

**Petoskey District Library Board of Trustees**  
**500 E. Mitchell St, Petoskey**

Thursday, April 24, 2025, 5:00 p.m.

**Call to order**

**Agenda**

**Public Comments:**

**Approval of Minutes:**

Regular Meeting: March 18, 2025

**Approval of Bills:** March 2025

**Treasurer's Report on Financial Statements**

**Reports:**

- ◆ Friends of the Petoskey Library
- ◆ Comments/Questions from Township Representatives
- ◆ Director's Report

**Board Members' Comments:**

**Unfinished Business:**

1. New Student Trustee

**New Business:**

1. New Roof Bids Approval
2. Exit Interview schedule
3. Local History Room Policy Review
4. General Use Policy Review

**Public Comments:**

**Adjournment:**

*The Petoskey District Library will provide necessary, reasonable aids and services, such as signers for the hearing impaired and audiotapes of printed materials, to individuals with disabilities upon a two-week notice.*

**Petoskey District Library  
Board of Trustees Meeting Minutes  
March 18, 2025**

The meeting was called to order at 5 PM by President Kim Block.

**Present:** Kim Block, Ann Ingles, Amy Janssens, Trevor Nelson, and  
Val Meyerson (Library Director)

**Absent:** Laura Dinon and Brady Olson (student)

**Agenda:** The agenda was approved by unanimous consent.

**Public Comments:** None

**Minutes:** The minutes of the February 27, 2025 meeting were approved by unanimous consent.

**Approval of Bills:** Payment of the February 2025 bills was approved by unanimous consent.

**Treasurer's Report on Financial Statements:** Trevor stated that things look good, revenue is exceeding expenses, and there was nothing much different from the last report.

**Reports:**

- Ethel Larsen reported from Friends of the Library that the Cabin Fever Sale in the used bookstore in early March was successful. Several committees are at work making plans for future activities of the organization.
- Comments from township representatives - No comments

**Director's Report:** Val had provided a written report, which included her five official goals for 2025.

She alerted the Board to the recent Executive Order affecting the Institute of Museum and Library Services (IMLS) and federal funding for MelCat, delivery for

interlibrary loans, and a variety of grants, especially to small and rural libraries. Statistics for the Petoskey District Library show that we get about 17,000 items annually from other libraries around the state. Changes in this federal funding could drastically affect the services currently provided locally. Val will keep us apprised of the situation and action that may be taken by MLA and others. Val also reported that the RFP for the new roof is out and Steve has had some appointments with possible bidders. In the meantime some extra roof patching has been done due to impending spring rain.

**Board Members Comments:** Kim thanked Garrett Muir of Bear Creek Township for his very helpful participation on the Strategic Planning Committee. Amy agreed and added that the final product has a very good look.

#### **Unfinished Business:**

- New Student Trustee - Kim distributed information about the program to various staff at Petoskey High School, and Brady has contacted some student clubs. There was discussion about other people who could be contacted and other methods of getting the word out.
- Director Goals - The Board agreed with the Director's goals for 2025 as listed in her report:
  1. Complete the Strategic Planning process
  2. Complete the succession plan for Library Director
  3. Complete the succession plan for Technology Manager
  4. Complete a Patron Usage study
  5. Create a prioritized, with dates and budget, list of tasks to accomplish to adapt our current space to better meet patron needs for the next three years

#### **New Business**

- By-laws Review: After discussion the Board agreed to the following changes to the By-laws:
  1. Article III, Section 2 - Strike the word "annual" from the sentence "The annual meeting schedule will be agreed upon at the regular November meeting," and the phrase "and in the local paper" at the end of Section 2
  2. Remove Article III, Section 4 entirely

\*Moved by Amy and seconded by Trevor to approve the By-laws with the stated changes. The motion passed unanimously.

- Strategic Plan Approval: Val explained that the first two documents of the plan and the learning report will be public facing. The remaining are working documents tracking what actions are being taken and who is undertaking which tasks. Board members noted appreciation for the visual appeal of the Strategic Plan and the clarity of the process.

\*Kim moved and Ann seconded to approve the 2025 - 2030 Strategic Plan as presented. The motion passed unanimously.

- Public Comments: None

Kim adjourned the meeting at 5:49 PM.

Respectfully submitted,  
Ann Ingles, Secretary



## Report Criteria:

Report type: GL detail

Check.Type = {&lt;&gt;} "Adjustment"

[Report].Invoice GL Account (3 Characters) = "271","718"

Check Number	Check Issue Date	Payee	Invoice GL Account Title	Amount
107794	03/05/2025	A-1 Outdoor Maintenance LLC	Contracted Services	2,905.00
107850	03/12/2025	Alex Thomas and Friends LLC	Programming - Children	375.00
107921	03/19/2025	Amazon Capital Services	Books - Adult	155.73
107921	03/19/2025	Amazon Capital Services	Makerspace - Equip & Supplies	195.76
107921	03/19/2025	Amazon Capital Services	Audio Visual - Young Adult	29.95
107921	03/19/2025	Amazon Capital Services	Programming - Adult	20.76
107921	03/19/2025	Amazon Capital Services	Tech. Equipment & Software	14.72-
107921	03/19/2025	Amazon Capital Services	Programming - Children	85.91
107921	03/19/2025	Amazon Capital Services	Programming - Young Adult	53.69
107921	03/19/2025	Amazon Capital Services	Audio Visual - Adult	102.95
107921	03/19/2025	Amazon Capital Services	Makerspace - Equip & Supplies	52.44
107921	03/19/2025	Amazon Capital Services	Books - Adult	26.33
107921	03/19/2025	Amazon Capital Services	Office/Library Supplies	9.69
107853	03/12/2025	Armstrong, Janet Elaine	Contracted Services	660.00
107855	03/12/2025	AT&T	Communications	203.86
107983	03/26/2025	AT&T	Communications	203.86
107856	03/12/2025	Baker & Taylor	Books - Adult	21.08
107856	03/12/2025	Baker & Taylor	Books - Adult	38.44
107923	03/19/2025	Baker & Taylor	Books - Adult	60.14
107923	03/19/2025	Baker & Taylor	Books - Adult	19.84
107923	03/19/2025	Baker & Taylor	Books - Adult	18.60
107857	03/12/2025	Bassett, Susan Jane	Contracted Services	1,080.00
107861	03/12/2025	Centaris	Contracted Services	417.00
107926	03/19/2025	Center Point Large Print	Books - Adult	53.84
107926	03/19/2025	Center Point Large Print	Books - Adult	29.37
107927	03/19/2025	Cintas Corp #729	Building Supplies	71.51
107927	03/19/2025	Cintas Corp #729	Building Supplies	71.51
107927	03/19/2025	Cintas Corp #729	Building Supplies	71.51
107927	03/19/2025	Cintas Corp #729	Building Supplies	28.55
107803	03/05/2025	City Treas. for Utility Bills	Public Utilities	2,635.04
107803	03/05/2025	City Treas. for Utility Bills	Public Utilities	364.56
107863	03/12/2025	Collias-Glaser, Hellene Kay	Contracted Services	720.00
107864	03/12/2025	Dennis Gartland & Niergarth	Professional Services	160.73
107995	03/26/2025	DTE Energy	Heating Fuel	1,931.90
107995	03/26/2025	DTE Energy	Heating Fuel	651.54
107865	03/12/2025	Ducastel, Barbara	Contracted Services	330.00
107866	03/12/2025	Emmet Co. Dept of Public Works	Contracted Services	865.00
107870	03/12/2025	Fisher, Amy	Contracted Services	330.00
107872	03/12/2025	Gale/Cengage Learning Inc.	Books - Adult	34.99
107872	03/12/2025	Gale/Cengage Learning Inc.	Books - Adult	71.98
107872	03/12/2025	Gale/Cengage Learning Inc.	Books - Adult	35.99
107872	03/12/2025	Gale/Cengage Learning Inc.	Books - Adult	98.37
107872	03/12/2025	Gale/Cengage Learning Inc.	Books - Adult	30.39
107872	03/12/2025	Gale/Cengage Learning Inc.	Books - Adult	78.37
107935	03/19/2025	Gale/Cengage Learning Inc.	Audio Visual - Adult	27.99
107935	03/19/2025	Gale/Cengage Learning Inc.	Books - Adult	34.99
107935	03/19/2025	Gale/Cengage Learning Inc.	Books - Adult	74.72
107935	03/19/2025	Gale/Cengage Learning Inc.	Books - Adult	23.39
107935	03/19/2025	Gale/Cengage Learning Inc.	Books - Adult	21.44
107937	03/19/2025	GFL Environmental	Contracted Services	145.00
107873	03/12/2025	GHD Services Inc.	Contracted Services	6,350.40
108005	03/26/2025	Grace A Dow Memorial Library	Miscellaneous	18.51

Check Number	Check Issue Date	Payee	Invoice GL Account Title	Amount
107877	03/12/2025	Hammond, Linda Lawless	Contracted Services	240.00
107878	03/12/2025	Hansen, Carol Margaret	Contracted Services	300.00
107879	03/12/2025	Himebauch, Kelly L	Contracted Services	450.00
108012	03/26/2025	Infogroup - InfoUSA Marketing Inc	Books - Adult	355.00
107943	03/19/2025	Ingram Library Services	Books - Adult	2,425.16
107943	03/19/2025	Ingram Library Services	Books - Young Adult	488.71
107943	03/19/2025	Ingram Library Services	Books-Children's	1,209.27
107944	03/19/2025	Integrity Business Solutions	Office/Library Supplies	65.97
107883	03/12/2025	Jakeway, Patricia	Contracted Services	720.00
108016	03/26/2025	Key Government Finance Inc	Interest Payment	6,036.70
107886	03/12/2025	Lakeshore Learning	Programming - Children	81.60
108020	03/26/2025	Metropolitan Life Insurance Company	Fringe Benefits	395.98
107889	03/12/2025	Meyer Ace Hardware	Building Supplies	31.98
107889	03/12/2025	Meyer Ace Hardware	Building Supplies	13.49
107889	03/12/2025	Meyer Ace Hardware	Building Supplies	37.77
107890	03/12/2025	Michigan Library Association	Training & Travel	25.00
107893	03/12/2025	Midwest Tape LLC	Audio Visual - Adult	207.95
107893	03/12/2025	Midwest Tape LLC	Audio Visual - Adult	39.99
107894	03/12/2025	Mindel, Julie	Contracted Services	240.00
107952	03/19/2025	Mitchell Graphics Inc.	Printing/Advertising/Postage	4,412.52
107898	03/12/2025	Northern Gale Cleaning & Property Mgmt	Contracted Services	1,500.00
107898	03/12/2025	Northern Gale Cleaning & Property Mgmt	Building Supplies	20.00
108022	03/26/2025	Northern Gale Cleaning & Property Mgmt	Contracted Services	1,350.00
108024	03/26/2025	OneAmerica	Fringe Benefits	8.18-
107900	03/12/2025	Oriental Trading Company	Programming - Children	164.58
107956	03/19/2025	Oriental Trading Company	Programming - Children	41.97
108025	03/26/2025	PAC2	Contracted Services	1,260.00
107957	03/19/2025	Peninsula Fiber Network LLC	Communications	89.10
107826	03/05/2025	Petersen, Elisabeth	Programming - Adult	200.00
107902	03/12/2025	Petersen, Elisabeth	Programming - Adult	200.00
107827	03/05/2025	Pillar Designs LLC	Capital Outlay	8,395.00
107905	03/12/2025	Polk, Aaron	Programming - Children	405.00
108027	03/26/2025	Priority Health	Fringe Benefits	8,466.88
107831	03/05/2025	Smith, Christine R.	Programming - Adult	370.00
107911	03/12/2025	Struble, Chris	Training & Travel	150.00
107914	03/12/2025	T-Mobile	Communications	301.05
108035	03/26/2025	Trophy Case, The	Office/Library Supplies	30.00
107973	03/19/2025	Unique Management Services Inc.	Contracted Services	34.95
107975	03/19/2025	Van's Business Machines	Office/Library Supplies	160.14
107918	03/12/2025	Williams, Anthony H	Programming - Adult	300.00
107978	03/19/2025	Wise, Patrick Kelly	Programming - Children	75.00
107978	03/19/2025	Wise, Patrick Kelly	Programming - Adult	75.00
Grand Totals:				63,440.48

## Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
271-000-202.000	22.90	63,463.38-	63,440.48-
271-790-724.000	8,862.86	8.18-	8,854.68
271-790-751.000	265.80	.00	265.80
271-790-752.000	346.32	.00	346.32
271-790-760.000	3,708.16	.00	3,708.16
271-790-760.100	1,209.27	.00	1,209.27

GL Account	Debit	Credit	Proof
271-790-760.200	488.71	.00	488.71
271-790-761.000	378.88	.00	378.88
271-790-761.200	29.95	.00	29.95
271-790-801.000	160.73	.00	160.73
271-790-802.000	19,897.35	.00	19,897.35
271-790-850.000	797.87	.00	797.87
271-790-905.000	4,412.52	.00	4,412.52
271-790-912.000	175.00	.00	175.00
271-790-920.000	2,999.60	.00	2,999.60
271-790-924.000	2,583.44	.00	2,583.44
271-790-955.000	18.51	.00	18.51
271-790-958.000	1,229.06	.00	1,229.06
271-790-958.100	1,165.76	.00	1,165.76
271-790-958.200	53.69	.00	53.69
271-790-964.000	248.20	.00	248.20
271-790-970.000	8,395.00	.00	8,395.00
271-790-986.000	.00	14.72-	14.72-
271-792-992.000	6,036.70	.00	6,036.70
Grand Totals:	63,486.28	63,486.28-	.00

## Report Criteria:

Report type: GL detail

Check.Type = {&lt;&gt;} "Adjustment"

[Report].Invoice GL Account (3 Characters) = "271","718"

## Report Criteria:

Check.Detail.GL account (3 Characters) = "271,718"

Check.Created date = 03/01/2025-03/31/2025

Check Number	Check Issue Date	Name	GL Account	Amount
107919	03/12/2025	Great Lakes Center for the Arts	271790905000	91.25
108044	03/26/2025	Muir, Garrett	271790958100	52.06
Grand Totals:				143.31

**CITY OF PETOSKEY**  
**DETAIL REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 3 MONTHS ENDING MARCH 31, 2025**

**FUND 271 - LIBRARY FUND**

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
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OPERATING REVENUE						
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271-081-402.000	STATE AID	9,331.36	9,331.36	18,500.00	( 9,168.64)	50.44
271-081-403.000	CURRENT PROPERTY TAX	.00	.00	1,056,100.00	( 1,056,100.00)	.00
271-081-405.000	PROPERTY TAX - BEAR CREEK	10,054.81	240,775.52	253,900.00	( 13,124.48)	94.83
271-081-407.000	PROPERTY TAX - RESORT	17,377.46	189,310.10	207,200.00	( 17,889.90)	91.37
271-081-409.000	PROPERTY TAX - LITTLE TRAVERSE	3,375.17	158,446.99	166,400.00	( 7,953.01)	95.22
271-081-411.000	PROPERTY TAX - SPRINGVALE	21,358.26	56,648.15	58,000.00	( 1,351.85)	97.67
271-081-445.000	PENALTIES & INTEREST	73.00	163.71	3,000.00	( 2,836.29)	5.46
271-081-566.000	GRANTS	30,500.00	44,662.00	22,800.00	21,862.00	195.89
271-081-657.000	PENAL FINES	.00	.00	60,000.00	( 60,000.00)	.00
271-081-658.000	REIMBURSEMENTS	.00	.00	6,500.00	( 6,500.00)	.00
271-081-687.000	PAID CARDS	310.00	835.00	3,000.00	( 2,165.00)	27.83
271-081-692.000	COPIES	283.95	1,860.70	4,000.00	( 2,139.30)	46.52
271-081-694.000	BOOK SALE	1,433.66	3,070.39	12,000.00	( 8,929.61)	25.59
271-081-695.000	CONTRACTED WAGES	.00	.00	12,000.00	( 12,000.00)	.00
271-081-696.000	MERCHANDISE SALES	45.00	333.00	500.00	( 167.00)	66.60
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TOTAL OPERATING REVENUE		94,142.67	705,436.92	1,883,900.00	( 1,178,463.08)	37.45
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NON-OPERATING REVENUE						
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271-082-664.000	INTEREST INCOME	249.71	1,718.78	12,000.00	( 10,281.22)	14.32
271-082-682.000	OTHER	333.26	1,358.28	4,000.00	( 2,641.72)	33.96
271-082-684.000	BUILDING RENT	150.00	1,775.00	8,000.00	( 6,225.00)	22.19
271-082-696.000	DONATIONS	380.00	4,212.20	40,000.00	( 35,787.80)	10.53
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TOTAL NON-OPERATING REVENUE		1,112.97	9,064.26	64,000.00	( 54,935.74)	14.16
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TOTAL FUND REVENUE		95,255.64	714,501.18	1,947,900.00	( 1,233,398.82)	36.68
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**CITY OF PETOSKEY**  
**DETAIL EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 3 MONTHS ENDING MARCH 31, 2025**

**FUND 271 - LIBRARY FUND**

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
	LIBRARY					
271-790-702.000	SALARIES & WAGES - FULL-TIME	37,574.00	108,986.17	498,500.00	389,513.83	21.86
271-790-704.000	SALARIES & WAGES - PART-TIME	18,060.44	51,931.76	264,100.00	212,168.24	19.66
271-790-724.000	FRINGE BENEFITS	14,512.27	61,045.34	236,400.00	175,354.66	25.82
271-790-751.000	OFFICE/LIBRARY SUPPLIES	199.83	1,918.87	10,000.00	8,081.13	19.19
271-790-752.000	BUILDING SUPPLIES	294.34	1,673.44	7,000.00	5,326.56	23.91
271-790-760.000	BOOKS - ADULT	3,298.55	7,956.61	45,000.00	37,043.39	17.68
271-790-760.100	BOOKS-CHILDREN'S	1,209.27	4,593.27	25,000.00	20,406.73	18.37
271-790-760.200	BOOKS - YOUNG ADULT	488.71	920.75	5,500.00	4,579.25	16.74
271-790-760.400	PERIODICALS	35.00	198.00	9,000.00	8,802.00	2.20
271-790-761.000	AUDIO VISUAL - ADULT	130.94	1,567.12	11,000.00	9,432.88	14.25
271-790-761.100	AUDIO VISUAL - CHILDREN	.00	294.14	1,500.00	1,205.86	19.61
271-790-761.200	AUDIO VISUAL - YOUNG ADULT	29.95	235.36	600.00	364.64	39.23
271-790-762.000	ELECTRONIC MATERIALS	486.62	31,131.81	51,500.00	20,368.19	60.45
271-790-762.100	DATA BASES	.00	1,625.20	7,000.00	5,374.80	23.22
271-790-801.000	PROFESSIONAL SERVICES	160.73	341.33	3,000.00	2,658.67	11.38
271-790-802.000	CONTRACTED SERVICES	3,486.66	32,542.78	124,700.00	92,157.22	26.10
271-790-850.000	COMMUNICATIONS	496.82	1,484.91	8,100.00	6,615.09	18.33
271-790-880.000	COMMUNITY OUTREACH	70.00	562.00	3,000.00	2,438.00	18.73
271-790-885.000	DONATION EXPENSE	.00	.00	3,000.00	3,000.00	.00
271-790-887.000	BANK CHARGES	62.22	144.50	500.00	355.50	28.90
271-790-905.000	PRINTING/ADVERTISING/POSTAGE	4,584.72	8,816.37	45,000.00	36,183.63	19.59
271-790-912.000	TRAINING & TRAVEL	574.19	1,462.87	11,000.00	9,537.13	13.30
271-790-915.000	MEMBERSHIPS & DUES	.00	350.00	2,400.00	2,050.00	14.58
271-790-920.000	PUBLIC UTILITIES	.00	5,367.18	32,000.00	26,632.82	16.77
271-790-924.000	HEATING FUEL	2,583.44	8,640.51	17,500.00	8,859.49	49.37
271-790-930.000	BUILDING REPAIR & MAINTENANCE	.00	3,427.86	55,000.00	51,572.14	6.23
271-790-931.000	EQUIPMENT REPAIR & MAINTENANCE	.00	85.00	10,400.00	10,315.00	.82
271-790-937.000	INSURANCE & BONDS	.00	.00	12,000.00	12,000.00	.00
271-790-955.000	MISCELLANEOUS	928.51	1,509.46	3,000.00	1,490.54	50.32
271-790-958.000	PROGRAMMING - CHILDREN	1,052.64	2,996.44	8,500.00	5,503.56	35.25
271-790-958.100	PROGRAMMING - ADULT	447.82	1,664.71	15,000.00	13,335.29	11.10
271-790-958.200	PROGRAMMING - YOUNG ADULT	53.69	325.07	2,500.00	2,174.93	13.00
271-790-964.000	MAKERSPACE - EQUIP & SUPPLIES	248.20	592.09	3,500.00	2,907.91	16.92
271-790-970.000	CAPITAL OUTLAY	.00	16,790.00	45,000.00	28,210.00	37.31
271-790-985.000	EQUIPMENT	.00	.00	5,000.00	5,000.00	.00
271-790-986.000	TECH. EQUIPMENT & SOFTWARE	( 14.72)	( 14.72)	32,500.00	32,514.72	( .05)
271-790-995.000	ADMINISTRATIVE FEES	.00	.00	7,200.00	7,200.00	.00
	TOTAL LIBRARY	91,054.84	361,166.20	1,621,900.00	1,260,733.80	22.27

**CITY OF PETOSKEY**  
DETAIL EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 3 MONTHS ENDING MARCH 31, 2025

**FUND 271 - LIBRARY FUND**

		PERIOD ACTUAL	YTD ACTUAL	BUDGET AMOUNT	VARIANCE	% OF BUDGET
<u>BOND DEBT REQUIREMENT</u>						
271-792-991.000	PRINCIPAL PAYMENT	.00	.00	255,000.00	255,000.00	.00
271-792-992.000	INTEREST PAYMENT	6,036.70	6,036.70	12,100.00	6,063.30	49.89
271-792-993.000	PAYING AGENT FEES	.00	.00	300.00	300.00	.00
TOTAL BOND DEBT REQUIREMENT		6,036.70	6,036.70	267,400.00	261,363.30	2.26
TOTAL FUND EXPENDITURES		97,091.54	367,202.90	1,889,300.00	1,522,097.10	19.44
NET REVENUES OVER EXPENDITURES		( 1,835.90)	347,298.28	58,600.00	288,698.28	592.66

# CITY OF PETOSKEY

BALANCE SHEET  
MARCH 31, 2025

## FUND 271 - LIBRARY FUND

### ASSETS

271-000-001.000	CASH	73,118.77	
271-000-001.700	CASH - FIFTH THIRD LIBRARY	733,968.06	
271-010-004.000	WORKING FUND - LIBRARY	175.00	
271-010-020.000	TAXES RECEIVABLE - CURRENT	23,860.71	
271-010-026.000	TAXES RECEIVABLE - DELINQUENT	6,031.29	
	TOTAL ASSETS		837,153.83

### LIABILITIES AND EQUITY

#### LIABILITIES

271-040-253.000	ACCRUED INTEREST	3,018.00	
271-040-260.000	ACCRUED FRINGE BENEFITS	2,610.32	
271-040-292.001	DEFERRED G/L ON REFUNDING	2,730.00	
	TOTAL LIABILITIES		8,358.32

#### FUND EQUITY

271-000-390.000	FUND BALANCE	208,497.23	
271-000-395.000	FUND BALANCE - RESERVED	273,000.00	
	REVENUE OVER EXPENDITURES - YTD	347,298.28	
	TOTAL FUND EQUITY		828,795.51
	TOTAL LIABILITIES AND EQUITY		837,153.83



## **Petoskey District Library**

Director's Report: April 2025

### **Val's Update:**

- The Post-Pandemic Public Library (PPPL) Cohort is officially completed. I presented on outreach services here in Petoskey and heard from ten other libraries on different happenings throughout the state. The one tidbit I received from the day was about the ability for library districts to bond for upgrades.
- I was interviewed by Brianna Edgar from [WCMU](#) about the recent closure of the IMLS.
- The library hosted Rep Fairbairn and Sen Damoose for coffee hours. Much of the conversation and questions were around the storm and receiving funding to help the efforts. People were able to ask a few questions about how the state can assist here.
- I attended the movie premier of Banned Together. It was hosted at the NCMC Library and followed by a discussion. The movie was about a group of high school kids that fought against book bans at their school. It can be streamed on Kanopy.
- The management team met and we are beginning to prioritize our action plan. We reviewed all the items on our list and put them in priority order, along with assigning a staff member in charge. We are working price estimates for each item to help provide budgeting guidance.
- At the all staff meeting, we discussed the Ice Storm and our response. We debriefed a bit on how we can improve communication and our community response.

### **Adult & Circ Department**

- We partnered in an Earth Day promotion with [Neighborhood Forest](#) to provide free trees for kids. We will have 135 White Birch trees delivered for kids to pick up and plant.
- Roku sticks are now available for check out from the Library of Things. They are very easy to use and work well. The services we now have available include: Netflix, Hulu, Max, AppleTV, Disney+, Paramount, BritBox, ESPN, AcornTV

### **Facility**

- Carpets and upholstery will be cleaned on April 19 so take a look when you come in for the meeting.
- Windows are next. The company that normally turns on our outdoor spigots has been busy with yard cleanup from the storm. As soon as they can get here and turn on the water, the windows will be cleaned.

### **Youth Department:**

- 82 people attended our Allergan Free Easter Egg Hunt. While this was a smaller number than previous years, we were happy with the attendance as this was right after the ice storm.
- The NCMC Play Group is still going strong with many families attending regularly.
- The youth room was very busy over spring break. Lots of families coming in to play and be with each other during school closure time.

## Technology

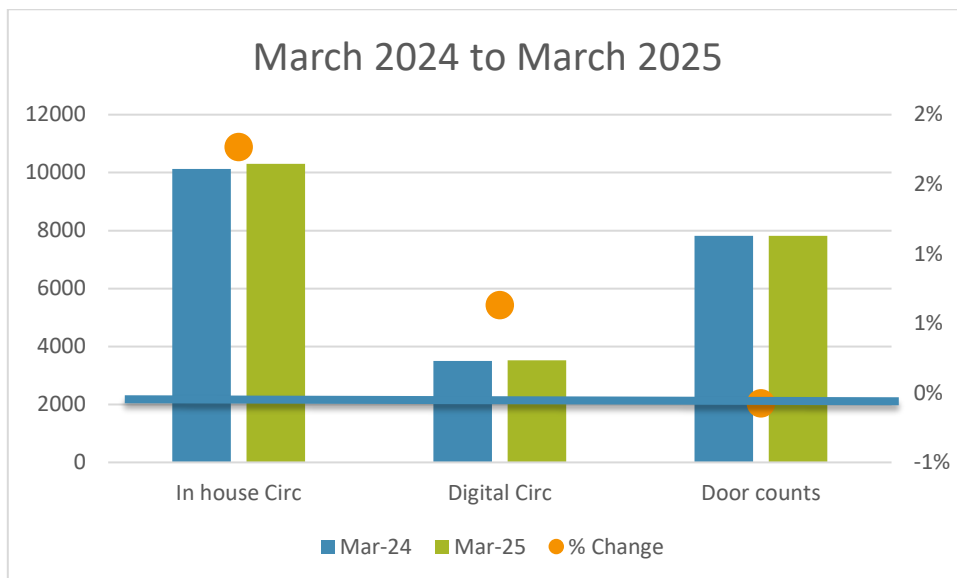
- New iPad catalogs are in the works. Our current catalogs are old and in need of an update. They are pretty regularly not able to communicate with our servers and patrons have a hard time finding what they need.

## Recent Patron Comments

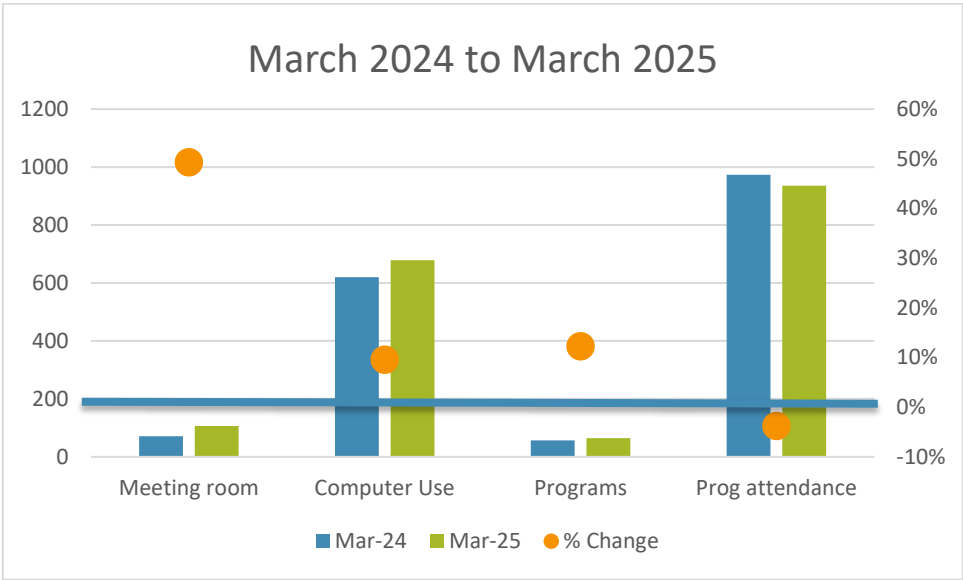
- March 16, 2025  
A big thank you shout out to Mary on the second floor for helping me today in the Big Conference Room. I had three 6th graders from Charlevoix interview me about the 1971 B-52 Crash and Mary made it possible!  
Rick
- March 19, 2025  
The Petoskey Library is a fantastic resource for our community. We are super impressed with the programming and resources available. In addition, your thoughtful communications relating to your efforts are superb. Thanks to the entire team. Jim and Sue
- March 29, 2025  
Upon learning the library was fully staffed today amid the most dire weather warnings I can recall seeing, ever, I was immediately reminded of that timeless saying: 'Give me library or give me death.'  
Tim

## Service Statistics

Even with two closure days, door counts remained even and circulation was up a bit.



Program attendance per program dropped in March, from 20 to 17. This is a bit misleading though, as last year we did not have the PAWS program in March. We host this program weekly, and typically have 2 kids come to read. This brings our average down – if I remove those numbers from our calculation, our averages remain the same.





Megan Goedge  
Spring Institute 2025

### Wednesday, April 9

#### Welcome Reception at the Frankenmuth James E. Wickson District Library

The Frankenmuth Library is a great spot and I took lots of pictures for ideas. They have great meeting room space and an adorable and functional children's room.

### Thursday, April 10

#### Opening Keynote with Gary Schmidt - 'To Watch the Woods Fill Up with Snow': The Promises We Keep as People of the Book

Gary's keynote was lovely and reminded us to continue to get stories and books into kids' hands. His explanation and anecdote about poetry was beautiful and hit home that everyone could read the same words, but we don't all read it the same way. He read some hilarious letters from kid fans which brought a lighthearted start to the conference. He shared the best quote from *Charlotte's Web*, "...manure and the glory of everything." Indeed!

#### Library Arcade: Building & Strengthening Communities with Retro Games

Retro videogames can: help libraries meet people where they are (60% of Americans play videogames), tap into nostalgia for parents and caregivers, connect kids and caregivers over a shared interest

*Action item:* Try this! Ask the community for their vintage game systems or buy some secondhand.

#### Toy Libraries: Broaden the Playing Field for All Ages, All Abilities

The Cuyahoga County Public Library has *very impressive* libraries with a lot of cool stuff and designs and themes from well-known illustrators. They've had a toy library for many years and it's taken pretty seriously. Sue Kirschner, the presenter, shared ways to use toys with folks who might be experiencing memory loss as well as ways to use toys with kids.

[https://discover.cuyahogalibrary.org/?browseCategory=ADM\\_toys](https://discover.cuyahogalibrary.org/?browseCategory=ADM_toys)

*Action item:* Update the toys in the children's department and maybe how they're stored. Buy special items for circulation separate from the toys included in the Baby Bundles.



### **Aged Out of Storytime... Now What? Programming for Ages 5-8**

One presenter shared the 'trends' of programming and how ages 5-8 have been overlooked over the years. She started an early reader book club to address that gap. The other programs in that library to fill that gap are History Makers and a Tinker Club and STEM Storytime. Those programs appeal to those ages while tapping into different interests.

*Action item:* I've wanted to try a history program and now have eight ideas. A jumping off point is picture book biographies.

### **Friday, April 11**

#### **First Grade Round Up: Getting Kids Stoked on the Library for Over 30 Years**

Nichole from Canton Public Library shared how she does First Grade visits to the library step by step and it's really remarkable. They make sure every student gets a library card before their visit so they can check out one book to take home.

*Action item:* Reinvest in and reinvigorate our First Grade First Visits and get those kids library cards before they visit!

#### **Camp MADL: Camp Inspired Stations to Create a Great Program for Kids**

Muskegon Area Library brought this camp themed program to all of their branches. It included several stations and axe throwing to boot! They wanted the feel of summer camp and their ideas were really great, but not difficult to replicate. They made a giant list of ideas for activities that wouldn't fill an hour program and it worked out perfectly for this event.

*Action item:* I want to try this with a different theme. I always have ideas of five minute things and could combine them for an entire event.



### Out-of-the-Box Collection Development Strategies

The presenter ran down a list of how to add to the collection outside of review journals. Some ways were diversity audits, reverse diversity audits, not-mainstream awards and lists, patron requests, not-mainstream publishers, museums and cultural institutions, local museums, bookstores, and regular stores that sell books.

*Action item:* A reverse diversity audit and checking on museums and cultural institutions are a must! Also, an excuse to visit McLean & Eakin more often to see what they're promoting.

### The three other keynotes

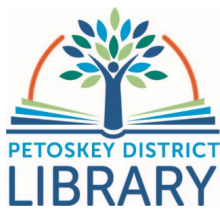
All four keynotes brought their own flavor to the conference with a connected sentiment of keep doing this for the kids, keep the faith, find the joy, and just keep going. Aisha Saeed had the best keynote and shared personal stories and anecdotes. It's so heartening that We Need Diverse Books is still going strong, and that it got started at all, thanks to her.

### Frankenmuth Library:

These glass panel meeting rooms could be a great alternative to building new meeting rooms. The children's department circulates popular character stuffies with a book.







### **Student Trustee Recruitment Process**

- March 1: Application packet is sent to school Social Studies and English departments to disseminate to their students. Two applications will be provided for each teacher.  
Application deadline – the Thursday prior to spring break.
- March 1: Announcement & application posted to: social media and website; community foundation youth advisory council; city council youth advisory council; teen board
- April 15: Board President, Teen Librarian, Director review applications. They complete the rubric and recommend two candidates for interviews.
- May 1-15: Two candidates (subject to change) will be interviewed by two board members and the current student trustee, who will prepare a recommendation to the board.
- Board will review and vote at the May meeting.
- Student's first meeting is June.
- Board member will hold an exit interview with the outgoing student trustee sometime in April.



4/15/2025

[illegible]

**Petoskey District Library Roofing Bid Rubric**

4/15/2025

Name	Comments	Totals	Ranking
Lake Effect	Spent considerable time reviewing our roof w/ staff	<b>16.0</b>	<b>2</b>
NBMV - MB Roofing	Met w/ City; Spent considerable time reviewing our roof w/ staff; clearly addressed patron access concerns; <b>30 year warranty</b> on workmanship	<b>12.0</b>	<b>1</b>
Herbert Roofing	didn't meet with staff	<b>20.0</b>	<b>5</b>
CR3	mostly homes, one church; Last minute, brief review w/ staff	<b>18.5</b>	<b>3</b>
ASAP Roofing Inc	Last minute, brief review w/ staff	<b>18.0</b>	<b>4</b>

1. Sam Sapp Vice president of  
ASAP Roofing Inc. Family Owned  
Roofing Company Providing Quality  
Roof To Northern MI Since 1990.  
located in Gaylord MI @ 217 North Court  
Ave

2. ASAR Roofing Inc Est 1990
3. 38-353 - 9777
4. N/A
5. Corporation
6. Michigan
7. Sherri Sapp, Samuel Sapp, Sydney Sapp
8. 217 North Court, Gaylord MI 49735
9. Hampton Inn (Petoskey) 127 SQ Reshingle  
South Plaza (Gaylord Sapp Mall) 140 SQ Reshingle  
DNR Garage (Fredric) 108 SQ Reshingle  
Winter Sports Park (Petoskey) 60 SQ Standing Seam

### References -

Dale Smith - 1-586-764-1599  
Gary Saks - 1-989-390-9100  
Jim Jeffers - 1-989-390-0481  
Kendall - 1-616-915-2372

# ESTIMATE

## Prepared For



Petoskey District Library  
500 E Mitchell Street Petoskey, Mi  
(231) 758-3100

## ASAP Roofing Inc

217 North Court Ave  
Gaylord, Michigan 49735  
Phone: (989) 705-2125  
Email: mrroofasap@gmail.com  
Web: asaproofinginc.com

Estimate # 69

Date 04/10/2025

## Description

## Total

Re-Shingle	\$65,800.00
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Removal and disposal of, flashing, snow diverter, and old shingles, replace any rotten decking (tounge and groove). Install ice and water to code, down all valleys and under all flashing, with synthetic felt installed on remainder of building. Install new 30 year shingles on entire building with ridgevent and cap to finish.

