



# **GLADSTONE CITY COMMISSION REGULAR MEETING**

City Hall Chambers – 1100 Delta Avenue  
May 22, 2023  
6:00 PM

---

## **AGENDA**

### **CALL TO ORDER**

1. Invocation
2. Pledge of Allegiance
3. Roll Call
- [4.](#) WPPI Public Power Scholarship Recipients - Kaitlyn Demeuse and Mya LaFave
5. Gladstone BraveBots Presentation of EVE

### **PUBLIC HEARINGS**

- [6.](#) Conduct Public Hearing for the Water Department DWSRF Resolution No. 2023-06

### **PUBLIC COMMENT**

### **CONFLICTS OF INTEREST**

### **CONSENT AGENDA**

- [7.](#) DDA Regular Meeting Minutes of April 18, 2023
- [8.](#) City Commission Regular Meeting Minutes of May 8, 2023
- [9.](#) Payment of Bills

### **UNFINISHED BUSINESS**

### **NEW BUSINESS**

- [10.](#) Gladstone Robotics Special Event Application for UP Color Run
11. WPPI Energy "Leading with Purpose" Presentation by Valy Goepfrich, Vice President of Operations
- [12.](#) DDA Board Appointment: Representative from Gladstone Area Schools
- [13.](#) DDA Board Reappointment
- [14.](#) Resolution No. 2023-07 Protecting MI Pension Grant
- [15.](#) Wastewater Upgrades Request for Disbursement of Funds Draw#10
- [16.](#) Funding Options Committee (FOC)
- [17.](#) Saunders Point Brewing LLC - Resolution No. 2023-08
- [18.](#) Ski Hill Subcommittee
- [19.](#) IBEW Local Union No. 876 Tentative Agreement

### **CITY MANAGER'S REPORT**

### **CITY COMMISSION & COMMITTEE REPORTS**

### **BOARDS & COMMISSIONS REPORTS**

## **CITY COMMISSIONER COMMENTS**

## **CITY CLERK COMMENTS**

## **CLOSED SESSION**

[20.](#) City Manager & City Clerk Evaluations

## **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: 05-18-2023

Kimberly Berry, MiPMC  
906-428-2311  
[kberry@gladstonemi.gov](mailto: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.



# City of Gladstone, MI

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

## Staff Report

---

Agenda Date: 05-22-2023                      Eric Buckman, City Manager: \_\_\_\_\_  
 Department: Electric                              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:** WPPI 2023 Public Power Scholarship Recipients – Kaitlyn Demeuse and Mya LaFave

**BACKGROUND:**

WPPI provides two Public Power scholarships (\$1,000.00 each) to graduating Gladstone High School Students

**FISCAL EFFECT:** None

**SUPPORTING DOCUMENTATION:** None

**RECOMMENDATION:**

Check Presentation to scholarship winners – picture taken

GLADSTONE



**City of Gladstone, MI**

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

**MEETING TYPE  
STAFF REPORT**

**Agenda Date:** May 22,2023

**Eric Buckman, City  
Manager:**

**Department:** Water

**Department Head Name:**

Rob Spreitzer

**Presenter:** Scott Nowack, Coleman  
Engineering

**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:**

Public hearing on the proposed City of Gladstone Drinking Water State Revolving Fund Utility Project.

**BACKGROUND:**

The purpose of the proposed project is to replace the aged raw water intake and construct a new second transmission main to the reservoir. Project construction will involve the replacement of street surface, curbs, gutters, sidewalk, and water main within the project areas. Both projects are in the Water Plants Capital Improvement Plan. A public hearing is part of the application process for DWSRF. A Notice of the public hearing was posted May 11, 2023, on the City’s webpage and in the Escanaba Daily Press.

**FISCAL EFFECT:**

The estimated cost to users for the proposed project will come in the form of a water user rate increase with the exact amount of the increase determined by future funding arrangements.

**SUPPORTING DOCUMENTATION:**

Resolution No. 2023-06

**RECOMMENDATION:**

Make motion to approve Resolution No. 2023-06.

**CITY OF GLADSTONE RESOLUTION No. 2023-06  
ADOPTING A FINAL PROJECT PLANNING DOCUMENT  
FOR WATER SYSTEM IMPROVEMENTS  
AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

**WHEREAS**, the City of Gladstone, