



MARSHALL CITY COUNCIL AGENDA

MONDAY – 7:00 P.M.

January 7, 2019

- 1) **CALL TO ORDER**
- 2) **ROLL CALL**
- 3) **INVOCATION – Kris Tarkiewicz, Family Bible Church**
- 4) **PLEDGE OF ALLEGIANCE**
- 5) **APPROVAL OF AGENDA –** Items can be added or deleted from the Agenda by Council action.
- 6) **PUBLIC COMMENT ON AGENDA ITEMS –** Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any agenda item.
- 7) **CITY COUNCIL ORGANIZATION**
 - A. **Election of Mayor Pro-Tem** P. 3
 - B. **Boards and Commissions Liaison Appointments** P. 4
 - C. **Firekeeper’s Local Revenue Sharing Board Appointment** P. 5
 - D. **Calhoun County Consolidated Dispatch Authority Board Appointment** P. 8
- 8) **CONSENT AGENDA**
 - A. **DDA and LDFA Annual Reports** P. 9
City Council will consider the recommendation to accept and authorize the publication of the FY18 DDA and LDFA Annual Reports.
 - B. **Set Public Hearing – Adoption of the July 1, 2019-June 30, 2025 Capital Improvement Program** P. 12
City Council will consider the recommendation to schedule a public hearing for February 19, 2019 to hear public comment regarding the proposed July 1, 2019 through June 30, 2025 Capital Improvement Program.
 - C. **2019 MDOT Performance Resolution** P. 19
City Council will consider the recommendation to adopt the Performance Resolution for Governmental Agencies from the Michigan Department of Transportation.
 - D. **Local Pavement Warranty Program** P. 22
City Council will consider the recommendation to approve the resolution to adopt a Local Pavement Warranty Program, approve the resolution to implement a Local Pavement Warranty Program and direct City Staff to comply with and apply this warranty program in a manner that is of the best interest for the City's street system.

Mayor:

Joe Caron

Council Members:

Ward 1 - Scott Wolfersberger

Ward 2 - Nick Metzger

Ward 3 - Jacob Gates

Ward 4 - Michael McNeil

Ward 5 - Ryan Underhill

At-Large - Vacant



E.	<u>City Council Minutes</u>	P. 62
	Regular Session.....	Monday, December 17, 2018
F.	<u>City Bills</u>	P. 73
	Regular Purchases.....	\$269,899.48
	Weekly Purchases – 12/21/18.....	\$ 14,087.74
	Weekly Purchases – 12/28/18.....	\$7,608.76
	Total	\$ 291,595.98

9) PRESENTATIONS AND RECOGNITIONS

A. Introduction of Patrol Officer Timothy Hann

10) INFORMATIONAL ITEMS

A. Event Report – 6th Annual Reuben Race P. 78

11) PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

12) OLD BUSINESS

13) REPORTS AND RECOMMENDATIONS

14) APPOINTMENTS / ELECTIONS

A. Council Member At-Large Appointment P. 80

15) PUBLIC COMMENT ON NON-AGENDA ITEMS

Persons addressing Council are required to give their name and address for the record when called upon by the Mayor. Members of the public shall be limited to speaking for a maximum of five (5) minutes on any item not on the agenda.

16) COUNCIL AND MANAGER COMMUNICATIONS

17) ADJOURNMENT

Respectfully submitted,

Tom Tarkiewicz
City Manager



ADMINISTRATIVE REPORT
January 7, 2019 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager

SUBJECT: Election of Mayor Pro-Tem

BACKGROUND: Section 2.07 of the City Charter states:

At the first meeting in January following each regular city election, the council shall elect from among its members a mayor pro-tem who shall act as mayor during the absence or disability of the mayor, and if a vacancy occurs, shall become mayor for the remainder of the unexpired term.

RECOMMENDATION: It is recommended that the Council elect a Mayor Pro-Tem.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz", written in a cursive style.

Tom Tarkiewicz
City Manager

323 W. Michigan Ave.

Marshall, MI 49068

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cityofmarshall.com



ADMINISTRATIVE REPORT
January 7, 2019 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Board & Commission Liaison Appointments

BACKGROUND: At the first meeting in January after the City elections, the Mayor appoints the Board and Commission liaisons. These liaison appointments are non-voting positions. The Mayor will present his appointments to the following Boards:

- Airport Board
- Ambulance Authority Board
- Downtown Development Authority/Local Development Financing Authority
- Farmer's Market Board
- Parks, Recreation and Cemetery Board
- Planning Commission
- Zoning Board of Appeals

Respectfully submitted,

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Tom Tarkiewicz
City Manager

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ADMINISTRATIVE REPORT
January 7, 2019 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council
FROM: Tom Tarkiewicz, City Manager
SUBJECT: Local Revenue Sharing Board Representative and Alternate

BACKGROUND: In 2017, the Council appointed Mayor Jack Reed to be the City's representative on the Casino Local Revenue Sharing Board and Tom Tarkiewicz as alternates to the Board.

RECOMMENDATION: It is recommended that the Council adopt the attached resolution which appoints the Board representative and alternate.

Respectfully submitted,

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Tom Tarkiewicz
City Manager

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**CITY OF MARSHALL, MICHIGAN
RESOLUTION #2019-**

**RESOLUTION APPOINTING REPRESENTATIVE AND ALTERNATES
TO THE LOCAL REVENUE SHARING BOARD**

WHEREAS, the Urban Cooperation Act of 1967 (MCL 124.501 et seq., as amended: hereinafter the “Urban Cooperation Act”) provides that Public agencies of the State of Michigan and Public agencies of the United States may enter into interlocal agreements to exercise jointly with each other any power, privilege or authority that the agencies share in common and that each may exercise separately; and

WHEREAS, under subsection 2(e) of the Urban Cooperation Act (MCL 124.502(e)), Calhoun County, Emmett Charter Township, the City of Battle Creek, the City of Marshall, and Athens Township are Public agencies of the State of Michigan, each of which have the authority to enter into an interlocal agreement; and

WHEREAS, for purposes of the Urban Cooperation Act, the Nottawaseppi Huron Band of the Potawatomi Indians (hereinafter “the Tribe”) is treated as a Public agency of the United States with the authority to enter into an interlocal agreement; and

WHEREAS, in accordance with the Indian Gaming Regulatory Act (25 U.S.C. 2701 et seq.; hereinafter referred to as “IGRA”), on December 3, 1998 the State of Michigan and the Tribe made and entered into a Compact providing for the conduct of casino gaming, as approved by the U.S. Secretary of the Interior by publication in the Federal Register on February 18, 1999 (64 Fed. Reg. 8111), and as amended on July 23, 2009 in accordance with Section 16 of the Compact and approved by the U.S. Secretary of the Interior by publication in the Federal Register on October 8, 2009, (74 Fed. Reg. 51875) (hereinafter collectively referred to as the “Compact”); and

WHEREAS, the Tribe, a federally-recognized Indian tribe, acting under its governmental authority in accordance with IGRA and the Compact, commenced casino gaming operations on August 1, 2009, at the Firekeepers Casino (hereinafter the “Casino”) on land located in Emmett Township, Michigan that is held in trust for the Nottawaseppi Huron Band by the United States; and

WHEREAS, growth and development on and in the vicinity of the Pine Creek Indian Reservation, which is the governmental and community center of the Tribe, will have impacts on Athens Township, which will be affected by the Tribe’s operation of the Casino; and

WHEREAS, the Compact provides that the local units of government that are in the immediate vicinity or are otherwise directly affected by the Casino, together with the local government(s) affected by growth and development of the Tribe’s governmental and community facilities on and in the immediate vicinity of the Pine Creek Reservation that will result from the operation of the Casino, may, at their option, form a Local Revenue Sharing Board in conjunction with the Tribe for the purpose of receiving and directing the disbursement of

revenue sharing payments required by the Compact; and

WHEREAS, by entering into this interlocal agreement (hereinafter this "Agreement"), the parties hereto seek to create a Local Revenue Sharing Board, consistent with the terms and provisions of the Compact and for the purposes stated therein; and

WHEREAS, the Local revenue Sharing Board bylaws allow appointment of a Board representative and Board alternates.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City of Marshall appoints _____ as the Board representative and _____ as the Board alternate.

Motion by:

AYES, Council members:

NAYES, Council members:

ABSTAIN, Council members:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and a complete copy of the resolution adopted by the City Council and the City of Marshall at a regular meeting on January 7, 2019. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976, as amended). Minutes of the meeting will be available as required by the Act.

City of Marshall

By: Trisha Nelson
Its: Clerk

Date: _____



ADMINISTRATIVE REPORT
January 7, 2019 – City Council Meeting

REPORT TO: Honorable Mayor and Council Members

FROM: Tom Tarkiewicz, City Manager

SUBJECT: Calhoun County Consolidated Dispatch Authority Board Appointment

BACKGROUND: The City currently has a Director (representative) on the CCCDA Governing Board of Directors whose term expired on December 31, 2018. Formal appointments are necessary for these Director positions for a term of two (2) years starting January 1, 2019 thru December 31, 2020. Directors are eligible for reappointment at the request of the governmental unit originally appointing him/her; term limits do not apply. If a vacancy occurs during mid-term, the vacancy shall be filled by the governmental unit or entity by appointing another Director for the remainder of the original term.

RECOMMENDATION: It is recommended that the Council appoint a representative to the Calhoun County Consolidated Dispatch Authority Board for a term of January 1, 2019 to December 31, 2020.

FISCAL EFFECTS: None

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

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Tom Tarkiewicz
City Manager

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ADMINISTRATIVE REPORT
January 7, 2019 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager
Jon B. Bartlett, Finance Director
William Dopp III, Treasurer

SUBJECT: DDA and LDFA Annual Report

BACKGROUND: Pursuant to MCL 125.2163(3), the DDA and LDFA shall annually submit to the governing body (City Council) and the Michigan Tax Commission, a report on the status of its tax increment financing activity. MCL 125.2163(3) outlines specifically what the report must contain, but does not specify format. The report format utilized is the same that was used in last year's annual report. The DDA and LDFA are required to publish the report. The DDA and LDFA Board of Directors accepted, placed on file, and forwarded the annual report to City Council on December 20, 2018.

RECOMMENDATION: It is recommended that Council accept and authorize the publication of the FY18 DDA and LDFA annual report as presented, and authorize the Finance Director to file the report with the Michigan State Tax Commission.

FISCAL EFFECTS: None.

CITY GOAL CLASSIFICATION: N/A

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz".

Tom Tarkiewicz
City Manager

A handwritten signature in black ink, appearing to read "Jon B. Bartlett".

Jon B. Bartlett
Finance Director

William Dopp III
Treasurer

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**CITY OF MARSHALL
DDA
ANNUAL REPORT
YEAR ENDING 6/30/2018**

A. Revenue:			
	Property Taxes Captured	\$	103,382.01
	Property Taxes Direct Levy	\$	11,805.80
	Delinquent Property Taxes and Interest	\$	134.00
	Local Community Stabilization Authority Share	\$	38,029.41
	Blues Fest	\$	65,743.47
	Miscellaneous Revenue	\$	-
	Operating Grants and Contributions	\$	1,790.00
	Interest	\$	<u>341.57</u>
	Total	\$	221,226.26
B. Bond Reserve		\$	1,687.52
C. Expenditures			
	Parking Structure and Street Maint.	\$	26,841.55
	Supplies	\$	3,376.13
	Audit	\$	300.00
	Administrative Costs	\$	32,036.25
	Data Processing & Communications	\$	173.40
	Parking Structure Lease & Rental	\$	18,159.00
	Contracted Services	\$	14,007.02
	Capital Outlay	\$	-
	Community Promotions	\$	36,542.92
	Debt Service		
	Principal	\$	55,000.00
	Interest	\$	1,100.00
	Bond Agent	\$	<u>156.00</u>
	Total	\$	187,692.27
D. Outstanding bonded indebtedness			
	Principal	\$	60,000.00
	Interest	\$	<u>3,600.00</u>
	Total	\$	63,600.00
E. Initial Taxable Value			
	Ad valorem Real	\$	3,155,930
	Ad valorem Personal	\$	825,100
	IFT Real	\$	-
	IFT Personal	\$	245,921
	OPRA Real	\$	<u>-</u>
	Total	\$	4,226,951
F. Captured Value			
	Ad valorem Real	\$	3,104,881
	Ad valorem Personal	\$	207,100
	IFT Real	\$	-
	IFT Personal	\$	(245,921)
	OPRA Real	\$	<u>125,649</u>
	Total	\$	3,066,060
G. Tax Increment Revenues Received			
	From Marshall Schools	\$	-
	From ISD	\$	-
	From SET	\$	-
	From County	\$	20,889.67
	From Library	\$	5,394.42
	From City	\$	63,149.29
	From Marshall Ambulance	\$	2,283.67
	From KCC	\$	<u>11,664.96</u>
			103,382.01

H. The DDA continues to focus on creating a dynamic and vibrant downtown. There are over 65 businesses operating within the Downtown Development Authority. In addition to a multitude of variations of vendor types, the DDA area businesses staff over 350 full and part-time positions.

**CITY OF MARSHALL
LDFA
ANNUAL REPORT
YEAR ENDING 6/30/2018**

A. Revenue:			
Property Taxes Captured	\$	261,891.24	
Refund of Prior Taxes Paid	\$	6,675.02	
Local Community Stabilization Authority Share	\$	183,182.70	
Miscellaneous Revenue	\$	1,000.00	
Interest	\$	23,476.14	
Total	\$	<u>476,225.10</u>	
B. Bond Reserve		\$	294.97
C. Expenditures			
Professional Services	\$	168,361.24	
MAEDA	\$	235,000.00	
Audit	\$	150.00	
Contracted Services	\$	6,564.00	
Administrative Costs	\$	24,378.36	
Property Taxes	\$	495.77	
Capital Outlay	\$	31,082.96	
Miscellaneous Expenditures	\$	684.69	
Debt Service			
Principal	\$	90,000.00	
Interest	\$	11,340.00	
Bond Agent	\$	400.00	
Total	\$	<u>568,457.02</u>	
D. Outstanding bonded indebtedness			
Principal	\$	180,000.00	
Interest	\$	11,475.00	
Total	\$	<u>191,475.00</u>	
E. Initial Taxable Value			
Ad valorem Real	\$	1,284,100	
Ad valorem Personal	\$	1,454,950	
IFT Real	\$	1,097,250	
IFT Personal	\$	3,235,450	
Total	\$	<u>7,071,750</u>	
F. Captured Value			
Ad valorem Real	\$	9,094,714	
Ad valorem Personal	\$	791,550	
IFT Real	\$	(378,634)	
IFT Personal	\$	<u>(3,112,950)</u>	
Total	\$	6,394,680	
G. Tax Increment Revenues Received			
From Marshall Schools	\$	-	
From ISD	\$	-	
From SET	\$	-	
From County	\$	52,678.37	
From Library	\$	13,603.33	
From City	\$	160,062.41	
From Marshall Ambulance	\$	6,131.43	
From KCC	\$	<u>29,415.70</u>	
		261,891.24	
H. General and Employment Information			

The Local Development Finance Authority (LDFA) consists of over 25 firms or companies operating within the Authority. These firms employ over 700 full-time equivalents (FTE's). The LDFA Board meets regularly to consider items that are vital to the success of those within the LDFA. Current focus is on continued economic expansion of LDFA businesses, as well as seeking out and promoting new development.



ADMINISTRATIVE REPORT
January 7, 2019 – City Council Meeting

TO: Honorable Mayor and City Council Members

FROM: Jon B. Bartlett, Finance Director
Tom Tarkiewicz, City Manager

SUBJECT: Schedule a Public Hearing for Adoption of the July 1,
2019 – June 30, 2025 Capital Improvement Program

BACKGROUND: Each year the City of Marshall must prepare a six-year Capital Improvement Program (CIP) that is formally adopted by City Council. This six-year CIP (spreadsheet attached) is the guide for future capital needs and resource allocation for the City of Marshall.

Beginning in September, staff began to update the previous CIP to address the changes impacting the six-year plan and add the latest fiscal year, 2024-25. The Director's Team assembles the data, analyzes the needs, and the potential revenue sources.

The Marshall City Planning Commission set a public hearing at its December 12, 2018, meeting to hear public comment on the proposed CIP on January 9, 2019. The Planning Commission's role is to review the Planning Commission portion of the CIP to make certain it addresses any priorities included in the Master Plan for future land use and development. Council shall conduct a public hearing to receive comments on the proposed Capital Improvement Program in its entirety. Following the public hearing, Council will be asked to adopt the CIP as presented or with any changes Council deems necessary.

RECOMMENDATION: Set a public hearing for February 19, 2019 for discussion and public comment regarding the proposed July 1, 2019 through June 30, 2025 Capital Improvement Program.

FISCAL EFFECTS: None, at this time.

ALTERNATIVES: As suggested by Council.

CITY GOAL CLASSIFICATION: GOAL AREA IV – INFRASTRUCTURE

Goal Statement: Preserve, rehabilitate, maintain and expand city infrastructure and assets.

Respectfully submitted,

Jon B. Bartlett
Finance Director

Tom Tarkiewicz
City Manager

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FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2019-2020 Expenditure	2020-2021 Expenditure	2021-2022 Expenditure	2022-2023 Expenditure	2023-2024 Expenditure	2024-2025 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure	Council - C Planning Council PC
295	Airport	Terminal Building Construction	1	50	General Fund 5%, FAA Allocation 90%, State 5%	The existing terminal building, due to it's age, requires improvements to maintain the use of the building.	\$17,500						\$17,500	\$627,000	\$644,500	PC
295	Airport	Pavement Marking and Crack Sealing	1	10	General Fund 5%, FAA Allocation 90%, State 5%	Replacement of pavement markings and crack sealing as necessary			\$2,000			\$2,000	\$4,000	\$76,000	\$80,000	C
295	Airport	Purchase Snow Removal Equipment	4	30	General Fund 5%, FAA Allocation 90%, State 5%	Purchase snow removal equipment for the airport. The airport does not have any dedicated equipment on site for snow removal. This equipment will help airport personnel keep pavements clear of snow and better serve the airport users.					\$7,500		\$7,500	\$142,500	\$150,000	C
295	Airport	Rehabilitate North Apron Design	2	18	General Fund 5%, FAA Allocation 90%, State 5%	Design for Construction and Rehab of North Apron					\$1,250		\$1,250	\$23,750	\$25,000	C
295	Airport	Rehabilitate North Apron	2	18	General Fund 5%, FAA Allocation 90%, State 5%	Construction and Rehab of North Apron					\$12,750		\$12,750	\$242,250	\$255,000	C
295	Airport	Airport Master Plan (ALP Update)	1	10	General Fund 5%, FAA Allocation 90%, State 5%	Update the Airport Master Plan and Update the ALP		\$9,000					\$9,000	\$171,000	\$180,000	C
295	Airport	Land Acquisition	4	N/A	General Fund 5%, FAA Allocation 90%, State 5%	This project is to acquire approximately 29 acres of property in easement. The property is located at the approach end of runway 28 and is needed for approach protection and future development of the RPZ control.				\$7,750			\$7,750	\$147,250	\$155,000	PC
TOTAL							\$17,500	\$9,000	\$2,000	\$7,750	\$21,500		\$59,750	\$1,429,750	\$1,489,500	

711	Cemetery	Cemetery Water Distribution System	1	20	Cemetery Trust Fund	Replacing the current water distribution system will eliminate line breaks which will result in reduced water usage as a result of the leaks.	\$10,000	\$12,000	\$12,000	\$12,000			\$46,000		\$46,000	C
711	Cemetery	Cemetery Road Paving Project	2	20	Cemetery Trust Fund	Finishing the drives in the cemetery will provide a clean and solid surface during inclement weather for those visiting their loved ones during a funeral service.	\$15,000	\$18,000	\$18,000	\$18,000			\$69,000		\$69,000	C
711	Cemetery	Cemetery Expansion to Meet Future Demand	2	150	Cemetery Trust Fund	Cemetery has four sections left holding 600 spaces for purchase. The number available will shrink exponentially as families begin having trouble finding blocks of spaces available for family plots. This will drive many to seek alternate locations.	\$30,000	\$50,000					\$80,000		\$80,000	PC
TOTAL							\$55,000	\$80,000	\$30,000	\$30,000	\$0		\$195,000	\$0	\$195,000	

101	City Hall	Replace HVAC Units at City Hall	1	20	General Fund	Replace HVAC for 2nd floor FY20 - Replace HVAC Unit for MAEDA FY21	\$10,000	\$10,000					\$20,000		\$20,000	C
101	PSB	Repair parking lot at PSB	2	15	General Fund	Mill and replace asphalt parking lot and driveway at PSB	\$80,000						\$80,000		\$80,000	C
101	PSB	HVAC Replacement	2	30	General Fund	Replace two roof top HVAC units at PSB that are 30 years old.	\$20,000						\$20,000		\$20,000	C
101	PSB	Replace carpet on 1st and 2nd floor	3	15	General Fund	Replace approx. 9,786 sq. ft. of carpet on the 1st and 2nd floors of PSB including lobby and hallways.		\$12,000	\$12,000	\$12,000			\$36,000		\$36,000	C
101	Streets	City Parking Lot Restoration	2	6	General Fund	Crackfill, Seal, and Stripe City Parking Lots	\$15,000	\$15,000	\$15,000				\$45,000		\$45,000	C
101	Cemetery	Cemetery Roads Restoration	3	30	General Fund	Place, Grade, and Compact 400 Cubic Yards of Road Gravel in Cemetery	\$5,000						\$5,000		\$5,000	C
101	Cemetery	Pave Drive into Cemetery	2	30	General Fund	Drive into Cemetery is failing. Pulverize existing asphalt, grade, compact, and place 4" of new asphalt	\$40,000						\$40,000		\$40,000	C
101	Cemetery	Re-Seed Williamson Addition Grass	3	50	General Fund	Scarify and drill grass seed in Williamson Addition			\$10,000	\$10,000	\$10,000		\$30,000		\$30,000	C
TOTAL							\$170,000	\$37,000	\$37,000	\$22,000	\$10,000		\$276,000	\$0	\$276,000	

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2019-2020 Expenditure	2020-2021 Expenditure	2021-2022 Expenditure	2022-2023 Expenditure	2023-2024 Expenditure	2024-2025 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure	Council - C Planning Council PC
207	MRLEC	Parking Lot Sealing and Stripping	1	5	MRLEC Operations	Seal and Stripe MRLEC Parking Lots - Lease agreement states that parking lot will be repainted every 5 years		\$7,500					\$7,500		\$7,500	C

298	Downtown Development Authority	Downtown Bumpout Project	3	30	DDA Revenues	Installation of bumpouts on Michigan Ave. at six intersections. This will coincide with the Michigan Ave. repaving project by MDOT	\$100,000						\$100,000		\$100,000	PC
298	Downtown Development Authority	Downtown Parking Study	3	5	DDA Revenues	With increased commercial and residential occupancy, the demand for parking has increased.	\$30,000						\$30,000		\$30,000	C
298	Downtown Development Authority	Downtown East Side Restroom Building	3	50	DDA Revenues	Construction of a restroom building near East Michigan Ave. and Hamilton St.	\$125,000						\$125,000		\$125,000	PC
298	Downtown Development Authority	Wayfaring signage	3	15	DDA Fund & grants	Installation of directional signs in the downtown	\$50,000						\$50,000		\$50,000	C
TOTAL							\$305,000						\$305,000		\$305,000	

296	LDFA	Oliver Drive Extension	4	25	LDFA reserves and possible Bond	Extend Oliver Dr to Udell Property		\$400,000					\$400,000		\$400,000	PC
296	LDFA	Additional Land Purchase	3	100	LDFA reserves and possible Bond	Purchase of additional land for industrial park expansion.	\$1,000,000						\$1,000,000		\$1,000,000	C
TOTAL							\$1,000,000	\$400,000	\$0	\$0	\$0		\$1,400,000	\$0	\$1,400,000	

588	DART	Bus Replacement	1	7	Fully funded by State and Federal Funds	Replace Bus # 11 & Bus # 13		\$0		\$0			\$0	\$235,040	\$235,040	C
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636	Data Processing	Server Upgrade	2	7	Fund Reserve	Purchase a server and required licenses to replace older outdated server							\$0		\$0	C
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570	FiberNet	FiberNet Outside System Plant Installation	1	30	Inter-Fund Loans	Within the Marshall City limits, engineer and construct the fiber backbone, laterals/spurs, services, and the associated electronic equipment to provide ultra high speed (data only) internet service availability to all City residential, commercial, and industrial customers.	\$100,000						\$100,000		\$100,000	C
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582	Electric	Replace Hospital Circuit Underground exit cables at the South Substation	1	40 yrs	Electric Fund	Underground electric cable has a normal life expectancy of 40 years. Substation exits are a critical component of the electric system. The High School Circuit out of the South Substation is the normal electric source to the high school, Oaklawn Hosp. and 250 residential customers in Northeast Marshall and is over 40 years old. The cables should be replaced before cable failures start to develop.	\$200,000						\$200,000		\$200,000	C
582	Electric	Replace Tie 1 and 2 underground cable	2	40 years	Electric Fund	A portion of the two main express feeder cables from Pearl St. Substation to the Powerhouse are underground and in a duct system. They have been in service for 35 years and have met their life expectancy. The feeder cables are the main source of power to the city's electric load and are the connection to the grid for the city's internal generation. Because they are a critical component of the electric system the cables should be modernized.		\$700,000	\$700,000				\$1,400,000		\$1,400,000	C
582	Electric	Repair Brick (re-tuck joints & seal)	1	50	Electric Fund	General maintenance of the brick structures. This is a historical site.		\$70,000					\$70,000		\$70,000	C

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2019-2020 Expenditure	2020-2021 Expenditure	2021-2022 Expenditure	2022-2023 Expenditure	2023-2024 Expenditure	2024-2025 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure	Council - C Planning Council PC
582	Electric	Replace Windows	3	50	Electric Fund	Existing windows are the original single pane steel framed and not energy efficient. Many of the window sills and frames are deteriorated to the point that water is coming in and further damaging the building.			\$50,000	\$50,000			\$100,000		\$100,000	C
582	Electric	Michigan Pure Med (MPM) Phase II	1	35	Electric Fund - Revenue Bond	Engineer, design, and construct a new 30 MVA 138/12.5 KV transformer addition and two new 7.2/12.5 KV distribution circuits	\$2,500,000						\$2,500,000		\$2,500,000	PC
582	Electric	Michigan Pure Med (MPM) Phase III	1	50	Electric Fund - Revenue Bond	Engineer, design, and construct a new 100 MVA electric substation in the industrial park for the phase 3 & 4 expansion of the MPM facility			\$2,000,000	\$3,000,000	\$1,000,000		\$6,000,000		\$6,000,000	PC
582	Electric	Powerhouse Fuel Spill Containment	2	50	Electric Fund	Install permanent concrete fuel spill containment at powerhouse. Existing portable matting is deteriorated and difficult to use	\$40,000						\$40,000		\$40,000	C
582	Electric	Pearl St. Substation 7.2/12.5 KV Upgrade	2	50	Electric Fund - Revenue Bond	Modernize obsolete 7.2/12.5 KV cubicle breaker and bus systems with open-air system to improve operations and increase safety	\$1,000,000						\$1,000,000		\$1,000,000	C
582	Electric	Pole Replacement and Line Reconstruction	2	50	Electric Fund	Most of the older poles in the City of Marshall are Creosote treated poles and have a life expectancy of 30 - 40 years. Creosote, is not environmentally acceptable by today's standards. In most recent history, the City has purchased Pentac and CCA treated poles. Many of the poles in the City of Marshall's electric system are older than 60 years and are in need of replacement. The plan is to replace several poles and conductor (if needed) per year to get the poles in the system more environmentally friendly and safe.	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$240,000		\$240,000	C
582	Electric	Kalamazoo River Dam Project	1	50	Electric Fund - Bond	The FERC is requiring that all trees, stumps and root system systems be removed from the earthen embankment between the spillway's. This will require a geotechnical investigation be completed to determine to what extent the embankment must be excavated and replaced. Project expenditures will be determined by City Council	Unknown						\$0		\$0	PC
582	Electric	Circuit Upgrade	2	50	Electric Fund	Partial Conversion of 4kv System to 12kv. This will relieve the heavily loaded 4kv system and reduce line losses.	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$1,500,000		\$1,500,000	C
TOTAL							\$4,030,000	\$1,060,000	\$3,040,000	\$3,340,000	\$1,290,000	\$290,000	\$13,050,000	\$0	\$13,050,000	

210	Farmer's Market	Farmer's Market Pavillion	4	25	Farmer's Market/Grants	Pavillion to cover a portion of the Farmer's Market area in the Green St. parking lot		\$0					\$0	\$150,000	\$150,000	PC
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101	Fire	Structural Fire Fighting Protective Clothing Purchase	1	10	General Fund	With our turn-out gear being quickly outdated and non-compliant, it is imperative to set up a program to not only keep our fire fighters in current gear but to lessen the financial burden of having to make a one time purchase. This CIP should be placed in perpetuity so as to keep up with the ever changing standards and rules for protective clothing.	\$5,000		\$5,000		\$5,000		\$15,000		\$15,000	C
TOTAL							\$5,000	\$0	\$5,000	\$0	\$5,000	\$0	\$15,000	\$0	\$15,000	

536	Marshall House	Apartment Remodeling	2	15	Marshall House Fund - HUD Reserves	Remove old and replace with new cabinets, countertops and floor coverings with vinyl base. Current items from original construction in 1979. Based on 4 units/year	\$88,000	\$88,000	\$88,000				\$264,000		\$264,000	C
536	Marshall House	Sidewalk Replacement	3	40	Marshall House Fund	Allowance for replacement of deteriorated concrete sidewalk (10% replacement)				\$29,400			\$29,400		\$29,400	C
536	Marshall House	Front Entry Phone & Video Upgrade	3	30	Marshall House Fund	Upgrade of secured front door phone entry system to include enhanced video identification. Install new phone panel and security pod scanner for entry into the building. Install video screens in each unit for visual identification of caller or visitor							\$0	\$150,000	\$150,000	C
536	Marshall House	Window Repair/Water Infiltration	3	40	Marshall House Fund	Replace and Repair the flashing on all windows			\$250,000	\$250,000			\$500,000		\$500,000	C
536	Marshall House	Ceiling Tiles & Lights	2	25	Marshall House Fund	Replace suspended ceiling tiles and lighting fixtures in common areas	\$36,000						\$36,000		\$36,000	C
536	Marshall House	Hallway Flooring	2	10	Marshall House Fund	Replace the flooring in hallways and elevator lobby area	\$14,500						\$14,500		\$14,500	C

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2019-2020 Expenditure	2020-2021 Expenditure	2021-2022 Expenditure	2022-2023 Expenditure	2023-2024 Expenditure	2024-2025 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure	Council - C Planning Council PC
536	Marshall House	Exercise Equipment	3	12	Marshall House Fund	Purchase new treadmills and cross training equipment for the 4th floor exercise room. Current equipment is old donated equipment that is in poor working condition and some equipment is unsafe to use.	\$10,000						\$10,000		\$10,000	C
536	Marshall House	Renovation of Salon	4	20	Marshall House Fund	The salon and its equipment have long outlived its estimated useful lifespan.	\$12,000						\$12,000		\$12,000	C
536	Marshall House	Replace Pole Mounted Lighting on walkways	2	30	Marshall House Fund	Replace inefficient pole mounted lighting along pedestrian walkways				\$32,000			\$32,000		\$32,000	C
536	Marshall House	All Season Room	2	40	Marshall House Fund	Convert the screened in porch to a three-seasons room	\$30,000						\$30,000			C
536	Marshall House	Replace Water Softeners	3	10	Marshall House Fund	The water softeners will be exceeding their useful lifespan in fifteen years and will need to be replaced.			\$8,000				\$8,000		\$8,000	C
TOTAL							\$190,500	\$88,000	\$346,000	\$311,400	\$0	\$0	\$935,900	\$150,000	\$1,055,900	

661	Motor Pool	Powerwash and Paint DPW Garage	3	20	Motorpool - General Fund	Powerwash, prime, and paint DPW garage	\$8,000						\$8,000		\$8,000	C
661	Motor Pool	2020 Purchases	3	Variable	Motor Pool	M-3 Police Vehicle, John Deere Tractor, Ford Pickup, Ford HD Pickup, F-450	\$170,000						\$170,000		\$170,000	C
661	Motor Pool	2021 Purchases	3	Variable	Motor Pool	Three (3) Zero Turn Mowers, M-4 Police Vehicle, WW Pickup, Powerhouse Pickup, M-1 Police Vehicle, M-2 Police Vehicle, Forklift, Ford F-450, Pool Vehicle.		\$165,000					\$165,000		\$165,000	C
661	Motor Pool	2022 Purchases	3	Variable	Motor Pool	M-5 Police Vehicle, Three (3) Ford Pickups, One Zero Turn Mower			\$132,000				\$132,000		\$132,000	C
661	Motor Pool	2023 Purchases	3	Variable	Motor Pool - Lease to Own	Purchase of several vehicles for replacement of aging vehicles. Also includes several large vehicles using a 5 yr lease to own				\$880,000			\$880,000		\$880,000	C
661	Motor Pool	2024 Purchases	3	Variable	Motor Pool	Purchase several vehicles					\$79,000		\$79,000		\$79,000	C
661	Motor Pool	2025 Purchases	3	Variable	Motor Pool	Purchase several vehicles						\$210,000	\$210,000		\$210,000	C
661	Motor Pool	Repair Parking Lot at DPW Garage	2	15	Motor Pool	Crack-fill, sealcoat, and stripe asphalt parking lot at DPW Garage		\$12,000					\$12,000		\$12,000	C
TOTAL							\$178,000	\$177,000	\$132,000	\$880,000	\$79,000	\$210,000	\$1,656,000	\$0	\$1,656,000	

101	Parks	Shearman Park Senior Exercise Equipment	3	20	General Fund/ Misc Grants	Purchase and install senior exercise equipment							\$0	\$15,000	\$15,000	C
101	Parks	Phase V Riverwalk Design	4	30	Local Grants 100%	Design the next phase of Kalamazoo Riverwalk extending from Kalamazoo Ave. westerly to Pearl St. sub-station area.					\$0		\$0	\$37,500	\$37,500	PC
101	Parks	Ketchum Park Sub Project #1 - Overlook & Slope Restoration	1	40	Various Grants	Main Park Overlook Structure and Bank Restoration. TBD by Master Plan	\$0						\$0	\$675,000	\$675,000	PC
101	Parks	Ketchum Park Project 2 (Sidewalks & additional sitework)	3	40	Various Grants	TBD by Master Plan	\$0						\$0	\$25,000	\$25,000	PC
101	Parks	Ketchum Park Project 3	3	40	Grants	TBD by Master Plan				\$0			\$0	\$150,000	\$150,000	PC
TOTAL							\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$902,500	\$902,500	

101	Police	Vehicle Changeover	2	5	General Fund	To Equip new vehicles with graphics, lights, sirens, radios, and other equipment	\$28,000	\$28,000	\$28,000				\$84,000		\$84,000	C
101	Police	Bullet Resistant Vest Replacement	2	5	General Fund	Department policy is to replace BR Vests every five years	\$5,500	\$5,500					\$11,000	\$10,000	\$21,000	C
101	Police	Radar/Laser Speed Detection	2	8	General Fund	Current radar units are non-repairable and have reached their useful life	\$6,300						\$6,300		\$6,300	C
TOTAL							\$39,800	\$33,500	\$28,000	\$0	\$0	\$0	\$101,300		\$111,300	

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2019-2020 Expenditure	2020-2021 Expenditure	2021-2022 Expenditure	2022-2023 Expenditure	2023-2024 Expenditure	2024-2025 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure	Council - C Planning Council PC
208	Recreation	Replacement of Athletic Field Light System	2	30	Recreation Fund	The current lights on diamond #1 & #2 are approaching the end of their expected life. The entire system should be replaced.						\$200,000	\$200,000		\$200,000	C
208	Recreation	Canoe/Kayak Trailer and Storage Systems	4	5	Enbridge Grant/Rec Fund	Three 2 person kayaks, 18 ft. trailer, 1 garage door opener	\$6,400						\$6,400		\$6,400	C
208	Recreation	Seal Coating Athletic Field Parking Lot & Pathways. Striping of Parking Lot	2	3-5	Recreation Fund	Seal Coating Athletic Field Parking Lot & Pathways is considered routine maintenance. Seal Coated Sept. 2013.	\$20,000						\$20,000		\$20,000	C
208	Recreation	Roofing - Athletic Field Concession/Restroom Building	3	25	Recreation Fund	Replacement of shingles on Concession/Restroom Building.				\$15,000			\$15,000		\$15,000	C
208	Recreation	Outdoor Basketball Courts	4	20+	Recreation Fund	This project will encompass a new full size outdoor basketball court on the south side of the Athletic Field. This will include excavating & leveling, base, blacktop courts, (2) hoops, nets and striping court lines.					\$25,000		\$25,000		\$25,000	PC
208	Recreation	Re-Crown Diamonds	2	2	Recreation Fund	Laser re-crown, New batters boxes, New pitching mounds					\$45,000		\$45,000		\$45,000	C
208	Recreation	Dug-Outs, Diamond #3 & #4	3	25	Recreation Fund	Dug-outs for diamonds #3 & #4 can provide additional safety and protection to players while separating from spectators which is desired for tournament/league play. This will add a professional element to the facility and may help to expand programming/rentals. POSTPONE PROJECT FROM FY 16 & FY 17 TO FY 19 & FY 20	\$30,000		\$15,000				\$45,000		\$45,000	C
208	Recreation	Athletic Field Fencework	2	30	Recreation Fund	Improve and replace existing fencework and backstops at the Athletic Field. Current fencing is old and in bad shape		\$20,000			\$0		\$20,000		\$20,000	C
TOTAL							\$56,400	\$20,000	\$15,000	\$15,000	\$70,000	\$200,000	\$376,400	\$0	\$376,400	

202	Major Streets	Maintenance - Crack Filling	2	5	Act 51	Crack Filling	\$11,000	\$9,500		\$12,000	\$12,000	\$12,000	\$56,500		\$56,500	C
202	Major Streets	Full Depth Milling and Resurfacing	2	15	Act 51	Full depth mill and resurface	\$130,000		\$40,000	\$50,000	\$50,000	\$50,000	\$320,000		\$320,000	C
202	Major Streets	2" Milling and Resurfacing	2	15	Act 51	2" mill and overlay	\$106,400						\$106,400	\$425,600	\$532,000	C
203	Local Streets	Maintenance - Crack Filling	2	5	Act 51	Crack Filling	\$7,000	\$6,000	\$5,000	\$6,000	\$6,000	\$6,000	\$36,000		\$36,000	C
203	Local Streets	Full Depth Milling and Resurfacing	2	15	Act 51	Full depth mill and resurface		\$50,000								C
203	Local Streets	1.5" Milling and Resurfacing	2	15	Act 51	1.5" Mill and Resurface		\$157,000	\$87,000	\$80,000	\$80,000	\$80,000	\$484,000		\$484,000	C
TOTAL							\$254,400	\$222,500	\$132,000	\$148,000	\$148,000	\$148,000	\$1,002,900	\$425,600	\$1,428,500	

590	Wastewater	I & I Study (Inflow and Infiltration)	2	15	Wastewater Fund	An I & I Study will determine where the infiltration and inflow areas are in the City's Sewer System. This will allow us to budget in the future the repairs of the City's sewers.	\$65,000						\$65,000		\$65,000	C
590	Wastewater	Water Meter Upgrade	3	30	Revenue Bonds	Change out and upgrade all water meters in the city. New meters will be read automatically.	\$700,000						\$700,000		\$700,000	C
590	Wastewater	Channel Monster Cartridge Replacement	2	5	Wastewater Fund	It is recommended by the manufacturer to replace the cutter cartridge in the Channel Monster every five years.		\$40,000					\$40,000		\$40,000	C
590	Wastewater	Muffin Monster cartridge replacement	2	5	Wastewater Fund	It is recommended by the manufacturer to replace the cutter cartridge in the in-line Muffin Monster every five years. We have three of these units.				\$40,000			\$40,000		\$40,000	C

FUND	Department	Project Title	Priority Ranking	Estimated Useful Life	Source of Funding	Project Narrative/Purpose	2019-2020 Expenditure	2020-2021 Expenditure	2021-2022 Expenditure	2022-2023 Expenditure	2023-2024 Expenditure	2024-2025 Expenditure	City Expenditure	Other Funds or Grant Share	Total Expenditure	Council - C Planning Council PC
590	Wastewater	Sewer Lining	1	30	Wastewater Fund	Project will line sewers which have experienced failure and root penetration. FY18 TBD FY20 TBD	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$360,000		\$360,000	C
590	Wastewater	New Sludge Thickening/De-watering Process	3	20	Wastewater Fund	The current equipment will be 20 years old and the polymer agent used in the process is no longer produced. A suitable replacement is not expected. We have enough polymer to last about 4 years. With a new system, Class A biosolids may be				\$500,000			\$500,000		\$500,000	C
590	Wastewater	Clarifier Rehabilitation	3	25	Wastewater Fund - Possible Bonds	Rehabilitate concrete and steel structures in each of 4 clarifiers do to age and corrosion. Rehab/Replace clarifier drive mechanisms due to age and wear. Coat all concrete surfaces with marine grade coating.		\$325,000	\$325,000		\$325,000	\$325,000	\$1,300,000		\$1,300,000	C
TOTAL							\$825,000	\$425,000	\$385,000	\$600,000	\$385,000	\$385,000	\$3,005,000	\$0	\$3,005,000	

591	Water	Line water main on Cosmopolitan	2	50	Water Fund - Bond	The project will be fire hydrant replacement and water main lining using new technology.		\$200,000					\$200,000		\$200,000	C
591	Water	Water Main S. Marshall Ave.	3	100	Water Fund	Replace existing 4' cast iron with 8' pipe on S. Marshall between Green St. and Raymond.						\$465,000	\$465,000		\$465,000	C
591	Water	New 600k Water Tower	2	50	Water Fund -Bond	Install new 600,000 gallon water tower at the MRLEC site. Contingent on Oaklawn property development	\$0						\$0		\$0	PC
591	Water	Water Main replacement Jefferson St	1	100	Water Fund	Replace 2 sections of 4' cast iron on Jefferson St between Mansion and Michigan - also between Hanover and Green		\$150,000					\$150,000		\$150,000	C
591	Water	Water Main installation Eagle St.	1	30	Water Fund	Replace existing 4' cast iron with 8' pipe. Eagle St. between Hanover and Michigan.	\$150,000						\$150,000		\$150,000	C
591	Water	Replace aging 6" water main on W. Prospect	1	100	Water Fund - Bond	Replace aging 6" water main on W. Prospect between Kalamazoo and Mulberry and from between Linden and Verona.				\$360,000			\$360,000		\$360,000	C
591	Water	Water meter change out	3	20	Water Fund-Bonding -DWRP	Phase 1 would be to change out meter larger than 1 1/2 ". Phase 2 & 3 would be to change out meters smaller than 1'	\$700,000						\$700,000		\$700,000	C
TOTAL							\$850,000	\$350,000	\$0	\$360,000	\$0	\$465,000	\$2,025,000	\$0	\$2,025,000	

GENERAL FUND TOTALS

\$214,800	\$70,500	\$70,000	\$22,000	\$15,000	\$0	\$392,300	\$902,500	\$1,304,800
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ADMINISTRATIVE REPORT
January 7, 2019 - CITY COUNCIL MEETING

TO: Honorable Mayor and City Council

FROM: Kristin Bauer, Director of Public Services
Tom Tarkiewicz, City Manager

SUBJECT: 2019 MDOT Performance Resolution

BACKGROUND: Each year the City of Marshall applies for an Annual Permit from the Michigan Department of Transportation (MDOT) to cover work within MDOT's rights-of-way; such as electrical work, utility work, etc. As part of this permit a Performance Resolution is required stipulating who can work under our permit, requirements for restoration and who can apply for advance notifications under this annual permit. As this permit has recently been updated by MDOT they are requesting an updated approved resolution to be submitted with our annual permit request.