<b>Subtotal</b>	<b>\$65,800.00</b>
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<b>Total</b>	<b>\$65,800.00</b>
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# ESTIMATE

## Prepared For

Petoskey District Library  
500 E Mitchell Street Petoskey, Mi  
(231) 758-3100



## ASAP Roofing Inc

217 North Court Ave  
Gaylord, Michigan 49735  
Phone: (989) 705-2125  
Email: mrroofasap@gmail.com  
Web: asaproofinginc.com

Estimate # 70

Date 04/10/2025

## Description

## Total

### Re-Shingle

\$65,800.00

Removal and disposal of, flashing, snow diverter, and old shingles, replace any rotten decking (tounge and groove). Install ice and water to code, down all valleys and under all flashing, with synthetic felt installed on remainder of building. Install new 30 year shingles on entire building with ridgevent and cap to finish.

### TPO

\$4,000.00

Install 60m tpo under entire catwalk section, and above supports 4ft, ensuring a one piece system that will be heat welded ensuring water tight eliminating and snow or ice damns being able to travel back words.

## Subtotal

\$69,800.00

## Total

\$69,800.00

## Notes:

ALTERNATE

Alternate



# Failed Pipe Flashings are the **#1 Roof Leak!**



Many pipe flashings look like these,  
even newer homes should be inspected.

## The Solution is The Ultimate Pipe Flashing®



Made from ultra-pure silicone, just like sand it's made from silica and is 100% stable in the sun.

*\*Silicone is virtually unaffected by weather - rain, snow, humidity, ozone or the sun's damaging ultraviolet (UV) rays\**

### Most of all, it's about the patented design.

- The PVC compression collar makes for an extremely watertight seal.
- The large Kynar® galv. plate allows for a truly proper install.
- Designed for thermal movement and flat to very steep roofs.
- Also available in marine grade 316L stainless steel for extreme coastal environments.
- All LHfettime Tool® products are guaranteed watertight for the life of your roof.



## Structure | Good: Malarkey Vista

\$104,913.58

Designed in the popular architectural style, and made with our industry-leading NEX® Rubberized Asphalt, Vista® AR (algae-resistant) shingles deliver excellent all-weather resilience, a Class 4 hail impact rating, and include granules that help clean the air of emission pollutants.

Malarkey Vista

### Malarkey Architectural Shingles

Pipeboots - 4n1

Plastic Cap Nails - 3000ct

SBS Base Sheet

SBS Cap Sheet

Large Chimney Flashing Install

Metal Valleys

Permits/Alleyway City Fees

### Removal of Flashing

Removal of Flashing - Rain / Snow Diverter

Removal and Replacement of Tongue & Groove Sheathing where necessary

Installation of Flashing

Installation of Flashing - Rain / Snow Diverter

Installation of ice & Water Barrier

Installation of Roofing Felt - Synthetic Underlayment

Installation of New Roof Shingles

Installation of New Roof Shingles - Continuous ridge vent shingle-over style

Small Equipment Rental

Option Total: \$104,913.58



## Structure | Better: Malarkey Legacy

\$115,349.18

Designed in the popular architectural style, and made with our industry-leading NEX® Rubberized Asphalt, Legacy® shingles deliver superior all-weather resilience, a Class 4 hail impact rating, and include granules that help clean the air of emission pollutants.

Malarkey Legacy

### Malarkey Architectural Shingles

Pipeboots - 4n1

Plastic Cap Nails - 3000ct

SBS Base Sheet

SBS Cap Sheet

Large Chimney Flashing Install

Metal Valleys

Permits/Alleyway City Fees

### Removal of Flashing

Removal of Flashing - Rain / Snow Diverter

Removal and Replacement of Tongue & Groove Sheathing where necessary

Installation of Flashing

Installation of Flashing - Rain / Snow Diverter

Installation of ice & Water Barrier

Installation of Roofing Felt - Synthetic Underlayment

Installation of New Roof Shingles

Installation of New Roof Shingles - Continuous ridge vent shingle-over style

Small Equipment Rental

Option Total: \$115,349.18

# Signature Page

## ☐ Structure

### Options Please Choose One

- |  |              |
|--|--------------|
| <input type="checkbox"/> Good: Malarkey Vista    | \$104,913.58 |
| <input type="checkbox"/> Better: Malarkey Legacy | \$115,349.18 |

### Add-ons Choose Any Number

- |   |            |
|---|------------|
| <input type="checkbox"/> Lifetime Pipe Boots  | \$1,636.40 |
| <input type="checkbox"/> Standard Warranty    | \$0.00     |
| <input type="checkbox"/> Emerald Pro Warranty | \$1,891.50 |

## ☐ Roof Replacement

### Options Please Choose One

- |  |              |
|--|--------------|
| <input type="checkbox"/> Good: CertainTeed Landmark Option | \$100,699.72 |
|--|--------------|

### Add-ons Choose Any Number

- |  |            |
|--|------------|
| <input type="checkbox"/> Lifetime Pipe Flashings               | \$1,636.40 |
| <input type="checkbox"/> 3 - Star Warranty (Please Select One) | \$181.80   |
| <input type="checkbox"/> 5 - Star Warranty (Please Select One) | \$363.60   |

## Summary

### Customer

**Name:** Steven (Facilities Manager) Solomon

### Project

**Name** Petoskey Library Steven Solomon (Facilities Manager)

**Number** #1062

**Street:** 500 East Mitchell Road

**City:** Petoskey **State:** MI **Zip:** 49770

### Subtotal:

### Total:

- Deposit (33%):
- Balance:

## Authorization

By signing this document, you confirm that you have read and agree to all Terms & Conditions, in addition to the option and/or upgrades selected above.

**Signer**

**Signature**

**Date**

Steven (Facilities  
Manager) Solomon

**Drip Edge Color**

**Trim Coil Color**

**Shingle Color**

**Notes/Comments**



# Terms & Conditions

## TERMS AND CONDITIONS

**THIS CONTRACT**("Contract"), effective as of the date of the last party to sign below, is between CR3 American Exteriors , a MI State corporation having an address at 8869 M-32 Elmira MI 49730 . ("CR3") and Steven (Facilities Manager) Solomon , having an address at 500 East Mitchell Road Owner is entitled to receive a completely filled-in copy of this contract, signed by both Owner and CR3, before any work may be started.

**\*Optional notice-** required only if the homeowner has borrowed or is borrowing money to finance the home improvement project: This contract creates a mortgage or lien against your property to secure payment and may cause a loss of your property if you fail to pay the agreed amount. You have the right to consult an attorney. You have the right to rescind this contract at any time prior to midnight of the fifth business day, or midnight of the seventh business day if you are at least sixty-five years old, after the date you sign it by notifying the contractor in writing that you are rescinding the contract.

Initials of Owner(s): Initial: \_\_\_\_\_

For valuable consideration the parties hereby agree as follows:

- 1. SCOPE OF WORK:**The work to be performed by CR3, including a listing of the specified materials to be used, is described on Exhibit A attached to this Contract.
- 2. WORK SITE:**The Project shall be constructed on the property of Owner located at 500 East Mitchell Road and more particularly described as Steven (Facilities Manager) Solomon (hereafter "the Work Site"). Owner hereby authorizes CR3 to commence and complete the usual and customary excavation and grading on the Work Site as may be required in the judgment of the CR3 to complete the Project. Unless called for in the drawings or specifications, no landscaping, finish grading, filling or excavation is to be performed at the Work Site by the CR3.
- 3. TIME OF COMPLETION:**CR3 shall commence the work to be performed under this Contract within a reasonable time from the execution of this agreement. CR3 shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, acts of God, illness, injury, or general unavailability of materials.
- 4. CR3'S RIGHT TO CANCEL:**In the event that CR3 determines that this Contract cannot be performed as intended by the parties due, for example, to incorrect pricing, unforeseen structural defects, or pre-existing conditions in Owner's property upon further investigation and inspection of Owner's property or any other legitimate reasons as determined by CR3, CR3 may cancel this Contract within thirty (30) days of its execution, notify Owner(s) of such cancellation in writing, and return all monies paid by Owner(s).



**5. DELAYED START OF WORK:**In the event that CR3 is prevented from commencing its work for a period of more than thirty (30) days after the execution of this Contract or delayed in the performance of its work, through no fault of CR3, the contract sum shall be adjusted by Change Order in the event of a significant price increase of materials. A change in price of an item of material shall be considered significant when the price of the item increases five percent (5%) between the date of the execution of the Contract and the date that the materials are furnished by CR3

**6. PERMITS:**CR3 shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government, the cost thereof shall be paid by the Owner.

**7. INSURANCE:**CR3 shall maintain general liability, and workers compensation insurance in such amounts as determined by CR3 in its sole discretion. At the Owner's request, CR3 shall furnish the Owner with a certificate of insurance.

**8. SURVEY AND TITLE:**If the Project is near the Owner's property boundary, Owner will point out property lines to the CR3. If the Owner or CR3 has any doubt about the location of the property lines, Owner shall provide CR3 with boundary stakes through a licensed surveyor. In addition, Owner shall provide CR3 documentation that Owner has title to the Work Site and shall provide CR3 copies of any covenants, conditions, or restrictions that affect the Work Site.

**9. CHANGES TO SCOPE OF WORK:**Owner may make changes to the scope of the work, including changes to the drawings and specifications, from time to time during the construction of the Project. However, any such change or modification shall only be made by written "Change Order" signed by both parties. Such Change Orders shall become part of this Contract. Owner agrees to pay any increase in the cost of the Project as a result of a Change Order prior to the commencement of the work. In the event the cost of a Change Order is not known at the time a Change Order is executed, CR3 shall estimate the cost thereof and Owner shall pay the actual cost whether or not it is in excess of the estimated cost. In the event that the estimated cost exceeds the actual cost, CR3 shall remit the difference in payment within then (10) business days of the completion of the work.

**10. CONTRACT PRICE:** [FIXED FEE] Owner agrees to pay CR3 the sum of the project per the agreement attached for performing services set forth in the scope of the work. CR3 shall be paid as follows:

**Project draw schedule:**If project is a single trade, we require 1/3 down, 1/3 at material drop, 1/3 upon completion and satisfaction.

If project is multiple trades, we require 1/3 of the contract price and each trade will be billed in full upon completion of that trade.

A contractor cannot accept more than 1/3 of the contract price as a deposit and may not accept any payment until the contract is signed. If payment will be made by monthly payments, the total number of Owner agrees to tender to CR3 all insurance payments received from the Owner's insurance company for work performed by CR3 within five (5) days of Owner's receipt. Owner further agrees and acknowledges



that Owner's compliance with this paragraph is a material inducement for CR3 to enter into this Contract. Owner's failure to comply with this paragraph shall constitute a material breach by Owner of this Contract. CR3 may seek specific performance and shall be entitled to reasonable attorney fees and costs which it may incur in bringing any such action. In addition, the Owner agrees that the actual damages for the breach of this provision are not readily ascertainable, if not impossible or impractical, at any time to determine. Accordingly, CR3 shall be entitled to receive liquidated damages in the amount of \$50.00 per day until Owner complies. CR3 shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.

**11. LATE PAYMENT/DEFAULT:**A failure to make payment for a period in excess of ten (10) days from the due date shall be deemed a material breach of this Contract. If payment is not made when due, Contractor may suspend work on the job until such time as all payments due have been made without breach of the Contract pending payment or resolution of any dispute. Owner agrees to pay a late charge of 1% of all payments that are more than ten (10) days late plus interest at the rate of 1% per month.

**12. PREVIOUS CODE VIOLATIONS OR NON-COMPLIANCE:**CR3 does not assume any responsibility for the property meeting local building, zoning, electric, plumbing, or other governmental codes, ordinances, regulations, and/or homeowner association code requirements or any violations thereof that may exist upon the execution of the Contract. It shall be the sole responsibility of the Owner to correct such violations at the Owner's expense, unless CR3 agrees to perform such work and a Change Order is executed to the scope of work by Owner and CR3.

**13. VANDALISM & THEFT:**CR3 shall not be responsible for theft or vandalism which may occur at the property during the time frame CR3 is engaged in completing the Project which is not as a result of the actions of CR3, its employees and/or subcontractors.

**14. HIDDEN DEFECTS:**The contract sum shall not include contingencies for hidden or unknown conditions which may be encountered at the site after the work is commenced, such as, by way of illustration and example, concealed pipes, rotting or decay, relocation of underground utilities, or inability to use existing water or water pipes. Should rock or other hard material be discovered in footings or in any excavation, such as fence post holes, which requires the use of extraordinary means, such as blasting or drilling equipment, to remove the same, it shall be the Owner's responsibility to pay for the extra costs in connection therewith.

**15. VARIATIONS IN MATERIALS:**Owner agrees and acknowledges that slight variations in color, texture or size of certain materials utilized in the work (including, but not limited to, shingles, ceramic tile, wood panels, paint, etc.) or any variances from similar materials shown by sample shall not constitute a defect in materials or workmanship or constitute non-compliance with this Contract.

**16. MOLD EXCLUSION:**Moisture that has entered into the Property may result in the existence, development or growth of mold, mildew, fungi or other similar microbial conditions (collectively "Mold"). CR3 has no experience, expertise, or information regarding Mold or the detection of Mold. No warranty or representation of any kind, express or implied, regarding the presence of Mold is made by CR3. CR3 and Owner hereby agree that CR3, its officers, directors, members, consultants, agents, employees,



subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable shall not be responsible for any property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value and adverse health effects resulting from the existence, development or growth of Mold either prior to, during or after performance of the Work. Owner hereby releases CR3, its officers, directors, members, consultants, agents, employees, subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable, from any and all claims, penalties, actions, liabilities, costs, expenses and damages Owner, Owner's family members, employees, tenants, Property occupants, or any third party may have as a result of the existence, development or growth of Mold, and shall defend, indemnify and hold harmless CR3, its officers, directors, members, consultants, agents, employees, subcontractors or anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable for all claims, penalties, actions, liabilities, costs, expenses and damages that may arise by virtue of the existence, development or growth of Mold either prior to, during or after the performance of the Work. Owner further agrees and acknowledges that CR3 would not have entered into this Contract without the Owner's agreement to this provision.

**17. LEAD, ASBESTOS, PCPS AND OTHER HAZARDOUS BUILDING MATERIALS:**The Owner shall provide CR3 with written notice of any hazardous building materials at the Owner's Property of which the Owner has knowledge prior to CR3's commencement of its work. CR3 shall only be required to commence its work after the Owner has rendered the material or substance harmless in accordance with all Federal, State and local laws, ordinances and regulations. In the event that CR3, during the course of the performance of its work, encounters hazardous materials at the Owner's Property, CR3 shall, upon recognizing the condition, immediately stop its work in the affected area and promptly report in writing the condition to the Owner. When the material or substance has been rendered harmless by the Owner in accordance with all Federal, State and local laws, ordinances and regulations, CR3 shall resume its work upon written agreement of the Owner and CR3. CR3 shall be entitled to a reasonable extension for the time to complete its work. To the fullest extent permitted by law, Owner shall indemnify and hold harmless CR3, its subcontractors and agents and employees from and against claims, damages, losses and expenses, including, but not limited to, reasonable attorney fees, arising out of or resulting from performance of the work in the affected area if the material or substance presents the risk of or causes bodily injury, sickness, disease, death and/or any other cause of action.

**18. LIMITATION OF LIABILITY:**IN NO EVENT SHALL CR3 BE LIABLE FOR ANY COMPENSATORY DAMAGES OR OTHER DAMAGES WHICH ARISE FROM THIS CONTRACT OR THE WORK PERFORMED, IN AN AMOUNT THAT EXCEEDS THE AMOUNT OF FUNDS PAID BY THE OWNER TO CR3, REGARDLESS OF WHETHER SUCH FAILURE WAS CAUSED BY THE NEGLIGENT ACTS OR BREACH OF CONTRACT OF CR3 OR ANY OTHER PARTY FOR WHOM IT IS RESPONSIBLE. IN ADDITION, CR3 SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ARISING FROM LOSS OF USE, LOSS OF PROFITS, AND/OR INCIDENTAL DAMAGES.

**19. CR3 NOT LIABLE:**CR3 shall not be liable for any defects which are characteristic to the particular Work or materials such as cracks, nail pops, splits, shrinkage or warping of wood or lumber and damage



to items in Owner's Property. Due to the nature of the Work, damages to the Property sometimes occur. CR3 also assumes no liability for damages to existing landscaping, trees, or shrubs.

**20. CURE PERIOD:**In the event that Owner maintains that CR3 is in default of the terms and conditions of this Agreement, the Owner shall provide CR3 with of such defect and allow fifteen (15) days written notice to cure or diligently commence to cure said default and, only if CR3 fails to do so, may the Owner be entitled to pursue against CR3 its legal or equitable remedies subject to the restrictions set forth herein.

**21. DESTRUCTION AND DAMAGE:**If the Project is destroyed or damaged for any reason, except where such destruction or damage was caused to the extent of the negligence of CR3 or its subcontractors, Owner shall pay CR3 for any additional work done by CR3 in rebuilding or restoring the Project to its condition prior to such destruction or damage. If the estimated cost of replacing work already accomplished by CR3 exceeds 20 percent of the Contract price, either CR3 or Owner may terminate this Contract. Upon termination by either party, CR3 shall be excused from further performance under this Contract and Owner shall pay CR3 a percentage of the Contract price in proportion to the amount of work accomplished prior to the destruction or damage.

**22. ASSIGNMENT:**Neither party may assign this Contract, or payments due under the Contract, without the other party's written consent. Any such assignment shall be void and of no effect.

**23. INTERPRETATION:**(a) Interpretation of Documents. The Contract, drawings, and specifications are intended to supplement one another. In the event of a conflict, the specifications shall control the drawings, and the Contract shall control both. If work is displayed on the drawings but not called for in the specifications, or if the work is called for in the specifications but not displayed on the drawings, CR3 shall be required to perform the work as though it were called for and displayed in both documents. (b) Entire Agreement. This Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed under this Contract exists between the parties. This Contract may only be modified only by a written agreement signed by both parties. (c) Severability. If any provision, paragraph, or subparagraph of this Contract is adjudged by any court to be void or unenforceable in whole or in part, this adjudication shall not affect the validity of the remaining terms of this Contract. Each provision of this Contract is severable from every other provision, and constitutes a separate and distinct covenant. (d) No Waiver. No modification or waiver of any of the terms of this Contract shall be valid unless made in writing and signed by the parties. The decision to enforce any one or more of the provisions herein shall not constitute a waiver or breach under any other provision contained herein. (e) Successors and Assigns. This Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their heirs, personal representatives, successors and permitted assigns. (f) Governing Law. This Contract shall be interpreted and governed in accordance with the laws of the State of MI .

**24. CHOICE OF LAW:**All claims, disputes and other matters arising out of, or relating to this Agreement, or the breach thereof, which is in an amount of \$7,500.00 or less shall be submitted to a court of law and venue shall be in Elmira MI . All claims, disputes and other matters arising out of, or relating to this Agreement, or the breach thereof in an amount greater than \$7,500.00 shall be submitted to arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association. Any



demand for arbitration shall be made within a reasonable time after the dispute or matter in question has arisen, and, in no event, shall any such demand be made after the date when institution of legal or equitable proceedings based on such dispute or matter would be barred by the applicable statute of limitations. The arbitration shall take place in Elmira MI. The award rendered by the arbitrators shall be final and may be entered in accordance with applicable law in any court having jurisdiction thereof. In the event that CR3 is the prevailing party, CR3 shall be entitled to any cost incurred and/or reasonable attorney fees.

**25. ATTORNEYS' FEES AND COSTS:**In the event that CR3 brings a cause of action against the Owner or the Owner's account is turned over to an attorney for collection, whether or not suit is filed, arising from or relating to this Contract, and CR3 is the prevailing party in such proceedings, CR3 shall be entitled to recover reasonable actual attorney fees and court costs.

**26. PERFORMANCE:**(a) CR3 may, at its discretion, engage licensed subcontractors to perform work pursuant this Contract provided CR3 shall remain fully responsible for the proper completion of the Project. (b) All work shall be completed in a workman-like manner and in compliance with all building codes and applicable laws. To the extent required by law, all work shall be performed by individuals duly licensed and authorized by law to perform said work. (c) CR3 agrees to remove all debris and leave the premises in broom clean condition.

**27. WARRANTY:**Shingles guaranteed under manufacturer's warranty (see manufacturer warranty details). CR3's warranty shall be limited to defects in workmanship within the scope of work performed by CR3 and which arise and become known within One year(s) from the date hereof. CR3 agrees to repair any roofing leaks under normally anticipated weather conditions. Ice damming is not a normally anticipated condition. Damage done to the roof system through no fault of the CR3 are not warranted by CR3. All said defects arising after One year(s) and defects in material are not warranted by CR3. CR3 hereby assigns to Owner all warranties on materials as provided by the manufacturer of such materials. CR3 shall not be liable for gutter backup, or ponding of water, or improper drainage due to incorrect sloping of existing roof structure problems that could cause sagging or unevenness in existing roof deck. CR3 assumes no responsibility/liability for pre-existing skylights not replaced at the time of roof installation. CR3's warranty is subject to the Owner's compliance in full with the terms of this Contract, including its payment terms. Any equipment or accessories not manufactured by CR3 are not warranted by CR3. CR3 makes no warranty, express or implied, as to such equipment or accessories. Damage caused by neglect, improper maintenance, or damage to CR3's work by others, is specifically excluded from the warranty.

**28. TEMPORARY UTILITIES:**Owner shall permit CR3 to use utility services, including water, electric power, heating and cooling, without charge, as required to complete the Work. CR3 shall provide all required connections to these services in a safe manner and in accord with applicable codes. CR3 shall ensure that utility services furnished by Owner are not wasted. Before Final Completion, CR3 will remove all temporary connections and return the existing water, electric, heating and cooling systems to a condition at least as serviceable as prior to the Effective Date. Use by CR3 of water and electricity provided by Owner constitutes a release by CR3 of all Claims and of all liability to Owner for damages which may result from power and water outages or voltage variations.

**All supplements approved by insurance carrier are to be paid directly to CR3 American Exteriors**

**\* CR3 will order enough materials to complete the project. Any leftover materials are CR3's to return or stock \***

**Customers Initials: Initial: \_\_\_\_\_**



# CR3 American Exteriors

Lucas Esford

231-262-6328 • [lesford@cr3america.com](mailto:lesford@cr3america.com)

8869 M-32 Elmira, MI 49730

## REFERENCES

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First Congressional Church  
Charlevoix, Michigan  
Leader of Trustees  
William Wadland • 517-862-6505  
John Hess • 231-675-2961

Scott Weston  
Homeowner  
231-838-1717

Brad Licata  
Homeowner  
734-968-7397

Cindy Lyle  
Homeowner  
231-373-0932

Julie Rickert  
Homeowner  
616-915-0559

Barrett Construction  
Lenny Barrette  
231-420-1221





# **Proposal for Roof Replacement at Petoskey District Library**

## **Submitted by:**

Herbert Roofing & Insulation, Inc.

965 W. Conway Road

Harbor Springs, MI 49740

Tax Id: 38-2689733

Phone: 231-244-8557

## **Introduction**

Herbert Roofing is pleased to submit this proposal for the replacement of the roof at the Petoskey District Library, 500 E Mitchell Street, Petoskey, MI. With 52 years of experience in the roofing industry, we specialize in delivering high-quality, durable, and cost-effective roofing solutions tailored to meet our clients' needs. Our company has successfully completed numerous projects similar in scope and complexity, ensuring longevity and safety in every installation.

## **Scope of Work**

The scope of work includes the complete removal and replacement of the existing roof system, ensuring compliance with all local building codes and safety regulations. Specific tasks include:

- Removal & replacement of all flashings
- Removal & reinstallation of rain/snow diverter
- Removal & disposal of all existing roofing shingles
- Installation of ice & water leak barrier – 2 courses on all eave edges and 1 course at roof to wall joints, valleys and around penetrations
- Installation of synthetic roofing felt
- Installation of new architectural shingles (GAF – Timberline HDZ)
- Installation of new damper vents and pipe flashings
- Installation of ridge vent and cap shingles

## **Project Timeline**

The estimated timeline for project completion is 1-2 weeks, subject to weather conditions and material availability. A detailed project schedule will be provided upon award of contract.

## **Similar Projects Completed**

Below are some of the notable roofing projects we have successfully completed in the local area:

1. LTBB of Odawa Indians – Harbor Springs - 2023 - \$141,882

2. Alanson Center LLC (Subway Plaza) – Alanson – 2024 - \$78,000
3. University of Michigan Biological Station – Pellston – 2024 - \$81,075

### **Cost Estimate**

The estimated total cost for the roof replacement is **\$85,600.00**, which includes all materials, labor, permits, and disposal fees.


### **Terms and Conditions**

- Payment terms: Payment in full upon completion
- Warranty: 40 year manufacture defect; 5 year workmanship
- Project approval and scheduling require a signed agreement and initial deposit.

### **Conclusion**

Herbert Roofing appreciates the opportunity to propose our services for this roof replacement project. We are committed to delivering superior workmanship, timely execution, and customer satisfaction. Please do not hesitate to contact us should you have any questions or require further information.

#### **Authorized Signature:**



Ann Wenglikowski

Director of Sales & Marketing

[ann@herbertroofing.com](mailto:ann@herbertroofing.com)



## Lake Effect Restoration

2493 McDougal Rd  
Petoskey, MI 49770  
License No. 262100185

Insured: Petoskey Public Library  
Property: 500 E. Mitchell St.  
Petoskey, MI 49770

Contractor: Travis Wiltjer  
Company: Lake Effect Restoration  
Business: 2493 McDougal Rd  
Petoskey, MI 49770

Business: (231) 883-4183  
E-mail: admin@lakeeffectrestoration.com

### Claim Number:

### Policy Number:

### Type of Loss:

Date of Loss:  
Date Inspected:

Date Received:  
Date Entered: 12/7/2024 1:14 PM

Price List: MITC8X\_DEC24  
Restoration/Service/Remodel  
Estimate: 2024-12-07-1314-1

Please consider the following:

1. This estimate contains no allowance for the review of ordinance and law, with exception to permits for a re-roof. During the course of work we may find that this commercial building has a pre-existing condition that could require upgrades to meet current building standards and codes. This will require us to obtain permits from your local building jurisdiction, which in turn will cause delays to our normal work schedule.

2. Costs which were unknown at this time remain "OPEN".  
Prior to work starting it is not possible to tell if some will be restorable or if there is concealed damage. Mechanical trade bids (ie: plumbing, electric & heating and cooling) are often not possible to bid before demolition is complete. "OPEN" items and additional costs addressing concealed damage, CODE upgrades or other necessary work related to the restoration of your damaged property will be presented upon discovery and added to the contract amount.

3. Scope May Change:  
Our opinion as to the building damage assumes a specific scope and methodology of repairs. Any deviation in scope, methods or conditions, may have a reciprocal effect on this opinion. If this should occur, we reserve the right to review such changes and modify our opinion accordingly.

4. Licensing, insurance and bonding:  
Lake Effect Restoration will provide all necessary documents prior to work beginning.  
The accuracy of the assessment is limited to what we were able to inspect visually. This estimate and scope of work represents our professional opinion to restore the property to pre-loss condition.

This estimates assumes that the work will be contracted in its entirety. Deletions or additions to the scope of this estimate may result in changes to the pricing within the remaining line items. This estimate reflects a tax-exempt status.





## Lake Effect Restoration

2493 McDougal Rd  
Petoskey, MI 49770  
License No. 262100185

2024-12-07-1314-1

2024-12-07-1314-1

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Safety Barricade/warning sign/traffic cones	4.00 EA	0.00	52.50	0.00	210.00
2. Parking Meters	4.00 EA	0.00	50.00	0.00	200.00
Four meters, five days					
3. Right-of-way Permit	1.00 EA	0.00	50.00	0.00	50.00
Right away Permit					
4. Permits & Fees	1.00 EA	0.00	90.00	0.00	90.00
Re-roof permit					
5. Telehandler/forklift (per week) - no operator	1.00 WK	0.00	1,366.16	0.00	1,366.16
This item did not previously exist or expands the scope of repairs, but is required by current building codes. The code upgrade cost is payable when incurred, subject to limits.					
This item expands the scope of repairs, but may not be required. The code upgrade cost is payable when incurred, subject to limits.					
OPEN. MAY OR MAY NOT BE NEEDED					
One week estimated					
6. Crane and operator - 30-ton capacity	8.00 HR	0.00	220.00	0.00	1,760.00
This item did not previously exist or expands the scope of repairs, but is required by current building codes. The code upgrade cost is payable when incurred, subject to limits.					
This item expands the scope of repairs, but may not be required. The code upgrade cost is payable when incurred, subject to limits.					
OPEN. MAY OR MAY NOT BE NEEDED					
1/2 day for catwalk and A/C removal, 1/2 day for re-installation					
7. Dumpster load - Approx. 30 yards, 5-7 tons of debris	4.00 EA	899.74	0.00	0.00	3,598.96
Total: 2024-12-07-1314-1					
				0.00	4,148.96

### Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
8. Carpenter - Mechanic - per hour	64.00 HR	0.00	86.06	0.00	5,507.84
This item did not previously exist or expands the scope of repairs, but is required by current building codes. The code upgrade cost is payable when incurred, subject to limits.					
This item expands the scope of repairs, but may not be required. The code upgrade cost is payable when incurred, subject to limits.					
OPEN. MAY OR MAY NOT BE NEEDED					
4 men 1 day to disassemble and remove catwalk by crane					
4 men 1 day to re-install catwalk					
OPEN. MAY OR MAY NOT BE NEEDED					
9. Central air - condenser unit - Detach & reset	13.00 EA	0.00	652.53	0.00	8,482.89

2024-12-07-1314-1

4/10/2025

Page: 2





## Lake Effect Restoration

2493 McDougal Rd  
Petoskey, MI 49770  
License No. 262100185

### CONTINUED - Roof

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
This item did not previously exist or expands the scope of repairs, but is required by current building codes. The code upgrade cost is payable when incurred, subject to limits.					
This item expands the scope of repairs, but may not be required. The code upgrade cost is payable when incurred, subject to limits.					
OPEN. MAY OR MAY NOT BE NEEDED					
OPEN					
10. Remove Flashing - rain/snow diverter	178.00 EA	13.81	0.00	0.00	2,458.18
11. Tear off composition shingles (no haul off)	124.00 SQ	58.69	0.00	0.00	7,277.56
12. Remove Additional charge for steep roof - 7/12 to 9/12 slope	124.00 SQ	21.87	0.00	0.00	2,711.88
13. Remove Additional charge for high roof (2 stories or greater)	124.00 SQ	8.26	0.00	0.00	1,024.24
14. Drip edge	654.00 LF	0.00	4.02	0.00	2,629.08
15. Flashing - pipe jack	4.00 EA	0.00	75.36	0.00	301.44
16. Flashing - pipe jack - 6"	13.00 EA	0.00	96.36	0.00	1,252.68
17. Flashing - pipe jack - 8"	1.00 EA	0.00	111.68	0.00	111.68
18. Exhaust cap - through roof - 6" to 8"	5.00 EA	0.00	149.92	0.00	749.60
19. R&R Sheathing - spaced 1" x 6"	100.00 SF	0.74	6.21	0.00	695.00
OPEN - Final calculated once shingles are removed.					
20. Chimney flashing - large (32" x 60")	2.00 EA	0.00	870.29	0.00	1,740.58
21. Ice & water barrier	2,844.00 SF	0.00	2.61	0.00	7,422.84
22. Roofing felt - synthetic underlayment	95.50 SQ	0.00	69.33	0.00	6,621.02
23. Laminated - comp. shingle rfg. - w/out felt	130.33 SQ	0.00	398.91	0.00	51,989.94
24. Additional charge for high roof (2 stories or greater)	124.00 SQ	0.00	32.08	0.00	3,977.92
25. Additional charge for steep roof - 7/12 to 9/12 slope	124.00 SQ	0.00	72.64	0.00	9,007.36
26. Continuous ridge vent - shingle-over style	270.00 LF	0.00	14.51	0.00	3,917.70
27. Hip / Ridge cap - Standard profile - composition shingles	324.00 LF	0.00	8.20	0.00	2,656.80
28. Install Flashing - rain/snow diverter	178.00 EA	0.00	48.13	0.00	8,567.14
Totals: Roof				0.00	115,112.64
Line Item Totals: 2024-12-07-1314-1				0.00	119,261.60



## Lake Effect Restoration

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2493 McDougal Rd  
Petoskey, MI 49770  
License No. 262100185

Coverage	Item Total	%	ACV Total	%
Building	119,261.60	100.00%	119,261.60	100.00%
Building - Code Upgrade	0.00	0.00%	0.00	0.00%
Other Structures	0.00	0.00%	0.00	0.00%
Contents	0.00	0.00%	0.00	0.00%
Total	119,261.60	100.00%	119,261.60	100.00%



**Lake Effect Restoration**

2493 McDougal Rd  
Petoskey, MI 49770  
License No. 262100185

**Summary for Building**

Line Item Total	119,261.60
Replacement Cost Value	\$119,261.60
Net Claim	\$119,261.60



**Lake Effect Restoration**

2493 McDougal Rd  
Petoskey, MI 49770  
License No. 262100185

**Summary for Building - Code Upgrade**

Line Item Total	0.00
Replacement Cost Value	\$0.00
Net Claim	\$0.00

**Building - Code Upgrade Paid When Incurred**

Line Item Total	17,116.89
Replacement Cost Value	\$17,116.89
Total Paid When Incurred	\$17,116.89
Net Claim	\$0.00
Net Claim if Additional Amounts are Recovered	\$17,116.89



## Lake Effect Restoration

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2493 McDougal Rd  
Petoskey, MI 49770  
License No. 262100185

### Recap of Taxes



## Lake Effect Restoration

2493 McDougal Rd  
Petoskey, MI 49770  
License No. 262100185

### Recap by Room

<b>Estimate: 2024-12-07-1314-1</b>			<b>4,148.96</b>	<b>3.48%</b>
Coverage: Building	100.00% =		4,148.96	
<b>Roof</b>			<b>115,112.64</b>	<b>96.52%</b>
Coverage: Building	100.00% =		115,112.64	
<hr/>			<hr/>	
<b>Subtotal of Areas</b>			<b>119,261.60</b>	<b>100.00%</b>
Coverage: Building	100.00% =		119,261.60	
<hr/>			<hr/>	
<b>Total</b>			<b>119,261.60</b>	<b>100.00%</b>





## Lake Effect Restoration

2493 McDougal Rd  
Petoskey, MI 49770  
License No. 262100185

### Recap by Category

Items			Total	%
<b>GENERAL DEMOLITION</b>			<b>17,144.82</b>	<b>14.38%</b>
Coverage: Building	@	100.00% =	17,144.82	
<b>PERMITS AND FEES</b>			<b>90.00</b>	<b>0.08%</b>
Coverage: Building	@	100.00% =	90.00	
<b>ROOFING</b>			<b>101,566.78</b>	<b>85.16%</b>
Coverage: Building	@	100.00% =	101,566.78	
<b>TEMPORARY REPAIRS</b>			<b>460.00</b>	<b>0.39%</b>
Coverage: Building	@	100.00% =	460.00	
<b>Subtotal</b>			<b>119,261.60</b>	<b>100.00%</b>

### REFERENCE:

Matt Buza  
Northland Self-Storage  
231-373-4173

Garrett Boursaw  
Consult GMB  
231-342-7696

Derrick Brown  
Brown Motors  
231-881-1609

### REPRESENTATIONS AND CERTIFICATIONS :

Lake Effect Restoration, LLC  
EST. 2020  
86-1439057  
Incorporated in Michigan  
Officers: Travis Wiltjer, Adam Peplinski  
2493 McDougal RD, Petoskey, MI 49770  
Commercial Projects Completed: Crooked Tree Arts Center / McDonalds / Emmanuel Episcopal Church / United Methodist Church / Castle Farms / Pine View Cottage



## Petoskey District Library | Roof

APR 09, 2025



**NBM Ventures, LLC**

**Residential & Commercial**

**NBMV.Construction@gmail.com**  
**231.838.0598**

**Project #Petoskey District Library**



## **PETOSKEY DISTRICT LIBRARY**

**ssolomon@petoskeylibrary.org**  
**231.758.3116**

**500 East Mitchell Street**  
**Petoskey, Michigan**  
**49770**



# INTRODUCTION

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## **Petoskey District Library,**

Thank you for considering NBM Ventures for the roof replacement of the Petoskey District Library. We appreciate the opportunity and have prepared the following service proposal featuring Malarkey Roofing Products for your consideration.

### **What's Included in Your Proposal:**

- **Job-site Safety Compliance:** Full adherence to City of Petoskey approved safety protocols for the premises will be maintained throughout the duration of the project. A dedicated on-site safety officer will be present at all times to monitor and enforce safety standards, ensuring both the well-being of all workers and the general public. Additionally, the safety officer will serve as a point of contact for any safety-related concerns and will work to support streamlined and efficient operations.
- **Removal and Disposal:** Safe and responsible removal of old roofing materials. (excluding cupola and lead-coated copper features)
- **RFP-Based Execution:** Comprehensive roof installation by MBRoofing PLLC, carried out in accordance with the specifications outlined in the Petoskey District Library's official RFP.
- **Comprehensive Cleanup:** Thorough worksite cleanup, ensuring no debris or hazards are left behind.
- **Gutter Care:** Inspection and cleaning of your existing gutter system.
- **Quality Assurance:** A detailed review of all work by our in-house quality control team and MBRoofing Quality Control Officer.
- **Workmanship Guarantee:** MBRoofing 30-Year Workmanship Warranty.
- **Manufacturer Coverage:** Malarkey Roofing Products Emerald Premium Warranty.

### **Why Choose NBM Ventures & MBRoofing?**

- A strong track record in delivering large-scale commercial steep-slope roofing solutions.
- Experienced and familiar with the logistical requirements of working in downtown Petoskey.
- Open communication with AT&T Petoskey Central Office building maintenance personnel.
- Fully licensed, insured, and compliant with local requirements.
- Covered by workers' compensation and liability insurance.
- Dedicated to exceeding your expectations and earning a five-star review!

