the Local Agency and the Prime Contractor.

(Warranty Contractor)

(Prime Contractor)

The work included within this Warranty Contract is, described here:

The Warranty Contractor represents that it has entered into a subcontract with the Prime Contractor to perform Warranted Work for the project, but that any failure to have properly done so, or any breach or failure in the performance of that subcontract, shall not diminish or otherwise affect the obligations of the Warranty Contractor to the Local Agency under this warranty contract. Nor shall the obligations of the Warranty Contractor to the Local Agency under this warranty contract be diminished or affected if the Prime Contractor or some other person performs some or all of the Warranted Work or warranty obligations for the project, unless the Local Agency consents to, and executes, a written amendment to this warranty contract.

Insofar as they pertain to the warranty rights and obligations, the terms of the contract are hereby incorporated by reference into this warranty contract and, for purposes of this warranty contract, references in the contract to the contractor shall be deemed to refer to the Warranty Contractor.

The Warranty Contractor hereby agrees to fulfill and perform, without qualification or exception, all of the warranty obligations under the terms of the contract, as if they were the Prime Contractor. Until acceptance of the Warranted Work, the Prime Contractor will be responsible to the Department for ensuring completion of the Warranted Work and to the Local Agency for fulfilling the terms of the warranty for that work. Upon acceptance of the Warranted Work, the Warranty Contractor shall have full responsibility for the warranty obligations and the Prime Contractor will be relieved of further obligation for performing those warranty obligations.

The Warranty Contractor agrees that its obligations to the Local Agency under this warranty contract are the same as if the Warranty Contractor was the Prime Contractor; the Warranty Contractor can assert no rights, defenses or qualifications to the warranty obligations under the contract that would have been unavailable to the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty. The Warranty Contractor may assert the same rights under the terms of the warranty as could have been asserted by the Prime Contractor, if the Prime Contractor had retained contractual responsibility for the warranty.

This warranty contract may be executed prior to execution of the contract with the Prime Contractor, provided that if the Local Agency fails to execute the contract with the Prime Contractor this warranty contract shall be null and void.

By: _____

By: _____

Title: _____

Title: _____

By: _____

Typed name: _____

Local Agency: _____

Date: _____

APPENDIX E

Reporting Forms

Under Development

Local Road Agencies Warranty Program Reporting

We have partnered with the Transportation Asset Management Council to modify the Investment Reporting Tool to provide an open and transparent reporting method for each local transportation agency. The reporting fields will be enabled as soon as the Local Agency Pavement Warranty Program is approved by MDOT

We have also partnered with the Michigan Technological University - CTT to modify the Roadsoft Program to provide a common data entry method for each local road agency. The Roadsoft warranty data fields will be imported into the TAMC ITR module to provide a statewide presentation of the warranty projects that exceed the \$ 2,000,000 threshold.

APPENDIX F

Education and Training

Under Development

Education of Local Road Agencies on Local Pavement Warranty Program

Since the passage of the 2015 Transportation Package, the CRA has been informing its members of the coming warranty requirement; the *Engineering Updates* provided by the CRA-MML Engineering Specialist have also described the imminent Local Pavement Warranty Program. The CRA provided updates about the Local Pavement Warrant Program at its nine regional Council meetings during fall-winter 2017-2018; at its County Engineers Workshop in February 2018; at its Highway Conference in March 2018, and at its Road Commissioners Conference in April 2018. The CRA is also developing this Guidance Document on Local Pavement Warranties to serve as the training manual for. The CRA has scheduled and dedicated a large portion of its annual 2017 Law Symposium to a session on Implementing the New Local Pavement Warranties on December 5, 2017; speakers include the legal counsel from the Road Commission for Oakland County and CRA-MML Engineering Specialist Steve Puuri. The CRA-MML Engineering Specialist Steve Puuri and two bond counsel representatives provided an update at the Michigan Concrete Association.

In addition, the Local Pavement Warranty Task Force has created an Education Committee that has been developing model agency adoption resolutions and training materials. The Task Force has partnered with the Local Technical Assistance Program to develop and conduct training program for decision makers and project staff. The Education Committee is poised to distribute adoption and training materials upon approval of the Local Agency Pavement Warranty Program by MDOT. Finally, the Task Force has developed this Guidance Document to assist local agency decision makers and project staff with implementing their Local Agency Pavement Warranty program.