RECOMMENDATION: It is recommended City Council adopt this Performance Resolution for Governmental Agencies, as attached.

FISCAL EFFECTS: None

CITY GOAL CLASSIFICATION: GOAL AREA 4. INFRASTRUCTURE

Goal Statement: Preserve, rehabilitate, maintain and expand city infrastructure and assets.

ALTERNATIVES: As suggested by Council.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Kristin Bauer".

Kristin Bauer
Director of Public Services

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz".

Tom Tarkiewicz
City Manager

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PERFORMANCE RESOLUTION FOR GOVERNMENTAL AGENCIES

This Performance Resolution is required by the Michigan Department of Transportation for purposes of issuing to a municipal utility an "Individual Permit for Use of State Highway Right of Way", or an "Annual Application and Permit for Miscellaneous Operations within State Highway Right of Way".

RESOLVED WHEREAS, the CITY OF MARSHALL
(city, village, township, etc.)

hereinafter referred to as the "GOVERNMENTAL AGENCY," periodically applies to the Michigan Department of Transportation, hereinafter referred to as the "DEPARTMENT," for permits, referred to as "PERMIT," to construct, operate, use and/or maintain utilities or other facilities, or to conduct other activities, on, over, and under State Highway Right of Way at various locations within and adjacent to its corporate limits;

NOW THEREFORE, in consideration of the DEPARTMENT granting such PERMIT, the GOVERNMENTAL AGENCY agrees that:

1. Each party to this Agreement shall remain responsible for any claims arising out of their own acts and/or omissions during the performance of this Agreement, as provided by law. This Agreement is not intended to increase either party's liability for, or immunity from, tort claims, nor shall it be interpreted, as giving either party hereto a right of indemnification, either by Agreement or at law, for claims arising out of the performance of this Agreement.
2. If any of the work performed for the GOVERNMENTAL AGENCY is performed by a contractor, the GOVERNMENTAL AGENCY shall require its contractor to hold harmless, indemnify and defend in litigation, the State of Michigan, the DEPARTMENT and their agents and employees, against any claims for damages to public or private property and for injuries to person arising out of the performance of the work, except for claims that result from the sole negligence or willful acts of the DEPARTMENT, until the contractor achieves final acceptance of the GOVERNMENTAL AGENCY. Failure of the GOVERNMENTAL AGENCY to require its contractor to indemnify the DEPARTMENT, as set forth above, shall be considered a breach of its duties to the DEPARTMENT.
3. Any work performed for the GOVERNMENTAL AGENCY by a contractor or subcontractor will be solely as a contractor for the GOVERNMENTAL AGENCY and not as a contractor or agent of the DEPARTMENT. The DEPARTMENT shall not be subject to any obligations or liabilities by vendors and contractors of the GOVERNMENTAL AGENCY, or their subcontractors or any other person not a party to the PERMIT without the DEPARTMENT'S specific prior written consent and notwithstanding the issuance of the PERMIT. Any claims by any contractor or subcontractor will be the sole responsibility of the GOVERNMENTAL AGENCY.
4. The GOVERNMENTAL AGENCY shall take no unlawful action or conduct, which arises either directly or indirectly out of its obligations, responsibilities, and duties under the PERMIT which results in claims being asserted against or judgment being imposed against the State of Michigan, the Michigan Transportation Commission, the DEPARTMENT, and all officers, agents and employees thereof and those contracting governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract. In the event that the same occurs, for the purposes of the PERMIT, it will be considered as a breach of the PERMIT thereby giving the State of Michigan, the DEPARTMENT, and/or the Michigan Transportation Commission a right to seek and obtain any necessary relief or remedy, including, but not by way of limitation, a judgment for money damages.

- 5. The GOVERNMENTAL AGENCY will, by its own volition and/or request by the DEPARTMENT, promptly restore and/or correct physical or operating damages to any State Highway Right of Way resulting from the installation construction, operation and/or maintenance of the GOVERNMENTAL AGENCY'S facilities according to a PERMIT issued by the DEPARTMENT.
- 6. With respect to any activities authorized by a PERMIT, when the GOVERNMENTAL AGENCY requires insurance on its own or its contractor's behalf it shall also require that such policy include as named insured the State of Michigan, the Transportation Commission, the DEPARTMENT, and all officers, agents, and employees thereof and those governmental bodies performing permit activities for the DEPARTMENT and all officers, agents, and employees thereof, pursuant to a maintenance contract.
- 7. The incorporation by the DEPARTMENT of this resolution as part of a PERMIT does not prevent the DEPARTMENT from requiring additional performance security or insurance before issuance of a PERMIT.
- 8. This resolution shall continue in force from this date until cancelled by the GOVERNMENTAL AGENCY or the DEPARTMENT with no less than thirty (30) days prior written notice provided to the other party. It will not be cancelled or otherwise terminated by the GOVERNMENTAL AGENCY with regard to any PERMIT which has already been issued or activity which has already been undertaken.

BE IT FURTHER RESOLVED, that the following position(s) are authorized to apply to the DEPARTMENT for the necessary permit to work within State Highway Right of Way on behalf of the GOVERNMENTAL AGENCY.

Title and/or Name: City MANAGER
DIRECTOR OF PUBLIC SERVICES
D.P.W. SUPERINTENDENT
WATER SUPERINTENDENT
DIRECTOR OF ELECTRIC UTILITY

I HEREBY CERTIFY that the foregoing is a true copy of a resolution adopted by
 the _____
 (Name of Board, etc)
 of the _____ of _____
 (Name of GOVERNMENTAL AGENCY) (County)
 at a _____ meeting held on the _____ day
 of _____ A.D. _____.

Signed _____ Title _____



ADMINISTRATIVE REPORT
January 7, 2019 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council
FROM: Kristin Bauer, Director of Public Services
Tom Tarkiewicz, City Manager
SUBJECT: Local Pavement Warranty Program

BACKGROUND: As part of the Transportation Funding Package of 2015, the Michigan Legislature created a requirement under MCL 247.662, 247.663 that each local road agency in Michigan adopt a Local Pavement Warranty Program acceptable to the Michigan Department of Transportation (MDOT). As part of this program all road agencies must submit an annual report to the state for all projects where pavement-related bid items exceed \$2 million, regardless of the use of a pavement warranty.

The Local Road Warranty Task Force has developed a warranty program to meet the intent of Public Act 175 of 2015 for use by local road agencies. It should be anticipated that this program will likely increase project costs due to the warranty requirements. The Legislature has given latitude to local road agencies to determine whether a warranty program is justifiable for any project and agencies can waive a pavement warranty with written justification.

RECOMMENDATION: It is recommended that the City Council approve the attached resolution to adopt, per MCL 247.663, a Local Pavement Warranty Program. It is further recommended that City Council approve the second attached resolution to implement a Local Pavement Warranty Program and direct city staff to comply with and apply this warranty program in a manner that is of the best interest for the city's street system.

FISCAL EFFECTS: Increased costs for street projects should a warranty be implemented on a project. The increased costs for the projects will be covered by the funding mechanism proposed for the project.

CITY GOAL CLASSIFICATION: GOAL AREA 4. INFRASTRUCTURE

Goal Statement: Preserve, rehabilitate, maintain and expand city infrastructure and assets.

ALTERNATIVES: As suggested by the Council.

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Respectfully submitted,

Kristin Bauer
Director of Public Services

Tom Tarkiewicz
City Manager

**CITY OF MARSHALL, MICHIGAN
RESOLUTION # 2019-**

RESOLUTION TO ADOPT A LOCAL PAVEMENT WARRANTY PROGRAM

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; and

NOW THEREFORE BE IT RESOLVED, the City of Marshall 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 Marshall meeting on January 7, 2019.

Voting For:

Voting Against:

Absent:

CERTIFICATION OF CITY CLERK

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Marshall at a regular meeting held on the 7th day of January, 2019.

Trisha Nelson, City Clerk

Date

**CITY OF MARSHALL, MICHIGAN
RESOLUTION # 2019-**

RESOLUTION TO IMPLEMENT A LOCAL PAVEMENT WARRANTY PROGRAM

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 Marshall adopted the Michigan Local Agency Pavement Warranty Program on January 7, 2019; and

WHEREAS, the City of Marshall 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 Marshall 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 Marshall's adopted Implementation Policy defines the City of Marshall's intent of its pavement warranty program; and

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

Voting For:

Voting Against:

Absent:

CERTIFICATION OF CITY CLERK

I hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the City Council of the City of Marshall at a regular meeting held on the 7th day of January, 2019.

Trisha Nelson, City Clerk

Date

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.

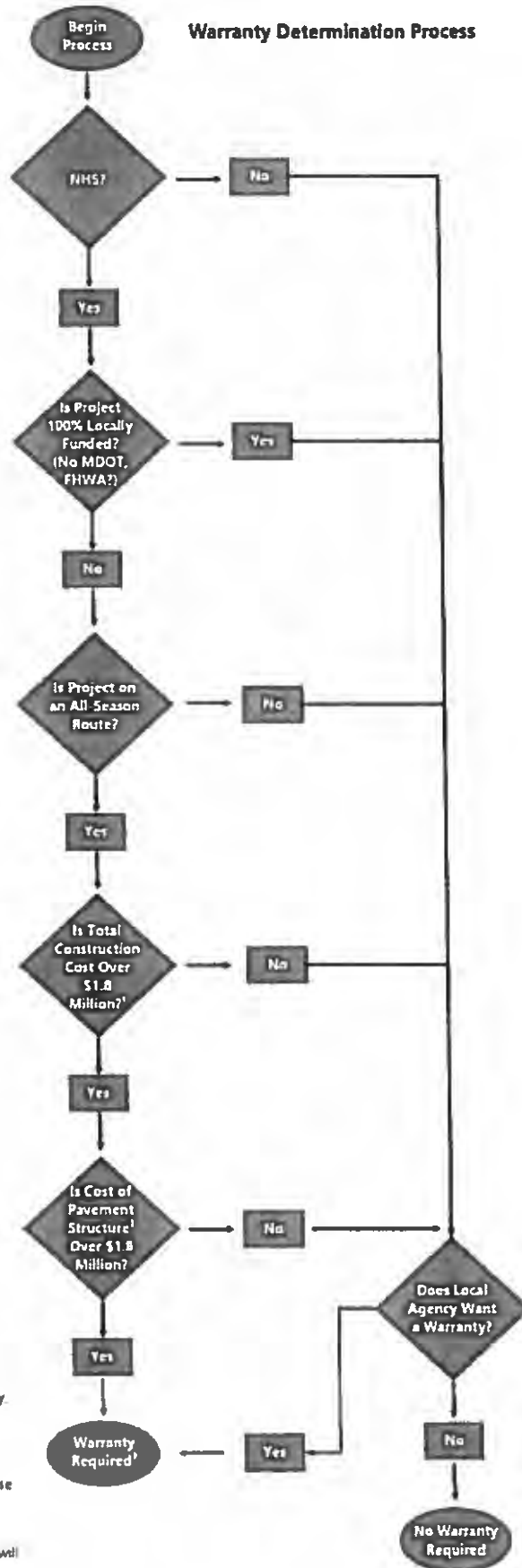
The emergency repairs of warranted work by the contractor must be authorized by the agency's engineer.

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

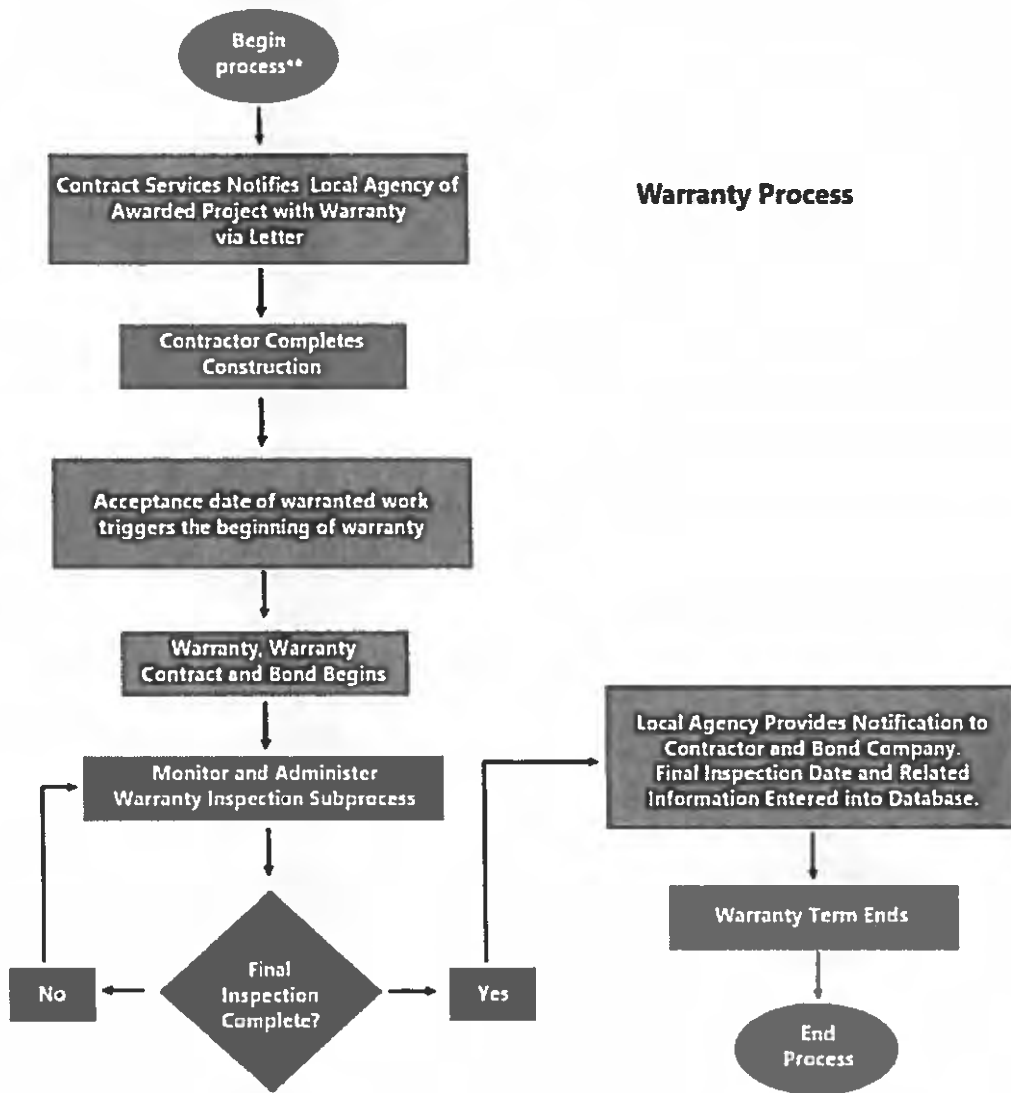
Warranty Determination Process



Use \$1.8 million as cost to account for bid variability.