If you have any questions, concerns, or if there's a need to discuss budget accommodations, don't hesitate to reach out. We're here to provide the best value for your roofing needs.

Thank you for consideration. We look forward to working with you!

**-The NBMV Team**

# REPRESENTATIONS & CERTIFICATIONS - NBM VENTURES

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## General Contractor Information:

**Business Name:** NBM Ventures, LLC  
**Business Address:** 3110 Leeward Drive, Petoskey, Michigan 49770  
**Primary Contact:** Nathaniel Moffett | President  
**Phone:** (231) 758-8004  
**Email:** NBMV.Construction@gmail.com  
**Website:** www.nbmventures.com

NBM Ventures, LLC is a Petoskey-based construction company **established in 2016**. The business is legally organized as a **Limited Liability Company (LLC)** and **incorporated in the State of Michigan**. Federal and Michigan Tax Identification Number is **81-3590471**.

NBM Ventures, LLC is solely owned and operated by Nathaniel Moffett, who serves as the President of the company. Our shop office is situated in between Petoskey & Harbor Springs, at 2043 M119, Petoskey, Michigan 49770

## Completed Projects & References:

**Business Name:** Petoskey District Library  
**Business Address:** 500 East Mitchell Street, Petoskey, Michigan 49770  
**Primary Contact:** Steve Solomon | Facilities Manager  
**Phone:** (231) 758-3100  
**Email:** ssolomon@petoskey.us

**Description of Work:** A variety of interior and exterior remodeling projects, including painting, trim installation, general maintenance, and upgrades.

**Business Name:** Meyer Ace Hardware  
**Business Address:** 421 East Mitchell Street, Petoskey, Michigan 49770  
**Primary Contact:** Matthew Meyer | Owner  
**Phone:** (517) 980-0133  
**Email:** mdmeyer@meyerace.com

**Description of Work:** Restoration of the storefront windows with new interior and exterior finishes to replicate the original historical style and detailing.

**Business Name:** August  
**Business Address:** 222 Park Avenue, Petoskey, Michigan 49770  
**Primary Contact:** Jenna Zerbo | Owner  
**Phone:** (248) 240-3206  
**Email:** Jenna@augustshop.us

**Description of Work:** Interior demolition and renovation of floor plan and finishes to accommodate the client's retail requirements.

# REPRESENTATIONS & CERTIFICATIONS - MBROOFING

## Primary Roofing Contractor Information:

**Business Name:** MBRoofing, PLLC

**Business Address:** 446 Creekside Drive, Petoskey, Michigan 49770

**Primary Contact:** Matthew Bell | President

**Phone:** (231) 881-4070 ext. 1001

**Email:** matt@mbroofingpllc.com

**Website:** www.MBRoofingPLLC.com

MBRoofing PLLC is a Petoskey-based roofing company **established in 2017**. The business is legally organized as a **Limited Liability Company (LLC)** and **incorporated in the State of Michigan**. Federal and Michigan Tax Identification Number is **82-3990666**.

MBRoofing is solely owned and operated by Matthew Bell, who serves as the President of the company. MBRoofing headquarters and showroom are located at 446 Creekside Drive, Petoskey, Michigan 49770.

## Completed Projects & References:

**Business Name:** Castle Farms

**Business Address:** 5052 M-66, Charlevoix, Michigan 49720

**Primary Contact:** Kristin Frazho | General Manager

**Phone:** (231) 237-0884 ext. 249

**Email:** kfrazho@castlefarms.com

**Description of Work:** Complete asphalt shingle roof replacement of the "Knights Castle," including steep slope work and historical architecture preservation.

**Business Name:** Harbor Village Apartments

**Business Address:** 1301 Crestview Drive, Petoskey, Michigan 49770

**Primary Contact:** Jeff Werth | Owner/Member – Werth Development

**Phone:** (989) 942-0335

**Email:** jeff@werth.net

**Description of Work:** Complete asphalt shingle roof replacement across all residential and senior apartment buildings within the Harbor Village complex. Project was executed with careful attention to occupancy safety and uninterrupted access for all residents throughout the duration of the work.

**Business Name:** CCE Central Dispatch Authority

**Business Address:** 1694 U.S. 131 Highway, Petoskey, Michigan 49770

**Primary Contact:** Pamela Woodbury | Executive Director

**Phone:** (231) 347-3911 ext. 3303

**Email:** pwoodbury@cce911.com

**Description of Work:** Complete asphalt shingle roof replacement for the main dispatch center and supporting communication buildings, requiring sensitive scheduling around 24/7 operations.



# **MALARKEY: HIGHLANDER NEX AR**

## **Description**

### **Labor Charges**

	<b>Qty</b>	<b>Unit price</b>	<b>Line total</b>
Install Malarkey: Highlander NEX AR - Polymer Modified Asphalt Shingle Roofing System & All Quoted Accessories	115.69	\$279.00	\$32,277.51
Remove Existing Roofing Shingles & Accessories	115.69	\$229.00	\$26,493.01
MIOSHA Safety & Accessibility Charge: Multi Story Roofing	115.69	\$149.00	\$17,237.81
MIOSHA Safety & Accessibility Charge: 9/12 Roof Pitch	20.46	\$89.00	\$1,820.94
<b>Section Total</b>			<b>\$77,829.27</b>

## **Description**

### **Material Charges**

	<b>Qty</b>	<b>Unit price</b>	<b>Line total</b>
Malarkey: Highlander NEX AR - Polymer Modified Asphalt Shingles	128	\$140.78	\$18,019.84
Malarkey: RidgeFlex 12" - Hip/Ridge Cap Shingles	11	\$92.04	\$1,012.44
Malarkey: Smart Start - Starter Shingles	6	\$83.19	\$499.14
Malarkey: Arctic Seal - Ice & Water Shield Underlayment	17	\$130.98	\$2,226.66
Malarkey: Secure Start Plus - Synthetic Felt Underlayment	10	\$149.86	\$1,498.60
AirVent: ShingleVent II - 12" Filtered Ridge Vent	75	\$13.57	\$1,017.75
Jensen: 1.5" Galvanized Steel Perimeter Flashing - Drip Edge	66	\$12.51	\$825.66
National Nail: 1.25" Coiled Roofing Nails - Shingle Fasteners	9	\$44.01	\$396.09
Stinger: 1" Cap Nail Pac - Underlayment Fasteners	6	\$72.59	\$435.54
24GA 4"x4" Color Match Galvanized Steel Pre-Bent Apron Flashing - Headwall Flashing	3	\$44.37	\$133.11
24GA 4"x4"x8" Color Match Galvanized Steel Pre-Bent Flashing - Wall Step Flashing	200	\$3.79	\$758.00
Lucas: #771 Plastic Roof Cement - Valley & Flashing Roof Cement	5	\$40.99	\$204.95
Lucas: #9600 Joint & Termination Sealant - Flashing & Fastener Sealant	12	\$9.57	\$114.84

Oatey: 3-4" High-Rise Vinyl Soil Pipe Flashing w/ Lifetime Collar - Pipe Boot Flashing	21	\$18.62	\$391.02
Broan: #634 3-1/4"-10" Steel Roof Cap - Damper Vent	2	\$51.62	\$103.24

**Section Total** **\$27,636.88**

Description	Qty	Unit price	Line total
<b>Other Charges</b>			
Site Safety & Logistics Allowance: Includes Temporary Fencing, Scaffolding, Occupant Protection Measures, Traffic cones, Safety Signage & Waste Management Services Necessary To Ensure A Secure & Compliant Jobsite Environment.	1	\$13,500.00	\$13,500.00
Safety Oversight Allowance: Includes A Dedicated On-Site Safety Officer Present For The Full Duration Of The Project To Ensure Continuous Compliance With Safety Regulations, Support Efficient Operations & Maintain A Safe Environment For Workers And The Public.	1	\$5,500.00	\$5,500.00
Emmet County Waste Transfer Station: Waste Transportation & Dump Fees	115.69	\$30.00	\$3,470.70
Emmet County Building Department: Commercial Building Permit	1	\$880.04	\$880.04
Roofing Material Supplier Delivery Charge (Two Mobilizations)	2	\$85.00	\$170.00

**Section Total** **\$23,520.74**

Description	Qty	Unit price	Line total
<b>Advantages</b>			
Warranty Period - Lifetime (50-year Right Start Period)			
Impact Rating - Class 3			
Streak Resistant AR Algae Warranty - 10 Years			
Enhanced Wind Warranty - 130mph			

**Quote subtotal** **\$128,986.89**

**Total** **\$128,986.89**

Designed in the popular architectural style, and made with Malarkey's industry-leading NEX Rubberized Asphalt, Highlander NEX AR (algae resistant) shingles deliver all-weather resilience, a Class 3 hail impact rating, and include granules that reduce algae streaks and help clean the air of emission pollutants.



## MALARKEY: VISTA AR

Includes Everything From Malarkey: Highlander NEX AR Quote Except Malarkey: Highlander NEX AR Shingles \$128,986.89

Description	Qty	Unit price	Line total
<b>Upgrade Option 1.</b>			
Install Malarkey: Vista AR - Polymer Modified Asphalt Shingles In Lieu Of Malarkey: Highlander NEX AR Shingles	128	\$22.72	\$2,908.16
<b>Section Total</b>			<b>\$2,908.16</b>

Description	Qty	Unit price	Line total
<b>Additional Advantages</b>			
25% Greater Tear Strength			
Impact Rating - Class 4			
Streak Resistant AR Algae Warranty - 15 Years			

**Quote subtotal** \$131,895.05

**Total** \$131,895.05

Vista AR (algae resistant) shingles are made with Malarkey's industry-leading NEX Polymer Modified (Rubberized) Asphalt, an innovative technology that uses rubber polymers to strengthen and rubberize the asphalt core of the shingle for superior all-weather resilience, durability, and impact resistance. Vista AR shingles are also sustainable. They include upcycled polymers from used tires and plastic bags, and smog-reducing granules that help clean the air.



# MALARKEY: LEGACY SCOTCHGARD

Includes Everything From Malarkey: Highlander NEX AR Quote Except Malarkey: Highlander NEX AR Shingles \$128,986.89

Description	Qty	Unit price	Line total
<b>Upgrade Option 2.</b>			
Install Malarkey: Legacy Scotchgard - Polymer Modified Asphalt Shingles In Lieu Of Malarkey: Highlander NEX AR Shingles	128	\$60.23	\$7,709.44
<b>Section Total</b>			<b>\$7,709.44</b>

Description	Qty	Unit price	Line total
<b>Additional Advantages</b>			
Algae Warranty - Limited Lifetime Scotchgard Warranty			
Superior Granular Retention			
35% Greater Tear Strength			

**Quote subtotal** \$136,696.33

**Total** \$136,696.33

Up to 50% more adhesive bonds than standard shingles. Twice the rain seals of standard shingles. Up to 2X larger nailing area than standard shingles. Up to 50% longer backing shim than standard shingles. Up to 35% greater tear strength than industry standard shingles. Up to 65% greater granule adhesion than industry standard shingles. Class 4 hail impact rating (highest rating possible). Class A fire rating (highest rating possible). Each average roof diverts the equivalent of 6 rubber tires 4000 plastic bags from landfills. Limited lifetime shingle warranty. 50 year non-prorated period. Up to 130 mph wind warranty. Scotchgard Limited lifetime algae warranty.

What more could you ask for!

# AUTHORIZATION

- ☐ Malarkey: Highlander NEX AR
- ☐ Malarkey: Vista AR
- ☐ Malarkey: Legacy Scotchgard

\$128,986.89  
\$131,895.05  
\$136,696.33

**Project:** Petoskey District Library  
**Name:** Petoskey District Library  
**Address:** 500 East Mitchell Street, Petoskey, Michigan

Estimates valid for 30 days from date of estimate / A 50% deposit is required before any project begins

## Optional Upgrades:

Description	Qty	Unit price	Line total
<input type="checkbox"/> Valley Upgrade: Install 24GA 24" Color Match Steel "V" Flashing - Open Metal Valley Flashing In Lieu Of Closed Cut Shingle Valley	21	\$106.16	\$2,229.36
<input type="checkbox"/> Ice & Water Shield Upgrade: Install Titanium: PSU-30: Ice & Water Shield In Lieu Of Malarkey: Arctic Seal Ice & Water Shield	17	\$22.04	\$374.68
<input type="checkbox"/> Underlayment Upgrade: Install Secure Start Permeable - Breathable Roof Deck Protection In Lieu Of Secure Start Plus - Synthetic Felt Underlayment	10	\$143.26	\$1,432.60

## Customer Comments / Notes

## My Product Selections

Preferred Roof Color

Preferred Metal Flashing Color (Drip Edge)

Preferred Metal Flashing Color (Valley)

Petoskey District Library:

Date:

The provided pricing is firm within 30 days of the quote date. Firm pricing is contingent upon all materials being purchased and delivered to job site or location of MBRoofing and Recipients mutual designation. Due to the volatility of price and supply in the domestic markets, we cannot hold price for longer periods of time. For delivery after 30 days an escalation may apply. Contact your MBRoofing Sales Representative to discuss specific escalation requirements. MBRoofing reserves the right to re-quote any project with an expired quote date and any project with signed quote where materials have not been invoiced, purchased and stored within 30 days of the quote date.

By signing this form I agree to and confirm the following: I certify that I am the registered owner of the above project property, or have the legal permission to authorize the work as stated. I agree to pay the total project price as quoted and understand there may be additional costs contingent upon unknown issues that may arise upon starting the project. (See "Change Orders")



# ROOFING SERVICES AGREEMENT

This Roofing Services Agreement ("Agreement") is by and between: NBM Ventures, LLC ("NBMV") 446 Creekside Drive, Petoskey, Michigan 49770 and Petoskey District Library ("Customer") 500 East Mitchell Street Petoskey, Michigan 49770.

1. **PROPERTY OWNER.** (if different from Customer): N/A

2. **DESCRIPTION OF SERVICES.** NBMV will provide to the Customer services, which includes materials, supplies and labor, as listed in the exhibit "Quote Details" and selected in exhibit "Authorization". The services will be performed in accordance with industry acceptable practice and meet all requirements of the Michigan Residential Building Code, as in effect at the time the services are performed. The services will be performed at the property of the Customer shown above, or, if the Customer is the property owner's general building contractor, at such property owner's location shown above (the "Worksite").

3. **SERVICE DATE.** Upon signing this Agreement, the Customer will be advised of the estimated start date of the services. However, such estimated start date is subject to change due to unanticipated or inadequate weather conditions, product shortages, shipping delays, labor shortages, and the like, and change orders related to NBMV's prior commitments.

4. **SCOPE OF WORK.** NBMV will provide all labor, equipment and material to complete the services as selected in the "Authorization" exhibit at the Worksite. The services will be performed Monday through Saturday, statutory holidays excluded, unless the parties mutually agree otherwise: provided, however, that the services will be performed only if NBMV reasonably determines that the weather conditions are appropriate, in order to ensure an acceptable finished product.

5. **PERMITS.** Whenever necessary, NBMV will apply for and obtain such permits and regulatory approvals as may be required by the applicable governing authority, and the cost thereof will be included as part of the payment to NBMV.

6. **INSURANCE.** NBMV will maintain a one million (\$1,000,000.00) general liability policy and workers compensation insurance in accordance with the minimum requirements of the state of Michigan throughout the duration of the services. NBMV will also require that any subcontractor(s) hired by NBMV maintain workers compensation insurance for all employees of such subcontractor(s) present at the Worksite in accordance with the minimum requirements of the state of Michigan throughout the duration of the services described herein. NBMV shall provide proof of insurance upon the request of the Customer.

7. **ENTIRE AGREEMENT.** This contract constitutes the entire understanding and agreement between the Parties hereto with respect to the subject matter of this contract and supersedes all prior discussions, agreements, negotiations, representations, and understandings, whether oral or written. No modification, amendment, or waiver of any provision of this contract shall be effective unless made in writing and signed by both Parties. The Parties acknowledge that they have not relied on any statements, promises, or representations made by the other Party or any third party, which are not expressly set forth in this contract.

8. **ACCESS.** The Customer will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. NBMV will make reasonable effort to protect driveways, lawns, shrubs, and other vegetation. NBMV is happy to work around any pets time to time but for their own safety please keep them restrained during normal work hours. NBMV is not responsible for any animal that is hurt or lost during this contract period.

I acknowledge that I have read and understand this page. Initials: \_\_\_\_\_



**9. CHANGE ORDERS.** The Customer may request to make changes to the services at any time throughout the term of this Agreement. However, any such request must be documented by a written Change Order signed by both parties. Each such Change Order will become a part of this Agreement. The Customer agrees to pay any increase in the cost of work as a result of any Change Order that requires additional labor or materials. In the event that the cost of a Change Order is not known until the time that a Change Order needs to be executed (e.g., repairs, replacement, modifications to meet local building codes, etc.), NBMV will estimate the cost of such Change Order and the Customer shall pay the cost whether or not it is in excess of the initial estimated cost of the project as a whole. NBMV will temporarily refrain from continuing any change order(s) needed that are estimated to be over ten percent (10%) of the initial Service Estimate until both NBMV and the Customer mutually agree upon a course of action. Regardless, in some cases these Change Order(s) will need to be executed to fulfill the commitments made between the Customer and NBMV in this Contract. NBMV cannot determine needed repairs or replacements to underlying materials and other items until the roof shingles are removed and, therefore, the cost of such repairs or replacements is not included in the Quote Details. Accordingly, NBMV is not responsible for any cost associated with repairing or replacing the roof deck, damaged areas, rotted areas, damaged utilities (vent pipe, cable, electrical, furnace, exhaust vents, etc.), masonry repair(s) or any other needed repairs. NBMV will inform the Customer of any problem areas as they may be discovered and, if possible, provide an estimate of the additional cost of such repairs. **EXPENSES FOR ANY OTHER ADDITIONAL REPAIRS: E.G., REMOVING, MODIFYING OR RE-INSTALLING SIDING, INSTALLING TRIM BOARDS, RE-PAIRING OR REPLACING SHEATHING, RE-NAILING ROOF DECK, REPLACING OR REPAIRING FRAMING MEMBERS, ETC., THAT MAY BE NEEDED ARE TO BE ADDED TO THE FINAL INVOICE ON A TIME AND MATERIAL BASIS AT THE RATE OF NINETY FIVE DOLLARS (\$95.00) PER MAN HOUR PLUS COST OF MATERIAL(S) ASSOCIATED WITH CHANGE ORDER(S).**

**10. TERM.** This contract will terminate automatically, excluding payment terms, upon the completion of all services required by this contract and the issuance of an approved Final Inspection Certificate by the Emmet County Building Department

**11. COMPLETION OF SERVICES.** Upon the completion of the services provided by NBMV, NBMV shall see to it that reasonable effort is made to restore the Customer's property to the condition that it was in prior to services completed by NBMV, and NBMV shall see to it that all portions used by NBMV during the term of this contract shall be broom clean and free of debris.

**12. GOVERNING LAW.** This contract shall be construed in accordance with the laws of the State of Michigan, without giving effect to its conflict of laws provisions.

**13. AMENDMENT.** This contract may be modified or amended in writing if the writing is signed by the party obligated under the amendment.

**14. PAYMENT AMOUNT.** The Customer agrees to pay the sum of all work to be performed as selected herein. All Payments shall be made to NBM Ventures, LLC: 3110 Leeward Drive, Petoskey, Michigan 49770.

**15. RETAINER PAYMENT:** NBMV may request a retainer payment equal to five percent (5%) of the total project cost, as outlined in the "Authorization" exhibit, to secure the Customer's placement in NBMV's schedule.

**16. DOWN PAYMENT:** A down payment shall be due one month prior to the scheduled start date to confirm the commencement of services. NBMV will issue an invoice for the down payment at that time. If a retainer payment has been previously made, the down payment shall be forty-five percent (45%) of the total project cost; if no retainer has been paid, the down payment shall be fifty percent (50%) of the total project cost.

**17. FINAL PAYMENT:** The remaining balance of fifty percent (50%) of the total project cost, plus any Change Order(s), shall be due as specified in the "Final Payment Terms" section.

**18. FINAL PAYMENT TERMS:** The final payment for services rendered under this contract is due upon the completion of all contractual services or upon issuance of a Final Inspection Certificate by the Building Department with jurisdiction over the project. Once either of these conditions is met, NBMV will issue a final invoice to the Customer. Payment in full is required within fifteen (15) days of the invoice date. If the final payment is not made by the due date, interest will accrue on all overdue amounts at a rate of eight percent (8%) per month. The Customer will be responsible for all collection costs, including, but not limited to, reasonable attorney fees.

I acknowledge that I have read and understand this page. Initials: \_\_\_\_\_



**19. DEFAULT.** The occurrence of any of the following shall constitute a material default under this contract:

- (a.) The failure to make a required payment when due.
- (b.) The insolvency or bankruptcy of either party.
- (c.) The failure to make available or deliver the services in the time and manner provided for in this contract.

**20. REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this contract, including without limitation the failure to make a monetary payment when due, the other party may terminate the contract by providing written notice to the defaulting party. This notice shall describe in sufficient detail the nature of the default. The party receiving such notice shall have fifteen (15) days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this contract.

**21. MEDIATION AND ARBITRATION.**

(a) The parties agree that they will first attempt to resolve all disputes arising out of or relating to this Agreement by at least four hours of mediation, to commence within thirty (30) days from the date the dispute arose. The mediator will be selected by the parties and such mediation will be held at a mutually agreed location in Emmet County, Michigan. The parties will mediate in good faith and agree to share equally the costs of the mediation. Any party refusing to mediate will not prevent the other party from pursuing its claims in binding arbitration.

(b) If such mediation is unsuccessful, NBMV and the Customer will enter into binding arbitration within sixty (60) days of the date the mediation concluded, such arbitration to be conducted under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (i) Michigan law must govern construction and effect, (ii) except as otherwise mutually agreed, the arbitration must take place in Emmet County, Michigan, and (iii) the arbitrator must, with the award, provide written findings of fact and conclusions of law. The parties will mutually select an acceptable arbitrator knowledgeable about issues relating to general building construction and roofing. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than thirty (30) days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this contract or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law.

**22. SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

**23. GENERAL LIMITATION OF LIABILITY.** Any liability of NBMV to the Customer and any third party will be limited by the provisions of this section. NBMV agrees to indemnify and hold harmless the Customer from any and all loss or liability incurred by reason of an alleged breach by NBMV of any service agreement with any third party. The Customer agrees to hold harmless NBMV and its representatives, employees and sub-contractor(s) for damage to the Customer's property caused by work performed under this Agreement that is not caused by NBMV's sole negligence such as but not limited to: Damage to sheetrock, drywall, glass, furnishes or fixtures caused by vibration, debris falling into attic spaces, driveway damage, water or A/C lines hit by normal nailing of shingles or accessories or any subsequent damage that occur from such, realignment of satellite dishes, siding damage caused by changing of wall flashing(s), yard and vegetation damage, or any other damage(s) that results from any performance executed to fulfill the commitments made between Customer and NBMV in this contract. NBMV is not responsible for reconnection of HVAC connections on all hot water heaters, A/C, and any other exhaust/heating units inside any attic spaces as these connections require a separate license. NBMV will be responsible for extensions of these connections that extend on and out from the roof line to be properly flashed and sealed.

I acknowledge that I have read and understand this page. Initials: \_\_\_\_\_

**24. NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified or registered mail, return receipt requested, to the addresses set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**25. MATERIAL PRICE INCREASE.** In the event that there are significant increases in the prices that NBMV pays for materials and supplies for the work to be performed between the date this Agreement is signed and the date that materials are purchased for the work to be performed, NBMV shall be entitled to additional compensation from the Customer as described herein. A significant increase in price is defined herein as an increase as to any specific items of materials of five percent (5%) or more. In such case, the Customer shall pay to NBMV, on request, all sums by which the cost to NBMV for any such items of materials has increased beyond five percent (5%). This would apply, but not be limited to price increases in shingles, roofing accessories, plywood/OSB, lumber, steel, sheet metal, roofing materials, fuel-freight charges, manufactured products and special equipment. NBMV is entitled to demonstrate this price increase through the use of quotes, supplier list prices, invoices or receipts, when requested. NBMV shall not be responsible for increased prices of materials when caused by delays, shortages or unavailability of materials due to conditions not caused by NBMV.

**26. WAIVER OF CONTRACTUAL RIGHT.** NBMV may terminate this contract for its convenience at any time upon providing thirty (30) days written notice to the Customer. In such case, the Customer shall be entitled to receive a full compensation for all payments withheld i.e. retainage and/or any down payment(s). Payment of such compensation is the sole and exclusive remedy of the Customer for termination of this contract by NBMV hereunder and the Customer shall not be entitled to, and hereby waives, claims for loss and all other damages and expenses. Mutually, the Customer may terminate this contract for its convenience at any time upon providing thirty (30) days written notice to NBMV. In such case, NBMV shall be entitled to receive as full compensation for all services performed hereunder payment for all, if any work performed prior to the date of termination, together with all retainage withheld. Payment of such compensation is the sole and exclusive remedy of NBMV for termination of this contract by the Customer hereunder and NBMV shall not be entitled to, and hereby waives, claims for lost profits and all other damages and expenses.

I acknowledge that I have read and understand this page. Initials: \_\_\_\_\_



# WARRANTY

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This document is used to certify that the roof installation done by MBRoofing, PLLC at the location shown below is warranted for 30 years against any defects in workmanship subject to the conditions included herein:

1. All workmanship executed by an employee or subcontractor of MBRoofing, PLLC is covered under the terms of this warranty.
2. MBRoofing, PLLC shall remedy any deficiencies or leaks resulting from workmanship or improper installation defects without charge, within a period of 30 years from the date of project completion.
3. All associated costs including labor, building materials, disposal, permitting, etc., are included.
4. This warranty does not cover metal roof "oil caning", defects or damages arising from normal weathering or accidents, fire, lightning, flood, earthquake, windstorms, wind borne objects, hail, ice, or other acts of God, or by vandalism, riot, civil disorder, harmful fumes, vapors, chemical pollutants, mildew, fungus, salt from the atmosphere, acid rain, or any other source, building settlement, structural building defects, or any other cases beyond MBRoofing, PLLC's control.
5. Damages to the roof or roofing system by the property owner, other contractors or any other persons beyond MBRoofing, PLLC's control will not be covered.
6. This warranty does not cover any resultant damage caused inside the building as a result of leaks.
7. Defects in the "non generic" building materials used to complete work do not fall under the scope of this workmanship warranty. These building products installed will instead be covered by the product's original manufacturer warranty. MBRoofing, PLLC hereby assigns all warranties on materials as provided by the manufacturer of such materials.
8. This warranty is transferable if the ownership of the building changes.

**Customer**

Petoskey District Library

**Project #**

Petoskey District Library

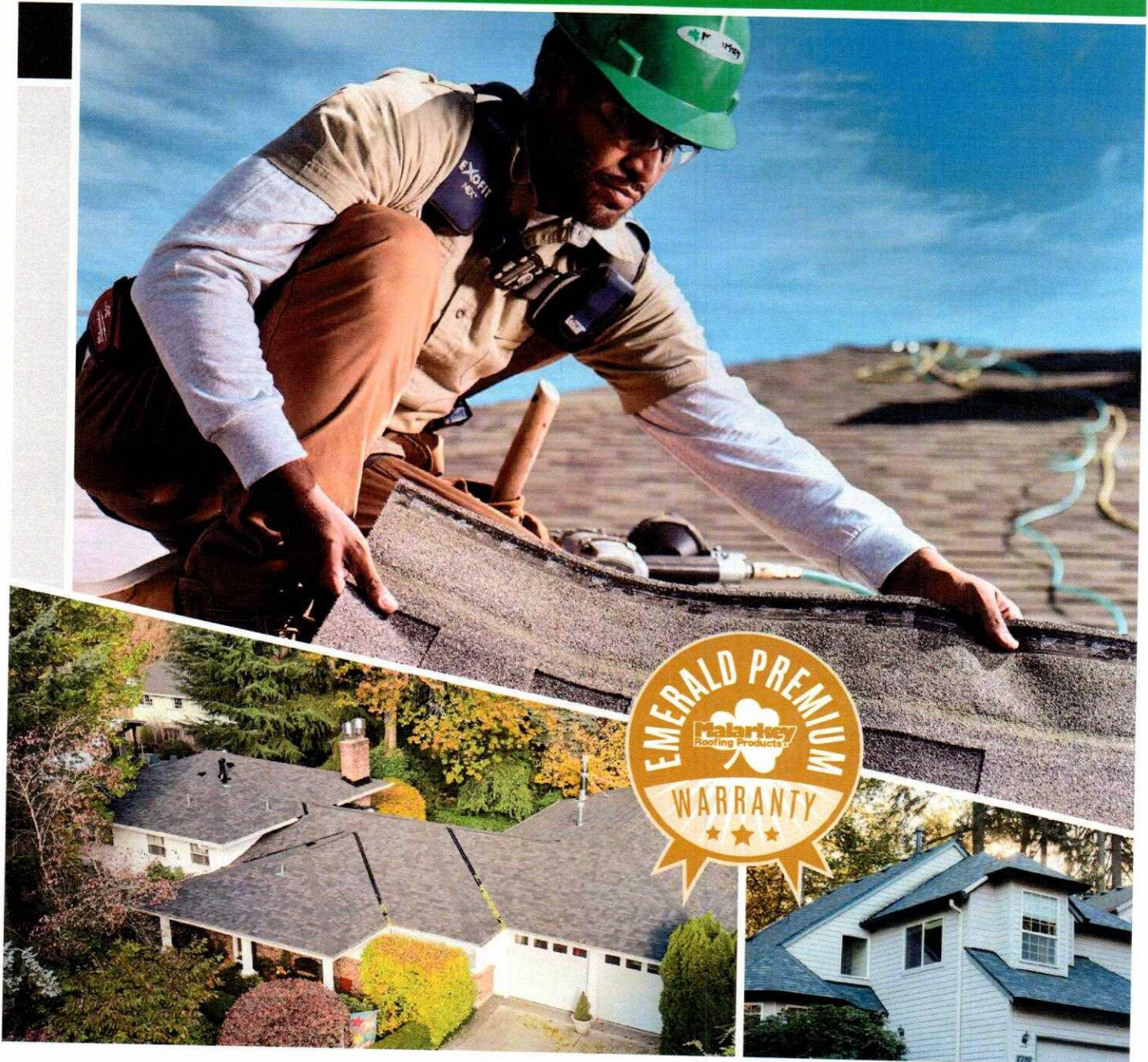
**Project address**

500 E Mitchell Street, Petoskey, Michigan

**Date Project Completed**

Thank you for choosing MBRoofing to complete work on your property,  
Matthew Bell – President | MBRoofing, PLLC





## Shingle & Accessory Guide

### EMERALD PREMIUM WARRANTY

Available exclusively through Malarkey Emerald Premium Certified Residential Contractors.

- SAMPLE -



# Why choose an Emerald Premium Contractor?

## PROFESSIONAL EXPERIENCE

A Malarkey Emerald Premium Contractor has a history of installation experience and trained with Malarkey's product specifications. They will offer you peace of mind.

## COMMITMENT TO QUALITY

A Malarkey Emerald Premium Contractor demonstrates a strong value to quality work while promoting the quality of Malarkey's residential roofing systems.

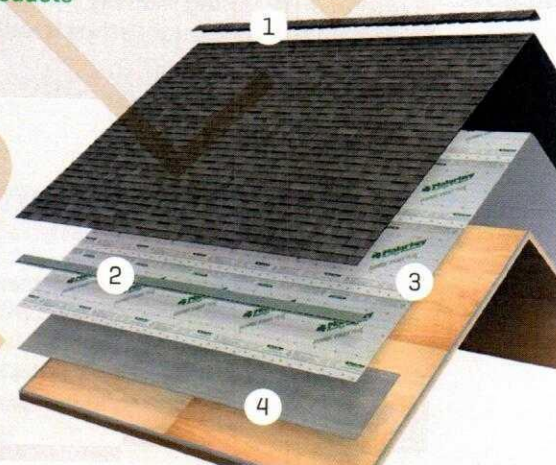
## SUPERIOR PROTECTION

An Emerald Premium Contractor can provide you a Secure Choice™ residential roofing system, and ensure your roof meets Malarkey's superior standards.




**SECURE  
CHOICE™  
SYSTEM**

### Make it a Secure Choice™ with Malarkey Supporting Products

- 1. Hip and Ridge Shingles:** High-profile ridge EZ-Ridge® [8" and 10"] and standard low-profile RidgeFlex® [10" and 12"] all feature Scotchgard™ Protector from 3M, NEX® polymer modified asphalt, and a high-performance UL 2218 Class 4 impact resistance rating.
- 2. Starter Shingles:** Smart Start® Starter Shingles are specifically designed to increase protection against moisture intrusion and blow-off.
- 3. Underlayment:** Offering a range of fiberglass polymer modified asphalt underlayments as well as synthetic products for your roof.
- 4. Ice and Water Protection:** Arctic Seal® and Secure Start® HT are very effective as flashing membranes in valleys, rakes, skylights and pipe penetrations.



### Compare Emerald Premium with Other Malarkey Warranties

MALARKEY WARRANTY	WARRANTY PERIOD [SINGLE FAMILY]	WARRANTY PERIOD [OTHER STRUCTURES]	RIGHT START™ NON-PRORATED WARRANTY PERIOD [SINGLE FAMILY]	RIGHT START™ NON-PRORATED WARRANTY PERIOD [OTHER STRUCTURES]	CONTRACTOR WORKMANSHIP PERIOD	ALGAE RESISTANCE COVERAGE	LOW SLOPE COVERAGE	WIND WARRANTY COVERAGE & SPEED
 Emerald Premium	Limited Lifetime [Dura-Seal®: 30 years]	20-50 Years	10-50 Years	10-20 Years	15-25 Years	Products with Scotchgard™ Protector: Limited Lifetime AR Products: 10-15 years	15-20 Years	15 years Enhanced Wind Warranty [automatic]: 130 mph/209 kph [Dura-Seal® shingle line: 80 mph/130 kph] [Windsor® shingle line: 140 mph/225 kph] Refer to the Warranty section - Wind Damage Coverage
 Emerald Pro	Limited Lifetime [Dura-Seal®: 30 years]	20-50 Years	10-50 Years	10-20 Years	N/A	Products with Scotchgard™ Protector: Limited Lifetime AR Products: 10-15 years	10-15 Years	15 years Enhanced Wind Warranty [automatic]: 130 mph/209 kph [Dura-Seal® shingle line: 80 mph/130 kph] [Windsor® shingle line: 140 mph/225 kph] Refer to the Warranty section - Wind Damage Coverage
 Shingle and Accessory Warranty	Limited Lifetime [Dura-Seal®: 25 years]	25-50 Years	7-20 Years	7-20 Years	N/A	Products with Scotchgard™ Protector: Limited Lifetime AR Products: 5-15 years	N/A	15 years Limited Wind Warranty: 110 mph/177 kph [Dura-Seal®: 60 mph/97 kph] Enhanced Wind Warranty: 130 mph/ 209 kph -using 4 nails [Dura-Seal®: 70 mph/113 kph] [Windsor® shingle line: 140 mph/225 kph -using 5 nails]

\*Your Choice' Shingle Warranty - Default to 'like' warranty conditions. N/A to Contractor Workmanship Period and Low Slope Coverage.



## CERTIFIED RESIDENTIAL CONTRACTOR MATERIAL AND WORKMANSHIP WARRANTY

Thank you for choosing Malarkey Roofing Products® (Malarkey) shingles for your recent roofing project. Our **Emerald Premium Warranty** (the Warranty) is available exclusively through Malarkey's *Certified Residential Contractor Program* and offers customers an enhanced roofing system warranty that is a combination material warranty and workmanship warranty; you get quality Malarkey products and a warranted installation.

An eligible *Secure Choice™ Roofing System* (SCRS) consists entirely of Malarkey shingles [see Table 1 for a complete list] and Malarkey accessory products, and shall be installed by a Malarkey *Emerald Premium Certified Residential Contractor* (CRC) using our latest published installation instructions and adopted building code requirements.

Metal flashings and drip edge metal must also be installed. Step flashing is required at intersecting sidewalls, chimney applications, and other vertical transitions. Counter flashing is required per NRCA guidelines where applicable.

### THE EMERALD PREMIUM WARRANTY: WHO & WHAT IS COVERED

Two distinct types of housing are covered under the Warranty:

#### Single Family, Detached Residences

- A Malarkey SCRS approved for the Warranty comes with a LIMITED LIFETIME WARRANTY against *manufacturing defects* that adversely affect the performance of the roofing system. It is offered to individual homeowners who first had the shingles installed on the single family, detached house they use as their primary residence.

"Lifetime" coverage remains in effect as long as the original owner or eligible subsequent owner *maintains as their primary residence*, the house where the Malarkey SCRS was installed.

#### Other Structures

- Other types of structures excluded from Lifetime coverage include houses no longer maintained by the owner(s) as their primary residence, duplexes, townhouses, apartment buildings, condominiums, and professional buildings, such as churches, hospitals, and schools. These structures are covered against manufacturing defects for twenty to fifty (20 to 50) years based on the product listed in Table 1.

Note: A one-time transfer of the warranty to a second owner is allowed under the program [e.g., following the sale of the house or building]. See the TRANSFERABILITY section for more information.




