



GLADSTONE CITY COMMISSION REGULAR MEETING

City Hall Chambers – 1100 Delta Avenue
July 08, 2024
6:00 PM

AGENDA

CALL TO ORDER

1. Invocation
2. Pledge of Allegiance
3. Roll Call

PUBLIC HEARINGS

PUBLIC COMMENT

4. Awards Presentation

CONFLICTS OF INTEREST

CONSENT AGENDA

5. Planning Commission Meeting Minutes of April 9, 2024
6. DDA Regular Meeting Minutes of May 21, 2024
7. City Commission Regular Meeting Minutes of June 24, 2024
8. Payment of Bills

UNFINISHED BUSINESS

9. ATC Offer for Easement - Table to 7/22/2024

NEW BUSINESS

10. Wastewater Upgrades Request for Disbursement of Funds Draw #24.
11. IBEW 906 Supervisory Union Contract
12. PSO - Command Union Letter of Agreement - MERS
13. POLC Officers Union Letter of Agreement - MERS
14. Authorize City Clerk to Appoint Election Inspectors for August 6, 2024 State Primary Election

CITY MANAGER'S REPORT

CITY COMMISSION & COMMITTEE REPORTS

BOARDS & COMMISSIONS REPORTS

CITY COMMISSIONER COMMENTS

CITY CLERK COMMENTS

CLOSED SESSION

ADJOURNMENT

The City of Gladstone will provide all necessary, reasonable aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting to individuals with disabilities at the meeting/hearing upon five days notice to the City of Gladstone. Individuals with disabilities requiring auxiliary aids or services should contact the City of Gladstone by writing or calling City Hall at (906) 428-2311.

Posted: 07-05-2024

Kimberly Berry, MiPMC
906-428-2311
kberry@gladstonemi.gov

RULES FOR PUBLIC COMMENT/ PUBLIC HEARINGS

(Excerpt from City Commission Rules of Procedure Adopted: 11-25-2019)

A. Public Comment / Public Hearings

At regular and special meetings of the commission, individuals wishing to be heard may address the commission during the public comment/public hearing periods as set forth in the agenda under the following rules:

1. Each speaker shall state name and address for the record.
2. Each speaker is limited to three (3) minutes of comment unless the presiding officer decides more time is necessary
3. Each speaker shall try to be concise and refrain from repeating comments already addressed by the commission.
4. Speakers who do not cease speaking when asked to do so will be deemed out of order and will not be allowed to address the commission again for the remainder of the meeting; continued disruption will warrant removal from the meeting.
5. The commission shall not decide issues that arise during public comment.
6. Speakers should address the commission through the presiding officer.
7. Commissioners and staff will not debate with the public.
8. Speakers will not verbally attack City Commissioners, City Staff or members of the public attending the meeting. Any such behavior will not be tolerated and any person presenting in this manner will be warned by the Mayor and shall be removed by Public Safety for noncompliance.
9. No vulgar or obscene language will be used by the speakers.
10. Any information the speaker wants to distribute to the Commission must first ask the Chair (Mayor) if they may present the Commission written comments at the meeting.
11. Speakers may not ask questions of the board during this time as the Commission or Staff will not address them during this public comment period.

GLADSTONE



City of Gladstone, MI

1100 Delta Avenue
Gladstone, MI 49837
www.gladstonemi.org

**MEETING TYPE
STAFF REPORT**

Agenda Date: July 8, 2024

**Eric Buckman, City
Manager:**

Department: Public Safety

Department Head Name:

Ronald L. Robinson

Presenter: Ronald L. Robinson

Kim Berry, City Clerk:

This form and any background material must be approved by the City Manager, then delivered to the City Clerk by 4:00 PM the Tuesday prior to the Commission Meeting.

AGENDA ITEM TITLE:

Awards Presentation

BACKGROUND:

- 1) In the early morning hours of May 30, 2024, PSO Dylan Nadeau-Enright was dispatched to a structure fire at New Dahn Rising Assisted Living.
- 2) On arrival, within 2 minutes, PSO Nadeau-Enright observed flames coming from the southwest corner of the building; along with the back door & patio area.
- 3) Due to the outstanding relationship with the Michigan State Police and Delta Counties excellent sharing of services, Michigan State Police Trooper Stephen Strom and Isaac Cooper also responded to assist PSO Nadeau-Enright.
- 4) PSO Dylan Nadeau-Enright, Trooper Stephen Strom and Trooper Isaac Cooper were advised 5 residents were still inside the residence: some with mobility issues.
- 5) All three, without hesitation, entered the building and successfully rescued the 5 subjects.
- 6) There is no doubt without their actions on this day, lives would have been lost.
- 7) It's a great honor to present the following Lifesaving awards to:

PSO Dylan Nadeau-Enright, Trooper Stephen Strom and Trooper Isaac Cooper

The above incident is another testament of the outstanding, and dedicated, service that all first responders provide daily.

FISCAL EFFECT:

None

SUPPORTING DOCUMENTATION:

Certificates

RECOMMENDATION:

Present certificates & take photographs

GLADSTONE PUBLIC SAFETY DEPARTMENT



*IN RECOGNITION TO SERVICE RENDERED TO THE GLADSTONE PUBLIC SAFETY DEPARTMENT AND THE
CITIZENS OF THE CITY OF GLADSTONE*

MICHIGAN STATE POLICE TROOPER STEPHEN STROM

*THIS LIFESAVING AWARD IS HEREBY PRESENTED TO TROOPER STEPHEN STROM FOR HIS BRAVERY AND
HEROIC ACTIONS TAKEN ON MAY 30, 2024, THAT LED TO THE SAVING OF (5) LIVES, ALL WHO WERE
TRAPPED IN A STRUCTURE FIRE ON DELTA AVENUE. YOUR EFFORTS PROVED EXCEPTIONAL IN THE
PERFORMANCE OF YOUR DUTY AND THE GLADSTONE PUBLIC SAFETY DEPARTMENT COMMENDS YOU FOR
YOUR PROFESSIONALISM.*

6-18-2024

DATE

Ronald L. Robinson

DIRECTOR OF PUBLIC SAFETY

GLADSTONE PUBLIC SAFETY DEPARTMENT



*IN RECOGNITION TO SERVICE RENDERED TO THE GLADSTONE PUBLIC SAFETY DEPARTMENT AND THE
CITIZENS OF THE CITY OF GLADSTONE*

MICHIGAN STATE POLICE TROOPER ISAAC COOPER

*THIS LIFESAVING AWARD IS HEREBY PRESENTED TO TROOPER ISAAC COOPER FOR HIS BRAVERY AND
HEROIC ACTIONS TAKEN ON MAY 30, 2024, THAT LED TO THE SAVING OF (5) LIVES, ALL WHO WERE
TRAPPED IN A STRUCTURE FIRE ON DELTA AVENUE. YOUR EFFORTS PROVED EXCEPTIONAL IN THE
PERFORMANCE OF YOUR DUTY AND THE GLADSTONE PUBLIC SAFETY DEPARTMENT COMMENDS YOU FOR
YOUR PROFESSIONALISM.*

6-18-2024

DATE

Ronald L. Robinson

DIRECTOR OF PUBLIC SAFETY

GLADSTONE PUBLIC SAFETY DEPARTMENT



*IN RECOGNITION TO SERVICE RENDERED TO THE GLADSTONE PUBLIC SAFETY DEPARTMENT AND THE
CITIZENS OF THE CITY OF GLADSTONE*

PUBLIC SAFETY OFFICER DYLAN NADEAU-ENRIGHT

*THIS LIFESAVING AWARD IS HEREBY PRESENTED TO PSO DYLAN NADEAU-ENRIGHT FOR HIS BRAVERY AND
HEROIC ACTIONS TAKEN ON MAY 30, 2024, THAT LED TO THE SAVING OF (5) LIVES, ALL WHO WERE
TRAPPED IN A STRUCTURE FIRE ON DELTA AVENUE. YOUR EFFORTS PROVED EXCEPTIONAL IN THE
PERFORMANCE OF YOUR DUTY AS A PUBLIC SAFETY OFFICER AND THE DEPARTMENT COMMENDS YOU FOR
YOUR PROFESSIONALISM.*

6-18-2024

DATE

Ronald L. Robinson

DIRECTOR OF PUBLIC SAFETY



GLADSTONE PLANNING COMMISSION SPECIAL MEETING

City Hall Chambers – 1100 Delta Avenue
April 09, 2024
5:00 PM

A Regular Meeting of the Gladstone Planning Commission will be held on Tuesday, April 09, 2024 at 5:00 PM hosted at City Hall Chambers – 1100 Delta Avenue.

MINUTES

CALL TO ORDER: Commissioner Haulotte called the meeting was called to order at 5:00 PM.

ROLL CALL: Commissioners Present: Haulotte, Woodworth, DeFiore & Leonard

Commissioners Excused: Strom, Butch, Noreus

APPROVAL AND/OR CORRECTIONS OF:

1. Regular Planning Minutes of March 5, 2024

Motion by Commissioner Woodworth; seconded by Commissioner DeFiore to approve the Regular Meeting Minutes of March 5, 2024 & Regular Meeting Minutes of April 2, 2024. MOTION CARRIED

ADDITIONS TO AGENDA: Commissioner Haulotte added Regular Meeting Minutes of April 2, 2024 to the agenda for approval.

PUBLIC HEARINGS: None

UNFINISHED BUSINESS

2. Master Plan Amendment

Patricia West & Renée Barron reviewed the proposed changes to the Master Plan. The process has taken almost two years to complete with the Planning Commission Sub-Committee and department heads. The Commissions asked for clarification on a few categories and Patricia reviewed the timeline and next steps.

Motion by Commission Leonards; seconded by Commissioner Woodworth to submit the proposed master plan amendment to the legislative body for review and comment.

NEW BUSINESS: None

PUBLIC COMMENT: None

INFORMATION SHARING: None

COMMISSIONER COMMENTS: None

CITY CLERK COMMENTS: None

ADJOURNMENT: Meeting adjourned at 5:25PM



GLADSTONE DOWNTOWN DEVELOPMENT AUTHORITY

City Hall Chambers – 1100 Delta Avenue
 May 21, 2024
 8:00 AM

MINUTES

CALL TO ORDER

Board Chair, Jay Bostwick, called the meeting to order at 8:00 AM ET.

1. Roll Call

PRESENT	ABSENT
Joe Thompson	Nathan Neumier
Daniel Becker	
Jacob Taylor	
Jay Bostwick	
Jason Lippens	
Kyle Closs	
Melissa Silta (Arrived at 8:02 AM)	
Robert LeDuc	

Staff Present: Eric Buckman, Wendy Taavala, & Patricia West

PUBLIC COMMENT

None.

APPROVAL OF MINUTES

2. Regular Meeting Minutes - April 16, 2024

Motion made by Closs, seconded by LeDuc to approve the regular meeting minutes from April 16, 2024.

Voting Yea: Thompson, Becker, Taylor, Bostwick, Lippens, Closs, Silta, LeDuc

MOTION CARRIED.

FINANCIALS

3. March Revenue & Expenditure Report

A review of the year end March financials was provided. The 2023-2024 financials have not yet been audited.

CONFLICTS OF INTEREST

ADDITIONS TO THE AGENDA

Agenda item number eight was amended to read "Digital Media Proposal"

UNFINISHED BUSINESS

4. North Shore Development

City Manager, Eric Buckman, informed the board that he received an updated proposal from the developer on May 20, 2024.

5. Recommendation to Hire Farmers Market Coordinator | Marla Pryal

Motion made by Closs, seconded by Silta to extend an offer to Marla Pryal to fulfill the Farmers Market Coordinator position for \$17.00/hour.

Voting Yea: Thompson, Becker, Taylor, Bostwick, Lippens, Closs, Silta, LeDuc

MOTION CARRIED.

NEW BUSINESS

6. DDA Board Member Term Expirations - Jay Bostwick & Robert LeDuc

Motion made by Closs, seconded by Becker to recommend Jay Bostwick and Robert LeDuc to the mayor for reappointment to the Downtown Development Authority, subject to the approval by a majority vote of the members elect of the City Commission, with a new term expiration of May 2028.

Voting Yea: Thompson, Becker, Taylor, Bostwick, Lippens, Closs, Silta, LeDuc

MOTION CARRIED.

7. Code Enforcement Partnership Opportunities

Code Enforcement Official, George Sailer, presented status updates on properties he is working on within the downtown. Two handouts were provided with before/after photos of properties.

Code Enforcement covers a broad spectrum of violations, from significant safety/building code violations, so smaller infractions, such as unkept yards, signs in the boulevard, and improperly parked recreational vehicles.

The Vision & Opportunity Subcommittee plans to consider partnership opportunities with Code Enforcement in the future.

8. ~~Orange Cat~~ Digital Media Proposal

Motion made by Closs, seconded by Silta to fund up to \$4000 to enter a digital marketing contract in partnership with the City of Gladstone. The contract would be intended to renew form year to year, unless otherwise stated in writing by either party at least one month prior to the contract renewal date.

Voting Yea: Thompson, Becker, Taylor, Bostwick, Lippens, Closs, Silta, LeDuc

MOTION CARRIED.

CITY COMMENTS & REPORTS

9. City Manager

- **Special Assessment:** In lieu of the public notice sent out regarding the City Commission considering a special assessment to enter into Michigan Public Act 33 of 1951, City Manager Eric Buckman presented an overview of the City of Gladstone Taxes, titled "Understanding your Tax Bill". This is the same presentation which was presented at the City Commission Meeting on 05/13/2024.
- **The Oaks:** Manager Buckman also updated the board that he has been informed by the City of Gladstone's attorney that the issue with the Oaks is now resolved.
- **North Shore Development:** As a follow-up to the North Shore Development, the City of Gladstone intends to build a North Shore Committee once an investor/developer has been secured, and DDA representation will be included on that committee.

10. Community Development Director

None.

11. DDA Coordinator

- **Facade Grant:** Reminder that the facade grant application will go live at the end of the summer.
- **Farmers Market:**
 - The first market of the season will be June 3rd
 - 14 Vendor Application as of 05/20/2024
 - Picnic Tables are assembled and down at the Market Square
- **Fee Schedule:** The City of Gladstone reviews its fee schedule each June, so Patricia plans to review the DDA's existing fees to see if any changes should be recommended.
- **Historical Marker Signs:** Patricia West recently met with Ann Jousma Miller to learn about the historical building marker signs she is working with a committee on. A map of the signs will be put up on the City of Gladstone website, and there may be future opportunity for the DDA to collaborate on this initiative.
- **New Businesses in the Downtown:** There are two new businesses set to open downtown which Patricia West would like to connect with.
 - Superbloom Coffee
 - Saunders Point Brewing
- **Recreation Advisory Board Meeting:** Patricia attended the Parks & Recreation Advisory Board Meeting on May 7, 2024 to discuss how the two boards could work together in the future.

BOARD COMMENTS & REPORTS

PUBLIC COMMENT

The following individuals spoke under Public Comment:

- Cathy Sjoquist, Recreation Advisory Board Member, spoke on beautification efforts around the City of Gladstone
- Lisa Thomas, Owner of McCarthy's Maytag Laundry & Gladstone Laundromat, provided a handout and spoke on the need for a public restroom facility in the downtown.

ADJOURNMENT

Motion made by LeDuc, seconded by Silta to adjourn at 9:33 AM ET

Voting Yea: Thompson, Becker, Taylor, Bostwick, Lippens, Closs, Silta, LeDuc

MOTION CARRIED.



GLADSTONE CITY COMMISSION REGULAR MEETING

City Hall Chambers – 1100 Delta Avenue
June 24, 2024
6:00 PM

MINUTES

Mayor Thompson called the meeting to order, Commissioner Pontius gave the Invocation followed by Pledge of Alliegence.

Clerk Berry called the roll:

PRESENT

Mayor Joe Thompson

Commissioner Judy Akkala

Mayor Pro-Tem Brad Mantela

Commissioner Robert Pontius

ABSENT: None

VACANCY: One

The following individuals spoke under Public Comment:

Mr. Dave Cowen, 1424 Wisconsin Avenue

Mrs. Diane Weber, 325 Delta Avenue

Mayor Joe Thompson informed the Commission members of the applicants for City Commission Vacancy that Mr. Roger Aho is his brother-in-law.

The Commission declared this was not a conflict and Mayor Thompson should participate.

Motion made by Commissioner Akkala, Seconded by Commissioner Pontius to approve the consent agenda as presented.

Applicants for the vacant Commissioner seat present, Roger Aho, Teresa Evans, Brian Godfrey, Stephen O'Driscoll and Carolyn Povich. Steve Kwarciany is out of the country and could not attend.

Mayor Thompson invited each candidate to introduce themselves and Commissioners were able to ask questions.

Commissioners then completed ranking sheets and submitted them to Clerk Berry to tally. The results were as follows:

#1 Rank - Stephen O'Driscoll

2 Rank - Roger Aho, Scott Kwarciany and Carolyn Povich (three way tie)

3 Rank - Brian Godfrey

4 Rank - Teresa Evans

Motion made by Commissioner Akkala, Seconded by Commissioner Pontius to appoint Mr. Stephen O'Driscoll to fill the Commissioner vacancy until November 2024.

MOTION CARRIED

Mr. Stephen O'Driscoll joined the City Commission and was sworn in by Clerk Kim Berry.

Motion made by Mayor Pro-Tem Mantela, Seconded by Commissioner Akkala approved hiring Dorner Company and NMR to replace North Drain Valve and Actuator and amend the water budget in the amount of \$22,305.00.

MOTION CARRIED

Motion made by Mayor Pro-Tem Mantela, Seconded by Commissioner Pontius to table the ATC Offer for Easement to Monday, July 8, 2024 regular meeting.

MOTION CARRIED

Motion made by Commissioner Akkala, Seconded by Mayor Thompson to approve Change Order No. 10 as recommended by C2AE Engineering for a net increase to the contract price of \$9,082.00.

MOTION CARRIED

Motion by Mayor Pro-Tem Mantela, seconded by Commissioner O'Driscoll to approve the extension of the summer property tax due date to September 16, 2024 to coincide with the State of Michigan deadline.

MOTION CARRIED

Motion made by Mayor Thompson, Seconded by Commissioner Akkala to assess miscellaneous invoice and past due utility balances on the Summer 2024 property tax bills accordingly:

June 24, 2024 6:00 PM
Gladstone, MI

UTILITIES
OFF TO TAXES
Summer 2024

Account No	Parcel ID	Acct Name	Service Address	Owner Name	Utility Balance	Notes
1213-31	052-621-007-00	Delta Hide	408 N 9th St	Clinton Seawright	\$ 203.33	inspection
1352-30	052-621-010-00	DelFab	101 N 12th St	DelFab	\$ 3,849.79	
1353-30	052-621-010-00	DelFab	101 N 12th St	DelFab	\$ 550.76	
1354-31	052-409-014-00	Shirley Pardee	553 N 12th St	Mildred Johnivan	\$ 622.35	former owner
1394-31	052-353-013-00	Laurel Allen	565 N 15th St	V Realty	\$ 90.72	former owner
1453-31	052-621-076-00	Elizabeth Swanson	205 N 17th St	Jessie Wycoff	\$ 4.53	former owner
1624-31	052-175-023-00	Kelly Norkooli	433 29th St	Kelly Norkooli	\$ 162.96	refuse pickup
1630-30	052-617-009-00	Leon Smiltneck	611 29th St	Leon Smiltneck	\$ 789.52	closed owner account
2039-31	052-024-009-00	Theodore and Lucia Hall	614 Dakota Ave	Theodore and Lucia Hall	\$ 155.91	closed owner account
2834-31	052-616-017-00	Bayshore Resort	1323 N Lakeshore Dr	Jeff Diebolt II	\$ 517.31	former owner
3188-30	052-042-004-00	James Renner	807 Minnesota Ave	Charissa Renner	\$ 714.30	former owner
3234-44	052-065-006-00	Saberniak Holdings LLC	1111 Minnesota Ave	Saberniak Holdings LLC	\$ 4.79	landlord account
3368-33	052-070-002-00	Patti Gartland	1205 Montana Ave	Jeffrey and Brandy Torvinen	\$ 39.53	former owner
3653-32	052-371-020-00	Paul Seger	25 Parkway Dr	Tim Seger	\$ 158.68	family member living there previously
3667-36	052-371-044-00	Tracy Harris	1 Pinewood Dr	Tracy Harris	\$ 83.71	landlord account
3928-34	052-076-002-00	Hope Deneau	1205 Superior Ave	Hope Deneau	\$ 86.88	closed owner account
4243-35	052-018-002-00	Jeremy Richer	505 Wisconsin Ave	Jeremy Richer	\$ 184.40	landlord account
					\$ 8,219.47	

Business	\$ 4,400.55	53.54%
Landlord	\$ 272.90	3.32%
Back to Bank		0.00%
Enforced shutoff	\$ 203.33	2.52%
Vacant		0.00%
Prev Owner/Tenant	\$ 3,179.73	38.69%
Subtotal	\$ 8,056.51	
All Others	\$ 162.96	1.98%
Total	\$ 8,219.47	

Comparisons (totals w/o 10% penalty)	
Winter 2023	\$ 7,119.87
Summer 2023	\$7,987.45
Winter 2022	\$3,096.47
Summer 2022	\$28,340.93
Winter 2021	\$4,857.88
Summer 2021	\$2,268.48
Winter 2020	\$ 21,956.01
Summer 2020	\$ 12,346.63

MISC INVOICES
OFF TO TAXES
SUMMER 2024

PARCEL #	NAME	SERVICE ADDRESS	INVOICE #	DESCRIPTION	AMOUNT	10 % PENALTY	TOTAL
052-051-003-00	Heavenlee Royer	909 Michigan Ave	2939	snow removal	\$ 59.40	\$ 5.94	\$ 65.34
052-016-012-00	Angelina Moore	523 Delta Ave	2950	snow removal	\$ 59.40	\$ 5.94	\$ 65.34
052-024-009-00	Theodore and Lucia Hall	614 Dakota Ave	2840	lawn mowing	\$ 132.00	\$ 13.20	\$ 145.20
052-002-003-00	Raeann Brown and Carrie Rassmusson	211 Wisconsin Ave	2839	lawn mowing	\$ 132.00	\$ 13.20	\$ 145.20
052-371-013-00	Sherry Myers or Jamie and Wendy Webber	11 Parkway Dr	2877	rental certification/inspection late cancel	\$ 60.50	\$ 6.05	\$ 66.55
052-051-004-00	Tammy Varney	913 Michigan Ave	2938	snow removal	\$ 59.40	\$ 5.94	\$ 65.34
052-004-017-00	Theresa and Glen Green	324 Minnesota Ave	2936	snow removal	\$ 89.10	\$ 8.91	\$ 98.01
052-011-011-00	Ashley Bark	421 Minnesota Ave	2935	snow removal	\$ 59.40	\$ 5.94	\$ 65.34
052-011-013-00	Noah Johnson	427 Minnesota Ave	2934	snow removal	\$ 89.10	\$ 8.91	\$ 98.01
052-304-001-00	Better Delta	923 Wisconsin Ave	2922	snow removal	\$ 89.10	\$ 8.91	\$ 98.01
052-016-009-00	Timothy Marks	517 Delta Ave	2952	snow removal	\$ 59.40	\$ 5.94	\$ 65.34
052-200-018-10	Amy Wellman and Marlyn Wellman	212 Dakota Ave	2946	snow removal	\$ 59.40	\$ 5.94	\$ 65.34
052-079-001-00	Daniel and Debra Mead	1301 1/2 Superior Ave	3073	broken inspection	\$ 35.70	\$ 3.57	\$ 39.27
052-076-002-00	Connie Johnson	1205 Superior Ave	2990	rental inspection	\$ 37.10	\$ 3.71	\$ 40.81
052-621-005-20	Charles and Deanna Kang	400 N 10th St	3022	code violation	\$ 52.00	\$ 5.20	\$ 57.20
052-621-007-00	Clinton and Amelia Seawright	408 N 9th St	3036	code violation	\$ 520.00	\$ 52.00	\$ 572.00
052-383-460-00	Robert or Heatherlynn Plimpton	58 Tipperary Rd	2787	NSF fee	\$ 30.00	\$ 3.00	\$ 33.00
052-038-008-00	Darren Louis	814 Minneapolis Ave	3023	broken inspection	\$ 36.40	\$ 3.64	\$ 40.04
052-038-008-00	Darren Louis	814 Minneapolis Ave	2974	broken inspection	\$ 37.10	\$ 3.71	\$ 40.81
052-038-008-00	Darren Louis	814 Minneapolis Ave	2913	broken inspection	\$ 37.80	\$ 3.78	\$ 41.58
052-406-002-00	Michelle Valdez	525 N 11th St	2919	rental certification	\$ 16.20	\$ 1.62	\$ 17.82
052-406-002-00	Michelle Valdez	525 N 11th St	2828	rental inspection	\$ 39.90	\$ 3.99	\$ 43.89
052-274-024-00	Justin Corwin	613 N 9th St	2904	code violation	\$ 54.00	\$ 5.40	\$ 59.40
052-274-024-00	Justin Corwin	613 N 9th St	2957	code violation	\$ 270.00	\$ 27.00	\$ 297.00
052-274-024-00	Justin Corwin	613 N 9th St	2984	code violation	\$ 530.00	\$ 53.00	\$ 583.00
052-274-024-00	Justin Corwin	613 N 9th St	3018	code violation	\$ 520.00	\$ 52.00	\$ 572.00
052-274-024-00	Justin Corwin	613 N 9th St	3031	code violation	\$ 520.00	\$ 52.00	\$ 572.00
052-274-024-00	Justin Corwin	613 N 9th St	3076	code violation	\$ 510.00	\$ 51.00	\$ 561.00
052-018-008-00	Carrie Rochefort and Dennis McCauley	524 Michigan Ave	3027	televis lateral	\$ 57.20	\$ 5.72	\$ 62.92
052-273-010-00	Carrie Rochefort	618 N 7th St	3062	rental inspection	\$ 35.70	\$ 3.57	\$ 39.27
052-033-011-00	Kelly Springer and Alexis Springer	721 1/2 Minnesota Ave	2975	rental inspection	\$ 37.10	\$ 3.71	\$ 40.81
052-033-011-00	Kelly Springer and Alexis Springer	721 1/2 Minnesota Ave	3065	broken inspection	\$ 35.70	\$ 3.57	\$ 39.27
052-371-018-00	Brandon Harris	21 Parkway Ave	2956	code violation	\$ 54.00	\$ 5.40	\$ 59.40
052-371-018-00	Brandon Harris	21 Parkway Ave	2991	code violation	\$ 265.00	\$ 26.50	\$ 291.50
052-371-018-00	Brandon Harris	21 Parkway Ave	3030	code violation	\$ 520.00	\$ 52.00	\$ 572.00
052-371-018-00	Brandon Harris	21 Parkway Ave	3078	code violation	\$ 510.00	\$ 51.00	\$ 561.00
052-073-012-00	William and Kelly Cavanaugh	1210 Michigan Ave	2902	code violation	\$ 54.00	\$ 5.40	\$ 59.40
052-073-012-00	William and Kelly Cavanaugh	1210 Michigan Ave	2958	code violation	\$ 270.00	\$ 27.00	\$ 297.00
052-073-012-00	William and Kelly Cavanaugh	1210 Michigan Ave	2992	code violation	\$ 530.00	\$ 53.00	\$ 583.00
052-073-012-00	William and Kelly Cavanaugh	1210 Michigan Ave	3028	code violation	\$ 520.00	\$ 52.00	\$ 572.00
052-073-012-00	William and Kelly Cavanaugh	1210 Michigan Ave	3079	code violation	\$ 510.00	\$ 51.00	\$ 561.00
052-091-002-00	Cally Dittrich	1409 Delta Ave	3024	rental inspection	\$ 36.40	\$ 3.64	\$ 40.04
052-091-002-00	Cally Dittrich	1409 Delta Ave	2918	broken inspection and code violation	\$ 577.80	\$ 57.78	\$ 635.58
052-091-002-00	Cally Dittrich	1409 Delta Ave	2885	broken inspection and code violation	\$ 588.50	\$ 58.85	\$ 647.35

MISC INVOICES
 OFF TO TAXES
 SUMMER 2024

PARCEL #	NAME	SERVICE ADDRESS	INVOICE #	DESCRIPTION	AMOUNT	10 % PENALTY	TOTAL
052-091-002-00	Cally Dittrich	1409 Delta Ave	2864	broken inspection and code violation	\$ 313.50	\$ 31.35	\$ 344.85
052-091-002-00	Cally Dittrich	1409 Delta Ave	2851	broken inspection and code violation	\$ 93.50	\$ 9.35	\$ 102.85
052-076-018-00	Christina Flatt and Colleen Bourdeau	1220 Delta Ave	3064	code violation	\$ 510.00	\$ 51.00	\$ 561.00
052-076-018-00	Christina Flatt and Colleen Bourdeau	1220 Delta Ave	3034	code violation	\$ 520.00	\$ 52.00	\$ 572.00
052-076-018-00	Christina Flatt and Colleen Bourdeau	1220 Delta Ave	3016	code violation	\$ 520.00	\$ 52.00	\$ 572.00
052-076-018-00	Christina Flatt and Colleen Bourdeau	1220 Delta Ave	2982	code violation	\$ 530.00	\$ 53.00	\$ 583.00
052-076-018-00	Christina Flatt and Colleen Bourdeau	1220 Delta Ave	2887	code violation	\$ 550.00	\$ 55.00	\$ 605.00
052-076-018-00	Christina Flatt and Colleen Bourdeau	1220 Delta Ave	2874	code violation	\$ 550.00	\$ 55.00	\$ 605.00
052-076-018-00	Christina Flatt and Colleen Bourdeau	1220 Delta Ave	2856	code violation	\$ 550.00	\$ 55.00	\$ 605.00
052-076-018-00	Christina Flatt and Colleen Bourdeau	1220 Delta Ave	2835	code violation	\$ 550.00	\$ 55.00	\$ 605.00
052-076-018-00	Christina Flatt and Colleen Bourdeau	1220 Delta Ave	2807	code violation	\$ 285.00	\$ 28.50	\$ 313.50
052-076-018-00	Christina Flatt and Colleen Bourdeau	1220 Delta Ave	2809	code violation	\$ 570.00	\$ 57.00	\$ 627.00
052-076-018-00	Christina Flatt and Colleen Bourdeau	1220 Delta Ave	2789	code violation	\$ 59.00	\$ 5.90	\$ 64.90
052-076-018-00	Christina Flatt and Colleen Bourdeau	1220 Delta Ave	2746	broken rental inspection	\$ 42.00	\$ 4.20	\$ 46.20
052-200-025-00	William and Fenneta Raymond	409 Elm St	3026	broken rental inspection and code violation	\$ 556.40	\$ 55.64	\$ 612.04
052-200-025-00	William and Fenneta Raymond	409 Elm St	2993	broken rental inspection and code violation	\$ 567.10	\$ 56.71	\$ 623.81
052-200-025-00	William and Fenneta Raymond	409 Elm St	2964	broken rental inspection and code violation	\$ 567.10	\$ 56.71	\$ 623.81
052-200-025-00	William and Fenneta Raymond	409 Elm St	2909	broken rental inspection and code violation	\$ 577.80	\$ 57.78	\$ 635.58
052-200-025-00	William and Fenneta Raymond	409 Elm St	2875	broken rental inspection and code violation	\$ 588.50	\$ 58.85	\$ 647.35
052-200-025-00	William and Fenneta Raymond	409 Elm St	2853	broken rental inspection and code violation	\$ 313.50	\$ 31.35	\$ 344.85
052-200-025-00	William and Fenneta Raymond	409 Elm St	2819	broken rental inspection and code violation	\$ 91.80	\$ 9.18	\$ 100.98
052-200-025-00	William and Fenneta Raymond	409 Elm St	2792	broken rental inspection	\$ 41.30	\$ 4.13	\$ 45.43
052-200-025-00	William and Fenneta Raymond	409 Elm St	2755	broken rental inspection	\$ 42.00	\$ 4.20	\$ 46.20
052-171-024-00	Marc and Kellie Gillis	549 26th St	2980	code violation	\$ 530.00	\$ 53.00	\$ 583.00
052-171-024-00	Marc and Kellie Gillis	549 26th St	2954	code violation	\$ 540.00	\$ 54.00	\$ 594.00
052-171-024-00	Marc and Kellie Gillis	549 26th St	2903	code violation	\$ 540.00	\$ 54.00	\$ 594.00
052-171-024-00	Marc and Kellie Gillis	549 26th St	2879	code violation	\$ 550.00	\$ 55.00	\$ 605.00
052-171-024-00	Marc and Kellie Gillis	549 26th St	2860	code violation	\$ 550.00	\$ 55.00	\$ 605.00
052-171-024-00	Marc and Kellie Gillis	549 26th St	2842	code violation	\$ 275.00	\$ 27.50	\$ 302.50
052-171-024-00	Marc and Kellie Gillis	549 26th St	2818	code violation	\$ 57.00	\$ 5.70	\$ 62.70
052-094-010-00	Michael Olsen	1510 Minnesota Ave	3077	code violation	\$ 510.00	\$ 51.00	\$ 561.00
052-094-010-00	Michael Olsen	1510 Minnesota Ave	3032	code violation	\$ 520.00	\$ 52.00	\$ 572.00
052-094-010-00	Michael Olsen	1510 Minnesota Ave	3019	code violation	\$ 520.00	\$ 52.00	\$ 572.00
052-094-010-00	Michael Olsen	1510 Minnesota Ave	2983	code violation	\$ 530.00	\$ 53.00	\$ 583.00
052-094-010-00	Michael Olsen	1510 Minnesota Ave	2955	code violation	\$ 540.00	\$ 54.00	\$ 594.00
052-094-010-00	Michael Olsen	1510 Minnesota Ave	2899	code violation	\$ 540.00	\$ 54.00	\$ 594.00
052-094-010-00	Michael Olsen	1510 Minnesota Ave	2881	code violation	\$ 550.00	\$ 55.00	\$ 605.00
052-094-010-00	Michael Olsen	1510 Minnesota Ave	2861	code violation	\$ 550.00	\$ 55.00	\$ 605.00

MISC INVOICES
 OFF TO TAXES
 SUMMER 2024

PARCEL #	NAME	SERVICE ADDRESS	INVOICE #	DESCRIPTION	AMOUNT	10 % PENALTY	TOTAL
052-094-010-00	Michael Olsen	1510 Minnesota Ave	2843	code violation	\$ 550.00	\$ 55.00	\$ 605.00
052-094-010-00	Michael Olsen	1510 Minnesota Ave	2817	code violation	\$ 285.00	\$ 28.50	\$ 313.50
052-082-001-00	Kenneth Haswell	1301 Wisconsin Ave	3075	code violation	\$ 510.00	\$ 51.00	\$ 561.00
052-082-001-00	Kenneth Haswell	1301 Wisconsin Ave	3033	code violation	\$ 520.00	\$ 52.00	\$ 572.00
052-082-001-00	Kenneth Haswell	1301 Wisconsin Ave	3017	code violation	\$ 520.00	\$ 52.00	\$ 572.00
052-082-001-00	Kenneth Haswell	1301 Wisconsin Ave	2981	code violation	\$ 530.00	\$ 53.00	\$ 583.00
052-082-001-00	Kenneth Haswell	1301 Wisconsin Ave	2953	code violation	\$ 270.00	\$ 27.00	\$ 297.00
052-082-001-00	Kenneth Haswell	1301 Wisconsin Ave	2908	broken rental inspection	\$ 37.80	\$ 3.78	\$ 41.58
052-082-001-00	Kenneth Haswell	1301 Wisconsin Ave	2901	code violation	\$ 54.00	\$ 5.40	\$ 59.40
052-082-001-00	Kenneth Haswell	1301 Wisconsin Ave	2871	broken rental inspection	\$ 38.50	\$ 3.85	\$ 42.35
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -
				Total	\$28,401.60	\$2,840.16	\$31,241.76

MOTION CARRIED

Manager Buckman reported on the following:

Attended monthly EDC and DATA meeting

Assessor Janice Frizzell and I met with our attorney for four upcoming tax tribunal cases

Community Development Director and I met with Josh King regarding his property and status of the boat restaurant

Public Safety Director Ron Robinson, Treasurer Vicki Schroeder and I met with Gladstone Superintendent of Schools Jay Kulburtis and staff regarding the School Resource Officer plans and contract

I am learning the new BS & A payroll and invoice programs

Clerk Berry apologized for not moving the camera to the City Commission applicants during their introductions. She reported that ballots for the August election have not arrived yet but hopeful they will ship soon.

There being no further business before the City Commission, Mayor Thompson adjourned the meeting at 7:39 PM.

Mayor Joe Thomspson

City Clerk Kimberly Berry

CITY OF GLADSTONE
Monthly Bills Over \$5,000
July 8, 2024

Item 8.

Fund	Description	Amount
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None

Total Bills Over \$5,000 for Commission Approval	\$	-
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****Not Budgeted**

INFORMATION ONLY

June 2024 Accounts Payable - Attached
June 2024 Payroll by Fund - Attached

CHECK REGISTER FOR CITY OF GLADSTONE

CHECK DATE 06/01/2024 - 06/30/2024

Item 8.

Check Date	Check	Vendor Name	Amount
Bank BAY			
06/01/2024	1146(E)	U.S. BANK EQUIPMENT FINANCE	192.04
06/03/2024	79427	JANICE ANN FRIZZELL	3,291.67
06/04/2024	1147(E)	MICHIGAN DEPT OF TREASURY	14,086.50
06/04/2024	1148(E)	STATE OF MICHIGAN	10,269.32
06/04/2024	79428	ADDISON OCCHIETTI	1,000.00
06/04/2024	79429	CATHERINE SJOQUIST	54.95
06/04/2024	79430	CDW GOVERNMENT	7,550.00
06/04/2024	79431	CITY OF GLADSTONE	17,445.49
06/04/2024	79432	D & L JANITORIAL SUPPLY INC.	117.49
06/04/2024	79433	DEARBORN LIFE INSURANCE CO.	782.62
06/04/2024	79434	DELTA DOOR & DOCK	4,999.99
06/04/2024	79435	GORDON FOOD SERVICE, INC.	439.52
06/04/2024	79436	LEXIPOL, LLC	435.69
06/04/2024	79437	MARK CHRISTOFF	2,330.00
06/04/2024	79438	MEL'S LAWN, GARDEN & FEED	493.39
06/04/2024	79439	MENARDS - ESCANABA	281.35
06/04/2024	79440	MILAN SUPPLY COMPANY	244.66
06/04/2024	79441	MILLER, CANFIELD, PADDOCK & S	7,325.00
06/04/2024	79442	MR. TIRE	450.06
06/04/2024	79443	NORTHERN LIGHTS SHEDS	376.30
06/04/2024	79444	NU-WAY CLEANERS LAUNDRY & REN	21.75
06/04/2024	79445	PARAGON LABORATORIES, INC.	82.00
06/04/2024	79446	POMASL FIRE EQUIPMENT, INC.	257.01
06/04/2024	79447	QUARRYSTONE, INC	175.00
06/04/2024	79448	RICHARDS PRINTING INC.	52.76
06/04/2024	79449	STANDARD ELECTRIC COMPANY	34.82
06/04/2024	79450	STROPICH OIL CO.	5,939.80
06/04/2024	79451	TRISTAN MOLINARI	1,000.00
06/04/2024	79452	U.P. CONCRETE CO	30,000.00
06/04/2024	79453	USA BLUE BOOK	198.70
06/07/2024	79454	CITY OF GLADSTONE	65.00
06/10/2024	1156(E)	QUADIENT FINANCE USA, INC.	4,000.09
06/12/2024	79455	BRIAN WALLEN	300.00
06/12/2024	79456	HELAMAN SETH BROWN	400.00
06/12/2024	79457	CINDY COLLINS	200.00
06/13/2024	79477	DTE	18,028.00
06/14/2024	1154(E)	FICA, MEDICARE, FEDERAL	31,479.20
06/14/2024	1155(E)	NATIONWIDE RETIREMENT SOLUTIO	12.01
06/14/2024	79472	ALERUS FINANCIAL	21,338.22
06/14/2024	79473	IBEW LOCAL 876	175.43
06/14/2024	79474	MATRIX TRUST COMPANY	2,078.27
06/14/2024	79475	MICHIGAN STATE DISBURSEMENT U	199.31
06/14/2024	79476	POLICE OFFICERS LABOR COUNCIL	212.00
06/14/2024	79478	CITY OF GLADSTONE	87.97
06/19/2024	79479	TROY RODMAN	40.20
06/20/2024	1168(E)	MICHIGAN CONFERENCE OF TEAMST	62,224.05
06/20/2024	79480	3 BROTHERS LAWN & SNOW, LLC	468.00
06/20/2024	79481	4 CONTROL, INC.	720.72
06/20/2024	79482	A1 SPORT & WELD SUPPLY	57.85
06/20/2024	79483	ADVANCE AUTO PARTS (CARQUEST)	2,060.93
06/20/2024	79484	AFFORDABLE FUNERAL SUPPLY, LL	742.07
06/20/2024	79485	AT & T	3,741.70
06/20/2024	79486	BELL LUMBER & POLE	24,524.06
06/20/2024	79487	BINK'S COCA-COLA BOTTLING CO	1,134.30
06/20/2024	79488	CHATFIELD MACHINE	59.35
06/20/2024	79489	COLEMAN ENGINEERING COMPANY	2,181.00
06/20/2024	79490	COLLIGO GIS, INC.	1,639.00
06/20/2024	79491	CORE & MAIN LP	4,873.98
06/20/2024	79492	DELTA DISPOSAL	1,945.71
06/20/2024	79493	DELTA SOLID WASTE MGMT AUTHOR	10,276.31
06/20/2024	79494	DEROUIN'S AUTO BODY & COLLISI	1,965.85
06/20/2024	79495	FASTENAL COMPANY	212.89
06/20/2024	79496	GORDON FOOD SERVICE, INC.	418.20
06/20/2024	79497	HAWKINS, INC.	9,593.23
06/20/2024	79498	INFOSEND	1,738.91
06/20/2024	79499	KEYNECTA INC.	11,200.00
06/20/2024	79500	KRICK, LLC	9,500.00
06/20/2024	79501	LARA-MPSC	2,608.12
06/20/2024	79502	LITTLE BAY CONCRETE PRODUCTS	7,114.00
06/20/2024	79503	MAPLERIDGE TOWNSHIP	5,499.90
06/20/2024	79504	MARK CHRISTOFF	2,860.00

CHECK REGISTER FOR CITY OF GLADSTONE

CHECK DATE 06/01/2024 - 06/30/2024

Item 8.

Check Date	Check	Vendor Name	Amount
Bank BAY			
06/20/2024	79505	MARK MALONEY	250.00
06/20/2024	79506	MASONVILLE TOWNSHIP TREASURER	17,287.88
06/20/2024	79507	MCCOY CONSTRUCTION & FORESTRY	19.41
06/20/2024	79508	MEL'S LAWN, GARDEN & FEED	439.49
06/20/2024	79509	MENARDS - ESCANABA	908.09
06/20/2024	79510	MICHIGAN MUNICIPAL RISK MGMT	25,091.50
06/20/2024	79511	MML WORKERS' COMP FUND	9,920.00
06/20/2024	79512	NORWAY SPRINGS, INC.	30.85
06/20/2024	79513	NU-WAY CLEANERS LAUNDRY & REN	155.00
06/20/2024	79514	PARAGON LABORATORIES, INC.	1,143.00
06/20/2024	79515	PARDEE APPRAISAL SERVICES, LL	5,000.00
06/20/2024	79516	PAYMENTUS CORPORATION	3,022.80
06/20/2024	79517	PLM LAKE & LAND MGMNT CORP.	2,323.00
06/20/2024	79518	POMASL FIRE EQUIPMENT, INC.	7,920.20
06/20/2024	79519	POWER LINE SUPPLY CO	547.85
06/20/2024	79520	RACHELLE ST. JOHN	400.00
06/20/2024	79521	RIVERSIDE AUTO SALES, INC.	200.00
06/20/2024	79522	STAAB CONSTRUCTION CORPORATIO	547,729.00
06/20/2024	79523	STANDARD ELECTRIC COMPANY	42.70
06/20/2024	79524	STATE OF MICHIGAN	60.00
06/20/2024	79525	THE SHERWIN WILLIAMS CO.	51.93
06/20/2024	79526	THE UPS STORE	497.22
06/20/2024	79527	TRUCK COUNTRY OF WISCONSIN	64.71
06/20/2024	79528	TRUCK EQUIPMENT INC	142.73
06/20/2024	79529	U.P. CONCRETE CO	80,000.00
06/20/2024	79530	U.S. BANK EQUIPMENT FINANCE	84.09
06/20/2024	79531	WILLIAM JOHNSON	250.00
06/20/2024	79532	WILLIAMS DISTRIBUTING CO	403.39
06/24/2024	79533	CITY OF GLADSTONE	20.00
06/26/2024	1169(E)	VOYAGER FLEET SYSTEMS INC	13,883.28
06/26/2024	1170(E)	MERS	114,769.00
06/26/2024	79534	CITY OF GLADSTONE	27.54
06/26/2024	79535	ANTHONY MATTHEW EMMI	400.00
06/27/2024	1174(E)	AFLAC	883.16
06/27/2024	79552	GEORGE SAILER	200.00
06/28/2024	1171(E)	FICA, MEDICARE, FEDERAL	29,561.72
06/28/2024	1172(E)	NATIONWIDE RETIREMENT SOLUTIO	12.01
06/28/2024	1173(E)	WPPI ENERGY	178,101.63
06/28/2024	79553	ALERUS FINANCIAL	20,178.15
06/28/2024	79554	IBEW LOCAL 876	217.82
06/28/2024	79555	IBEW LOCAL UNION 906	210.08
06/28/2024	79556	MATRIX TRUST COMPANY	2,078.27
06/28/2024	79557	MICHIGAN STATE DISBURSEMENT U	199.31
06/28/2024	79558	POLICE OFFICERS LABOR COUNCIL	212.00
06/28/2024	79559	TEAMSTERS LOCAL #406	903.00
BAY TOTALS:			
Total of 116 Checks:			1,423,745.52
Less 0 Void Checks:			0.00
Total of 116 Disbursements:			<u>1,423,745.52</u>

JOURNAL TOTALS BY FUND REPORT FOR CITY OF GLADSTONE
For Check Dates 06/01/2024 to 06/30/2024

Item 8.

Fund	Item	Amount
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Totals For Fund: 101

Gross Payment:		141,941.91
Net Payment:		102,070.25
Total Payroll:		166,565.23

-- Deductions --

AFLAC_AFTER	160.40
AFLAC_PRE	222.60
CDSUPPHONE	10.07
CLERKPHONE	10.07
CRCL_TST	2,305.71
DC LOAN REPAY	706.03
DC LOAN REPAY2	783.87
DEFINED_COMP 4%	998.07
DEFINED_COMP_3	2,264.95
DPWSUPPHONE	5.79
FITW	11,218.53
FOC	112.11
FOP	424.00
HEALTHINSCONT	4,239.55
MEDICARE_EE	1,960.32
MERS 457 ROTH %	228.30
MERS457	91.75
MSAEEFAMILY	233.95
MSAEEESINGLE	15.08
PSUPRPHONE	10.07
PUBSAFPHONE	14.87
SITW_MI	5,103.76
SOCSEC_EE	8,382.16
SUPSUNIONDUES	85.50
TEAMSTERS	274.08
TREASPHONE	10.07

Total Deductions:		39,871.66
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-- Expenses --

DEFINED_COMP_11	11,049.69
EMPLOYER 457	686.54
MEDICARE_ER	1,960.32
MSA_ER EXPENSE	2,527.16
SOCSEC_ER	8,382.16
SUI	17.45

Total Expenses:		24,623.32
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Totals For Fund: 202

Gross Payment:		9,754.83
Net Payment:		6,839.38
Total Payroll:		11,881.70

-- Deductions --

DEFINED_COMP_3	292.46
DPWSUPPHONE	2.77
FITW	913.73
HEALTHINSCONT	435.58
MEDICARE_EE	134.57
MERS457	55.80
MSAEEFAMILY	12.18
MSAEEESINGLE	27.55
SITW_MI	374.01
SOCSEC_EE	575.32
SUPSUNIONDUES	8.86
TEAMSTERS	82.62

Total Deductions:		2,915.45
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-- Expenses --

DEFINED_COMP_11	1,072.29
MEDICARE_ER	134.57
MSA_ER EXPENSE	344.69
SOCSEC_ER	575.32

Total Expenses:		2,126.87
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Totals For Fund: 203

JOURNAL TOTALS BY FUND REPORT FOR CITY OF GLADSTONE
For Check Dates 06/01/2024 to 06/30/2024

Item 8.

Fund	Item	Amount
	Gross Payment:	7,994.90
	Net Payment:	5,016.17
	Total Payroll:	9,688.26
	-- Deductions --	
	AFLAC_AFTER	3.97
	AFLAC_PRE	19.84
	CRCL_TST	25.26
	DC LOAN REPAY	134.28
	DC LOAN REPAY2	253.33
	DEFINED_COMP_3	224.13
	FITW	731.82
	FOC	244.16
	HEALTHINSCONT	337.27
	MEDICARE_EE	110.25
	MERS457	13.02
	MSAEEFAMILY	29.01
	MSAEESINGLE	5.18
	SITW_MI	299.55
	SOCSEC_EE	471.40
	SUPSUNIONDUES	2.73
	TEAMSTERS	73.53
	Total Deductions:	2,978.73
	-- Expenses --	
	DEFINED_COMP_11	821.76
	MEDICARE_ER	110.25
	MSA ER EXPENSE	289.64
	SOCSEC_ER	471.40
	SUI	0.31
	Total Expenses:	1,693.36
Totals For Fund: 248		
	Gross Payment:	1,456.08
	Net Payment:	1,227.54
	Total Payroll:	1,567.48
	-- Deductions --	
	FITW	55.26
	MEDICARE_EE	21.12
	SITW_MI	61.88
	SOCSEC_EE	90.28
	Total Deductions:	228.54
	-- Expenses --	
	MEDICARE_ER	21.12
	SOCSEC_ER	90.28
	Total Expenses:	111.40
Totals For Fund: 540		
	Gross Payment:	6,000.56
	Net Payment:	4,424.68
	Total Payroll:	7,302.05
	-- Deductions --	
	AFLAC_AFTER	4.41
	AFLAC_PRE	6.69
	CRCL_TST	2.50
	DC LOAN REPAY	13.70
	DC LOAN REPAY2	25.85
	DEFINED_COMP_3	177.23
	DPWSUPPHONE	1.51
	FITW	302.01
	FOC	24.91
	HEALTHINSCONT	265.42
	MEDICARE_EE	82.47
	MERS457	21.19
	MSAEEFAMILY	11.25
	MSAEESINGLE	2.19
	SITW_MI	214.11
	SOCSEC_EE	352.56
	SUPSUNIONDUES	5.91

JOURNAL TOTALS BY FUND REPORT FOR CITY OF GLADSTONE
For Check Dates 06/01/2024 to 06/30/2024

Item 8.

Fund	Item	Amount
	TEAMSTERS	61.97
	Total Deductions:	1,575.88
	-- Expenses --	
	DEFINED_COMP_11	649.80
	MEDICARE_ER	82.47
	MSA ER EXPENSE	216.66
	SOCSEC_ER	352.56
	Total Expenses:	1,301.49
Totals For Fund: 582		
	Gross Payment:	45,885.52
	Net Payment:	30,256.88
	Total Payroll:	54,878.90
	-- Deductions --	
	AFLAC_AFTER	49.24
	AFLAC_PRE	223.11
	DEFINED_COMP_3	1,309.30
	ELECPHONE	14.87
	FITW	4,728.68
	HEALTHINSCONT	659.43
	IBEW876FLAT	92.00
	IBEW876UNION%	297.44
	MEDICARE_EE	643.97
	MERS457	1,041.87
	MERS457%	1,766.77
	MSAEEFAMILY	258.31
	SITW_MI	1,721.96
	SOCSEC_EE	2,753.43
	SUPSUNIONDUES	37.64
	TEAMSTERS	30.62
	Total Deductions:	15,628.64
	-- Expenses --	
	DEFINED_COMP_10	964.30
	DEFINED_COMP_11	3,740.12
	MEDICARE_ER	643.97
	MSA ER EXPENSE	891.56
	SOCSEC_ER	2,753.43
	Total Expenses:	8,993.38
Totals For Fund: 590		
	Gross Payment:	26,230.76
	Net Payment:	17,403.35
	Total Payroll:	31,646.45
	-- Deductions --	
	AFLAC_AFTER	32.16
	AFLAC_PRE	25.71
	CRCL_TST	1,036.87
	DEFINED_COMP_3	777.42
	FITW	2,539.12
	HEALTHINSCONT	922.09
	IBEW876UNION%	1.27
	MEDICARE_EE	362.47
	MERS 457 ROTH	0.96
	MERS457	164.74
	MERS457%	13.51
	MSAEEFAMILY	156.29
	SITW_MI	980.65
	SOCSEC_EE	1,549.89
	SUPSUNIONDUES	40.79
	TEAMSTERS	216.87
	USCM2284	4.21
	WATERSUPHONE	2.39
	Total Deductions:	8,827.41
	-- Expenses --	
	DEFINED_COMP_11	2,850.56
	MEDICARE_ER	362.47
	MSA ER EXPENSE	652.77

JOURNAL TOTALS BY FUND REPORT FOR CITY OF GLADSTONE
For Check Dates 06/01/2024 to 06/30/2024

Item 8.

Fund	Item	Amount
	SOCSEC_ER	1,549.89
	Total Expenses:	5,415.69
Totals For Fund: 591		
	Gross Payment:	20,589.64
	Net Payment:	14,331.16
	Total Payroll:	24,611.44
	-- Deductions --	
	AFLAC_AFTER	84.71
	AFLAC_PRE	41.61
	CRCL_TST	88.99
	DC LOAN REPAY	9.59
	DC LOAN REPAY2	18.09
	DEFINED_COMP_3	556.05
	FITW	2,342.51
	FOC	17.44
	HEALTHINSCONT	441.19
	IBEW876UNION%	1.27
	MEDICARE_EE	288.01
	MERS 457 ROTH	29.04
	MERS457	84.74
	MERS457%	13.51
	MSAEEFAMILY	16.18
	SITW_MI	778.50
	SOCSEC_EE	1,231.60
	SUPSUNIONDUES	28.65
	TEAMSTERS	159.31
	USCM2284	19.81
	WATERSUPHONE	7.68
	Total Deductions:	6,258.48
	-- Expenses --	
	DEFINED_COMP_11	2,038.84
	MEDICARE_ER	288.01
	MSA ER EXPENSE	463.35
	SOCSEC_ER	1,231.60
	Total Expenses:	4,021.80
Totals For Fund: 594		
	Gross Payment:	2,164.46
	Net Payment:	1,831.39
	Total Payroll:	2,346.64
	-- Deductions --	
	CRCL_TST	10.67
	DEFINED_COMP_3	3.14
	FITW	74.86
	HEALTHINSCONT	4.72
	MEDICARE_EE	31.30
	MSAEEFAMILY	0.85
	SITW_MI	72.47
	SOCSEC_EE	133.84
	TEAMSTERS	1.22
	Total Deductions:	333.07
	-- Expenses --	
	DEFINED_COMP_11	11.54
	MEDICARE_ER	31.30
	MSA ER EXPENSE	4.27
	SOCSEC_ER	133.84
	SUI	1.23
	Total Expenses:	182.18
Totals For Fund: 706		
	Gross Payment:	317.02
	Net Payment:	192.89
	Total Payroll:	385.36
	-- Deductions --	
	AFLAC_AFTER	3.65
	AFLAC_PRE	5.06

JOURNAL TOTALS BY FUND REPORT FOR CITY OF GLADSTONE
For Check Dates 06/01/2024 to 06/30/2024

Item 8.

Fund	Item	Amount
	DEFINED_COMP_3	9.51
	FITW	32.01
	HEALTHINSCONT	1.61
	IBEW876UNION%	1.27
	MEDICARE_EE	4.46
	MERS457	16.89
	MERS457%	13.51
	MSAEEFAMILY	1.98
	SITW_MI	12.29
	SOCSEC_EE	19.11
	TEAMSTERS	2.78
	Total Deductions:	124.13
	-- Expenses --	
	DEFINED_COMP_11	34.87
	MEDICARE_ER	4.46
	MSA ER EXPENSE	9.90
	SOCSEC_ER	19.11
	Total Expenses:	68.34

GLADSTONE



City of Gladstone, MI

1100 Delta Avenue
Gladstone, MI 49837
www.gladstonemi.org

**MEETING TYPE
STAFF REPORT**

Agenda Date: 6-24-24

**Eric Buckman, City
Manager:**

Department: Community Development

Department Head Name:

Presenter: Renée Barron

Kim Berry, City Clerk:

This form and any background material must be approved by the City Manager, then delivered to the City Clerk by 4:00 PM the Tuesday prior to the Commission Meeting.

AGENDA ITEM TITLE:

ATC Offer for Easement

BACKGROUND:

ATC has transmission line easements with the City of Gladstone currently and are looking for supplemental easements along some of their routes. We have two proposals from them to expand their easements on two parcels owned by the City. The first one is west of the Oak Bluff Grocery store (\$5,000) and the second one is on our cell tower property on N. Bluff Drive (\$31,300). Easements already exist at both of these locations; they are looking to expand these easements due to new regulations.

FISCAL EFFECT:

\$36,300 revenue to the City funds to be deposited in the land development fund.

SUPPORTING DOCUMENTATION:

Attached are the ATC Easements and GIS pictures depicting the location of the properties

RECOMMENDATION:

Approve the City Manager to sign easement agreement on behalf of the City of Gladstone.



PRIORITY MAIL 9405 5112 0620 4103 6146 53

May 1, 2024

City of Gladstone
1100 Delta Avenue
Gladstone, MI 49837

**Re: American Transmission Company (ATC) - OMDY11 Line Project;
ATC File # OMD-NBL0190 Good Faith Offer for Easement**

Dear Representative:

ATC owns, builds, operates, and maintains the high-voltage electrical transmission system in much of the Upper Peninsula and Wisconsin, including where you live in Michigan. ATC's Line OMDY11 is in your area, depicted on the enclosed map. A review of the records in the Register of Deeds office indicates you are the record owner of property where the transmission line is located.

The purpose of this letter is to advise you that during the review of the existing easements they are deficient in width to safely and reliably operate the line, which includes keeping the right-of-way clear of vegetation.

ATC will be acquiring a new or supplemental easement for those areas that are deficient or missing a recorded easement. Enclosed is an easement document along with an exhibit showing the location of the easement area that will cross your property (marked Exhibit "A").

ATC's Good Faith Offer for the enclosed easement is \$1,000.00 and is based on a market study prepared by Steigerwaldt Land Services. There is an additional incentive payment of \$2,500.00 if you sign by **June 15, 2024**. Please see the enclosed compensation summary for a complete breakdown of payments you are being offered.

The ATC pamphlet "Managing vegetation around electric transmission lines" is enclosed for your information. The Asplundh representative is Travis Stokes. He can be reached at 906-322-4226 or tstokes3@asplundh.com.

ATC hereby waives its right to bring a federal or state cost recovery action against you arising out of a release of hazardous substances at the property. ATC's market study evaluation of just compensation for the property reflects this waiver.

The following documents are enclosed for your signature. **Please call to review and go over any questions or if you prefer we can set up a meeting to go over the documents.**

1. Easement – Please note that this must be signed on page 3 in the presence of a notary public. This can usually be completed at your local bank. If you are unable to get to a notary public, please contact our office and we will make arrangements to meet with you to sign.
2. Signing Bonus – Please sign and date and return with the easement.
3. Form W-9 – This is necessary in order for us to issue a check to you. Please insert your social security number or employer identification number where highlighted, if applicable, indicate what type of entity and sign near the center of the page. It is not necessary to have this document notarized.

If you would like to meet to review these materials or if you have any questions regarding them, please contact me at **715-409-3937** or **keith.frank@steigerwaldt.com** to arrange an appointment and/or further discuss. I will be in the area working over the next several weeks and will work to accommodate your schedule.

Enclosed is a self-addressed stamped envelope for your convenience in returning the signed documents to my attention. Once the documents are signed and returned, or you meet with an agent in person and sign, ATC will pay you the agreed amount stated in this document. If you have sold or transferred the ownership of this property, then please let me know by calling the number above.

ATC appreciates your consideration of this matter.

Respectfully,



Keith Frank Jr
ATC Real Estate Contractor

Enclosures: Easement Document, Good Faith Offer Payment Worksheet & Summary, Signing Bonus, ATC Veg Management pamphlet, Return Envelope

TRANSMISSION LINE EASEMENT

For and in consideration of the sum of \$1.00 and other good and valuable consideration, to them paid, the receipt whereof is hereby acknowledged, the undersigned owner(s), City of Gladstone, a Municipal Corporation, 1100 Delta Avenue, Gladstone, MI 49837, (hereinafter referred to as "Grantor") grants and warrants to American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin corporation, P.O. Box 47, Waukesha, WI 53187-0047, (hereinafter cumulatively referred to as "Grantee") its successors, assigns, licensees and manager, the perpetual right and easement upon, over and across a part of lands of Grantor, as further described below.

Grantor hereby conveys unto Grantee the right, permission and authority to construct, erect, install, operate, maintain, patrol, change, inspect, repair, relocate, replace, renew, reconstruct, remove, and extend, at any time and from time to time, transmission line facilities of such type or material Grantee, in its sole discretion, may select, including but not limited to structures, cross-arms, conductors, wires, cables, transformers, anchors, guy wires, stub supports, foundations, footings, counterpoises and any other appurtenances, all hereinafter referred to as "Facilities," for the purpose of transmitting electric energy and carrying communication signals, said communication signals are for the purpose of electric utility communication and operations, upon, over, under, above, across, through and in all that part of the Grantor's premises contained within the boundaries of the hereinafter described perpetual easement area, being a part of the property of Grantor described as: Part of the Northwest 1/4 of the Northeast 1/4 of Section 29, T40N-R22W, City of Gladstone, Delta County, Michigan hereinafter referred to as "Grantor's Premises".

The perpetual easement area, hereinafter referred to as the "Easement Strip", being a strip of land in varying width over Grantor's Premises, the legal description and the location of the Easement Strip with respect to the Grantor's premises is described and shown on the attached drawing, marked Exhibit "A", attached hereto and made a part hereof.

The right, permission and authority is also conveyed to Grantee, at its sole discretion, to trim, cut down, and eliminate all trees, brush and other vegetation, and overhanging branches, now or hereafter existing in, on and over said Easement Strip, and to cut down, eliminate, and/or trim such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on Grantor's Premises located outside of said Easement Strip that in Grantee's sole judgment may pose a threat to the safe and reliable operation of the Facilities, hereinafter referred to as "Hazard Trees"; together with the right, permission and authority to enter in a reasonable manner upon the Grantor's Premises adjacent to said Easement Strip for such purpose. The right, permission and authority is conveyed to Grantee to use herbicidal chemicals for tree, weed and brush control in the Easement Strip and for Hazard Tree management purposes.

Grantor shall have the right to use the Easement Strip so long as such use does not interfere with Grantee's full use of and all rights conveyed in this easement. Additionally, Grantor specifically covenants and agrees that no structures or improvements will be erected, including but not limited to dwellings or mobile homes intended for residential occupancy, nor will flammable material be placed or accumulated, nor trees, brush or other woody vegetation planted, nor sewer, water or drainage facilities placed within or on said Easement Strip, and Grantor further covenants and agrees that the elevation of the existing ground level within said Easement Strip will not be altered by more than one (1) foot without the prior written consent of Grantee.

Grantee shall have reasonable ingress and egress for personnel, equipment and vehicles to and from said perpetual Easement Strip across the Grantor's property adjacent to the perpetual easement for the purpose of patrolling said Facilities and exercising the rights herein acquired, but payment shall be made by Grantee for damage, if any, to property, crops, fences, livestock, lawns, roads, fields and field tile (other than brush, trees and overhanging branches trimmed or cut down and eliminated from the Easement Strip or "Hazard Trees") caused by its acts.

Grantee shall own the Facilities and Grantor shall have no ownership interest therein.

Grantor warrants and represents that Grantor has good title to the property subject to this easement and that the same are free and clear from all liens except:

None

And is subject to taxes, easements, covenants and conditions of record, municipal and zoning ordinances;

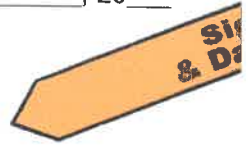
And will forever warrant and defend this easement against all and every person or persons lawfully claiming the whole or any part thereof.

It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time. This perpetual easement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

This instrument is exempt from Michigan Real Estate Transfer Tax by reason of MCL 207.526(f) and MCL 207.505(f).

Signature page to follow

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20____



GRANTOR: City of Gladstone

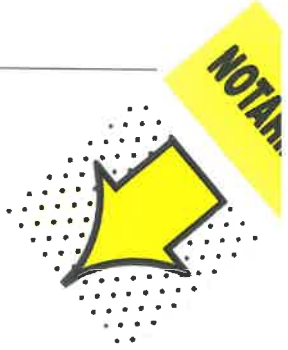
Signature

Signature

Printed Name and Title

Printed Name and Title

STATE OF MICHIGAN)
) SS
COUNTY OF _____)



Personally came before me this _____ day of _____, 20____, _____,
and _____ of the above-named City of Gladstone, known to be the person(s)
who executed the foregoing instrument and to me known to be such _____ and
_____ of said entity, and acknowledged that they executed the foregoing
instrument as such officer(s), as the deed of said entity, by its authority.

Signature of Notary

Printed Name of Notary

Notary Public, _____ County, State of Michigan

Acting in _____ County, State of Michigan

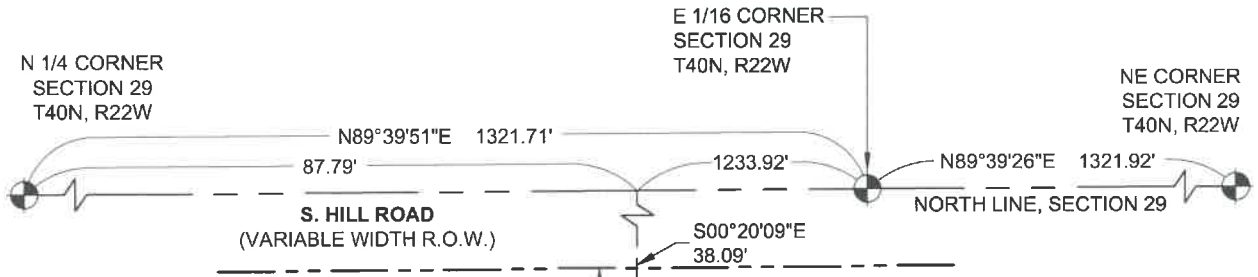
My Commission expires (is) _____

This instrument was drafted by Carol Ahles and checked by Doug Mathys on behalf of American Transmission Company, PO Box 47, Waukesha, WI 53187-0047.

Return To:
Steigerwaldt Land Service, Inc.
856 North 4th St.
Tomahawk, WI 54487

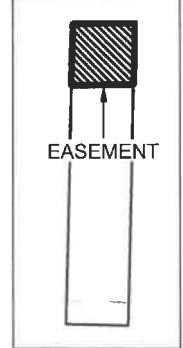
EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: OMD-NBL0190
 TPN: 052-452-007-00



TIPPERARY ROAD
(66' WIDE R.O.W.)

LOCATION MAP:
 TPN: 052-452-007-00

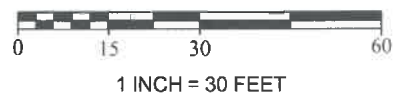
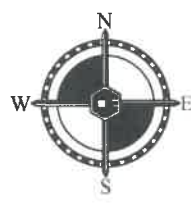


Line Table		
Line #	Bearing	Distance
L1	S01° 25' 46"W	22.58'
L2	S89° 34' 29"W	22.95'
L3	N01° 26' 29"E	22.61'
L4	N89° 38' 19"E	22.94'

TPN 052-452-007-00
 L.408, PG. 936

NW 1/4 - NE 1/4
 SECTION 29

BLOCK 2
 MASHEK-BUCKBEE ADDITION



LEGEND

- PLSS CORNER
- POINT OF BEGINNING
- TAX PARCEL NUMBER
- GRANTOR PARCEL LINE
- LOT LINE
- RIGHT OF WAY LINE
- TRANSMISSION CENTERLINE

MAP KEY

ATC TRANSMISSION LINE EASEMENT
 (518 SQFT / 0.01 ACRES ±)

CITY OF GLADSTONE, DELTA COUNTY

NOTE - BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, NORTH ZONE, INTERNATIONAL FEET, GRID DISTANCE. THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHTS-OF-WAY HEREIN GRANTED.

COLEMAN ENGINEERING COMPANY
 IRON MOUNTAIN • IRONWOOD • GREEN BAY
 www.coleman-engineering.com

ATC
 Energizing Your Future

EXHIBIT A

Page 1 of 2 | DATE: 2/28/2024

SKETCH SCALE: 1" = 30'

Job # 231081-B

EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: OMD-NBL0190

TPN: 052-452-007-00

EASEMENT DESCRIPTION MAP (EXHIBIT A)

A variable width easement which crosses the Grantor's premises recorded in the Delta County Register of Deeds Liber 408 on Page 936, being part of the Northwest Quarter of the Northeast Quarter (NW 1/4 - NE 1/4) of Section 29, Township 40 North, Range 22 West, City of Gladstone, Delta County, Michigan, more particularly described as follows:

Commencing at the North Quarter (N 1/4) Corner of said Section 29; thence N89°39'51"E along the North line of said Section 29, a distance of 87.79 feet; thence S00°20'09"E, a distance of 38.09 feet to a point on the South right-of-way line of S. Hill Road (variable width), also being the Northeast Corner of the Grantor's parcel, and the POINT OF BEGINNING (P.O.B.).

Thence S01°25'46"W along the East line of the Grantor's parcel, a distance of 22.58 feet; thence S89°34'29"W along a line being 30.00 feet South and parallel with an existing transmission line, a distance of 22.95 feet to a point on the East right-of-way of Tipperary Road (66 feet wide); thence N01°26'29"E along said right-of-way line, a distance of 22.61 feet to the intersect point with the South right-of-way line of said S. Hill Road (variable width); thence N89°38'19"E along said South right-of-way line, a distance of 22.94 feet to the POINT OF BEGINNING (P.O.B.).

The above described easement contains 518 sqft / 0.01 acres, more or less, and is subject to any and all reservations, restrictions, rights-of-way, and easements, and prior conveyances of record.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, NORTH ZONE, INTERNATIONAL FEET, GRID DISTANCE



COLEMAN ENGINEERING COMPANY

IRON MOUNTAIN • IRONWOOD • GREEN BAY
www.coleman-engineering.com



EXHIBIT A

Page 2 of 2 | DATE: 2/28/2024

SKETCH SCALE: N/A

Job # 231081-B



**GOOD FAITH OFFER PAYMENT
WORKSHEET & SUMMARY
(Just Compensation)**

ATC File Number: OMD-NBL0190 Line Designation: OMDY11 Date: 05/01/2024

LANDOWNER INFORMATION:

OWNER: City of Gladstone

Address: 1100 Delta Avenue, Gladstone, MI 49837

Phone #: _____

$$\frac{23 \text{ ft.}}{\text{length}} \times \frac{23 \text{ ft.}}{\text{width}} = \frac{0.01}{\text{acres}^*} \text{ acre} \times \frac{\$42,000.00}{\text{Price per acre}} / \text{acre} = \frac{\$420.00}{\text{Value of land}}$$

$$\frac{\$420.00}{\text{value of land}} \times \frac{1.0}{\text{Easement factor (0-1.0)}} = \frac{\$420.00}{\text{value of easement acquisition}}$$

Payment for Easement Compensation \$1,000.00

Incentive Payment \$2,500.00

Payment for permission to apply herbicide \$1,500.00

Misc. payments described below:

_____ \$ _____

_____ \$ _____

_____ \$ _____

Total Payments \$5,000.00

Note: The price per acre is based upon a sales/market study of land values prepared by Steigerwaldt Land Services, Inc. and dated October 2023



Signing Bonus

This instrument is executed this _____ day of _____, 20____, by the undersigned grantor, whether one or more (herein collectively referred to as "Landowner") and American Transmission Company LLC, a Wisconsin limited liability company, by its corporate manager, ATC Management Inc. (herein collectively referred to as "ATC").

WHEREAS, ATC is acquiring an easement for electric line purposes over, under, and across certain real estate owned by the Landowner and located in the City of Gladstone, County of Delta, State of Michigan; and

WHEREAS, ATC is willing to pay to the Landowner \$2,500.00 in addition to the just compensation for the easement interest, in exchange for the Landowner signing both the easement and the Signing Bonus document within 45 days of receipt of the initial offer package; and

WHEREAS, the Landowner has signed the easement within 45 days of receipt of the initial offer package;

This Agreement is binding and non-negotiable.



Dated this _____ day of _____, 20____.

Owner: City of Gladstone

Witness

Owner:

Witness

Owner:

SAFETY & RELIABILITY

Managing vegetation around high-voltage electric lines

Our vegetation management practices focus on public safety and keeping the power flowing.

Ensuring safety and electric reliability

ATC owns and operates over 10,000 miles of high-voltage electric lines in the upper Midwest, providing power to more than 5 million customers. We know that safety and electric reliability are important to you. By keeping the rights-of-way free of trees and incompatible vegetation, we help ensure the safety and reliability of the regional electric grid.

Why vegetation is removed

Vegetation that grows too close to high-voltage electric lines can cause a dangerous situation. Electricity can arc from the lines to a tree branch, igniting a fire or causing an outage. A tree does not need to make direct contact with a high-voltage electric line to create a hazard. Incompatible vegetation in a right-of-way can threaten the reliability of the electric grid and lead to wide-spread power outages. Dense, incompatible vegetation in the electric line rights-of-way hinders access for crews and equipment needed to inspect, maintain and make repairs to the poles and wires.

Easements grant rights to remove vegetation

An easement gives ATC the legal rights to use the property for the specific purpose of constructing, operating and maintaining the electric grid. The property within the easement is often referred to as the right-of-way or easement strip. Though easement rights may vary from property to property, they typically limit the use of the right-of-way, and they typically allow ATC to remove trees, incompatible vegetation and other obstacles that could interfere with the operation and maintenance of the electric grid. As the property is transferred and sold to new owners, the easement rights remain in place.

ATC's vegetation management practices

Outages that occur on high-voltage electric lines can create a larger, widespread impact than those that occur on lower-voltage lines because thousands of homes and businesses can be impacted. An outage on one high-voltage electric line can trigger outages on other lines across a large geographic area. This cascading effect could result in significant damage to the entire electrical grid that would create challenges when restoring power after an outage.

ATC's vegetation management program helps ensure that adequate clearances between high-voltage electric lines, trees and other vegetation are maintained at all times. To achieve safe clearances in the right-of-way, incompatible vegetation is pruned or removed.



A tree does not need to make direct contact with a high-voltage electric line to create a hazard or a dangerous situation. Incompatible vegetation in a right-of-way can threaten the reliability of the electric grid and lead to wide-spread power outages.

In most situations, landowners should expect that all trees and dense, incompatible vegetation will be removed from the right-of-way during vegetation management work. Trees that are dead, dying, diseased, leaning toward the wires, or are displaying some other defect to their structural integrity are considered hazard trees. Removing hazard trees, even when they are located outside the right-of-way, helps ATC avoid the danger of these trees causing an outage or damage to the lines, poles and wires.

How we work with you

ATC generally gives landowners advance notice to make them aware that right of way maintenance is scheduled in their area. A work plan is developed for each property by professional utility foresters, which is based on ATC vegetation management standards. Right of way width, pole type, voltage, vegetation type and growth rates, line sag and sway, topography, right-of-way access and vegetation maintenance cycles also are factors in developing a work plan.



21st Rd

County 420 21st Rd

S Hill Rd

COUNTY RD 420
052-629-010-91

6 TIPPERARY RD

4 TIPPERARY RD
052-629-010-92

Tipperary Rd

9th Ave W

0 SOUTH
HILL RD
052-452-007-00

2821 S HILL RD
052-452-006-00

0 TIPPERARY RD
052-452-008-50

2821 S HILL RD
052-452-008-00



PRIORITY MAIL 9405 5112 0620 4180 3125 89

May 6, 2024

The City of Gladstone
James Olson
1100 Delta Avenue
Gladstone, MI 49837

**Re: American Transmission Company (ATC) - OMDY11 Line Project;
ATC File # OMD-NBL0570 Good Faith Offer for Easement**

Dear Representative:

ATC owns, builds, operates, and maintains the high-voltage electrical transmission system in much of the Upper Peninsula and Wisconsin, including where you live in Michigan. ATC's Line OMDY11 is in your area, depicted on the enclosed map. A review of the records in the Register of Deeds office indicates you are the record owner of property where the transmission line is located.

The purpose of this letter is to advise you that during the review of the existing easements they are deficient in width to safely and reliably operate the line, which includes keeping the right-of-way clear of vegetation.

ATC will be acquiring a new or supplement easement for those areas that are deficient or missing a recorded easement. Enclosed is an easement document along with an exhibit showing the location of the easement area that will cross your property (marked Exhibit "A").

ATC's Good Faith Offer for the enclosed easement is \$27,300.00 and is based on a market study prepared by Steigerwaldt Land Services. There is an additional incentive payment of \$2,500.00 if you sign by **June 20, 2024**. Please see the enclosed compensation summary for a complete breakdown of payments you are being offered.

The ATC pamphlet "Managing vegetation around electric transmission lines" is enclosed for your information. The Asplundh representative is Travis Stokes. He can be reached at 906-322-4226 or tstokes3@asplundh.com.

ATC hereby waives its right to bring a federal or state cost recovery action against you arising out of a release of hazardous substances at the property. ATC's market study evaluation of just compensation for the property reflects this waiver.

The following documents are enclosed for your signature. **Please call to review and go over any questions or if you prefer we can set up a meeting to go over the documents.**

1. Easement – Please note that this must be signed on page 3 in the presence of a notary public. This can usually be completed at your local bank. If you are unable to get to a notary public, please contact our office and we will make arrangements to meet with you to sign.
2. Signing Bonus – Please sign and date and return with the easement.

If you would like to meet to review these materials or if you have any questions regarding them, please contact me at **715-409-3937** or **keith.frank@steigerwaldt.com** to arrange an appointment and/or further discuss. I will be in the area working over the next several weeks and will work to accommodate your schedule.

Enclosed is a self-addressed stamped envelope for your convenience in returning the signed documents to my attention. Once the documents are signed and returned, or you meet with an agent in person and sign, ATC will pay you the agreed amount stated in this document. If you have sold or transferred the ownership of this property, then please let me know by calling the number above.

ATC appreciates your consideration of this matter.

Respectfully,



Keith Frank Jr
ATC Real Estate Contractor

Enclosures: Easement Document, Good Faith Offer Payment Worksheet & Summary, Signing Bonus, ATC Veg Management Pamphlet, Return Envelope

**SUPPLEMENTAL ELECTRIC
TRANSMISSION LINE EASEMENT**

For and in consideration of the sum of \$1.00 and other good and valuable consideration, to them paid, the receipt whereof is hereby acknowledged, the undersigned owner The City of Gladstone, a Michigan Municipal Corporation, 1100 Delta Avenue, Gladstone, MI 49837 (hereinafter called the "Grantor"), and the American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc, a Wisconsin Corporation, P.O. Box 47, Waukesha, WI 53187-0047, (hereinafter called the "Grantee").

WHEREAS, Grantee has previously acquired certain easement rights over and across lands of grantors pursuant to an easement granted by the City of Gladstone, a Michigan Municipal Corporation to American Transmission Company LLC, a Wisconsin limited liability company, dated December 12, 2003, and recorded in the Office of the Register of Deeds in and for Delta County, State of Michigan, on the 15th day of December 2003, in Liber 745, Page 411-414 (hereinafter referred to as the "Original Easement").

WHEREAS, said Original Easement affected premises located in the Southwest 1/4 of the Northwest 1/4, Section 21, Township 40 North, Range 22 West, City of Gladstone, Delta County, Michigan, and the location of the Original Easement is shown on the Exhibit "A", attached hereto and incorporated by reference in this easement document WHEREAS, pursuant to such Original Easement, Grantee acquired the right, permission and authority to construct, erect and maintain an electric transmission line, comprised of structures, conductors and other wires, counterpoises, guy wires, braces and other usual appendages and appurtenances for the purpose of transmitting electric energy upon a strip of land of the Grantor described as all of the property contained in the easement owned by the grantors described as: Part of the Southwest 1/4 of the Northwest 1/4, Section 21, Township 40 North, Range 22 West, City of Gladstone, Delta County, Michigan

WHEREAS, Grantee desires to expand the width of the easement to 30 feet on either side of the easement centerline, (hereinafter this additional easement area is referred to as the "Expanded Easement Area". The purpose of this easement is to clearly define the combined width of the Original Easement and the Expanded Easement Area as 60 feet (30 feet on either side of the centerline). The centerline of the Original Easement remains the same. Grantee shall be permitted to use the Expanded Easement Area in the same manner and for the same purposes granted in the Original Easement. It is understood and agreed that the rights acquired herein are intended to be supplemental to and in addition to those previously acquired and that all other provisions of the Original Easement shall remain in full force and effect.

The right, permission and authority is also granted to Grantee to cut down and remove or trim all trees and overhanging branches now or hereafter existing in both the Original Easement and Expanded Easement Area. Additionally, to cut down and remove brush, for purposes of brush control, and to cut down and remove or trim such trees now or hereafter existing on the property of Grantor located outside of said Expanded Easement Area "hazard tree(s)" defined as those trees or tree parts that may be located on Grantor's Property that are dead, dying, diseased, decayed or leaning and which in Grantee's judgment pose a threat to the safe and reliable operation of the said Electric Transmission Facilities of the Grantee; together with the right, permission and authority to enter in a reasonable manner upon property of Grantor for such purposes.

The Grantor covenants and agrees that no structures will be erected, or inflammable material placed or accumulated, or trees planted in either the Original Easement or said Expanded Easement Area, and Grantor further covenants and agrees that the elevation of the existing ground surface within either the Original

Easement or said Expanded Easement Area will not be altered by more than one (1) foot without the written consent of Grantee.

Grantee and its agents shall have the right, permission and authority to enter upon both the Original Easement and said Expanded Easement Area for the purpose of constructing, patrolling, repairing, maintaining and replacing said transmission line facilities and exercising the rights herein acquired.

Grantor warrants and represents that Grantor has good title to the property subject to this easement and that the same are free and clear from all liens except:

None

And is subject to taxes, easements, covenants and conditions of record, municipal and zoning ordinances; And will forever warrant and defend this easement against all and every person or persons lawfully claiming the whole or any part thereof.

It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised for some time in the future, and that none of the rights herein granted shall be lost by non-use for any length of time. This perpetual easement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

This instrument is exempt from Michigan Real Estate Transfer Tax by reason of MCLA 207.526(f) and MCLA 207.505(f)

Signature page to follow



IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20_____.

GRANTOR City of Gladstone

Signature

Signature

Printed Name and Title

Printed Name and Title

ACKNOWLEDGMENT

STATE OF MICHIGAN)
)SS
COUNTY OF _____)



Personally came before me this _____ day of _____, 20_____,
_____, and _____ of the above-named The City of Gladstone, a
Michigan Municipal Corporation known to be the person(s) who executed the foregoing instrument and to me known
to be such _____ and _____ of said entity, and
acknowledged that they executed the foregoing instrument as such officer(s), as the deed of said entity, by its
authority.

Signature of Notary

Printed Name of Notary

Notary Public, _____ County, State of Michigan

Acting in _____ County, State of Michigan

My Commission expires (is) _____

This instrument was drafted by Becky Welch and checked by Keith Frank Jr on behalf of the American
Transmission Company, LLC PO Box 47, Waukesha, WI 53187-0047.

Return to:
Steigerwaldt Land Services, Inc.
856 North 4th St.
Tomahawk, WI 54487
Attn: Real Estate Department

OMD-NBL0570

EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: OMD-NBL0570

TPN: 052-621-045-00

EASEMENT DESCRIPTION MAP (EXHIBIT A)

A variable width easement which crosses the Grantor's premises, being part of the Southwest Quarter of the Northwest Quarter (SW 1/4 - NW 1/4) of Section 21, Township 40 North, Range 22 West, City of Gladstone, Delta County, Michigan, more particularly described as follows:

Commencing at the West Quarter (W 1/4) Corner of said Section 21; thence S89°46'35"E along the East-West Quarter line of said Section 21, a distance of 30.00 feet to a point on the East right-of-way line of N. Bluff Drive (63' wide), and the POINT OF BEGINNING (P.O.B.).

Thence N00°26'03"E along said East right-of-way line, a distance of 34.48 feet; thence N87°52'03"E, a distance of 24.82 feet; thence N00°54'15"E, a distance of 230.62 feet; thence N89°50'12"W, a distance of 4.95 feet; thence N00°09'48"E, a distance of 60.00 feet; thence N00°33'54"W, a distance of 80.59 feet; thence S89°50'03"E, a distance of 140.01 feet; thence S00°33'32"E, a distance of 80.59 feet; thence S00°09'48"W, a distance of 59.95 feet; thence S89°58'51"E, a distance of 4.83 feet; thence S00°01'09"W, a distance of 266.31 feet to a point on the East-West Quarter line of said Section 21; thence N89°46'35"W along said line, a distance of 168.50 feet to the POINT OF BEGINNING (P.O.B.).

The above described easement contains 58,325 sqft / 1.34 acres, more or less, and is subject to any and all reservations, restrictions, rights-of-way, and easements, and prior conveyances of record.

BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, NORTH ZONE, INTERNATIONAL FEET, GRID DISTANCE



COLEMAN ENGINEERING COMPANY
IRON MOUNTAIN • IRONWOOD • GREEN BAY
www.coleman-engineering.com



EXHIBIT A

Page 2 of 2 | DATE: 2/28/2024

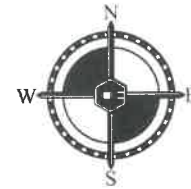
SKETCH SCALE: N/A

Job # 231081-B

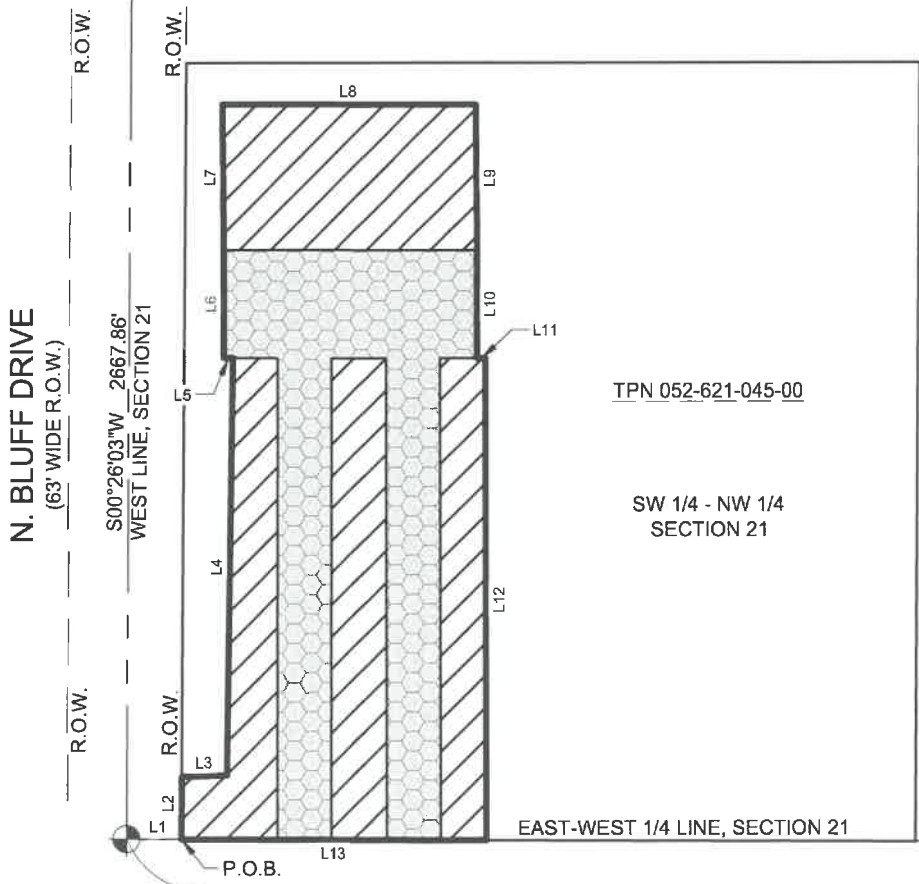
EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: OMD-NBL0570
 TPN: 052-621-045-00

NW CORNER
 SECTION 21
 T40N, R22W



1 INCH = 100 FEET



Line Table		
Line #	Bearing	Distance
L1	S89° 46' 35"E	30.00'
L2	N00° 26' 03"E	34.48'
L3	N87° 52' 03"E	24.82'
L4	N00° 54' 15"E	230.62'
L5	N89° 50' 12"W	4.95'
L6	N00° 09' 48"E	60.00'
L7	N00° 33' 54"W	80.59'
L8	S89° 50' 03"E	140.01'
L9	S00° 33' 32"E	80.59'
L10	S00° 09' 48"W	59.95'
L11	S89° 58' 51"E	4.83'
L12	S00° 01' 09"W	266.31'
L13	N89° 46' 35"W	168.50'

TPN 052-621-045-00

SW 1/4 - NW 1/4
 SECTION 21

C-W 1/16 CORNER
 SECTION 21
 T40N, R22W

W 1/4 CORNER
 SECTION 21
 T40N, R22W

S89°46'35"E 1338.55'

LEGEND

- PLSS CORNER
- POINT OF BEGINNING
- TAX PARCEL NUMBER
- GRANTOR PARCEL LINE
- RIGHT OF WAY LINE
- TRANSMISSION CENTERLINE

MAP KEY

- ATC NEW EASEMENT AREA
(33,955 SQFT / 0.78 ACRES ±)
- ATC EXISTING EASEMENT AREA, L.754, PG. 411,
BASIS ID 556276 (24,370 SQFT / 0.56 ACRES ±)
- ATC TOTAL EASEMENT AREA
(58,325 SQFT / 1.34 ACRES ±)

CITY OF GLADSTONE, DELTA COUNTY

NOTE - BEARINGS ARE BASED ON THE MICHIGAN STATE PLANE COORDINATE SYSTEM, NORTH ZONE, INTERNATIONAL FEET, GRID DISTANCE. THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHTS-OF-WAY HEREIN GRANTED.

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 www.coleman-engineering.com

ATC
 Energizing Your Future

EXHIBIT A

Page 1 of 2 | DATE: 2/28/2024

SKETCH SCALE: 1" = 100'

Job # 231081-B



**GOOD FAITH OFFER PAYMENT
WORKSHEET & SUMMARY
(Just Compensation)**

ATC File Number: OMD-NBL0570 Line Designation: OMDY11 Date: 05/06/2024

LANDOWNER INFORMATION:

OWNER: The City of Gladstone, a Michigan Municipal Corporation

Address: 1100 Delta Avenue, Gladstone, MI 49837

Phone #: _____

$$\frac{347 \text{ ft.}}{\text{length}} \times \frac{141 \text{ ft.}}{\text{width}} = \frac{0.78}{\text{acres}^*} \text{ acre} \times \frac{\$35,000.00}{\text{Price per acre}} = \frac{\$27,300.00}{\text{Value of land}}$$

$$\frac{\$27,300.00}{\text{value of land}} \times \frac{1.0}{\text{Easement factor (0-1.0)}} = \frac{\$27,300.00}{\text{value of easement acquisition}}$$

Payment for Easement Compensation	<u>\$27,300.00</u>
Incentive Payment	<u>\$2,500.00</u>
Payment for permission to apply herbicide	<u>\$1,500.00</u>
Misc. payments described below:	
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Payments	<u>\$31,300.00</u>

Note: The price per acre is based upon a sales/market study of land values prepared by Steigerwaldt Land Services, Inc. and dated October 2023



Signing Bonus

This instrument is executed this _____ day of _____, 20____, by the undersigned grantor, whether one or more (herein collectively referred to as "Landowner") and American Transmission Company LLC, a Wisconsin limited liability company, by its corporate manager, ATC Management Inc. (herein collectively referred to as "ATC").

WHEREAS, ATC is acquiring an easement for electric line purposes over, under, and across certain real estate owned by the Landowner and located in the City of Gladstone, County of Delta, State of Michigan; and

WHEREAS, ATC is willing to pay to the Landowner \$2,500.00 in addition to the just compensation for the easement interest, in exchange for the Landowner signing both the easement and the Signing Bonus document within 45 days of receipt of the initial offer package; and

WHEREAS, the Landowner has signed the easement within 45 days of receipt of the initial offer package;

This Agreement is binding and non-negotiable.

Dated this _____ day of _____, 20____.



Grantor City of Gladstone

Witness

Name and Title

Witness

Name and Title

SAFETY & RELIABILITY

Managing vegetation around high-voltage electric lines

Our vegetation management practices focus on public safety and keeping the power flowing.

Ensuring safety and electric reliability

ATC owns and operates over 10,000 miles of high-voltage electric lines in the upper Midwest, providing power to more than 5 million customers. We know that safety and electric reliability are important to you. By keeping the rights-of-way free of trees and incompatible vegetation, we help ensure the safety and reliability of the regional electric grid.

Why vegetation is removed

Vegetation that grows too close to high-voltage electric lines can cause a dangerous situation. Electricity can arc from the lines to a tree branch, igniting a fire or causing an outage. A tree does not need to make direct contact with a high-voltage electric line to create a hazard. Incompatible vegetation in a right-of-way can threaten the reliability of the electric grid and lead to wide-spread power outages. Dense, incompatible vegetation in the electric line rights-of-way hinders access for crews and equipment needed to inspect, maintain and make repairs to the poles and wires.

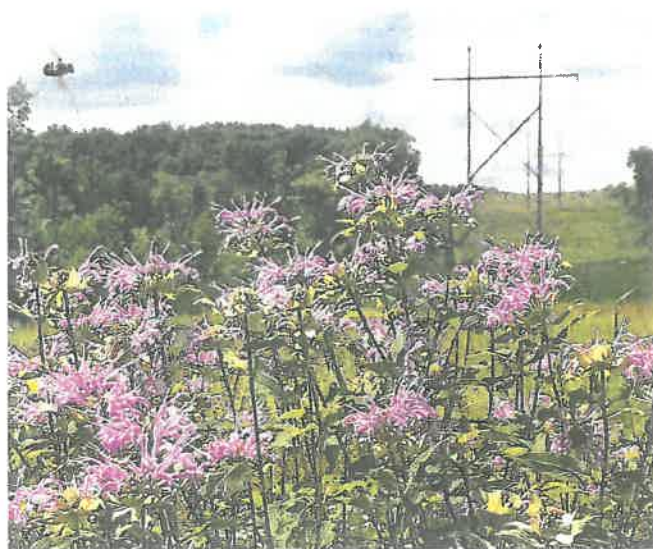
Easements grant rights to remove vegetation

An easement gives ATC the legal rights to use the property for the specific purpose of constructing, operating and maintaining the electric grid. The property within the easement is often referred to as the right-of-way or easement strip. Though easement rights may vary from property to property, they typically limit the use of the right-of-way, and they typically allow ATC to remove trees, incompatible vegetation and other obstacles that could interfere with the operation and maintenance of the electric grid. As the property is transferred and sold to new owners, the easement rights remain in place.

ATC's vegetation management practices

Outages that occur on high-voltage electric lines can create a larger, widespread impact than those that occur on lower-voltage lines because thousands of homes and businesses can be impacted. An outage on one high-voltage electric line can trigger outages on other lines across a large geographic area. This cascading effect could result in significant damage to the entire electrical grid that would create challenges when restoring power after an outage.

ATC's vegetation management program helps ensure that adequate clearances between high-voltage electric lines, trees and other vegetation are maintained at all times. To achieve safe clearances in the right-of-way, incompatible vegetation is pruned or removed.



A tree does not need to make direct contact with a high-voltage electric line to create a hazard or a dangerous situation. Incompatible vegetation in a right-of-way can threaten the reliability of the electric grid and lead to wide-spread power outages.

In most situations, landowners should expect that all trees and dense, incompatible vegetation will be removed from the right-of-way during vegetation management work. Trees that are dead, dying, diseased, leaning toward the wires, or are displaying some other defect to their structural integrity are considered hazard trees. Removing hazard trees, even when they are located outside the right-of-way, helps ATC avoid the danger of these trees causing an outage or damage to the lines, poles and wires.

How we work with you

ATC generally gives landowners advance notice to make them aware that right of way maintenance is scheduled in their area. A work plan is developed for each property by professional utility foresters, which is based on ATC vegetation management standards. Right of way width, pole type, voltage, vegetation type and growth rates, line sag and sway, topography, right-of-way access and vegetation maintenance cycles also are factors in developing a work plan.



What to expect with initial clearing

As part of the project, a professional utility forester will contact the landowner to explain how we will handle tree and brush removal and disposal on the property before any vegetation management work is conducted. For example:

Wetlands and invasive species

- If the property contains a delineated wetland, we will work with the landowner to determine appropriate disposition methods.
- If the vegetation to be cleared contains state-listed invasive species, we will discuss proper handling and management practices with the landowner.

Herbicide application

Vegetation may be treated with herbicides through a variety of application methods based on site conditions. Herbicide application lessens the need for extensive clearing and mowing in the future. ATC uses herbicides applied by licensed applicators. The herbicides may be applied directly to specific trees or brush or applied over an entire area. When used correctly, minimal effects can be expected on grasses.

What to plant near power lines

Low-growing vegetation is most compatible with high-voltage electric lines. Herbicides that are used effectively promote the growth of compatible vegetation that can thrive and support a suitable habitat for pollinators and other wildlife. Low-growing vegetation also has deep root systems, making these plants resilient and more likely to recover from disturbances resulting from maintenance and repair work in the right-of-way.



Visit atc-growsmart.com to review our planting guide, which provides suggestions for grasses and flowers that are compatible with high-voltage electric facilities in the Upper Midwest. Be aware that guidelines for planting vegetation near lower-voltage electric lines operated by your local electric utility may be vastly different from those recommended by ATC.

Also, be sure to contact Wisconsin's Diggers Hotline or Michigan's MISS Dig at 811 before digging. A locating service will mark your property for underground utilities at no cost to you.

If you have any questions about ATC's vegetation management practices, or the vegetation management work scheduled for your property, please contact us at (866) 899-3204 or visit our website at atcllc.com/learning-center/trees-and-vegetation.



(866) 899-3204 | P.O. Box 47 | Waukesha, WI 53187-0047

atcllc.com



April 2023





City of Gladstone, MI

1100 Delta Avenue
Gladstone, MI. 49837
www.gladstonemi.org

Staff Report

Agenda Date: July 8, 2024 Eric Buckman, City Manager: _____
 Department: Wastewater Department Head Name: Rodney Schwartz
 Presenter: Rodney Schwartz Kim Berry, City Clerk: _____

This form and any background material must be approved by the City Manager then delivered to the City Clerk by 4:00 PM the Tuesday prior to the Commission Meeting.

AGENDA ITEM TITLE: Wastewater Upgrades Request for Disbursement of Funds Draw #24.

BACKGROUND: According to the procedures required by Michigan Finance Authority State Revolving Loan Fund documents, requests for reimbursement of funds require Commission approval before sending to the State. Draw #24 includes Staab Construction payment #25 totaling \$953,843.00.

FISCAL EFFECT: \$953,843.00

SUPPORTING DOCUMENTATION: Request for Disbursement of Funds Draw #24 packet.

RECOMMENDATION: Approve Request for Disbursement of Funds Draw #24 totaling \$953,843.00

MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
 FINANCE DIVISION - WATER INFRASTRUCTURE FINANCING SECTION

**DRINKING WATER STATE REVOLVING FUND (DWSRF),
 CLEAN WATER STATE REVOLVING FUND (CWSRF), AND
 STRATEGIC WATER QUALITY INITIATIVES FUND (SWQIF)
 REQUEST FOR DISBURSEMENT OF FUNDS**

THIS INFORMATION IS REQUIRED UNDER AUTHORITY OF PARTS 52, 53, AND 54, 1994 PA 451.

PLEASE SEE NEXT PAGE FOR INSTRUCTIONS TO COMPLETE REQUEST

A. Project # 5727-01	B. Request # 24	C. Period Covered by Request 05/23/2024 to 06/24/2024 (M/D/Y) (M/D/Y)	D. Request Type <input checked="" type="checkbox"/> partial <input type="checkbox"/> final	E. Recipient's EIN 38-6004686	F. Loan Amount \$21,305,000
G. Recipient's Name: City of Gladstone					Phone # 906-428-2311
Address: City Hal, 1100 Delta Avenue, Gladstone, MI 49837					
H. Recipient's Bank Name: Baybank					Phone # 906-428-4040
Address: 104 S. 10th Street, Gladstone, MI 49837					
Account Name: Checking				ABA #	Account #
Special Instructions: NA					
I. Budget Items (round amounts to the nearest dollar)				Approved Amount Incurred this Period	Approved Amount Incurred to Date
1. ASSET MANAGEMENT PROGRAM/FISCAL SUSTAINABILITY COSTS					\$0.00
2. PLANNING COSTS					\$0.00
3. RATE METHODOLOGY DEVELOPMENT COSTS					\$39,896.00
4. DESIGN ENGINEERING COSTS					\$1,309,660.00
5. LEGAL/FINANCIAL SERVICE FEES					\$73,625.00
6. ADMINISTRATIVE COSTS					\$2,488.00
7. BOND COUNSEL FEES					\$65,000.00
8. BOND ADVERTISEMENT COSTS					\$6,533.00
9. BID ADVERTISEMENT COSTS					\$0.00
10. CAPITALIZED INTEREST					\$0.00
11. LAND ACQUISITION/RELOCATION COSTS					\$0.00
12. LAND PURCHASE COSTS					\$0.00
13. CONSTRUCTION ENGINEERING COSTS				\$0.00	\$706,182.00
14. CONSTRUCTION COSTS (bid contracts)				\$953,843.00	\$14,817,063.00
15. CONSTRUCTION COSTS (force account)				.	\$0.00
16. EQUIPMENT COSTS					\$0.00
17. OTHER PROJECT COSTS					\$0.00
18. ADJUSTMENTS DUE TO OTHER FUNDING					\$0.00
19. TOTAL AMOUNT INCURRED THIS PERIOD				\$953,843.00	
20. TOTAL CUMULATIVE AMOUNT INCURRED TO DATE					\$17,020,447.00
21. AMOUNT PREVIOUSLY DISBURSED					\$16,066,604.00
22. AMOUNT REQUESTED FOR DISBURSEMENT					\$953,843.00
<p>I certify that I am an authorized representative of the recipient and am authorized to make the following certifications on behalf of the recipient: (i) there is no pending litigation or event which will materially and adversely affect the project, the prospects for its completion, or the recipient's ability to make timely repayments on the obligation issued in connection with this project; (ii) the representations, warranties and covenants contained in the supplemental agreement for the obligations pursuant to which this request for disbursement is submitted continue to be true and accurate in all material respects as of the date hereof; (iii) to the best of my knowledge and belief, the costs above were incurred in accordance with the terms of the supplemental agreement and the application for assistance for this project; and (iv) the amount requested for disbursement represents the loan amount due, which has not previously been requested.</p> <p>Authorized Representative Name (Print or Type): _____ Title: _____</p> <p>Authorized Representative Signature: _____ Date: _____</p> <p style="text-align: center;">EMAIL THIS COMPLETED REQUEST TO YOUR EGLE PROJECT MANAGER OR MAIL TO THE ADDRESS SHOWN ON THE NEXT PAGE</p>					

FOR EGLE USE ONLY:
Approved by EGLE Project Manager: _____ Date: _____

(EQP 3522 REV 3-31-22)

Remit to: **STAAB CONSTRUCTION CORPORATION**
 1800 LAEMLE AVE
 MARSHFIELD, WI 54449

Contractor's Application for Payment No.

25

Application Period: 05/23/24 to 6/24/2024	Application Date: 06/24/24
From (Contractor): Staab Construction Corporation	Via (Engineer): C2AE
Contract:	Engineer's Project No: ENG PROJ NO. 21-0120
Contractor's Project No: 4632-	

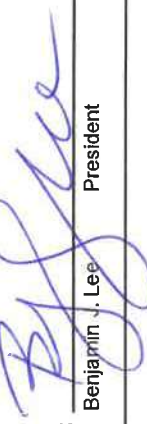
**Application for Payment
Change Order Summary**

Change Orders approved in Previous months by Owner	\$437,578.00		-\$175,604.00
Number	0.00	Additions	Deductions
TOTALS	\$437,578.00		-\$175,604.00
Net Change by Change Orders			\$261,974.00

- 1. ORIGINAL CONTRACT PRICE \$17,743,000.00
- 2. Net Change By Change Orders \$261,974.00
- 3. Current Contract Price (Line 1+2) \$18,004,974.00
- 4. TOTAL COMPLETED AND STORED TO DATE (Column G on Progress Estimate) \$15,717,311.60
- 5. RETAINAGE:
 - 5.00 % of Total Contract (Project over 50% Complete) \$900,248.70
 - c. Total Retainage (Line 5a - 5b) \$14,817,062.90
- 6. AMOUNT ELEGIBLE TO DATE (Line 4 - Line 5c) \$13,863,219.90
- 7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) .. \$953,843.00
- 8. AMOUNT DUE THIS APPLICATION. \$3,187,911.10
- 9. BALANCE TO FINISH, PLUS RETAINAGE \$3,187,911.10

Contractor's Certification
 The undersigned Contractor certifies, to the best of its knowledge, the following:
 (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment;
 (2) Title of all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and
 (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

STAAB CONSTRUCTION CORPORATION

By:  Benjamin J. Lee, President
 Date: **6-28-24**

Payment of: **\$953,843.00**
 Line 8 or other - attach explanation of other amount

is recommended by: _____ (Engineer) _____ (Date)

Payment of: **\$953,843.00**
 Line 8 or other - attach explanation of other amount

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ (Funding or Financing Agency (if applicable)) _____ (Date)

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 25 Contract: 4632- GLADSTONE, MI WWTF

Application No.: 25

Application Date: 6/24/2024

To: 6/24/2024

Architect's Project No.: ENG PROJ NO. 21-0120

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	This Period In Place					
010010-00	PM/Supervision	420,000.00	410,000.00	6,000.00	0.00	416,000.00	4,000.00	99.05%	
012200-00	Bonds & Insurance	205,000.00	205,000.00	0.00	0.00	205,000.00	0.00	100.00%	
013100-00	Misc Job Expenses	420,000.00	411,000.00	5,000.00	0.00	416,000.00	4,000.00	99.05%	
015000-00	Temporary Facilities	130,000.00	126,000.00	2,000.00	0.00	128,000.00	2,000.00	98.46%	
016000-00	Yard & Equipment	545,000.00	520,000.00	15,000.00	0.00	535,000.00	10,000.00	98.17%	
024100-00	Demolition	145,000.00	135,000.00	10,000.00	0.00	145,000.00	0.00	100.00%	
024135-00	Equipment Demo	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00	100.00%	
030000-00	Sitework Concrete	130,000.00	85,000.00	30,000.00	0.00	115,000.00	15,000.00	88.46%	
030000-10	Service Concrete	140,000.00	90,000.00	50,000.00	0.00	140,000.00	0.00	100.00%	
030000-20	Administration Concrete	255,000.00	255,000.00	0.00	0.00	255,000.00	0.00	100.00%	
030000-30	Primary Settling Tank Concrete	510,000.00	510,000.00	0.00	0.00	510,000.00	0.00	100.00%	
030000-40	MBBR Concrete	495,000.00	495,000.00	0.00	0.00	495,000.00	0.00	100.00%	
030000-50	Final Settling Tank No 1 & 2 Concr	63,000.00	63,000.00	0.00	0.00	63,000.00	0.00	100.00%	
030000-54	Final Settling Tank No 3 Concrete	305,000.00	305,000.00	0.00	0.00	305,000.00	0.00	100.00%	
030000-56	Splitter Box Concrete	55,000.00	55,000.00	0.00	0.00	55,000.00	0.00	100.00%	
030000-60	Chlorine Contact Concrete	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00	100.00%	
030000-70	Primary Digester Concrete	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00%	
034000-00	Precast Concrete	46,000.00	46,000.00	0.00	0.00	46,000.00	0.00	100.00%	
036200-00	Concrete Repairs	26,000.00	20,000.00	0.00	0.00	20,000.00	6,000.00	76.92%	
042000-00	Masonry	393,000.00	316,800.00	56,200.00	0.00	373,000.00	20,000.00	94.91%	
055000-00	Metal Fabrications	320,000.00	178,000.00	120,000.00	0.00	308,000.00	12,000.00	96.25%	
066000-00	FRP Fabrications	110,000.00	110,000.00	0.00	0.00	110,000.00	0.00	100.00%	
068160-00	FRP Weirs & Baffles	114,000.00	61,000.00	35,000.00	8,000.00	104,000.00	10,000.00	91.23%	
072113-00	Foundation Insulation	7,000.00	7,000.00	0.00	0.00	7,000.00	0.00	100.00%	
074213-00	Insulated Wall Panels	100,000.00	0.00	0.00	0.00	0.00	100,000.00	0.00%	
075300-00	Single Ply Roof	300,000.00	134,000.00	70,000.00	0.00	234,000.00	66,000.00	78.00%	
081000-00	Metal & FRP Doors	180,000.00	180,000.00	0.00	0.00	180,000.00	0.00	100.00%	
084000-00	Alum Doors & Windows	32,000.00	32,000.00	0.00	0.00	32,000.00	0.00	100.00%	
092116-00	Metal Stud & Drywall	38,000.00	38,000.00	0.00	0.00	38,000.00	0.00	100.00%	
093000-00	Ceramic Tile	9,000.00	9,000.00	0.00	0.00	9,000.00	0.00	100.00%	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 25 Contract: 4632-GLADSTONE, MI WWTF

Application No.: 25

Application Date: 6/24/2024

To: 6/24/2024

Architect's Project No.: ENG PROJ NO. 21-0120

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	% (G / C)					
095100-00	Ceiling Tile	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00	0.00
096500-00	Resilient Flooring	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.00	0.00
099100-00	Painting	480,000.00	250,000.00	130,000.00	0.00	0.00	380,000.00	100,000.00	0.00
101000-00	Misc Specialties	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00	0.00
107313-00	Metal Awnings	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00	0.00
123000-00	Casework & Cabinets	95,000.00	95,000.00	0.00	0.00	0.00	95,000.00	0.00	0.00
124000-00	Furnishings ALLOWANCE	40,000.00	18,365.60	0.00	0.00	0.00	18,365.60	21,634.40	0.00
133400-00	Primary Tank Cover	245,000.00	245,000.00	0.00	0.00	0.00	245,000.00	0.00	0.00
220500-00	Plumbing	405,000.00	329,000.00	60,000.00	0.00	0.00	389,000.00	16,000.00	0.00
230500-00	HVAC	1,400,000.00	870,000.00	87,000.00	0.00	0.00	957,000.00	443,000.00	0.00
260500-00	Electrical Construction	2,300,000.00	1,440,000.00	40,000.00	0.00	0.00	1,480,000.00	820,000.00	0.00
260500-01	Electrical ALLOWANCE	17,000.00	0.00	0.00	0.00	0.00	0.00	17,000.00	0.00
312000-00	Earthwork	590,000.00	502,000.00	30,000.00	0.00	0.00	532,000.00	58,000.00	0.00
312343-00	Dewatering	320,000.00	320,000.00	0.00	0.00	0.00	320,000.00	0.00	0.00
314116-00	Permanent Sheeting	60,000.00	60,000.00	0.00	0.00	0.00	60,000.00	0.00	0.00
321216-00	Asphalt Paving	64,000.00	0.00	0.00	0.00	0.00	0.00	64,000.00	0.00
323100-00	Fencing	75,000.00	12,000.00	0.00	0.00	0.00	12,000.00	63,000.00	0.00
329219-00	Site Restoration	17,000.00	0.00	0.00	0.00	0.00	0.00	17,000.00	0.00
333000-01	Underground Piping Materials	360,000.00	360,000.00	0.00	0.00	0.00	360,000.00	0.00	0.00
333000-02	Underground Piping Install	570,000.00	570,000.00	0.00	0.00	0.00	570,000.00	0.00	0.00
400519-01	Interior Piping Materials	1,100,000.00	650,000.00	410,333.00	0.00	16,000.00	1,076,333.00	23,667.00	0.00
400519-02	Interior Piping Install	390,000.00	210,000.00	100,000.00	0.00	0.00	310,000.00	80,000.00	0.00
400557-00	Stop & Slide Gates	240,000.00	225,000.00	10,000.00	0.00	0.00	235,000.00	5,000.00	0.00
400562-00	Valve Material	650,000.00	0.00	650,000.00	0.00	0.00	650,000.00	0.00	0.00
412214-00	Trolley & Hoist	49,000.00	0.00	44,000.00	0.00	0.00	44,000.00	5,000.00	0.00
431133-00	Rotary Screw Blower	4,000.00	0.00	0.00	0.00	0.00	0.00	4,000.00	0.00
432313-00	Centrifugal Slurry Pumps	78,000.00	0.00	73,000.00	0.00	0.00	73,000.00	5,000.00	0.00
432331-00	Drypit Sumpersible Pumps	370,000.00	18,138.00	341,862.00	0.00	0.00	360,000.00	10,000.00	0.00
432331-01	Vertical Non Clog Sewage Pumps	62,000.00	6,632.00	0.00	0.00	50,368.00	57,000.00	5,000.00	0.00
462133-00	Rotary Drum Screen	145,000.00	0.00	10,750.00	0.00	119,250.00	130,000.00	15,000.00	0.00

Item 10.

CONTINUATION SHEET

Application and Certification for Payment, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

Invoice #: 25

Contract: 4632-GLADSTONE, MI WWTF

Application No.: 25

Application Date: 6/24/2024

To: 6/24/2024

Architect's Project No.: ENG PROJ NO. 21-0120

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		E This Period In Place	F Materials Presently Stored (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H Balance To Finish (C-G)	I Retainage
			From Previous Application (D+E)	% (G / C)					
462324-00	Vortex Grit Removal and Classifier	380,000.00	0.00	342,000.00	0.00	0.00	342,000.00	38,000.00	90.00%
464350-00	Chain and Flight Sludge Collector	355,000.00	350,000.00	0.00	0.00	0.00	350,000.00	5,000.00	98.59%
465326-00	MBBR Equipment	610,000.00	600,000.00	0.00	0.00	0.00	600,000.00	10,000.00	98.36%
467318-00	Digester Floating Cover	280,000.00	280,000.00	0.00	0.00	0.00	280,000.00	0.00	100.00%
467330-00	Mechanical Sludge Mixing Equip	80,000.00	79,510.00	0.00	0.00	0.00	79,510.00	490.00	99.39%
467333-00	Digester Gas Handling	130,000.00	0.00	0.00	0.00	98,262.00	98,262.00	31,738.00	75.59%
467341-00	Spiral Heat Exchanger	80,000.00	74,011.00	0.00	0.00	0.00	74,011.00	5,989.00	92.51%
468000-00	Samplers	48,000.00	0.00	0.00	0.00	0.00	0.00	48,000.00	0.00%
C.O. # 01	Change Order #1	-68,722.00	0.00	-68,722.00	0.00	0.00	-68,722.00	0.00	100.00%
C.O. # 02	Change Order #2	69,561.00	0.00	69,561.00	0.00	0.00	69,561.00	0.00	100.00%
C.O. # 03	Change Order #3	120,708.00	0.00	120,708.00	0.00	0.00	120,708.00	0.00	100.00%
C.O. # 04	Change Order #4	-47,909.00	0.00	-47,909.00	0.00	0.00	-47,909.00	0.00	100.00%
C.O. # 05	Change Order #5	-57,379.00	0.00	-57,379.00	0.00	0.00	-57,379.00	0.00	100.00%
C.O. # 06	Change Order #6	154,269.00	30,125.00	0.00	0.00	0.00	30,125.00	124,144.00	19.53%
C.O. # 07	Change Order #7	66,842.00	23,408.00	43,434.00	0.00	0.00	66,842.00	0.00	100.00%
C.O. # 08	Change Order #8	26,198.00	0.00	26,198.00	0.00	0.00	26,198.00	0.00	100.00%
C.O. # 09	Change Order #9	-1,594.00	0.00	-1,594.00	0.00	0.00	-1,594.00	0.00	100.00%
Grand Totals		18,004,974.00	12,572,989.60	2,812,442.00	2,812,442.00	331,880.00	15,717,311.60	2,287,662.40	87.29%

STORED MATERIAL SUMMARY

Application and Certification for Payment, containing

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In tabulations below, amounts are stated to the nearest dollar.