¹Pavement structure as defined by MDOT Standard Specifications includes: HMA or concrete pavement, curbs, shoulders, aggregate or granular base, subbase and underdrain.

²If a local agency waives a warranty, an explanation will need to be reported.

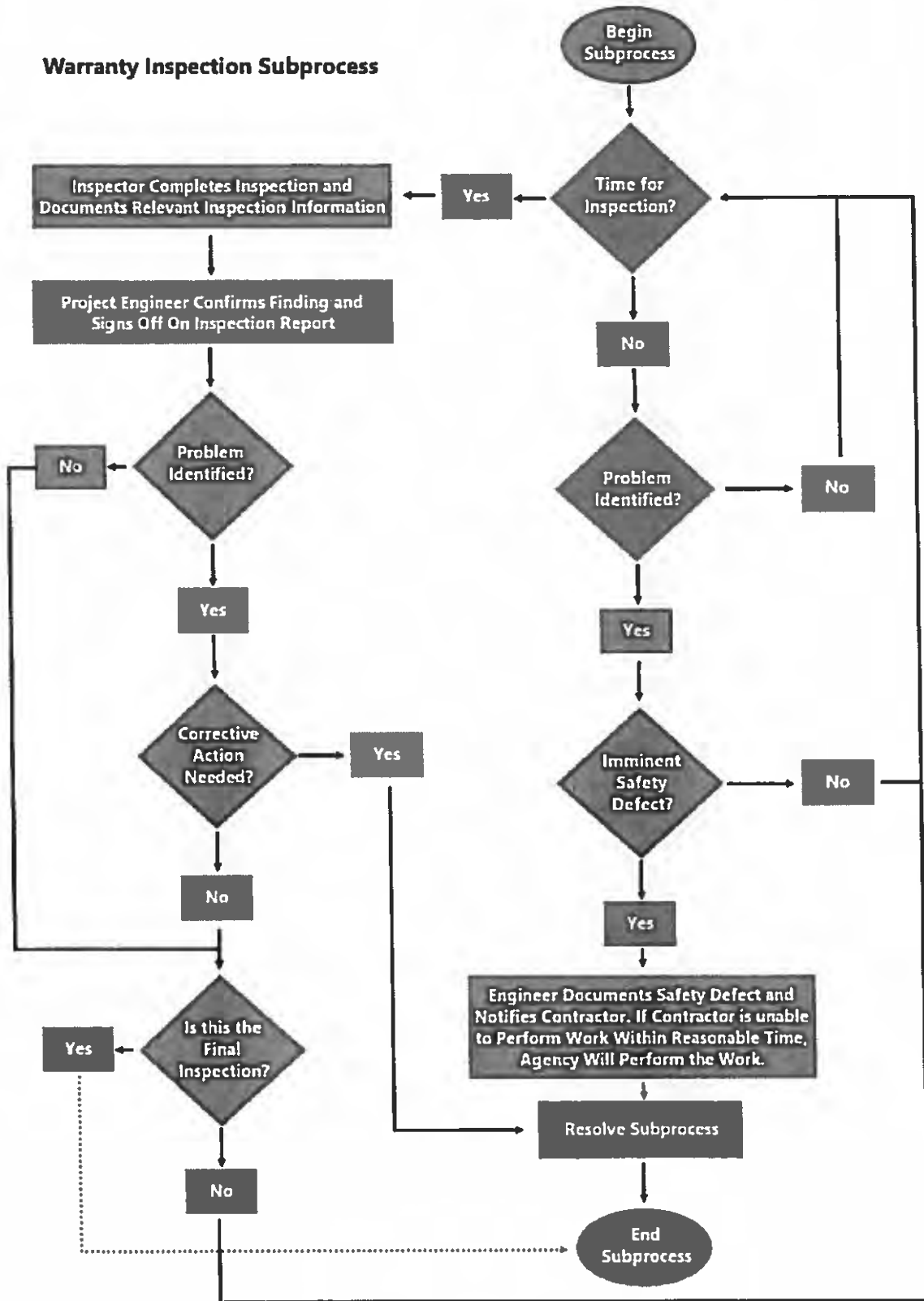


Warranty Process

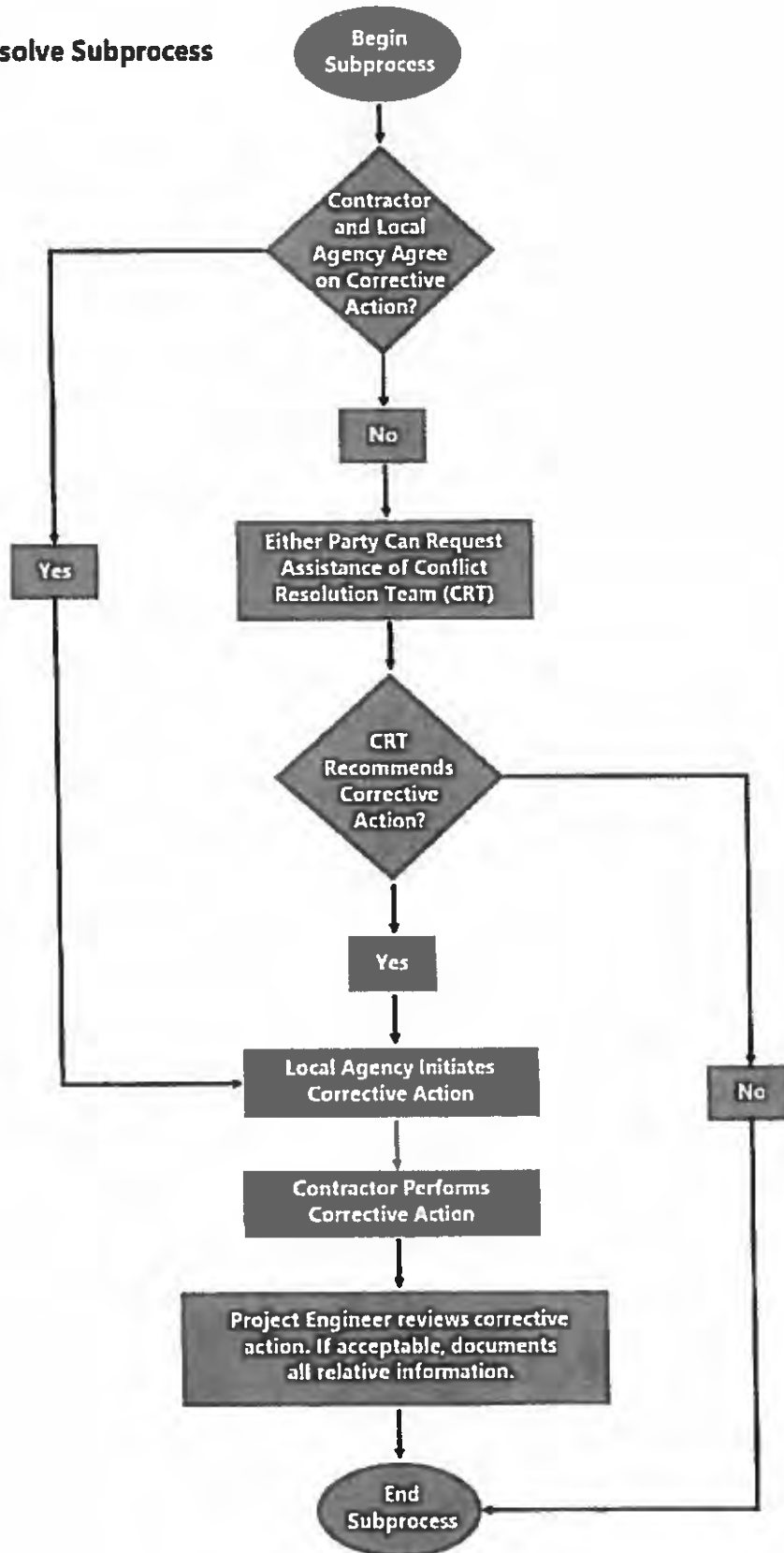
****This is the process if MDOT has oversight and/or MDOT let bid.**

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 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. **Ravelling** - 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 to 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. Ravelling 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 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. 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 to 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

INSPECTION FORM FOR HMA WARRRANTY WORK

Inspected By: _____ Date: _____

Type of inspetion: Interim Final Special

Type of Construction: New HMA Construction / Reconstruction
 HMA over Ag. Base without other improvements
 HMA Overlay

Condition Parameter	NEW CONSTRUCTION / RECONSTRUCTION		OVER AGGREGATE BASE WITHOUT BASE OR DRAINAGE IMPROVEMENTS		SINGLE COURSE & MULTIPLE COURSE OVERLAY (a)	
	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
Warranty period	5 years		3 years		1 year	
Transverse Cracking	3	1	3	2 (b)	3	3 (b)
Open Joints & Long cracking	10% of Segment length	1	25% of Segment length	2 (b)	25% of Segment length	3 (b)
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 (c, d, g)	Ave rut depth = 3/8 inch	1 (c)	Ave rut depth = 3/8 inch	1 (c)	Ave rut depth = 3/8 inch	1 (c,d)
Alligator cracking (l)	Any amount	0 (none allowed)	Any amount	0 (none allowed)	Any amount	0 (none allowed)

Distresses Found? Yes (Describe below, attach additional sheets if needed) No

Distresses Found: (Describe type, severity & location)

Corrective action needed? Yes No Needs further evaluation

Signed (INSPECTOR): _____

Checked by (ENGINEER): _____

INSPECTION FORM FOR CONCRETE WARRANTY WORK

Inspected By: _____

Date: _____

Type of Inspection: Interim Final Special

Type of Construction: Plain Concrete
 Reinforced Concrete

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

Distresses Found? Yes (Describe below, attach additional sheets if needed) No

Distresses Found: (Describe type, severity & location)

Corrective action needed? Yes No Needs further evaluation

Signed (INSPECTOR): _____

Checked by (ENGINEER): _____

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 <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 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.

CALL TO ORDER

IN REGULAR SESSION Monday, December 17, 2018 at 7:00 P.M. in the Council Chambers of Town Hall, 323 West Michigan Avenue, Marshall, MI, the Marshall City Council was called to order by Mayor Reed.

ROLL CALL

Roll was called:

Present: Council Members: Caron, Costa, McNeil, Metzger, Mayor Reed, Williams, and Wolfersberger.

Also Present: City Manager Tarkiewicz and Clerk Nelson.

Absent: None.

INVOCATION/PLEDGE OF ALLEGIANCE

Ralph McCarty of East Eckford Community Church gave the Invocation and Mayor Reed led the Pledge of Allegiance.

APPROVAL OF THE AGENDA

Moved Caron, supported Wolfersberger, to approve the agenda with the addition of the MSCPA invoice in the amount of \$602,712.32 and item 12F. Fredonia Township Sanitary Sewer Agreement Extension. On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON AGENDA ITEMS

None.

CONSENT AGENDA

Moved Metzger, supported Costa, to approve the Consent Agenda:

- A. Approve the resolution and authorize the City Clerk to sign the agreement with MDOT for Operation and Maintenance of the Weather Observation and Data Dissemination System at Brooks Field, Contract No. 2019-0104;
- B. Minutes of the City Council Work Session and Regular Session held on Monday, December 3, 2018;
- C. Approve city bills in the amount of \$ 1,050,716.91.

On a roll call vote – ayes: Caron, Costa, McNeil, Metzger, Mayor Reed, Williams, and Wolfersberger; nays: none. **MOTION CARRIED.**

PRESENTATIONS AND RECOGNITION

A. Heritage Commons Annual Report:

Kitty Knoll provided an annual update on Heritage Commons.

B. Certificates of Appreciation:

Mayor Reed presented Certificates of Appreciation to past Board/Commission members and plaques were presented to the outgoing City Council members.

C. 2018 Annual Financial Audit:

Joe Verlin of Gabridge & Co. presented the 2018 Annual Financial Audit for the year ending June 30, 2018.

INFORMATIONAL ITEMS

An event report was provided for the Oakridge Cemetery, "If these stones could talk" event.

PUBLIC HEARINGS & SUBSEQUENT COUNCIL ACTION

A. Neighborhood Improvement Authority:

Finance Director Jon Bartlett provided background regarding the Neighborhood Improvement Authority and the process.

Mayor Reed opened the public hearing to hear public comment regarding the proposed ordinance for the creation of a Neighborhood Improvement Authority.

Hearing no comment, the hearing was closed.

Mayor Reed read a prepared statement from Richard Lindsey. **(ATTACHMENT A)**

Moved Metzger, supported Williams, to adopt the ordinance that creates and sets the boundaries of the Northeast Neighborhood Improvement Authority. On a roll call vote – ayes: Costa, McNeil, Metzger, Mayor Reed, Williams, Wolfersberger, and Caron; nays: none. **MOTION CARRIED.**

**CITY OF MARSHALL, MICHIGAN
ORDINANCE NUMBER #2018-04**

AN ORDINANCE TO AMEND TITLE III, ADMINISTRATION, OF THE CITY OF MARSHALL CODE OF ORDINANCES BY AMENDING CHAPTER 31: CITY ORGANIZATIONS

THE CITY OF MARSHALL ORDAINS:

Section 1. THAT TITLE III, ADMINISTRATION, CHAPTER 31: CITY ORGANIZATIONS BE AMENDED BY ADDING THE FOLLOWING SECTIONS TO READ AS FOLLOWS:

Section

- 31.65 Created; membership; qualifications.
- 31.66 Terms; vacancies.
- 31.67 Compensation.
- 31.68 Election of chairperson.
- 31.69 Oath of office.
- 31.70 Meetings.
- 31.71 Removal of board members for cause.
- 31.72 Expenses and financial records.
- 31.73 Writings.
- 31.74 Duties and powers of the authority.
- 31.75 Budget; cost of handling and auditing funds.
- 31.76 Boundaries of the development area
- 31.77 Dissolution of the authority; property and assets

31.65 Created; Membership; Qualifications.

Pursuant to the provisions of and under the authority of Public Act 61 of 2007, as amended there is hereby created a Northeast Neighborhood Improvement Authority, which shall be under the supervision and control of a Board, consisting of the City Manager or his or her designee, and not less than 5 or more than 9 members appointed by the City Manager, subject to the approval of the City Council. Not less than a majority of the members shall be persons having an ownership or business interest in property located in the development area, as hereinafter described. At least one of the members shall be a resident of the development area or of an area within ½ mile of any part of the development area.