### RIGHT START™ PERIOD

Malarkey roofing products are manufactured to very high standards, and because of this, every shingle's warranty period [see Table 1 below] includes a *non-prorated Right Start™* Period that states:

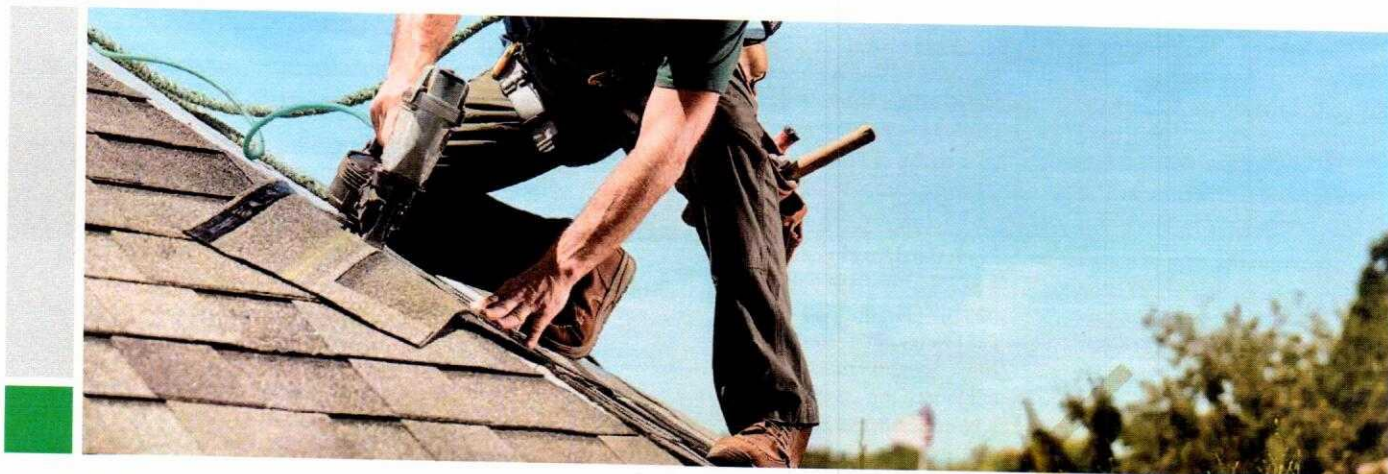
*If any component of the SCRS is found to have manufacturing defects that materially affect performance of the system, Malarkey will either repair, replace or pay for installation of replacement materials as necessary. The costs for tear-off and disposal of some or all the Malarkey roofing products are included if necessary to repair your roof.*

Malarkey will not be responsible for the cost of removal and replacement of any rooftop appurtenances or equipment installations in order to conduct repairs for valid claims such as, but not limited to, solar panels.

TABLE 1

SHINGLE PRODUCT	WARRANTY PERIOD [SINGLE FAMILY]	WARRANTY PERIOD [OTHER STRUCTURES]	RIGHT START™ NON-PRORATED WARRANTY PERIOD [SINGLE FAMILY]	RIGHT START™ NON-PRORATED WARRANTY PERIOD [OTHER STRUCTURES]	CONTRACTOR WORKMANSHIP PERIOD	ENHANCED WIND WARRANTY COVERAGE MPH [KPH]	WIND WARRANTY COVERAGE PERIOD	ALGAE RESISTANCE COVERAGE	PRORATED REDUCTION PER MONTH
<b>3-TAB SHINGLES</b>									
Dura-Seal® AR	30 years	20 years	10 years	10 years	15 years	80 [130]	15 years	10 years	1/360
<b>LAMINATE SHINGLES</b>									
Highlander®	Lifetime	40 years	50 years	20 years	25 years	130 [209]	15 years	N/A	1/480
Highlander® AR	Lifetime	40 years	50 years	20 years	25 years	130 [209]	15 years	10 years	1/480
Ecoasis®	Lifetime	40 years	50 years	20 years	25 years	130 [209]	15 years	N/A	1/480
Vista®	Lifetime	45 years	50 years	20 years	25 years	130 [209]	15 years	N/A	1/540
Vista® AR	Lifetime	45 years	50 years	20 years	25 years	130 [209]	15 years	15 years	1/540
Legacy®	Lifetime	50 years	50 years	20 years	25 years	130 [209]	15 years	N/A	1/600
Legacy® 	Lifetime	50 years	50 years	20 years	25 years	130 [209]	15 years	Lifetime	1/600
Ecoasis® Premium 	Lifetime	50 years	50 years	20 years	25 years	130 [209]	15 years	Lifetime	1/600
<b>DESIGNER SHINGLES</b>									
Windsor® 	Lifetime	50 years	50 years	20 years	25 years	140 [225]	15 years	Lifetime	1/600





**Malarkey Roofing Products® and related warranties stand with any in the industry. The warranty coverage includes:**

- **A Right Start™ Period:** Every Malarkey warranty includes a multi-year, non-prorated warranty period designed to protect your shingle investment for years to come. During this period shingles do not depreciate, and you enjoy 100% warranty coverage.

**Coverage Beyond the Right Start™ Period:** Once the Right Start™ Period has passed for *Single Family* structures, if any component of the SCRS is found to have manufacturing defects that materially affect performance of the system, the repair or replacement value of those components are prorated and retain 20% of their original value.

The Right Start™ Period for *Other Structures*<sup>1</sup> is split with the first twenty (20) years being non-prorated and the remainder of the warranty Term, prorated. The prorated value is determined by a certain percentage based on the remaining number of months in their warranty [see Table 1, last column].

Any costs in excess of the prorated adjustment are the owner's responsibility. If money was already paid under the warranty, the prorated warranty value will be reduced by that amount.

### CONTRACTOR WORKMANSHIP PERIOD

The Warranty also includes *workmanship coverage* for the period listed in Table 1. Workmanship includes any aspect of the installation found to adversely affect the performance of the SCRS or cause a leak. The Emerald Premium Certified Residential Contractor will warrant the initial five (5) years of installation liability, and Malarkey will cover the balance.

During the *Contractor Workmanship Period*, if any part of the Malarkey SCRS is found to have workmanship defects, Malarkey, at its sole discretion, will arrange to have the roof repaired or re-covered (flashings too, if necessary) and provide a reasonable cost for the labor required to accomplish adequate tear-off, disposal, and replacement.

<sup>1</sup> The Right Start™ Period for Other Structures with Dura-Seal® AR shingles is split with the first ten (10) years non-prorated and the remainder, prorated.

Malarkey retains the right to fulfill its obligation by providing replacement materials and compensation as defined below, for the reasonable cost of labor and other materials needed to repair or replace your roof, including tear-off and disposal costs.

### SYSTEM REQUIREMENTS

The Emerald Premium warranty requires Malarkey shingles as well as Malarkey accessory products, including underlayment, starter shingles, and hip and ridge shingles. These qualified, accessory products include:

STARTER SHINGLES	UNDERLAYMENT	ICE AND WATER PROTECTION*	HIP AND RIDGE SHINGLES*
Smart Start®	Right Start® UDL	Arctic Seal®	10" RidgeFlex®
Windsor® Starter	Secure Start® Synthetic line	Secure Start® HT	12" RidgeFlex®
	Arctic Seal® [full deck coverage]		EZ-Ridge®
	Secure Start® HT [full deck coverage]		EZ-Ridge® XT

\* Required if code speculates or when ice and water is used in the roofing system.

\* Some contractors adapt roofing shingles to use as hip and ridge shingles. Dura-Seal® AR shingles used for hip and ridge will qualify toward the Warranty but only when Dura-Seal® AR is also the field shingle.

### WIND DAMAGE COVERAGE

Malarkey SCRS's completed by Emerald Premium Certified Residential Contractors are also covered against loss from wind damage for 15 years.

**Note:** Malarkey's wind warranties apply only when shingles are properly adhered, whether by hand-sealing with asphalt roof cement conforming to ASTM D4586 or by activation of the shingles' self-sealing strips. Malarkey's maximum liability under wind warranties is, at its option, to either repair or replace blown-off shingles [including materials and labor] or be allowed the opportunity to hand-seal [or have hand-sealed] the shingles at our expense.

### ALGAE RESISTANCE COVERAGE

The Emerald Premium Warranty offers **two levels of coverage** against damage due to **discoloration caused by the development of blue-green algae** [primarily the cyanobacteria *Gloeocapsa* spp]:



SHINGLES	MALARKEY SHINGLES THAT FEATURE SCOTCHGARD™ PROTECTOR FROM 3M™ <sup>2</sup> . [In Table 1's listing of shingles in the first column, note the Scotchgard™ logo next to their names.]	MALARKEY SHINGLES THAT FEATURE ALGAE RESISTANT [AR] PROTECTION [Shingles with "AR" next to their name in Table 1]
WARRANTY PERIOD	From the date of installation, a SCRS with these shingles has <i>lifetime</i> coverage, subject to the conditions and limitations listed below.	From the date of installation, a SCRS with these shingles has ten (10) or fifteen (15) years of coverage [depending on the shingle], subject to the conditions and limitations listed below.
COVERAGE	For the first twenty (20) years from the date of installation, for those shingles that exhibit discoloration due to blue-green algae, we will cover the cost, including labor [as reasonably determined by Malarkey], to repair or replace the <i>affected</i> shingles, or simply pay the owner an amount not exceeding the cost of the originally installed, affected shingles.	For the first five (5) years of the AR algae warranty, claims meeting all warranty requirements, Malarkey may, at its discretion, repair or replace the <i>affected</i> shingles, or simply pay the owner an amount not exceeding the cost of the originally installed, affected shingles.
PRORATION	After twenty (20) years, Malarkey's maximum repair or replacement payment obligation is <i>prorated</i> , based on the number of months elapsed in the warranty period.	After five (5) years, Malarkey's maximum payment is <i>prorated</i> , the value determined by a certain percentage based on the remaining number of months in the warranty.
REQUIREMENTS	Malarkey shingle systems with Scotchgard™ Protector also require hip and ridge shingles with algae protection, and both Malarkey's EZ-Ridge® and RidgeFlex® products feature Scotchgard™ Protector.	Malarkey AR shingles also require hip and ridge shingles <sup>3</sup> with algae protection, and both Malarkey's EZ-Ridge® and RidgeFlex® products feature Scotchgard™ Protector.
MAXIMUM LIABILITY	For claims meeting all warranty requirements, Malarkey's maximum liability under this warranty is, at its option, to repair or replace the defective shingles or pay the owner an amount not exceeding the cost of the originally installed, affected shingles.	For claims within the first five years meeting all warranty requirements, Malarkey's maximum liability under this warranty is, at its option, to repair or replace the defective shingles or pay the owner an amount not exceeding the cost of the originally installed, affected shingles. After five years, the payment will be prorated until the end of term listed in Table 1, <i>Algae Resistance Coverage</i> . After the warranty period expires, there is no remedy for algae on AR shingles.

## LOW SLOPE WARRANTY COVERAGE

For roofs that include low slope, Malarkey OmniSeal® Roof Systems, up to 10 squares qualify for limited warranty coverage. Specific systems include:

TYPE OF ROOF SYSTEM	MEMBRANES INCLUDED	WARRANTY COVERAGE PERIOD
System A: Two-Ply	OmniSeal® Ply and OmniSeal® Cap	15 years
System B: Two-Ply	OmniSeal® Ply and OmniSeal® Cap FR	17 years
System C: Three-Ply	OmniSeal® Base, OmniSeal® Ply, and OmniSeal® Cap	17 years
System D: Three-Ply	OmniSeal® Base, OmniSeal® Ply, and OmniSeal® Cap FR	17 years
System E: Two-Ply	Paragon® ULTRA SA Base and OmniSeal® Cap FR	20 years
System F: Three-Ply	OmniSeal® Base, Paragon® ULTRA SA Base, and OmniSeal® Cap FR	20 years
System G: Three-Ply	OmniSeal® Ply, OmniSeal® Ply, and OmniSeal® Cap FR	20 years

Warranty coverage begins from the date installation of the membranes is complete and includes any manufacturing defects discovered during the warranty coverage period[s] listed in the table above. The maximum liability will be for materials to replace the covered low slope roof system with the same or similar materials.

Rooftop components that are not part of the low slope membrane application, even if installed at the same time, are not covered by this limited warranty. Such components include but are not limited to:

- The underlying roof deck
- Insulation and related fasteners
- Vapor retarders/barriers and related fasteners
- Assorted metal work: flashing, drains, pitch pans, vents, expansion joints, etc.
- Plastic accessories
- Penetrations like skylights and hatches
- Solar photovoltaic panels
- Roof coatings
- Surfacing, ballast of aggregates/gravel

## TRANSFERABILITY

The Emerald Premium Warranty can be transferred *once* during the life of the warranty. Malarkey must be notified in writing and a warranty transfer application *completed within sixty (60) days* of real estate transfer or warranty becomes void. Transfer information shall include:

- The name, address, and phone of the original holder of the warranty
- The address where the shingles were installed
- The date of the original, completed installation
- The name, address, and phone of the Malarkey Emerald Premium Certified Contractor
- Proof of purchase
- The name and address of the new owner
- The date of title transfer

<sup>2</sup> Scotchgard, the Scotchgard logo and 3M are trademarks of the 3M Company.

<sup>3</sup> Some contractors adapt 3-tab shingles to use as hip and ridge shingles. The use of Dura-Seal® AR for this purpose will satisfy the requirements of algae resistance coverage but only when Dura-Seal® AR is also the field shingle.



If the transfer takes place within the Right Start™ Period, the eligible new owner is entitled to the balance of Right Start™ Period coverage plus the Contractor Workmanship coverage originally stated in the warranty. Lifetime warranty coverage is transferable as long as the subsequent owner maintains the home as their primary residence.

If the transfer occurs *after* the Right Start™ Period expires, the balance of the warranty is reduced to the earlier of: (1) a five (5) year period after the date of ownership change; or (2) the expiration of the Limited Lifetime Warranty. Should there be a discoverable manufacturing defect during this five (5) year period, our obligation to the eligible new owner will be based on the reasonable cost of roofing system replacement, prorated by the duration of use from the original installation date through the date of the claim.

Warranty transfer and payment information can be found online at [www.malarkeyroofing.com/warranties/emerald-pro-premium-warranty-transfer-application](http://www.malarkeyroofing.com/warranties/emerald-pro-premium-warranty-transfer-application) or by contacting Malarkey's Warranty Department at (800) 545-1191 or email: [malarkey.warrantyinquiries@holcim.com](mailto:malarkey.warrantyinquiries@holcim.com).

### REQUIRED COMPONENTS, PROCEDURES AND STANDARDS

1. Malarkey Roofing Products® shingles and Malarkey accessory products must be installed on the structure to be eligible for the Emerald Premium Warranty.
2. All work must be completed by a Malarkey Emerald Premium Certified Residential Contractor and installed according to Malarkey's latest published installation instructions and adopted building code.
3. The building structure and roof deck must be sound, comply with all local codes and ordinances, and sufficient to support the weight of the roofing system and transient load during application.
4. The roof deck must be an acceptable substrate:
  - a. Sheathing panels shall meet adopted building code requirements and be at least 3/8" [10 mm] thick, exterior-grade plywood or 7/16" [11 mm] oriented strand board (OSB).

Malarkey requires the installation of sheathing when wood board decking is the existing substrate. Problems with the performance of your roofing system, such as leaks and buckling, increase if installed directly over wood board decks. Failure to use properly conditioned deck materials can result in deck movement, which can damage the roof covering and may void your warranty.
  - b. Likewise, sheathing panels should be supported, gapped and securely nailed to all framing members per APA recommendations.
  - c. Installing over existing roofing materials (i.e., re-covering) or deteriorated wood products is not acceptable. A complete tear-off is required.
5. Besides replacement of warped or rotted decking, repairs are required at other areas of roof that could lead to leaks unrelated to proper installation of the Malarkey roofing system such as deteriorated chimney mortar joints, etc.

6. Application of Arctic Seal® self-adhering membrane is required around sheet metal accessory penetrations, flanges, and flashings.
7. Sheet metal flashing, edge metal, and accessories must be installed at roof intersections, vertical transitions to sidewalls, curbs, and chimneys, and around roof openings. New/like new flashings and accessories are required to match the projected life cycle of the roof.
8. Smart Start® starter shingles to be applied to both eave and rake edges of the roof.
9. Coverage will not take effect until all payments relative to this warranty have been paid in full to Malarkey, the CRC, and material supplier, including costs for warranty registration, installation, supplies, etc.
10. Warranty registration requires proof of purchase.

### EXCLUSIONS

The Emerald Premium Warranty covers defects in manufacturing and workmanship. It includes the Malarkey roofing shingles listed in Table 1 and related accessories sold and installed in the U.S. and Canada. Warranty claims that Malarkey determines are cosmetic in nature are not considered manufacturing defects. The warranty does not cover other products such as flashing and metal work or damage to shingles attributable in whole or in part to other causes including, but not limited to:

- Improper ventilation
- Improper transportation, storage, or handling of shingles and/or accessories
- Installation by a contractor other than a Malarkey Emerald Premium Certified Residential Contractor
- Penetrations of the roofing system for installation of rooftop appurtenances (solar panels, satellite dishes, vent pipes, etc.), structural changes, or other alterations to the roof after application of Malarkey roofing products
- Inordinate traffic on the roof for any reason (equipment installation, moss and debris removal, gutter cleaning, etc.)
- Settlement, movement, distortion, failure or cracking of the roof decks, walls or foundations of the building
- Damage to shingles, roof deck, or structure due to ice damming or water backup
- Variation in color [shading] which may occur from the positioning of colored granules on the shingles
- Shading or discoloration of shingles or ridges due to algae [excluding AR or Scotchgard™ shingles as described in the ALGAE RESISTANCE COVERAGE section]
- Deterioration or distortion caused by moss, mold, mildew, or other vegetation, organic compounds, paints, chemicals, or similar materials
- Granule sloughing due to excessive granules on the shingles
- Impact of foreign objects
- Violent or unusual weather conditions, such as flooding, tornadoes, hailstorms, winds in excess of Wind Speed Limits [Table 1], or other extreme forces of nature
- Fire, acts of vandalism, and other, similar occurrences.

**Note:** Malarkey continually strives to improve shingle durability and enhance our product line. In support of this, Malarkey reserves the right to discontinue or modify any of its products, including the color



blend of shingles, without notice to the owner and shall not be liable to the owner as a result of this modification or discontinuance. If your shingles are no longer available, Malarkey reserves the right to provide you with substitute shingles comparable in quality, price and color to your original shingles.

### REGISTRATION

Warranties must be filed online by your Malarkey Certified Roofing Contractor. The warranty registration fee, which will be quoted by your contractor, is payable in US dollars. Malarkey is not responsible for any additional bank fees, taxes or transactions that have been implemented by your banking institution. Please contact your local customs office or banking institutions should you have any questions.

CANADA ONLY: If you would like to pay via business cheque, please mail your payment [business cheque] to the Malarkey Corporate office Attn: Warranty Services Department.

### COMPENSATION

Malarkey may, at its sole discretion under this Emerald Premium Warranty, either: (1) issue a combination of cash and/or material credit to an existing supplier of Malarkey roofing materials; or (2) provide replacement materials only. The prorated material costs will be determined by time of use and the original cost of the SCRS at the time of original purchase.