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Application No.: 25

Application Date: 6/24/2024

To: 6/24/2024

Architect's Project No.: ENG PROJ NO. 21-0120

Item No.	Description of Work	Storage End Last Period	New Shipments	Used This Period	Storage End This Period	Remarks
010010-00	PM/Supervision	0.00	0.00	0.00	0.00	
012200-00	Bonds & Insurance	0.00	0.00	0.00	0.00	
013100-00	Misc Job Expenses	0.00	0.00	0.00	0.00	
015000-00	Temporary Facilities	0.00	0.00	0.00	0.00	
016000-00	Yard & Equipment	0.00	0.00	0.00	0.00	
024100-00	Demolition	0.00	0.00	0.00	0.00	
024135-00	Equipment Demo	0.00	0.00	0.00	0.00	
030000-00	Sitework Concrete	0.00	0.00	0.00	0.00	
030000-10	Service Concrete	0.00	0.00	0.00	0.00	
030000-20	Administration Concrete	0.00	0.00	0.00	0.00	
030000-30	Primary Settling Tank Concrete	0.00	0.00	0.00	0.00	
030000-40	MBBR Concrete	0.00	0.00	0.00	0.00	
030000-50	Final Settling Tank No 1 & 2 Concr	0.00	0.00	0.00	0.00	
030000-54	Final Settling Tank No 3 Concrete	0.00	0.00	0.00	0.00	
030000-56	Splitter Box Concrete	0.00	0.00	0.00	0.00	
030000-60	Chlorine Contact Concrete	0.00	0.00	0.00	0.00	
030000-70	Primary Digester Concrete	0.00	0.00	0.00	0.00	
034000-00	Precast Concrete	0.00	0.00	0.00	0.00	
036200-00	Concrete Repairs	0.00	0.00	0.00	0.00	
042000-00	Masonry	0.00	0.00	0.00	0.00	
055000-00	Metal Fabrications	120,000.00	0.00	110,000.00	10,000.00	
066000-00	FRP Fabrications	0.00	0.00	0.00	0.00	
068160-00	FRP Weirs & Baffles	25,000.00	0.00	17,000.00	8,000.00	
072113-00	Foundation Insulation	0.00	0.00	0.00	0.00	
074213-00	Insulated Wall Panels	0.00	0.00	0.00	0.00	
075300-00	Single Ply Roof	60,000.00	0.00	30,000.00	30,000.00	
081000-00	Metal & FRP Doors	0.00	0.00	0.00	0.00	
084000-00	Alum Doors & Windows	0.00	0.00	0.00	0.00	
092116-00	Metal Stud & Drywall	0.00	0.00	0.00	0.00	
093000-00	Ceramic Tile	0.00	0.00	0.00	0.00	
095100-00	Ceiling Tile	0.00	0.00	0.00	0.00	
096500-00	Resilient Flooring	0.00	0.00	0.00	0.00	
099100-00	Painting	0.00	0.00	0.00	0.00	

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Architect's Project No.: ENG PROJ NO. 21-0120

Item No.	Description of Work	Storage End Last Period	New Shipments	Used This Period	Storage End This Period	Remarks
101000-00	Misc Specialities	0.00	0.00	0.00	0.00	
107313-00	Metal Awnings	0.00	0.00	0.00	0.00	
123000-00	Casework & Cabinets	0.00	0.00	0.00	0.00	
124000-00	Furnishings ALLOWANCE	0.00	0.00	0.00	0.00	
133400-00	Primary Tank Cover	0.00	0.00	0.00	0.00	
220500-00	Plumbing	0.00	0.00	0.00	0.00	
230500-00	HVAC	0.00	0.00	0.00	0.00	
260500-00	Electrical Construction	0.00	0.00	0.00	0.00	
260500-01	Electrical ALLOWANCE	0.00	0.00	0.00	0.00	
312000-00	Earthwork	0.00	0.00	0.00	0.00	
312343-00	Dewatering	0.00	0.00	0.00	0.00	
314116-00	Permanent Sheeting	0.00	0.00	0.00	0.00	
321216-00	Asphalt Paving	0.00	0.00	0.00	0.00	
323100-00	Fencing	0.00	0.00	0.00	0.00	
329219-00	Site Restoration	0.00	0.00	0.00	0.00	
333000-01	Underground Piping Materials	0.00	0.00	0.00	0.00	
333000-02	Underground Piping Install	0.00	0.00	0.00	0.00	
400519-01	Interior Piping Materials	386,333.00	0.00	370,333.00	16,000.00	
400519-02	Interior Piping Install	0.00	0.00	0.00	0.00	
400557-00	Stop & Slide Gates	0.00	0.00	0.00	0.00	
400562-00	Valve Material	583,033.00	0.00	583,033.00	0.00	
412214-00	Trolley & Hoist	32,912.00	0.00	32,912.00	0.00	
431133-00	Rotary Screw Blower	0.00	0.00	0.00	0.00	
432313-00	Centrifugal Slurry Pumps	37,100.00	0.00	37,100.00	0.00	
432331-00	Drypit Sumpersible Pumps	341,862.00	0.00	341,862.00	0.00	
432331-01	Vertical Non Clog Sewage Pumps	50,368.00	0.00	0.00	50,368.00	
462133-00	Rotary Drum Screen	119,250.00	0.00	0.00	119,250.00	
462324-00	Vortex Grit Removal and Classifier	336,359.00	0.00	336,359.00	0.00	
464350-00	Chain and Flight Sludge Collector	0.00	0.00	0.00	0.00	
465326-00	MBBR Equipment	0.00	0.00	0.00	0.00	
467318-00	Digester Floating Cover	0.00	0.00	0.00	0.00	
467330-00	Mechanical Sludge Mixing Equip	0.00	0.00	0.00	0.00	
467333-00	Digester Gas Handling	98,262.00	0.00	0.00	98,262.00	

STORED MATERIAL SUMMARY

Application and Certification for Payment, containing

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Application Date: 6/24/2024

To: 6/24/2024

Architect's Project No.: ENG PROJ NO. 21-0120

Item No.	Description of Work	Storage End Last Period	New Shipments	Used This Period	Storage End This Period	Remarks
467341-00	Spiral Heat Exchanger	0.00	0.00	0.00	0.00	
468000-00	Samplers	0.00	0.00	0.00	0.00	
C.O. # 01	Change Order #1	0.00	0.00	0.00	0.00	
C.O. # 02	Change Order #2	0.00	0.00	0.00	0.00	
C.O. # 03	Change Order #3	0.00	0.00	0.00	0.00	
C.O. # 04	Change Order #4	0.00	0.00	0.00	0.00	
C.O. # 05	Change Order #5	0.00	0.00	0.00	0.00	
C.O. # 06	Change Order #6	0.00	0.00	0.00	0.00	
C.O. # 07	Change Order #7	0.00	0.00	0.00	0.00	
C.O. # 08	Change Order #8	0.00	0.00	0.00	0.00	
C.O. # 09	Change Order #9	0.00	0.00	0.00	0.00	
Grand Totals		2,190,479.00	0.00	1,858,599.00	331,880.00	



City of Gladstone, MI

1100 Delta Avenue
Gladstone, MI. 49837
www.gladstonemi.gov

Staff Report

Agenda Date: 07-08-2024 Eric Buckman, City Manager: _____
 Department: City Commission Department Head Name: _____
 Presenter: Eric Buckman Kim Berry, City Clerk: _____

This form and any background material must be approved by the City Manager then delivered to the City Clerk by 4:00 PM the Tuesday prior to the Commission Meeting.

AGENDA ITEM TITLE: Local Union 906 IBEW – City of Gladstone Supervisory Employees

BACKGROUND:

Negotiating Team consisting of Mayor Joe Thompson and Manager Buckman met with the Supervisors Union and agreed to the Tentative Agreement as presented.

FISCAL EFFECT:

SUPPORTING DOCUMENTATION:

Tentative Agreement 04-01-2024 to 03-31-2027

RECOMMENDATION:

Approve Tentative Agreement as presented for the 906 IBEW effective 04-01-2024.

AGREEMENT

between

THE CITY OF GLADSTONE

and

LOCAL NUMBER 906

OF THE

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS

CITY OF GLADSTONE SUPERVISORY EMPLOYEES

Effective: April 1, 2024

to

March 31, 2027 (TA-9)

TABLE OF CONTENTS

ARTICLE

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II	UNION SECURITY
	AUTHORIZATION FOR PAYROLL DEDUCTION
III	GRIEVANCE PROCEDURE/TERMINATION
IV	SENIORITY
V	WORKING HOURS
VI	PAYDAY
VII	GENERAL WORKING RULES
VIII	VACATIONS
IX	HOLIDAYS
X	SICK LEAVE
XI	LEAVES OF ABSENCE
XII	INSURANCE
XIII	LONGEVITY
XIV	CLASSIFICATION AND COMPENSATION SCHEDULE
XV	PENSION
XVI	EFFECTIVE DATE

AGREEMENT

THIS AGREEMENT is entered into on this 30th day of March, 2024 between the CITY OF GLADSTONE, MICHIGAN (hereinafter referred to as the "CITY or EMPLOYER") and LOCAL UNION NUMBER 906, of the International Brotherhood of Electrical Workers (hereinafter referred to as the "UNION").

It is mutually agreed by Local 906 of the International Brotherhood of Electrical Workers, and the City of Gladstone in its Management that the foregoing Agreement shall be effective as of April 1, 2024 and shall continue in effect until March 31, 2027 and provided, further, that after March 31, 2024 said contract will remain in effect from year to year until either party notifies the other in writing within sixty (60) days of any such yearly period of its intention to amend, modify, or terminate the terms of the contract.

If any provision of this Agreement shall be found to be in conflict with any Statutes or Regulations of the United States or the State of Michigan by court of competent jurisdiction, such provision shall be deemed null and void and of no further effect. However, such provisions shall be severable from the remainder of the Agreement, and all other provisions hereof shall continue in full force and effect. Any provision found to be in violation of the above-mentioned Statutes or Regulations shall be immediately renegotiated by the parties hereto. Upon Mutual agreement between the parties, this contract may be reopened.

WITNESSETH, in consideration of harmonious relations and settled conditions of employment with financial and personal relations mutually beneficial, and in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

ARTICLE I **Management Rights**

Sec 1.01 The City shall, on its own behalf and on behalf of the electors, retain and reserve unto itself without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitutions of the State of Michigan and of the United States, and the Gladstone City Charter.

Further, except as limited by the provisions of this Agreement, the Employer shall have the following rights:

- 1) to operate and direct the affairs of the City and all of its various aspects;
- 2) the rights to establish the overall direction of the workforce, including the right to determine the size, deployment, scheduling, duties and adjusting compensation due to job requirements, (TA-1) of the workforce;

- 3) to determine the qualifications required of all employees;
- 4) to direct, plan and control the workforce;
- 5) to direct, plan and control its operations;
- 6) to hire, assign, direct, lay off, recall, transfer or promote employees;
- 7) to demote, suspend or terminate for just cause, subject only to such employees' rights of appeal as set forth in this Agreement, Article 3.
- 8) to establish, change, combine, or discontinue job classifications and to establish the number of people needed or used in all classifications and establish jobs descriptions for all classifications and positions;
- 9) to introduce new and improved operating methods and/or facilities;
- 10) to change existing operating methods and/or facilities;
- ~~11) to prohibit or limit smoking or tobacco use on City property; (TA-2)~~
- 12) to establish policies and rules for the work force not in violation of this agreement;
- 13) to manage in the traditional manner;
- 14) To make, publish and enforce reasonable work rules and regulations; and
- 15) To subcontract for services or purchase any and all materials and supplies necessary for City operations.

Sec. 1.02 The membership of the Union agree that they shall individually and collectively perform loyal and efficient work and service, and that they shall use their influence and best efforts to protect the property of the Employer as well as service to the public at all times. The Employer agrees to co-operate with the Union in its efforts to promote harmony and efficiency among the employees.

Sec. 1.03 The Union and the Employer agree, that in the event of any automation of City processes or systems which effects, or potentially may affect, the employment status or terms and conditions of bargaining unit employees, the Employer will notify the Union at least 60 days prior to the implementation of such automation. The parties further agree that they will mutually negotiate the implementation of any automation, with respect to its effect on the employment status or terms and conditions of employment of bargaining unit employees.

ARTICLE II **Union Security**

~~Michigan's Right to Work Act ("RTW"), PA 349 of 2012 has invalidated the provisions set forth below at Article 2, Section 202 (a) to (e) and Section 208 (a) to (e). The clauses set forth below regarding such matters and all other matters rendered illegal by RTW shall not be deemed contractually required only so long as RTW remains the law of the State of Michigan.~~

~~Notwithstanding RTW, the Employer will deduct Union dues and forward them to the Union, if and so long as it has valid, written wage deduction instructions from each such employee, unless and until they are revoked or modified by such employee.-(TA-10)~~

The Union shall indemnify the Employer and Co-Employers and hold it harmless against any and all suits, claims, demands and/or liabilities that shall arise out of or by reason of any action that shall be taken by the Employer for the purpose of complying with the foregoing provisions of this Article, or in reliance on any written wage deduction instructions, lists, notices or assignments, or wage deduction revocation instructions received from each such employee, unless and until they are revoked or modified by that employee.

Sec. 2.01 This agreement covers all permanent full time supervisory employees; Electric Supervisor, Public Works Supervisor, Water Superintendent, Wastewater Superintendent, combined Water/Wastewater Superintendent, Parks & Recreation Director, Assistant Parks & Recreation Director, Community Development Director and Treasurer. It is expressly agreed that this Agreement does not cover the positions of City Manager, Public Safety Director, Assessor and City Clerk. The City of Gladstone recognizes the Union as the exclusive bargaining agency for these employees, and agrees to co-operate with the Union in maintaining harmonious relations between the parties hereto.

Sec. 2.02 Union Security. Requirements of Union Membership.

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.
- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union commencing thirty (30) days after the effective date of this Agreement and such condition shall be required for the duration of this Agreement.
- (c) Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

Sec. 2.03 The Employer agrees that there shall be no intimidation, coercion or discrimination against any of the employees covered by this Agreement because of their activities in the Union.

Sec. 2.04 The Employer agrees to notify the Union of any proposed sale, conveyance, transfer, lease, assignment, consolidation or merger and to provide, and continue to provide any and all

information about the sale, conveyance, transfer, lease, assignment, consolidation, or merger, including a copy of the proposed legal documents setting forth the transaction in question. Such notification and information shall be provided at the earliest possible time, but, in any event, at least 60 days prior to the effective date of any agreement between the Employer and proposed successor.

The Employer shall timely notify the Union, provide the required information, and allow a Union representative to be present at negotiations involving the transaction in question.

Sec. 2.05 The Union recognizes that all unit members are appointed by the City Manager of the City of Gladstone. The Employer shall have the right to exercise discipline in the interest of good service and the proper conduct of its business. When management determines candidates for such a position to be equal in terms of ability and qualifications, seniority would prevail.

Sec. 2.06 Employees, through the representative of the Union, shall have the right to a hearing on any difference of opinion as to promotions or demotions, discipline administered, lay-offs, or discharge per Article 3.

Sec. 2.07 Authorized representatives of the Union who may wish to visit a plant or job during working hours, where work under this Agreement is being performed, may do so by obtaining approval from the City Manager, but must not hinder or interfere with the progress of the work.

Sec. 2.08 Union Dues and Initiation Fees.

The Union agrees to hold the City harmless where the collection of dues on the Unions behalf. The Union bears ultimate liability for any dispute with its members about the collection of dues.

- (a) Payment of Check-Off. Employees shall render the initiation fee and monthly membership dues by signing the Authorization for Check-off of Dues form.
- (b) Check-off Forms: During the life of this Agreement and in accordance with the terms of the form of Authorization of Check-off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-off of Dues form:

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments, and, one (1) each month, an amount established by the Union as monthly dues. The amount deducted shall be paid to the Financial Secretary of the Union.

By: _____
Last Name First Name Middle Name

To: _____
Employer Department

Date to Start Deduction: _____

Signed: _____

Address: _____

- (c) When Deductions Begin: Check-off deductions under all properly executed Authorization for Check-off of Dues forms shall become effective at the time the application is signed by the employee and shall be deducted from the first pay of the month and each month thereafter.
- (d) Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated financial officer of the Local Union with a list for whom dues have been deducted as soon as possible after the first pay day of the month.
- (e) Termination of Check-off: An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

ARTICLE III
Dispute
Resolutions/Mediation/
Termination

Sec. 3.01 The Management and the Union agree to foster harmonious relations and settled conditions of employment; and it is mutually agreed by the parties hereto that neither party will permit, encourage, or take part in any lock-out, strike, work stoppage, walkout, or other interruptions of the public service; and that all differences, disputes, and controversies, if not otherwise settled by conference or negotiation as provided in this Agreement, shall be settled by

mediation, as is hereinafter provided.

Sec. 3.02 All employees of the City of Gladstone serve at the pleasure of the City. During his or her probationary period, an employee can be terminated by the City without explanation. Upon completion of a probationary period, including any extended probationary period, the status of such employees is that of an at-will employee, who serves at the pleasure of the City, subject, however to the appeal rights set forth below.

Step 1. An employee with a complaint shall discuss the matter with their immediate supervisor, or designated representative, within five (5) working days from the time of the occurrence of the events giving rise to the complaint or within five (5) working days from the time the employee involved first knew or could have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. The immediate supervisor, or designated representative, will endeavor to give an oral answer to the complaint within five (5) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

Step 2. Department heads, may appeal any adverse action by the City Manager to the City Commission. The decision of the City Commission will be **absolutely the final decision of the City. There shall be no right of appeal to any Commission or to any court or administrative tribunal.** (TA-3)

As used in this section, "appeal" means a right to an administrative hearing that includes basic due process, including notice of the time and place of any hearing, a hearing before the City Manager or the City Commission, as applicable, a reasonably definite statement of the charges against the employee, the right to cross-examine adverse witnesses and produce witnesses, and an informal statement of the findings of the City Manager, as applicable.

It is agreed that prior to a final decision regarding work place disputes, either party may request mediation under the Public Employee Relations Act (PERA) but neither party is obligated to participate in mediation.

Sec. 3.05 Disciplinary action or measures may include the following in order dependent upon the severity of the offense as outlined in city policy:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Discharge

If the Employer has reason to reprimand an employee, it shall be done, if possible, in a manner that will not embarrass the employee before others.

If an offense is of the nature to endanger other employees, the public, and/or property,

either public or private, the employee may be sent home.

Any employee who is suspended or discharged shall have the right to appeal any adverse decision to the City Commission, ~~as per the City Personnel Policies. (TA-4)~~ If the City Manager believes immediate suspension is warranted pending an investigation, the employee may be suspended for no more than five (5) working days. Within said five (5) working days, the City Manager shall determine as to whether any initial suspension shall be extended or converted into a discharge. During this period of initial suspension, or within five (5) business days after such suspension or discharge is imposed, the employee may, if he or she feels that they have been unjustly dealt with, request a hearing and a statement of the offense before the City Manager. If the City Manager's resolution does not satisfy the employee, he or she may invoke the dispute resolution procedures set forth in this agreement within five (5) days of any decision issued by the City Manager.

If the suspension or discharge is revoked, the employee shall be returned to employment and receive full compensation at this regular rate for the time lost, unless mutually agreed that such employee will be disciplined without pay as a condition of such revocation.

In the event of discipline or discharge as provided by the discipline procedure, the steps and requirements as provided by Article III of this collective bargaining agreement shall apply.

Sec. 3.06 Termination for Cause: By action of the City Manager after a finding that the employee has willfully and materially failed to perform their duties under this contract continuing after receipt of notice from the City Manager, or for the reason of the employee's misfeasance, malfeasance or nonfeasance, the City Manager may terminate the employment for just cause and under such circumstances, the City shall pay for accumulated **sick and** vacation time, but no other severance amounts. Just cause shall be defined as stealing, abuse of controlled substance (narcotics) as defined by state and federal regulatory agencies. Excessive absenteeism or tardiness, walking off duty without permission of the City Manager, fighting or gambling while on duty, carrying weapons on duty without authorization, falsifying city records, falsifying leave requests, conviction of a felony and sexual harassment.

Termination for Other Than Just Cause: The employment of an employee covered by this contract may be terminated by the City for reasons other than just cause attributable to the employee. In the event the City elects to terminate the employee covered by this contract for reasons other than just cause attributable to them, the City agrees to make a severance payment. If such action is taken by the City, the City shall pay an amount equal to six (6) months of their salary. All fringe benefits shall continue for the duration of such salary payments. **Final severance payment shall include 25% of accumulated sick time and 100% vacation.** ~~and any 25% accumulated sick and vacation time shall be paid to the employee.~~

Such severance pay will be paid to the employee over a period of its paydays. The severance payment will be made by checks issued on regular City paydays, and such checks will have all appropriate withholding taxes or obligations deducted.

ARTICLE IV **Seniority**

Sec. 4.01 Seniority is established from the employee's original date of continuous full-time employment, and is used in determining length of vacations, amount of sick leave, and/or other fringe benefits not related to job seniority classification. Any employee transferring into this unit from other City employment will carry their City seniority over. Unit seniority shall begin on the first day of employment in a unit position.

Sec. 4.02 All new positions and all vacancies in Supervision shall be posted and Management shall attempt to fill such positions from present employees within this unit, however management retains the right to make appointments to what the Employer finds to be the most able and qualified. Salary for any new position or combination of existing positions will be negotiated.