31.66 Terms; Vacancies.

Of the members first appointed, an equal number of the members, as near as is practicable, shall be appointed for 1 year, 2 years, 3 years, and 4 years. A member shall hold office until the member's successor is appointed. After the initial appointment, each member shall serve for a term of 4 years. An appointment to fill a vacancy shall be made by the City Manager for the unexpired term only.

31.67 Compensation.

Members of the board shall serve without compensation, but shall be reimbursed for actual and necessary expenses.

31.68 Election of Chairperson.

The chairperson of the board shall be elected by the board.

31.69 Oath of Office.

Before assuming the duties of office, a member shall qualify by taking and subscribing to the constitutional oath of office.

31.70 Meetings.

The proceedings and rules of the board are subject to the open meetings act, 1976 PA 267, MCL 15.261 to 15.275. The board shall adopt rules governing its procedure and the holding of regular meetings, subject to the approval of the governing body. Special meetings may be held if called in the manner provided in the rules of the board.

31.71 Removal of Board Member for Cause.

After having been given notice and an opportunity to be heard, a member of the board may be removed for cause by the Marshall City Council.

31.72 Expenses and Financial Records.

All expense items of the authority shall be publicized monthly and the financial records shall always be open to the public.

31.73 WRITINGS.

A writing prepared, owned, used, in the possession of, or retained by the board in the performance of an official function is subject to the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

31.74 Duties and Powers of the Authority.

The board shall possess all the powers granted to it by P.A. 61 of 2007, as amended, and shall perform any and all acts required of it.

31.75 Budget; cost of handling and auditing funds.

1. A budget shall be submitted to the board for the operation of the authority for each fiscal year before the beginning of the fiscal year. The budget shall be prepared in the manner and contain the information required of other City departments. After review by the board, the budget shall be submitted to the Marshall City Council. The Marshall City Council shall approve the budget before the board may adopt the budget. Unless authorized by the Marshall City Council or by P.A. 61 of 2007, as amended, funds of the municipality shall not be included in the budget of the authority.

2. The Marshall City Council shall assess a reasonable pro rata share of the funds for the cost of handling, accounting, and auditing the funds against the funds of the authority, other than those committed, which shall be paid annually by the board pursuant to an appropriate item in its budget.

31.76 Boundaries of the development area

A tract of land within the City of Marshall with Point of Beginning at the southeast corner of Lot 56, Upper Village Annex. Thence north 20 rods, parallel with the east section line of Sect. 25, T2S, R6W. Thence running along the west side of East Dr.,

north 66 ft. to the southeast corner of Lot 11, East Drive. Thence continuing along the west side of East Dr. right of way, north 501.88 ft. to the northeast corner of Lot 7, East Drive. Thence north 60 ft. crossing Mann Rd. right of way to a point at the southeast corner of Lot 29, East Drive. Thence continuing along the west side of East Dr. right of way along the arc of a curve to the left 212.2 ft., whose radius is 1,420.95 ft. and chord bearing N 08°33'40" W. Thence continuing along said west right of way line along the arc of a curve to the right 330.15 ft., whose radius is 540.46 ft. and chord bearing N 10°57'00" E. Thence along the arc of a curve to the right 143.87 ft., whose radius is 1,741.28 ft. and chord bearing N 19°19'00" E, to a point at the northeast corner of Lot 23, East Drive. Thence continuing along the west right of way line of East Dr., N 28°10'00" E 171.22 ft. to a point at the northeast corner of Lot 76, East Drive #2. Thence crossing Forest St. right of way, N 28°10'00" E 60.12 ft. to a point at the southeast corner of Lot 50, East Drive #2. Thence continuing along the west side of East Dr. right of way, N 28°10'00" E 242.17 ft. to a point at the intersection of East Dr. and Hill Rd. Thence N 00°10'00" E 651.36 ft. to a point at the northeast corner of Lot 42, East Drive #2. Thence continuing along the west side of East Dr. right of way, N 00°10'00" E 216.98 ft. to a point in the south half of Lot 172, East Drive #6. Thence along the arc of a curve to the left 443.79 ft. whose radius is 443.84 ft., and delta angle N 89°03'00" E to a point on the north side of Lot 161, East Drive #6. Thence crossing East Dr. right of way, N 43°35'00" E 66 ft. to a point at the southeast corner of Lot 155, East Drive #6. Thence continuing along the east line of said Lot 155, N 43°35'00" E 172.05 ft. Thence continuing along said east line, N 01°07'00" E 88.0 ft., to a point at the northeast corner of said Lot 155. Thence S 88°53'00" E 741.0 ft. to a point at the northeast corner of Lot 88, East Drive #3. Thence along the east line of said Lot 88, S 00°09'00" W 31.42 ft. to a point at the northwest corner of Lot 179, East Drive #7. Thence S 89°57'24" E 314.29 ft. along the east-west ¼ line of Sect. 19, T2S, R5W. Thence along the arc of a curve to the left 626.11 ft., whose radius is 6,736.12 ft. and chord bearing S 75°13'25" E 625.88 ft. to a point on the east line of the west ½ of southwest ¼ of said Sect. 19. Thence along the arc of a curve to the left 1,273.03 ft., whose radius is 6,736.12 ft. and chord bearing S 80°15'03" E 573.38 ft. Thence S 00°06'30" W 355.4 ft. along the west line of 18 ½ Mile Rd. right of way. Thence N 89°56'48" W 390.56 ft. Thence S 07°38'42" E 547.89 ft. to a point on the east side of Woodruff Dr. right of way. Thence S 89°55'50" E 353.76 ft. to a point on the west side of 18 ½ Mile Rd. right of way. Thence S 00°06'30" W 796.67' to a point on the north side of Centennial Rd. right of way. Thence along said right of way, S 48°37'24" W 326.30 ft. Thence N 00°00'12" E 231.54 ft. to a point on the west side of Woodruff Dr. right of way. Thence N 89°55'21" W 1055.41 ft. to the east line of the east ½ of the southwest ¼ of Sect. 19, T2S, R5W. Thence south along said east line 641.25 ft. Thence S 89°25'26" W 338.91 ft. Thence S 89°25'16" W 353.91 ft. Thence south 600 ft. to a point on the north line of E. Michigan Ave. right of way. Thence continuing along said right of way, S 73°20'00" W 272.26 ft. to the west section line of Sect. 30, T2S, R5W. Thence continuing along said right of way, S 73°34'00" W 851.9 ft. to a point on the south line of Lot 59, Upper Village Annex. Thence N 89°20'00" W 102.5 ft. to a point at the southwest corner of Lot 58, Upper Village Annex, said point also being the east line of East Dr. right of way. Thence N 89°20'00" W 66 ft. to a point at the southeast corner of Lot 56, Upper Village Annex,

said point also being the Point of Beginning.

31.77 Dissolution of the Authority; Property and Assets.

An authority that has completed the purposes for which it was organized shall be dissolved by ordinance of the Marshall City Council. Property and assets of the authority remaining after the satisfaction of the obligations of the authority belong to the City of Marshall.

Severability.

The various parts, sections and clauses of the Ordinance are 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.

Section 2. This Ordinance [or a summary thereof as permitted by MCL 125.3401 shall be published in the *Marshall Chronicle*, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Section 3. This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this 17th day of December, 2018.

Jack Reed, MAYOR

Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on December 17, 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Trisha Nelson, CITY CLERK

B. Proposed Amendment Chapter 119: Medical Marihuana:

City Manager Tarkiewicz provided background regarding the proposed amendment to Chapter 119: Medical Marihuana. The proposed change is only to the definition of Security Plan which has become problematic.

Mayor Reed opened the public hearing to hear comment regarding the proposed amendment to Chapter 119.

Hearing no comment, the hearing was closed.

Moved Wolfersberger, supported Williams, to approve the proposed amendment to Chapter 119: Medical Marihuana, §119.03 Security Plan Definition. On a roll call vote – ayes: McNeil, Metzger, Mayor Reed, Williams, Wolfersberger, Caron, and Costa; nays: none. **MOTION CARRIED.**

**CITY OF MARSHALL, MICHIGAN
ORDINANCE #2018-05**

AN ORDINANCE TO AMEND CITY OF MARSHALL CODE, CHAPTER 119: MEDICAL MARIHUANA. THE CITY OF MARSHALL HEREBY ORDAINS:

Section 1. That chapter and section §119.03 **Definitions; “SECURITY PLAN”** of the Marshall City Code, shall be and is deleted in its entirety and is hereby amended as follows:

SECURITY PLAN. A plan for preventing unauthorized access to, or theft and pilferage from, an MMMFLA licensed facility, approved for operation in the City of Marshall. The security plan shall be subject to review and pre-approval by City staff based upon the below components. The final security plan must be approved by the City Manager with the advice of the Director of Public Safety. Based upon the size and structure of the facility, location, and lot configuration, the security plan may include, but not limited to, the following components:

- (1) An eight-foot tall perimeter fence;
- (2) An exterior lighting system;
- (3) A building security system;
- (4) An on-site security guard program;
- (5) An off-site official contact list;
- (6) Established hours of operation;
- (7) Appropriate signage;
- (8) A plan for facility inspection by the City of Marshall, which shall include no less than an annual comprehensive fire and security inspection; and
- (9) Such other conditions as may be suitable for the particular license or facility to be operated by the MMMFLA licensee.

Section 2. This Ordinance [or a summary thereof as permitted by MCL 125.3401] shall be published in the *Marshall Chronicle*, a newspaper of general circulation in the City of Marshall qualified under state law to publish legal notices. This Ordinance shall be recorded in the Ordinance Book and such recording shall be authenticated by the signatures of the Mayor and the City Clerk.

Section 3. If any section, paragraph, clause, phrase or part of this Ordinance is held to be invalid by any court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance, and the application of those provisions to any person or circumstances shall not be affected thereby.

Section 4. Except as specifically amended herein, all other provisions of Ordinance #2017-05 shall remain in full force and effect.

Section 5. This Ordinance is declared to be effective immediately upon publication.

Adopted and signed this 17th day of December 17, 2018.

Jack Reed, MAYOR

Trisha Nelson, CITY CLERK

I, Trisha Nelson, being duly sworn as the City Clerk for the City of Marshall, hereby certify that the foregoing is a true and complete copy of an ordinance approved by the City Council, City of Marshall, County of Calhoun, State of Michigan, at a regular meeting held on December 17, 2018, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available by said Act.

Trisha Nelson, CITY CLERK

OLD BUSINESS

None.

REPORTS AND RECOMMENDATIONS

A. Ketchum Park Millrace Pavilion and Confluence Garden:

Moved McNeil, supported Costa, to award the Design Services for the Ketchum Park Millrace Pavilion and Confluence Garden to Viridis Design Group of Kalamazoo, MI for an amount not to exceed \$42,235 and direct City Staff to contact the Cronin Foundation to acknowledge and confirm incorporation of the "Cronin" name on the pavilion at conclusion of the project. On a roll call vote – ayes: Metzger, Mayor Reed, Williams, Wolfersberger, Caron, Costa, and McNeil; nays: none.
MOTION CARRIED.

B. Sidewalk Deferment – 1120 Industrial Road:

Moved Metzger, supported Williams, to approve a deferment of the sidewalk installation at 1120 Industrial Road and approve the City Manager and/or City Clerk to execute an

agreement with Delta One Consulting, LLC for and irrevocable Letter of Credit in the amount of \$44,500. On a voice vote – **MOTION CARRIED.**

C. Wellhouse Repair:

Moved Costa, supported Wolfersberger, to approve the reallocation of the Capital Outlay projects in the Water Capital Outlay budget from Water Treatment Plant Office to Well House Roofs and Siding and accept the bid from Meeker Building & Remodeling, LLC of Olivet in the amount of \$49,750. On a roll call vote – ayes: Williams, Wolfersberger, Caron, Costa, McNeil, Metzger, and Mayor Reed; nays: none. **MOTION CARRIED.**

D. Notice of Intent to Issue Bonds-Water Fund:

Moved McNeil, supported Metzger, to adopt the resolution "Notice of Intent to Sell Water Supply System Revenue Bonds" initiating a forty-five-day referendum period prior to the sale of the bonds and authorize the City Clerk to publish the Notice of Intent and Right of Referendum. On a voice vote – **MOTION CARRIED.**

E. 2019 Electric Line Tree Trimming Program:

Moved Caron, supported Costa, to approve the retention of ARS Corporation to continue to perform the tree clearance program for the City of Marshall and authorize the City Clerk to sign the contract addendum for a one-year extension with a 3% price escalator. On a roll call vote – ayes: Wolfersberger, Caron, Costa, McNeil, Metzger, Mayor Reed, and Williams.; nays: none. **MOTION CARRIED.**

F. Fredonia Township Sanitary Sewer Agreement Extension:

Moved Wolfersberger, supported Caron, to ratify the Fredonia Township Sanitary Sewer Agreement Extension. On a voice vote – **MOTION CARRIED.**

APPOINTMENTS/ELECTIONS

A. Northeast Neighborhood Improvement Authority Board:

Moved Williams, supported Metzger, to approve the following members and terms to the Northeast Neighborhood Improvement Authority:

Krista Trout-Edwards	Term expiring December 31, 2019
Richard Lindsey	Term expiring December 31, 2020
David DeGraw	Term expiring December 31, 2021
Scott Wolfersberger	Term expiring December 31, 2022

On a voice vote – **MOTION CARRIED.**

PUBLIC COMMENT ON NON-AGENDA ITEMS

Scott Fleming, on behalf of MAEDA, thanked Mayor Jack Reed for his contributions to Marshall.

Mary Jo Byrne, 729 E. Prospect, thanked Mayor Reed for his service and expressed that caring and compassion starts from the top.

Cheryl Vosburg, 20606 Partello Road, expressed gratitude for Mayor Reed.

Kathy Miller, 540 Cosmopolitan, presented gifts to Mayor Reed and Lisa Reed and expressed her gratitude for all of his contributions to Marshall.

CLOSED SESSION

Moved Williams, supported Caron, to enter into Closed Session under section 8 (a) of the Michigan Open Meetings Act to discuss the periodic employee evaluation of the City Manager. On a roll call vote – ayes: Caron, Costa, McNeil, Metzger, Mayor Reed, Williams, and Wolfersberger.; nays: none. **MOTION CARRIED.**

Enter into Closed Session at 9:10 p.m.

Return to Open Session at 9:58 p.m.

Moved Caron, supported McNeil, to accept the City Manager's 2018 evaluation and increase his salary by 2%, retroactive to July 1, 2018. On a roll call vote – ayes: Caron, Costa, McNeil, Metzger, Mayor Reed, Williams, and Wolfersberger.; nays: none. **MOTION CARRIED.**

Moved Williams, supported Wolfersberger, to accept the City Manager's recommendation, based on market salaries, beginning January 6, 2019 to increase the salary of the Finance Director to \$81,000 and increase the salary of the Public Services Director to \$81,000. On a roll call vote – ayes: Wolfersberger, Caron, Costa, McNeil, Metzger, Mayor Reed, and Williams.; nays: none. **MOTION CARRIED.**

COUNCIL AND MANAGER COMMUNICATIONS

ADJOURNMENT

The meeting was adjourned at 10:02 p.m.