### CLAIMS PROCEDURE

1. Claims shall be made in writing by certified or registered mail within thirty (30) days of discovery and prior to any permanent repairs [except emergency measures to prevent potential damage to the building or its contents] being made. Include proof of purchase and proof of warranty.
2. Malarkey will be given the opportunity to inspect the roof and be provided with samples before any steps are taken to repair the roof.
3. After verification, the roofing materials or workmanship are defective, Malarkey will perform its obligations under this warranty within forty-five (45) days of receipt of notice, unless performance is delayed by causes beyond Malarkey's control. Any cost in excess of the prorated adjustment if loss is discovered after the Right Start™ Period will be the owner's responsibility.

### SOLE AND EXCLUSIVE WARRANTY

THIS LIMITED WARRANTY IS THE ONLY EXPRESS AND/OR IMPLIED WARRANTY MADE BY MALARKEY IN CONNECTION WITH THE SALE OF ITS PRODUCTS. THE TERMS AND CONDITIONS CONTAINED HEREIN CONSTITUTE THE ENTIRETY OF YOUR LIMITED WARRANTY, REGARDLESS OF ANY FUTURE REVISIONS OF WARRANTY TERMS FOR LATER-INSTALLED SHINGLES.

NO REPRESENTATIVE OF MALARKEY OR ANY OTHER PERSON HAS ANY AUTHORITY WHATSOEVER TO ACCEPT FROM OR FOR MALARKEY, ANY ADDITIONAL OR DIFFERENT LIABILITY OR RESPONSIBILITY FOR MALARKEY PRODUCTS. NO SAMPLE WARRANTY AVAILABLE ON MALARKEY'S WEBSITE OR ELSEWHERE WHOSE TERMS AND

CONDITIONS DIFFER FROM THOSE CONTAINED HEREIN WILL BE APPLICABLE TO YOUR SHINGLES.

MALARKEY SHALL NOT BE LIABLE FOR DAMAGE TO ANY BUILDING OR CONTENTS OR INJURY TO PERSONS OR FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THE WARRANTY OR ANY OTHER WARRANTY OR CONDITION, IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THIS EXCLUSION MAY NOT BE APPLICABLE IN ALL STATES AND PROVINCES. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS; THERE MAY BE OTHER RIGHTS THAT VARY STATE TO STATE AND PROVINCE TO PROVINCE.

THE PARTIES AGREE THAT ANY CLAIM, DISPUTE, OR CONTROVERSY RELATING TO OR ARISING FROM THIS WARRANTY SHALL BE SUBMITTED TO BINDING ARBITRATION UNDER THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION [OR OTHER MUTUALLY ACCEPTABLE ARBITRATOR] THEN IN EFFECT. The expenses of the arbitration shall be allocated among the parties by the arbitrator[s] as part of the award, which shall include the prevailing party's reasonable attorneys' fees and costs, including expert fees. THIS IS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

This warranty is enforceable only by the original owner named below or the eligible new owner who has filed a timely warranty transfer request and received confirmation from Malarkey the transfer was accepted.

This Emerald Premium Warranty will not be valid until the Emerald Premium Certified Residential Contractor who installed the roof completes the WARRANTY REGISTRATION online at [www.malarkeyroofing.com](http://www.malarkeyroofing.com), and the warranty has been accepted by Malarkey Roofing Products.

The owner and eligible new owner should retain all documents and proofs of purchase of Malarkey products for submission to Malarkey should a claim arise.

If you have questions about warranty coverage, contact your roofing contractor, Emerald Premium sales representative, or Malarkey's Warranty Department by phone at (800) 545-1191 or email: [malarkey.warrantyinquiries@holcim.com](mailto:malarkey.warrantyinquiries@holcim.com).

Malarkey's website at [www.malarkeyroofing.com/homeowners/certified-contractors](http://www.malarkeyroofing.com/homeowners/certified-contractors) is another good source of information.

#### Mailing Address:

P.O. Box 17217

Portland, OR 97217

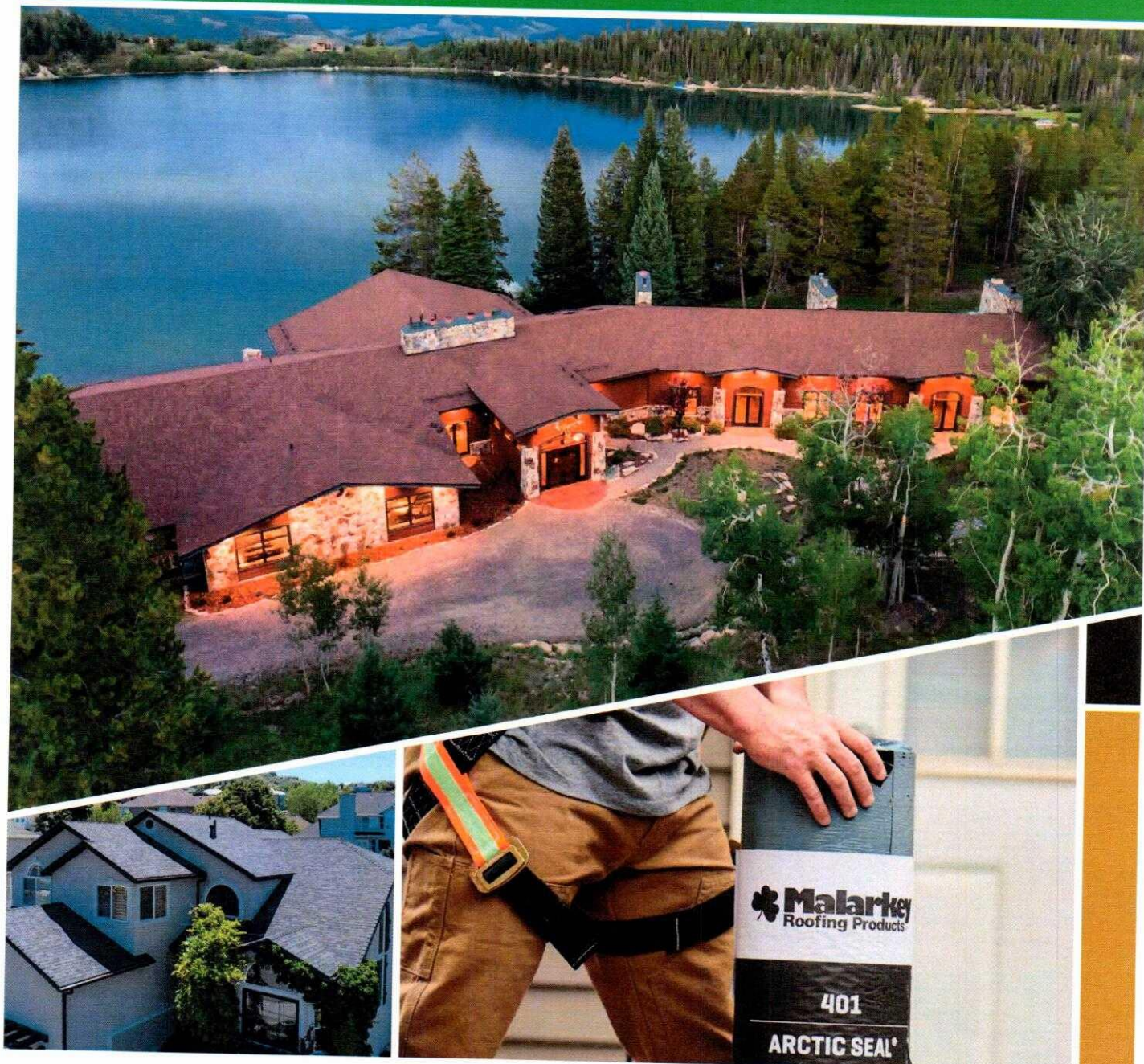
Office: 503.283.1191 | 800.545.1191 | Fax: 503.289.7644

[www.MalarkeyRoofing.com](http://www.MalarkeyRoofing.com)

#### PLEASE NOTE:

THIS IS A SAMPLE WARRANTY. IT IS YOUR CONTRACTOR'S RESPONSIBILITY TO REGISTER YOUR WARRANTY. ONCE YOU RECEIVE A WARRANTY CERTIFICATE FROM YOUR CONTRACTOR, PLEASE CALL 800.545.1191 AND ASK FOR THE WARRANTY SERVICES DEPARTMENT IF YOU WISH TO SEE A COPY OF YOUR WARRANTY.



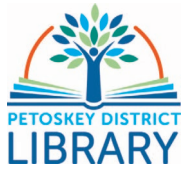


Thank you for choosing  
**MALARKEY ROOFING PRODUCTS®**  
*to protect your home, and help preserve our environment.*

- SAMPLE -







## **Local History Room Policy**

*Approved: April 30, 2015*

*Updated: October 26, 2017*

*Updated: October 27, 2022*

### **Mission Statement:**

The mission of the Petoskey District Library (PDL) Local History Room is to preserve the history of the communities of Petoskey and Emmet County, Michigan.

PDL will preserve and maintain these materials for future generations by using accepted preservation methods, and providing access to the materials under safe and secure conditions.

**When possible, the Library will digitize historic material in order to preserve the items long-term and to provide easy access to these items for the public. Any digitized material will be made available on the Petoskey Library's website.** The Library will work in conjunction with other local history entities, such as historical societies and libraries, to educate the public on the holdings of the collection and on the history of Petoskey and Emmet County.

### **Scope of the Collection:**

The focus of the collection will include materials about the history of Petoskey and Emmet County, Michigan, and, to a lesser extent, materials about the surrounding geographical areas of Charlevoix and Cheboygan Counties, and the Great Lakes Region, to set Petoskey and Emmet County within their historical context.

Genealogical records and family histories pertaining to founders and/or pioneer families of Petoskey and Emmet County may be collected.

### **Selection Policy:**

The Local History collection will include books, documents, maps, memorabilia, genealogical records of founding families, slides, microfilm, newspapers, news clippings, photographs (framed and unframed). Three-dimensional objects and electronic and digital formats will be considered if they fit within the mission of our collection.

The Local History Collection does not contain government records, such as City Council meeting minutes or Board of Education meeting minutes, or day-to-day business records.

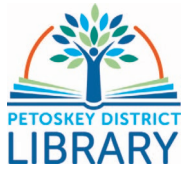
### **Selection Criteria:**

The PDL Local History Collection will include:

- Materials that record the history and ancestry of Petoskey/Emmet County founding and/or pioneer families
- Materials that record the history and contributions of prominent individuals who have lived in or served in Petoskey/Emmet County
- Materials that preserve the histories of local clubs, organizations, schools, churches, businesses, and institutions of Petoskey/Emmet County
- Materials that record the history of the community
- Artifacts or objects that support the history of the community, its people, and/or its institutions
- Other items that meet the scope of the collection

Other criteria include:

- Relevance to the histories of Petoskey and or Emmet County, Michigan



## **Local History Room Policy**

*Approved: April 30, 2015*

*Updated: October 26, 2017*

*Updated: October 27, 2022*

- Uniqueness and historical value of the item
- Physical condition of the item
- Space constraints for storage of the item
- Time needed to arrange the collection for use
- Signed "Deed of Gift"

### **Gifts:**

The Library welcomes donations to its Local History Collection, in accordance with the Petoskey District Library Gift Policy.

Materials that do not fit within our policy will be referred to local historical societies. The Library reserves the right to decline gift offers.

For gifts valued over \$999, donors must sign a "Deed of Gift" transferring ownership, and copyright, if applicable, to the Petoskey District Library. The donor and the library each retain a copy of the deed of gift.

Once a donation has been made, the Library reserves the right to decide how the item will be displayed or stored, how the item may be used, and how long the item will be retained.

Materials in the Local History Collection may be scanned and placed on the Internet for viewing, may be moved to another location within the Library, and may be withdrawn from the collection if deemed no longer appropriate to the collection.

### **Preservation and Maintenance:**

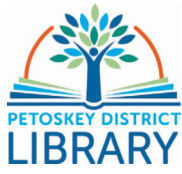
Local History materials, when appropriate, will be preserved in acid-free folders, enclosures, and containers. The collection will be maintained in a clean, safe, and secure environment.

### **Discarding Materials:**

PDL reserves the right to withdraw materials. Withdrawn items may be offered to other depositories, donated to the Friends of the Petoskey Public Library, discarded, or sold.

### **Access:**

- The Local History Room is open to the public during Library hours.
- Materials in the locked cabinets may be obtained from the room by Library staff
  - Library staff may request and hold valid identification such as a driver's license or Library card while material is being used.
  - Library staff may note the materials being used and by whom.
  - Materials must be returned directly to Library staff at the Reference Desk.
- Library staff may refuse to allow photocopying of rare or fragile materials.
- Books taken from the open shelves should be left on the table after use for re-shelving by Library staff.
- No food or drink is allowed in the Local History Room.
- The Local History Room may be used for small meetings or programs at the discretion of the Library Director.
- Local History collection items that are cataloged as circulating materials may be borrowed with a valid Library card in accordance with the Library's Circulation Policy.



## **Local History Room Policy**

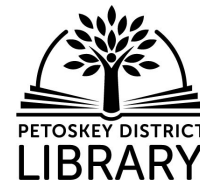
*Approved: April 30, 2015*

*Updated: October 26, 2017*

*Updated: October 27, 2022*

- The specialized window blinds in the Local History Room are to remained closed at all times in order to prevent sun damage to historic items.





**Library Usage:** It is the policy of the Petoskey District Library (PDL) Board of Trustees to have the Library open to all for general use and for participating in programs, events, or classes, in accordance with the following guidelines:

**Circulation of materials:** is limited to Library card holders, including PDL resident and non-resident cards. PDL participates in the PAC2 Consortium and accepts all PAC2 library cards, including: Boyne, Boyne Falls, Walloon Village, Charlevoix, Cheboygan, Presque Isle County, Alcona County, Montmorency County, Mackinaw, Bliss Twp., Pellston, and Tahquamenon Area Public Libraries. (Library of Things not eligible for PAC2 reciprocal borrowers.)

If a patron is blocked or barred from using their library card, they are not allowed privileges as an authorized user on any other cards.

PDL also has reciprocal borrowing agreements and accepts library cards from any of the following libraries: Beaver Island District Library, Elk Rapids District Library, Fife Lake Library, Indian River Area Library, Kalkaska County Library, Oscoda County Library, Otsego County Libraries, Suttons Bay-Bingham District Library, Traverse Area District Library, and Wolverine Community Library. Cardholders from these libraries must present proof of address and their library card at the circulation desk in order to register.

### Resident Cards:

- The Petoskey District Library offers borrowing privileges to all residents and property owners within the City of Petoskey, and the townships of Bear Creek, Little Traverse, Resort, and Springvale, known as the Library's "district".
- For patrons 13 years and older, the patron must provide identification to show proof of residency within the district.
- For patrons twelve years of age and under, a parent or legal guardian must show proof of residency within the district and sign the minor's Library card application. If the parent or legal guardian has their own Petoskey District Library card, said card must be in good standing (not barred or blocked) in order to sign for a minor's card.
- Library district resident cards expire after four years from the issue date. At that time, contact information will be confirmed and if still eligible, the card renewed for another four-year period.
- Temporary one-month privilege is granted for residents who do not have sufficient proof of address available during registration (3 items at a time checkout limit, Library of Things and Hotspots are ineligible). After proof of address is given, ~~a Library card number will be issued and~~ the privilege will be updated.

**Non-resident Cards:**

- **EDU Card:** Students who attend school within the City of Petoskey or the township of Bear Creek, Little Traverse, Resort, or Springvale will be offered a one year, non-resident card at no charge.
  - Students 13 and older must visit the Library and show proof of address and proof of matriculation.
  - Students twelve and under must visit the Library with a parent or guardian who must show proof of address and proof of matriculation.
  - EDU Cards are active for one year.
  - To renew an EDU card, the student should bring in current proof of matriculation to update the card for another school year.
  - EDU cards can be issued and renewed at Petoskey High School with assistance from the PHS Media Aide.
- **EMPL Card:** People employed by a company/organization that is within the City of Petoskey or the townships of Bear Creek, Little Traverse, Resort, or Springvale, will be offered a one year, non-resident card at no charge, unless eligible for a PAC2 Consortium or reciprocal library card.
  - The patron must visit the Library and show proof of address and proof of employment with a current (within the past month) pay-check stub.
  - EMPL Cards expire one year from issue date.
  - To renew an EMPL Card, the patron must visit the Library and bring proof of continued employment in the district with a current (within the past month) pay-check stub.
- **NonRes Card:** If a patron would like borrowing privileges but does not meet the criteria above, a non-resident card may be purchased.
  - A yearly card is available for \$ 95.00; a six-month card is available for \$50; and a 3-month card is available for \$25.00.
  - NonRes cards will expire either one year, six months, or three months from issue date, depending on the card purchased.
  - To renew a NonRes Card, the patron must update contact information and pay the Library card fee either in person or over the phone.

**Loan Policies:**

- Books, Audio Books, and CDs – three weeks
- New fiction books – two weeks
- Lucky Day Books – one week, no renewals, no holds
- DVDs – one week
- Magazines (except current issue which does not circulate) – three weeks
- Kindle e-Readers – three weeks
- Wi-Fi Hotspots – two weeks
- Library of Things – 1 week
- Digital library items – varies by service

### Renewals:

Most items may be renewed unless there is a waiting list for the item. Renewals may be done using the PAC2 app, at the main desk, by phone, or online through our online catalog. Items may be renewed up to two times. Lucky Day books may not be renewed.

### Reserves/Holds:

Reserves/holds can be placed on any circulating item in the catalog, except for Lucky Day Books. Reserves may be placed using the PAC2 app, at an information desk, by phone, or online through our catalog. When the item becomes available, the patron will be notified via email, text, or phone.

### Overdues:

An overdue notice will be sent after two weeks; a second notice or call will be sent after four weeks; at eight weeks overdue, the patron will be charged replacement cost for the item. After ten weeks, if items have not been returned, the patron information may be sent to Unique Management Systems (UMS) for collections. [Please see the Long Overdue Policy for more details.](#)

### Fees:

- Damaged or lost items: Replacement cost, plus a \$5.00 processing fee. Replacement cost will be refunded with return of un-damaged item, up to three months after payment
- Photocopies and computer printing: B & W – 10 cents/page; Color – 25 cents/page
- 3D Prints: \$1.00 per print, plus 5 cents/gram over 10 grams of weight
- Lamination: 25cents for 8 ½ x 11; 40cents for 11 x 17; 10cents for business card size
- Photo prints in the Makerspace: 50 cents / print
- Buttons from the Makerspace: the first ten buttons are free, and then each button over that is 10 cents per button.
- Fax service: outgoing, no charge; incoming – 10 cents per page.
- Notary Service: no charge
- Book sale: Prices posted
- Non-resident Library Card: \$95.00/year, \$50.00/six months, or \$25.00/quarter.
- Meeting Room fee for use by for-profit groups: \$25.00/use
- Labyrinth fee for use by for-profit groups: \$25.00/use
- Overdue fines will only be assessed on Library equipment and items in the Library of Things collection. Equipment and Library of Things items will be assessed overdue fines in the amount of \$5.00 per day late fee after their stated grace period.
- Library merchandise – prices will be posted