Sec. 4.03 An employee shall lose his/her length of service for the following reasons:

1. Voluntary resignation;
2. Absence for two working days without notifying the City; or
3. Failure to return to work when recalled from layoff as set forth in the recall procedures.
4. Layoff for a period in excess of two (2) years.

ARTICLE V **Working Hours**

Sec. 5.01 The City Manager shall impose each employee's regular hours of employment, after consultation with the employee, and with specific reference to the efficient operation of each employee's department.

ARTICLE VI **Payroll**

Sec. 6.01 Pay days shall be every other week on Friday.

Sec. 6.02 The hourly rate of pay for all purposes, including payroll deductions, shall be calculated by dividing the individual's yearly salary by two thousand eighty (2,080) hours.

Sec. 6.03 Unit members understand that as a condition of employment attendance at council

meetings and other meetings directly pertaining to City business (i.e. budget workshops, planning meetings, community meetings, community group meetings, etc.) may be required as decided by the City Manager.

Sec. 6.04 Unit members understand that as a condition of employment they may be required to work in excess of eight (8) hours a day or forty (40) hours a week including Saturday and/or Sunday. Exempt employees may request flex time for hours worked in excess of 40 hours per week, provided that such flex time is not guaranteed and must be taken as quickly as reasonably possible. In no event will flex time be converted to cash during or after employment by the City. When the City Manager determines such flex time would not interfere with the efficient operation of the employee's department, it should be granted. Nothing contained herein shall be construed to mean that any employees of this unit are considered net-salaried Non-Exempt employees.

Sec. 6.05 Employees eligible to retire must give at least two weeks advanced notice of retirement to collect any earned vacation, sick and prorated longevity payments. The final paycheck will be given to terminated employees as soon as practical. The final paycheck will include wages accrued to the effective termination date, less any deductions which are contemporaneously authorized in writing by the Employee or authorized by Federal or State Law. Permanent full-time employees who have terminated employment with the City due to retirement will receive 25% of accumulated sick leave and pro-rated longevity. All permanent full-time terminated employees will receive payment for unused accrued vacation time.

ARTICLE VII **General Working Rules**

Sec. 7.01 The Employer agrees to provide safe working conditions for its employees, and the employees agree that they will be aware of, know the use of, and will use all safety equipment furnished to them by the Employer during their working hours.

The Employer shall furnish all necessary safety equipment and personal protective equipment. Further, all such equipment shall be tested in the manner and at the time period specified by the manufacturers. It should be worn at all times when working at or near a job with hazardous conditions.

The Employer shall furnish a **government** phone plan to Department Heads at no cost to the employee. If an employee chooses to utilize a personal cell phone plan, that employee will be reimbursed \$50.00 per month for the use of the personal plan. Employees who utilize the government plan shall be eligible to purchase phones at government rates per the plan. (TA-11)

ARTICLE VIII **Vacations**

Sec. 8.01 All regular employees covered by this Agreement shall be entitled to

vacations with regular pay each year in accordance with the following schedule:

YEARS OF SERVICE	TOTAL HOURS/VAC
A. Up to 1st Anniversary Date	65
B. 1st up to 7th Anniversary Date	117
C. 7th up to 13th Anniversary Date	156
D. 13th up to 19th Anniversary Date	195
E. 19th Anniversary and thereafter	234

Proposed Supervisor Vacation Schedule		
Anniversary Date	Vacation Accrual	
	Per Pay-period	Annual
Upon Hire	N/A	Negotiated lump sum upon hire
Upon hire to 1 st Anniversary Date	3.5 Hours	91 Hours
1 st to 7 th Anniversary Date	5.5 Hours	143 Hours
7 th to 13 th Anniversary Date	7.0 Hours	182 Hours
13 th to 19 th Anniversary Date	8.5 Hours	221Hours
19 th Anniversary Date and thereafter	10	260Hours

(TA-5)

- (a) Employees entitled to vacation privileges who retire or voluntarily quit shall be paid for vacation not received only when two (2) weeks of notice of termination is received by Management.
- (b) The City Manager shall determine vacation schedules. Department heads seniority as well as Departmental needs, will be determining factors and apportioning vacation.
- (c) Vacation is accrued and given on a per pay period basis. Maximum accrual of vacation will be ~~275~~ 300 hours. (TA-5)

Sec. 8.02 Where there is no conflict among employees in a particular work group over vacation schedules, such employees may not be required to formally sign up for their vacations in advance but may arrange for their vacations independently with the City Manager.

ARTICLE IX
Holidays

Sec. 9.01 The following eleven (11) designated days shall be recognized as holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and a Floating Holiday in lieu of an employee's birthday.

Sec. 9.02 Unless otherwise agreed between management and the Unit: Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

Sec. 9.03 Unit employees required to work on the above designated Holidays shall receive flex time and time will be calculated at one and one-half (1 1/2) times the number of hours worked.

Sec. 9.04 Except when an employee is on an approved vacation or sick leave or excused absence, he/she must work the scheduled workday before and after the holiday to qualify for pay on the holiday. In the event a Holiday falls during an employee's vacation period, such employee shall receive the Holiday eight (8) hours off with pay.

ARTICLE X Sick Leave

Sec. 10.01 All permanent employees shall be entitled to sick leave accrued at the rate of twelve (12) days per year. One (1) day per month, awarded on the first pay period of the month will be issued beginning from the first day of employment.

Sec. 10.02 Employees are not permitted to use accrued sick days until after completion of probationary period without City Manager approval prior to use. Maximum accumulation is 960 hours. Forty (40) hours of 960 hours may be compensated as vacation time or pay once per fiscal year. Other than as agreed above, sick days may not be utilized for vacation days.

Sec. 10.03 If an employee has not been employed for a full year between the date of hire and April 1, the employee shall be entitled to proportionate sick leave accrued for the portion of year worked. Sick leave will be subtracted as used from total sick leave during the year and sick leave accrues at eight (8) hours per month.

Sec. 10.04 All employees shall be given their regular employment upon return to their regular work, with or without accommodation. Employees missing two (2) consecutive days may be required to produce a doctor's explanation of reason for absenteeism.

Sec. 10.05 If an employee who has qualified for workers compensation wants a full paycheck, they can use their sick leave, vacation time or compensatory time. Such additional payment shall be known as Supplementary Workers' Compensation. To qualify for the additional payment the employee shall give notice to the City of the injury within forty-eight (48) hours of the

occurrence.

Sec. 10.06 The City shall pay the health insurance premium **up to the state capped amount (TA-6)** while an employee is on Workers' Compensation for up to six (6) months.

Sec. 10.07 All employees will be paid for all time spent and remain on clock while undergoing medical attention due to injuries that occurred at work. Employees injured or incapacitated in the actual discharge of duty shall receive compensation and medical care, subject to the Michigan Workers' Compensation Act.

ARTICLE XI

Leaves of Absence & FMLA

Sec. 11.01 The Employer will be in compliance with the FMLA policy. State Law provides that an officer or employee of a Municipal Corporation who is a member of the National Guard or a Federal Reserve shall be entitled to leave of absence from his public office or employment without loss of pay, seniority, status, efficiency, vacation, sick leave, or other benefits for all of the time when he is engaged with such organization in training or active service ordered or authorized by proper authority pursuant to a law for a period not to exceed a total of fifteen (15) days in any calendar year. This leave is allowed only in case he satisfactorily performs this period of military service and returns to his employment at the expiration thereof.

Where the number of employees allowed on vacation at any one time must be limited, military service in accordance with State Law will receive preference over vacations.

Military service in accordance with State Law will in no way affect an employee's vacation or holidays.

Sec. 11.02 All permanent employees will be granted five (5) consecutive workdays for funeral leave, with pay, for deaths in the immediate family (spouse, children of employee or spouse, mother, father, mother-in-law, father-in-law, sister, brother, daughter-in-law, son-in-law, grandmother, grandfather, or grandchild of employee). The employee must attend the funeral to receive this benefit. Employee's requesting funeral leave should notify the City Manager as soon as possible.

Sec. 11.03 Leave of absence with pay may be granted an employee in the interest of professional development for attendance at seminars, schools, conventions, etc., by mutual agreement between Management and the Union. Expense re-imbusement will be based upon budget parameters.

Sec. 11.04 Permanent employees may be granted a leave of absence for a period not to exceed one (1) year unpaid, job protected leave. A written request should be submitted to the City Manager including the reason(s) and anticipated length. A request for an extension of the leave must be approved by the City Manager. An employee who does not return from leave at the specified time is considered to have resigned. While on approved leave of absence

the employee does not accrue vacation, sick days, receive holidays, accrue seniority or receive or be entitled to any other employee benefits. Permanent employees may during the non-FMLA leave, maintain their present insurance coverage through the City by reimbursing the City for the employer's share of any premiums that fall due during such leave.

ARTICLE
XII
Insurance

Eligible employees and their dependents shall be covered, under the City's group hospitalization/medical, dental and optical insurance plans as provided by Michigan Conference of Teamsters Health and Welfare Fund (MCTWF) plan Benefit Package plan 1023 and 122. The City shall pay for three (3) months of health insurance premiums while permanent employees are on layoff.

For each plan year during the term of this Agreement, the Employer's contribution toward the cost of MCTWF's Base Medical Benefits and Prescription Drug Benefits (Plan 1023) will not exceed the annually adjusted hard cap amount set forth in PA 152 of 2011. All premium costs above the annually adjusted hard cap amount shall be covered by the employees who participate in the benefit package plan (1023). The hard cap adjustment paid by the employee will occur in the first pay period after April 1 of each plan year. All employee premiums will be paid through an IRS 125 Plan through weekly payroll deductions.

Post-Retirement Health Buyout: (Approved by City Commission 03/22/21) Care

~~Supervisors hired prior to March 31, 2008 the City shall fund 10 years of MERS Health Care Savings Plan (HCSP). The first deposit in March 2021 will be a cash buyout of \$21,000 (70% of 30,000). Then, annually for 3 years, on April 1st of each year, \$27,000 (90% of \$30,000) will be deposited in their HCSP (three years: April 2021, April 2022, and April 2023).~~

~~At retirement, the employee will have the payment options of any remaining buyout funds:~~

- ~~1) Lump sum deposited in HCSP at 90% reimbursement rate~~
- ~~2) Lump sum cash at 70% reimbursement rate~~

~~If death of the employee occurs prior to final payment of April 2023, the City will pay out any remaining funds to the MERS Health Care Savings Plan on behalf of the employee's beneficiary.~~

~~Department heads eligible for this option include: Barry Lund, Rodney Schwartz, Rob Spreitzer and Michael Kennedy. This is a one time buyout as described in the City of Gladstone's PA 202 Corrective Action Plan. After the final deposit of \$27,000 in April 2023, this will fulfill the City of Gladstone's obligation with respect to other post-employment benefits (OPEB) owed to these employees.~~

The Employer will contribute \$200 a pay period to a MERS Medical Savings Account for those employees who did not receive a one-time buyout for post health. For those employees hired after 4/1/24 the Employer will contribute \$100 a pay period to a MERS Medical Savings Account. (TA-12 included retroactive agreement to 4/1/24)

The City agrees to furnish, at no cost to the employee, a term life insurance policy in the amount of one times base year's salary (with double indemnity for accidental death/dismemberment) for each employee. In addition, the employee's spouse is covered for four thousand (\$4,000.00) dollars. Dependent children of the employee are covered for one hundred (\$100.00) dollars (birth to six months) and two thousand (\$2,000.00) dollars (six months but less than nineteen years to twenty-one years if a full-time student).

The City agrees to compensate employees hired prior to November 1, 2014 \$277.85 bi-weekly, and employees hired on or after that date \$200.00 bi-weekly if the employee does not enroll in the City's health plan (payment in lieu of health coverage). Proof of other insurance is required.

ARTICLE
XIII
Longevity

Longevity payments for continuous service shall be paid on the payday closest to December 1st based on length of service as of the previous November 1st. Longevity pay will be based on a pass/fail merit system, with the determination for eligibility made by the City Manager. Annual payments are as follows:

Length of Service

1 to 5 years continuous service	\$500.00
6 to 10 years continuous service	\$750.00
11 to 15 years continuous service	\$1,000.00
16 to 20 years continuous service	\$1,250.00
21 to 24 years continuous service	\$1,500.00
25 years and above	\$2,000.00 (TA-13)

ARTICLE XIV
Classification and Compensation
Schedule

- (a) The City shall have the right to negotiate wages relative to incoming or newly appointed supervisors. Such negotiations will be between the City and prospective employee.
- ~~(b) The City reserves the right to negotiate a new wage adjustment rate for the Treasurer and the Community Development Director. for members of this contract to be completed no later than one month after ratification of this contract. before this contract is ratified. (TA-16)~~
- (c) The annualized salary adjustments for the term of the contract are shown below;
 - ~~• April 1, 2024: Wage Adjustment in affect~~
 - April 1, 2025: \$4,160 each supervisor
 - April 1, 2026: \$4,160 each supervisor (TA-14)

ARTICLE XV
Pension

Employees enrolled in MERS Defined Contribution ~~as of September 27, 2011~~ will continue to receive the City base contribution of 8% of wages; and City will match any employee contribution up to 3% (TA-15) of their gross (TA-8) wages. Employee contributions are pre-tax.

~~Employees hired after September 27, 2011 will be enrolled in MERS (Michigan Employees' Retirement System) Defined Contribution with the City contributing 8% of wages; and will match any employee contribution up to 2% of their wages. (TA-15)~~

Article XVI
Effective
Date

This Agreement shall become effective as of April 1, 2024.

InWitness Whereof,

The parties hereto have caused this instrument to be executed on this day of _____
_____ 2024.

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS,
LOCAL UNION 906

CITY OF GLADSTONE

President

Mayor

Business Manager

City Manager



City of Gladstone, MI

1100 Delta Avenue
Gladstone, MI. 49837
www.gladstonemi.org

Staff Report

Agenda Date: 07-08-2024 Eric Buckman, City Manager: _____
 Department: City Commission Department Head Name: _____
 Presenter: Eric Buckman Kim Berry, City Clerk: _____

This form and any background material must be approved by the City Manager then delivered to the City Clerk by 4:00 PM the Tuesday prior to the Commission Meeting.

AGENDA ITEM TITLE: POLC Command Officers Letter of Agreement

BACKGROUND:

MERS has contacted us regarding the language in the contracts that describe Defined Benefit calculation and contribution. The change is adding the word gross to define wages deducted from salary. Even though we don't have any union members in Defined Benefit the language must meet their legal department's specifications. This paragraph will be removed from future contracts.

FISCAL EFFECT:

NA

SUPPORTING DOCUMENTATION:

Letter of Agreement: Section 17 Retirement

RECOMMENDATION:

Approve Letter of Agreement Between City of Gladstone and POLC Command Officers

LETTER OF AGREEMENT

WHEREAS, Michigan Employment Retirement System (MERS) has contacted the City of Gladstone ("EMPLOYER") regarding the Defined Benefit language in Gladstone Public Safety Command ("UNION").

WHEREAS, both the Employer and the Union acknowledge that no active employee in Defined Benefit retirement is currently in the Union and the Employer no longer offers it as a retirement choice.

NOW IT IS THEREFORE AGREED by both parties:

To change the language of Section 17.0, RETIREMENT, as follows: (changes hi-lited)

RETIREMENT

Section 17.0 The retirement Defined Benefit plan will be the Michigan Employees Retirement System Benefit B-4, FAC-3 with Employees being allowed to retire at any age with a minimum of 25 years of service.

Effective 4/1/07 employees promoted into the bargaining unit, who were enrolled in the MERS defined benefit plan, will continue in that system. Employees who qualify for the MERS defined benefit plan will contribute one (1) percent of **gross** wages to the MERS obligation, to be deducted from salary.

All employees hired after April 1, 2007, will be required to enroll in the MERS Defined Contribution retirement. The City will contribute 8 %; the employee may contribute an additional 4%, of which no more than 3.0% shall be matched by the City for a total of 11 % Employer contribution. Employees may contribute additional funds to a City participating 457 retirement plans as per IRS guidelines.



City of Gladstone, MI

1100 Delta Avenue
Gladstone, MI. 49837
www.gladstonemi.org

Staff Report

Agenda Date: 07-08-2024 Eric Buckman, City Manager: _____
 Department: City Commission Department Head Name: _____
 Presenter: Eric Buckman Kim Berry, City Clerk: _____

This form and any background material must be approved by the City Manager then delivered to the City Clerk by 4:00 PM the Tuesday prior to the Commission Meeting.

AGENDA ITEM TITLE: POLC Officers Letter of Agreement

BACKGROUND:

MERS has contacted us regarding the language in the contracts that describe Defined Benefit calculation and contribution. The change is adding the word gross to define wages deducted from salary. Even though we don't have any union members in Defined Benefit the language must meet their legal department's specifications. This paragraph will be removed from future contracts.

FISCAL EFFECT:

NA

SUPPORTING DOCUMENTATION:

Letter of Agreement: Section 17 Retirement

RECOMMENDATION:

Approve Letter of Agreement Between City of Gladstone and POLC Officers

LETTER OF AGREEMENT

WHEREAS, Michigan Employment Retirement System (MERS) has contacted the City of Gladstone ("EMPLOYER") regarding the Defined Benefit language in Gladstone Public Safety Command ("UNION").

WHEREAS, both the Employer and the Union acknowledge that no active employee in Defined Benefit retirement is currently in the Union and the Employer no longer offers it as a retirement choice.

NOW IT IS THERFORE AGREED by both parties:

To change the language of Section 17.0, RETIREMENT, as follows: (changes hi-lited)

RETIREMENT

Section 17.0 The retirement benefit plan, for employees hired prior to April 1, 2007, will be the Michigan Employees Retirement System Benefit B-4 with FAC-3 rider with Employees being allowed to retire at any age with a minimum of 25 years of service.

All employees hired after April 1, 2007, will be required to enroll in the MERS Defined Contribution retirement. The City will contribute 8 %; the employee may contribute an additional 4%, of which no more than 3.0% shall be matched by the City for a total of 11 % Employer contribution. Employees may contribute additional funds to a City participating 457 retirement plans as per IRS guidelines.

Commencing with April 1, 2013, Employees who qualify for the MERS defined benefit plan will contribute two (2%) percent of **gross** wages to the MERS obligation, to be deducted from salary. Effective April 1, 2015, the employee's contribution shall increase to three (3) per cent of **gross** wages to the MERS obligation, to be deducted from salary.

Commencing April 1, 2013, a maximum of 240 paid leave hours may be added to the FAC calculation and no overtime will be calculated into the FAC. The City will still pay the balance on vacation, comp time and 25% of sick leave to the employee, but only 240 will be added to the FAC calculation.

For employees covered by MERS Defined Benefit plan, if State law changes and the City loose EVIP due to B4 benefit and level, the Union agrees to reopen this section only.



City of Gladstone, MI

1100 Delta Avenue
Gladstone, MI. 49837
www.gladstonemi.org

Staff Report

Agenda Date: 07-08-2024 Eric Buckman, City Manager: _____
 Department: Elections Department Head Name: _____
 Presenter: Kim Berry Kim Berry, City Clerk: _____

This form and any background material must be approved by the City Manager then delivered to the City Clerk by 4:00 PM the Tuesday prior to the Commission Meeting.

AGENDA ITEM TITLE:

Authorize City Clerk to appoint Election Inspectors for the August 6, 2024 State Primary Election

BACKGROUND:

Election inspectors must be appointed for the August 6, 2024 State Primary Election for Precincts 1, 2 Absent Voter Counting Boards, Receiving Board, Public Accuracy Testing and Early Voting Precinct.

FISCAL EFFECT:

Election workers payroll which is budgeted.

SUPPORTING DOCUMENTATION:

None

RECOMMENDATION:

Authorize City Clerk, Kim Berry to appoint the necessary election inspectors as needed for August 6, 2024 State Primary Election for Precinct 1, 2, Absent Voter Counting Boards, Receiving Board, Public Accuracy Testing and Early Voting Precinct.