Jack Reed, Mayor

Trisha Nelson, City Clerk



200 North Madison
Marshall, MI 49068
(269) 781-4271
oaklawnhospital.org

Dear City Manager Tarkiewicz:

First, I apologize for not being present at the meeting as the MPS Board of Education rescheduled our meeting to tonight so that Board members could attend the fabulous MHS Band Concert last Monday. Second, I want to wish Mayor Reed, and outgoing City Council Members Brent Williams and Robert Costa best wishes and congratulations on a job well done. The commitment of Mayor Reed and the entire City Council and Administration to a mutually beneficial relationship with Oaklawn is much appreciated and has paid many positive dividends.

I am writing on behalf of Oaklawn Hospital to express Oaklawn's support for the creation of the Northeast Neighborhood Improvement Authority. Oaklawn has been honored to have the opportunity to partner with the Calhoun County Land Bank Authority, County Treasurer Brian Wensauer, the City of Marshall and MAEDA to redevelop the Golden Rule/State Farm site. Although we needed the space when the warehouse parcel south of Mann Road was purchased from the Land Bank in 2017, a dual aim always was to jumpstart the redevelopment of the entire parcel. The Land Bank's commitment to keep the money Oaklawn paid for the south parcel and devote it to the demolition and redevelopment of the north office building is very much appreciated. We have also worked closely with the partners to ensure that our uses and plans on the south parcel complement the redevelopment of the north parcel.

In general, as has been stated in various ways by a number of individuals, the City of Marshall is experiencing a housing shortage. We see it as our new employees are unable to find homes in the area and end up living in other communities. We hear these stories on almost a daily basis. When a family of four with two children buys a house outside this area, it takes away property tax base, student funding from the state, and a local family that would shop in local stores, eat in local restaurants, and take advantage of local healthcare.

The proposed NIA would allow the City to encourage development through funding infrastructure and to effectively jumpstart the housing market. The resulting increase in tax base and new families will help to grow and expand.

Oaklawn has done preliminary design work on the large parking lot area south of Mann Road and intends to work with the Land Bank to remove the asphalt and ready that parcel for redevelopment which is consistent with the development on the north parcel. We expect that process to take place in the summer of 2019.

Again, Oaklawn is honored to have the opportunity to partner on this project and fully supports the creation of the Northeast Neighborhood Improvement Authority.

Sincerely,

Richard Lindsey



APPROVAL LIST FOR CITY OF MARSHALL
EXP CHECK RUN DATES 01/01/2014 - 02/07/2019
UNJOURNALIZED
OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
260337	AD-VISOR & CHRONICLE	PUBLIC SALE		15.25
261040	AD-VISOR & CHRONICLE	ADVERTISING		386.14
9957786922	AIRGAS USA LLC	ACETYLENE, ARGON, OXYGEN		133.31
W58856	AIS CONSTRUCTION EQUI	REPAIRED BACKHOE DRIFT		321.37
3923	ALL RELIABLE SERVICES	LINE CLEARANCE TREE TRIMMING FOR JULY-D	2019.025	4,266.01
3888	ALL RELIABLE SERVICES	LINE CLEARANCE TREE TRIMMING FOR JULY-D	2019.025	4,044.89
89293	ALL-TRONICS INC	QUARTERLY FIRE ALARM MONITORING		81.00
102640	ASPEN WIRELESS	OCTOBER TECH SUPPORT FOR FIBERNET SYSTE	2019.207	18,710.50
102670	ASPEN WIRELESS	TECH SUPPORT FOR FIBERNET. \$8.75/CUSTO	2019.218	11,681.25
225-439879	AUTO VALUE MARSHALL	LED HEADLIGHT KIT		62.49
225-440116	AUTO VALUE MARSHALL	BATTERY		131.99
225-439873	AUTO VALUE MARSHALL	DART 15		157.68
225-440140	AUTO VALUE MARSHALL	SUPPLIES		6.16
225-440123	AUTO VALUE MARSHALL	UBOLT PAD		47.98
225-439970	AUTO VALUE MARSHALL	13 PC DP MET		28.29
225-439916	AUTO VALUE MARSHALL	GAS MAGNUM		137.64
225-439895	AUTO VALUE MARSHALL	VALVE		112.21
225-440004	AUTO VALUE MARSHALL	CABLE PTO		16.19
225-439823	AUTO VALUE MARSHALL	PLASTIC TAPE		24.68
225-440053	AUTO VALUE MARSHALL	RATCHET STRAP		21.49
225-440433	AUTO VALUE MARSHALL	SUPPLIES		132.57
225-440122	AUTO VALUE MARSHALL	SIDE TERM BOLT		10.88
225-440081	AUTO VALUE MARSHALL	LED LAMP, LOOM & TIES		72.31
225-440459	AUTO VALUE MARSHALL	OIL, OIL FILTER, FUEL FILTER		147.68
225-440469	AUTO VALUE MARSHALL	RATCHET STRAP		46.98
388-P9145070	BATTERIES PLUS BULBS			171.75
0287946-IN	BEAVER RESEARCH CO	SUPPLIES		279.04
0288624-IN	BEAVER RESEARCH CO	FLOOR CLEANER		210.90
3107071	BESCO WATER TREATMENT	50 LB DURA CUBE		68.35
83056535	BOUND TREE MEDICAL LL	MEDICAL SUPPLIES		512.86
FLEET-2019-017	CITY OF BATTLE CREEK	EQUIPMENT REPAIRS FOR FIRE DEPARTMENT -	2019.217	1,982.21
98069	CRT, INC	PRODESK 600 & OFFICE 2016		1,066.00
FC9UG00001	CRT, INC	LATE CHARGE - 9/30 & 10/31		94.37
000995446	CRYSTAL FLASH MARSHAL	PROPANE CYLINDERS		20.51
150119	D & D MAINTENANCE SUP	HOSE		40.85
1507477	D & D MAINTENANCE SUP	BLACK 60 GAL BAGS		283.20
539224	DARLING ACE HARDWARE	TOOLS		23.35
539225	DARLING ACE HARDWARE	TIE DOWN		32.99
539538	DARLING ACE HARDWARE	HOSE		8.59
539937	DARLING ACE HARDWARE	GLOVES		41.98
539771	DARLING ACE HARDWARE	PARTS & LABOR		44.74
539940	DARLING ACE HARDWARE	SUPPLIES		38.01
540013	DARLING ACE HARDWARE	TARP		8.99
540211	DARLING ACE HARDWARE	HP ULTRA 5G		179.99
68329	EARTHCOM INC.	CONSTRUCTION OF PHASE 5 OF FIBERNET (E	2018.367	38,793.60
0001285978	EAST JORDAN IRON WORK	EAST JORDAN FIRE HYDRANTS	2019.186	10,172.34
014380	EMERGENCY VEHICLES PL	VEHICLE REPAIR		381.25
S102889002.002	ETNA SUPPLY	SUPPLIES		181.07
S102889002.001	ETNA SUPPLY	COUPLING		58.10
MIBAT269415	FASTENAL COMPANY	SUPPLIES		289.36
0065320	FERGUSON WATERWORKS #	4" REDUCER		180.50
2501521810	FIRST ADVANTAGE LNS O	PRE-EMPLOY DRUG SCREEN - PUTNAM		47.50
18-1151	FIRST DUE	GLOVES, FLASHLIGHTS		1,368.12
14018	FUG	JACKETS		730.00
7326895	GABRIDGE & COMPANY, P	FY2018 GENERAL AUDIT, FEDERAL SINGLE A	2019.216	14,000.00
113627995	GLOBAL EQUIPMENT COMP	GLOVE		93.91
9039872172	GRAINGER	8' COMBO LADDER		361.22
9027014712	GRAINGER	PREWIRED RELAY		52.54
BEO#35	GRAND RIVERY BREWERY	CATERING - MARSHALL HOUSE		360.00
120418	GRANDMA'S HELPING HAN	APT CLEANING		125.00
9307627157	GRAYBAR ELECTRIC	COMMSCOPE MST ORDER	2019.071	314.59
9307648259	GRAYBAR ELECTRIC	COMMSCOPE MST ORDER	2019.071	629.18
9307790195	GRAYBAR ELECTRIC	FLEX-CAT 5 WIRE		7.18
1690253	GRIFFIN PEST SOLUTION	PEST CONTROL		35.00
1690254	GRIFFIN PEST SOLUTION	PEST CONTROL		48.00
12641	GUTTERS R US LLC	SNOW REMOVAL FOR MRLEC BUILDING - 3RD Y	2019.113	1,961.00
12753	GUTTERS R US LLC	SNOW REMOVAL FOR MRLEC BUILDING - 3RD Y	2019.113	429.00
300453	HAVILAND PRODUCTS COM	BLANKET PO FOR TREATMENT CHEMICALS	2019.015	281.25
9167627460	HD SUPPLY FACILITIES	RANGE HOOD		52.99
9168005047	HD SUPPLY FACILITIES	TANK LEVER & RANGE HOOD		73.93
HS343537	HEARTSMART.COM	PATIENT PAD		246.00
77738	HERMANS MARSHALL HARD	SUPPLIES		63.87
77857	HERMANS MARSHALL HARD	WIRE, GRASS SEED		100.68
77951	HERMANS MARSHALL HARD	FIBERNET		6.77
80608	HERMANS MARSHALL HARD	CHAPEL		14.37
M25632	IMPACT SOLUTIONS	"SAFEZONE" SIGN		113.00
9755	J AND K PLUMBING SUPP	PLASTIC TOILET SHIM		3.96
PC001312962:01	JACKSON TRUCK SERVICE	HEAD MINIBAR		244.00
06052040	JODI HOLBROOK PHOTOGR	IMAGE WITH PRINT RIGHTS		75.00

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
1926	JUSTICE FENCE	INSTALL GATES AT CEMETERY - HOMER AND H	2019.135	3,200.00
20073	KATZ WELL DRILLING IN	CRANE SERVICES FOR TREE REMOVAL DEC 18-	2019.204	1,637.50
15051	LEWEY'S SHOE REPAIR	JEFF MACK BOOT ALLOWANCE		210.00
14775	LEWEY'S SHOE REPAIR	CASE - BOOT ALLOWANCE		210.00
014742	LEWEY'S SHOE REPAIR	FIX STRAP FOR BOOM		8.00
9784 - 1218	MARSHALL COMMUNITY CU	9784 - BARTLETT		85.00
9156-1218	MARSHALL COMMUNITY CU	9156 - MILLER		411.14
3431-1218	MARSHALL COMMUNITY CU	3431 - CITY OF MARSHALL		864.63
7617-1218	MARSHALL COMMUNITY CU	7617 - RAMEY		640.58
6996-1218	MARSHALL COMMUNITY CU	6996 - BAUER		0.88
7681-1218	MARSHALL COMMUNITY CU	7681 - TARKIEWICZ		649.48
4868-1218	MARSHALL COMMUNITY CU	4868 - RICE		2.53
1188C11831	MARSHALL MEDICAL ASSO	LANKERD & SMITH DRUG SCREEN		139.00
761-10390786	MDEQ - NP1	NPDES ANNUAL PERMIT FEE	2019.203	5,500.00
S4443362.001	MEDLER ELECTRIC COMPA	ELECTRICAL TAPE		82.96
S4443362.002	MEDLER ELECTRIC COMPA	ELECTRICAL TAPE		155.72
S4443362.003	MEDLER ELECTRIC COMPA	ELECTRIC TAPE		9.20
1005902	MESSICK'S	NEW BLOWER MOTORS FOR LEAF BLOWER	2019.190	19,603.06
761-10391454	MICHIGAN DEPT OF ENV.	NPDES ANNUAL PERMIT FEE		400.00
277430	MICHIGAN INDUSTRIAL G			171.23
18176	MICHIGAN MUNICIPAL LE	CDL - MEMBER		1,960.00
M 11-18	MICHIGAN SOUTH CENTRA	NATURAL GAS PURCHASES - NOVEMBER 2018		2,244.43
20000033	MPARKS	FULL DELEGATE REGISTRATION - JESSICA, H		940.00
518981	NAPA OF MARSHALL	PARTS		23.98
676674	NYE UNIFORM COMPANY	VERTX PHANTOM LT PANT		106.96
1214713B1	OFFICE 360	SUPPLIES		9.78
1221741	OFFICE 360	SUPPLIES		7.97
1225999	OFFICE 360	COPY PAPER		263.92
1232941	OFFICE 360	SUPPLIES		8.88
1986	PARAGON LABORATORIES,	MEC WATER QUALITY TEST		1,023.50
2018-0018	PARKS COMMUNICATION S	OUTDOOR CAMERA AND INSTALLATION FOR MEE	2019.206	1,985.60
2018-0020	PARKS COMMUNICATION S	INSTALL & TESTING		380.00
464848	PEERLESS MIDWEST INC	WATER EXPLORATION S INDUSTRIAL	2019.026	2,250.00
56324332	POWER LINE SUPPLY	STORAGE CASE		22.75
56324507	POWER LINE SUPPLY	FLOOD SEAL		164.67
56324506	POWER LINE SUPPLY	PHOTO EYE		345.00
56324971	POWER LINE SUPPLY	ACUITY LED ROADWAY LIGHT FIXTURES- OUR	2019.176	11,968.20
56322107	POWER LINE SUPPLY	HOT STICK, LIGHT		285.74
56322275	POWER LINE SUPPLY	SPLIT BOLT		252.63
56322276	POWER LINE SUPPLY	FLOOD SEAL		205.43
294041	PRINTLINK	BUSINESS CARDS		124.10
1180468	PRO DJ'S MICHIGAN	SCHOOL SPECIAL		150.00
8034	QUALITY ENGRAVING SER	PLAQUES		260.00
18-9811	QUALITY EXCAVATORS, I	LABOR, TOPSOIL, SEED, AND STRAW		530.00
3481730	QUILL CORPORATION	COPY PAPER		110.27
20045-1218	RICE'S SHOES, INC	GEORGE ARNOLD BOOT ALLOWANCE		232.90
1071428	ROSATI, SCHULTZ, JOPP	GENERAL MATTERS		90.00
0088523	ROWE PROFESSIONAL SER	MONROE STREET BRIDGE ENGINEERING	2018.051	2,480.00
78516545	SAFETY-KLEEN	WASHER-SOLVENT		175.00
44134	SECURITY CORPORATION	SERVICE CALL ON CAMERAS IN THE HALLWAYS	2019.202	2,099.13
314875	SOLOMON CORPORATION	DUAL VOLTAGE TRANSFORMERS PER QUOTE#Q-0	2019.121	21,225.00
314874	SOLOMON CORPORATION	DUAL VOLTAGE TRANSFORMERS PER QUOTE#Q-0	2019.122	17,380.00
021063-1218	SPARTAN STORES	CUST #021063		203.41
760252	SPEEDY CHICK	MASHED POTATOES & GRAVY		60.00
208318	STANLEY LAWN & GARDEN	TIRE CHAINS		58.23
1454462	STANTEC CONSULTING MI	MICHIGAN AVE WATERMAIN DESIGN/CONSTRUCT	2019.124	10,678.29
1453942	STANTEC CONSULTING MI	PERRIN DAM WATERMAIN DESIGN/CONSTRUCTIO	2019.126	248.50
1454014	STANTEC CONSULTING MI	N. MARSHALL STORAGE TANK PDR	2019.125	1,284.00
1453943	STANTEC CONSULTING MI	WATER WITHDRAWL ON-GOING CONSULTING	2019.123	7,306.75
1622275565-1218	STAPLES BUSINESS CRED	SUPPLIES		634.14
S011052553.004	STUART C IRBY CO	MISC LINEMEN TOOLS AND EQUIPMENT - QUOT	2019.178	32.50
S011052553.003	STUART C IRBY CO	MISC LINEMEN TOOLS AND EQUIPMENT - QUOT	2019.178	409.00
S011052553.008	STUART C IRBY CO	MISC LINEMEN TOOLS AND EQUIPMENT - QUOT	2019.178	106.90
S011052553.007	STUART C IRBY CO	MISC LINEMEN TOOLS AND EQUIPMENT - QUOT	2019.178	70.50
S011052553.002	STUART C IRBY CO	MISC LINEMEN TOOLS AND EQUIPMENT - QUOT	2019.178	12.50
S011052553.001	STUART C IRBY CO	MISC LINEMEN TOOLS AND EQUIPMENT - QUOT	2019.178	935.00
49874	TESCO	METER SOCKET JUMPER COVERS	2019.197	347.19
23867390	THOMAS NEIDLINGER MD	STEVE MEYER DOT PHYSICAL		85.00
MAR13711	TIRE CITY TIRE PROS	TIRES		193.98
3865976	TOSHIBA AMERICA BUSIN	MRLEC COPIER		70.12
1876	TWO DUCKS, INC.	POWER HOUSE		8,716.00
161 0034193	UNIFIRST CORPORATION	POWER HOUSE		52.87
161 0034194	UNIFIRST CORPORATION	WATER		34.82
161 0034195	UNIFIRST CORPORATION	MARSHALL HOUSE		39.88
161 0034648	UNIFIRST CORPORATION	WASTE WATER		31.45
161 0034652	UNIFIRST CORPORATION	WATER		34.82
161 0034653	UNIFIRST CORPORATION	MARSHALL HOUSE		39.88
161 0034651	UNIFIRST CORPORATION	POWER HOUSE		55.37
161 0034190	UNIFIRST CORPORATION	WASTE WATER		598.87

APPROVAL LIST FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 01/01/2014 - 02/07/2019
 UNJOURNALIZED
 OPEN

INVOICE NUMBER	VENDOR NAME	DESCRIPTION	PO NUMBER	AMOUNT
161 0034192	UNIFIRST CORPORATION	ELECTRIC		314.91
161 0034191	UNIFIRST CORPORATION	DPW GARAGE		59.32
161 0034649	UNIFIRST CORPORATION	DPW GARAGE		59.32
161 0034650	UNIFIRST CORPORATION	ELECTRIC		641.74
161 0035109	UNIFIRST CORPORATION	DPW GARAGE		59.32
1610035110	UNIFIRST CORPORATION	ELECTRIC		276.76
161 0035108	UNIFIRST CORPORATION	WASTE WATER		31.45
161 0035111	UNIFIRST CORPORATION	POWER HOUSE		52.87
161 0035113	UNIFIRST CORPORATION	MARSHALL HOUSE		39.88
161 0035112	UNIFIRST CORPORATION	WATER		34.82
IN00334103	VANGUARD FIRE AND SEC	INSPECTION		260.00
P68475	VERMEER OF MICHIGAN,	CHINESE FINGER		99.98
86617	WALTERS-DIMMICK PETRO	FUEL		1,229.33
675104	WAV INC.	MIKROTIK RESIDENTIAL ROUTERS	2019.187	11,939.78
61433	WIGHTMAN & ASSOCIATES	PROFESSIONAL SERVICES	2019.091	52.50
1402075	XEROX FINANCIAL SERVI	LEASE		1,320.88
GRAND TOTAL:				269,899.48

APPROVAL LIST 2 FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 12/21/2018 - 12/21/2018
 UNJOURNALIZED
 OPEN AND PARTIALLY PAID

INVOICE NUMBER	INVOICE DATE	VENDOR NAME	DESCRIPTION	AMOUNT
E	CODE: MAIN			
121318	12/13/2018	ABEL, JOSEPH J & JANI	TAX OVERPAYMENT	614.03
121418	12/14/2018	ALETEIA DRUG INC	TAX OVERPAYMENT	2,040.18
121418	12/14/2018	ALLMAN JR RICHARD D	TAX OVERPAYMENT	2,138.15
287238047810X12111	12/03/2018	AT&T MOBILITY	2698308394	64.00
121718	12/17/2018	B.E. HENRY ASSOCIATIO	WINTER MARKET SPACE RENTAL NOVE-DEC 201	545.00
203586289574	12/08/2018	CONSUMERS ENERGY	611 HOMER RD	1,077.35
204924483081	12/08/2018	CONSUMERS ENERGY	714 HOMER RD	314.33
205455116661	12/07/2018	CONSUMERS ENERGY	832 E GREEN ST	372.94
207145144940	12/08/2018	CONSUMERS ENERGY	200 E SPRUCE ST	2,587.81
121718	12/17/2018	DYER, JEANETTE	FARM TO TABLE THANK YOU CARD DESIGN/PRI	89.73
7018274 - 120818	12/08/2018	EARTHLINK BUSINESS	MARSHALL HOUSE & AIRPORT	70.15
121418	12/14/2018	GEIGER, MATTHEW	ENERGY OPTIMIZATION	15.00
N7472029	12/11/2018	MAILFINANCE INC	LEASE FROM 10-12-18 - 01-11-19	620.67
121318	12/13/2018	MORRIS, FLOYD & LETA	TAX OVERPAYMENT	1,736.95
121418	12/14/2018	SCHWARTZ, MATTHEW & K	ENERGY OPTIMIZATION	125.00
OE0005183A1836	09/20/2018	SHERWIN-WILLIAMS	APT 102	1,484.98
121818	12/18/2018	SVCICC, INC	CLASS IN SAGINAW (FREELAND)	55.00
121818	12/18/2018	TARKIEWICZ, TOM	PARKING, BRIDGE TOLL, BREAKFAST	14.75
121418	12/14/2018	WALTERS, BEN	ENERGY OPTIMIZATION	20.00
121718	12/17/2018	WEBERLING, ERIC	SAFETY EQUIPMENT	101.72
TOTAL BAN				14,087.74
GRAND TOTAL:				14,087.74

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64.00+
 1,077.35+
 314.33+
 372.94+
 2,587.81+
 14.75+
 545.00+
 125.00+
 20.00+
 15.00+
 2,040.18+
 1,736.95+
 614.03+
 2,138.15+
 1,484.98+
 89.73+
 55.00+
 620.67+
 101.72+
 70.15+

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14,087.74*

APPROVAL LIST 2 FOR CITY OF MARSHALL
 EXP CHECK RUN DATES 12/28/2018 - 12/28/2018
 UNJOURNALIZED
 OPEN AND PARTIALLY PAID

INVOICE NUMBER	INVOICE DATE	VENDOR NAME	DESCRIPTION	AMOUNT
BANK CODE: MAIN				
122818	12/28/2018	CALHOUN COUNTY TREASU	CHARGE BACK 2018 AUCTIONS	1,038.14
203586302993	12/17/2018	CONSUMERS ENERGY	1243 S KALAMAZOO	58.90
205633094057	12/17/2018	CONSUMERS ENERGY	1243.5 KALAMAZOO	48.73
204120259762	12/17/2018	CONSUMERS ENERGY	801 INDUSTRIAL	288.84
205010187940	12/17/2018	CONSUMERS ENERGY	714 US HIGHWAY 27	844.07
205900101695	12/17/2018	CONSUMERS ENERGY	1609 S KALAMAZOO	16.26
601011563585	12/10/2018	CONSUMERS ENERGY	725 INDUSTRIAL	384.84
122618	12/26/2018	FREDONIA TOWNSHIP FIR	SALE OF 2008 BELAIR TRAVEL TRAILER	208.33
122518	12/25/2018	GROSS, JOHN	INSPECTIONS	855.00
15-311-015-00 W201	12/01/2018	MARENGO TOWNSHIP	WINTER TAXES	1,273.91
122618	12/26/2018	MARSHALL TOWNSHIP	FIRE DEPT - SALE OF 2008 BELAIR TRAVEL	208.33
16-272-012-00 W201	12/01/2018	MARSHALL TOWNSHIP	2018 WINTER TAXES	99.94
122518	12/25/2018	SCOTT, DOUGLAS	INSPECTIONS	405.00
153845	12/08/2018	TELNET WORLDWIDE		1,753.47
122618	12/26/2018	WILLIAMS, BEVERLY	ENERGY OPTIMIZATION	125.00
TOTAL BAN				7,608.76
GRAND TOTAL:				7,608.76

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1,038.14 +
 58.90 +
 48.73 +
 288.84 +
 844.07 +
 16.26 +
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015

7,608.76*

EVENT REPORT

EVENT: 6th Annual Reuben Race 2019

EVENT LOCATION: 100 Block of N. Jefferson Street

SPONSOR: Pastrami Joe's Deli

EVENT DATE: Saturday, March 16, 2019

EVENT TIMEFRAME: 7:00a – Noon

MDOT PERMIT REQUIRED: No

MDOT PERMIT GRANTED: NA

ROAD CLOSURE DETAIL: Close 100 Block N. Jefferson between Michigan Ave and Mansion Street.

ROAD CLOSURE TIMEFRAME: 7:00a - Noon

EVENT CLOSURE DETAIL: The area in front of Pastrami Joe's Deli will be blocked off for sign up, events and post-race celebrations.

DETOUR DETAIL: Traffic will be diverted to the adjacent local streets.

EVENT DETAIL:

Pastrami Joe's Deli is requesting Jefferson Street between Michigan Avenue and Mansion Street to be closed from 7:00 AM until Noon, for the racers to start and finish. The runners will go north on Jefferson, right on Mansion, take a left on East Drive, slight right onto Hill Road and left at stop sign onto Wooded Lane. They will turn right onto North Drive and cross Marshall Avenue at the 4-way stop. They will loop through the High School teacher lot and head South on Madison, turn right onto Division and left onto Mansion, finally finishing with a right back onto Jefferson.

The 6th Annual Reuben Race is a fundraiser for the Fountain Clinic and Kari Jolink Scholarship Fund. There are other volunteers throughout the course to provide safety and direction for the runners.

COUNCIL NOTIFICATION DATE: January 7, 2019



January 2, 2019

Tom Tarkiewicz
Director of Public Services
City of Marshall

Dear Tom,

I am writing to you in regard to the 6th Annual Reuben Race 10K/5K run and 5K walk for the Fountain Clinic and the Kari Jolink Scholarship Fund, respectively. We are hoping to do the same course for the 5K run and walk as in 2018, which is as follows on Saturday, March 16, 2019.

We are asking for Jefferson Street between Michigan Avenue and Mansion Street to be closed from 7:00 AM until Noon, for the racers to start and finish. The runners will go north on Jefferson, right on Mansion, take a left on East Drive, slight right onto Hill Road and left at stop sign onto Wooded Lane. They will turn right onto North Drive and cross Marshall Avenue at the 4-way stop. They will loop through the High School teacher lot and head South on Madison, turn right onto Division and left onto Mansion, finally finishing with a right back onto Jefferson.

For the 10K portion, they will take a right turn onto Marshall Avenue (17 ½ Mile) and run to (Kesselwood Sub Division) right onto Alto Relievo to Alana Christine with a right onto G Drive North and a left back onto Marshall Avenue. It will rejoin the original 5K course at the 4 way stop at North Drive and turn right and follow the remainder of the above course.

We have bike escorts volunteering from WSI cycling to lead and follow racers along the course as they did last year. We also have hired a timing company to help us with the start and stop of the race, as well as giving each runner an ID race bib that will help identify each participant. In years past, the city has provided police patrol and that is greatly appreciated if available!

Please feel free to call or email me at your convenience if you have any questions.

Sincerely,

Jodi Lubis
Pastrami Joe's Deli
269-788-2879



ADMINISTRATIVE REPORT
January 7, 2019 - CITY COUNCIL MEETING

REPORT TO: Honorable Mayor and City Council

FROM: Tom Tarkiewicz, City Manager

SUBJECT: Councilmember At-large vacancy

BACKGROUND: Section 2.09 of the City Charter states:

Section 2.09, Vacancy Procedure

(a) Vacancies. The office of any council member, including the office of mayor, shall become vacant upon the occurrence of one or more of the following events: (1) for any reason specified by law or for any intentional violation of this charter, (2) the council member's death or adjudication of mental incompetency, (3) the council member's resignation tendered to the council and accepted by the council, (4) the council member's termination of residency within that area from which he or she was nominated as specified in Section 2.01, (5) the council member's absence from four (4) consecutive regular meetings of the council or 25% of all regular meetings in any calendar year unless such absence shall in each case be excused by the council, (6) the council member's conviction of a felony.

(b) Filling of Vacancies. If a vacancy occurs in the city council, except in the office of mayor, the city council shall, at a regular meeting and within sixty (60) days after such vacancy occurs, appoint a person who possesses the qualifications required of holders of said office. This term shall expire on January first of the year following the next regular election. At this election such vacancies shall be filled for the balance of the unexpired term, if any. However, if any such vacancy is not filled within sixty (60) days or if three or more vacancies in the positions of mayor and council members exist simultaneously or are held by appointments, the clerk shall, within ten (10) days, call a special election to be held within one hundred twenty (120) days thereafter to fill such vacancies for the unexpired terms. No vacancies shall be filled in any manner if fewer than ninety (90) days remain in said vacant council term of office.

RECOMMENDATION: It is recommended that the Council appoint a Councilmember At-large to fill the unexpired term ending December 31, 2020.

323 W. Michigan Ave.

Marshall, MI 49068

p 269.781.5183

f 269.781.3835

cityofmarshall.com

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tom Tarkiewicz", written in a cursive style.

Tom Tarkiewicz
City Manager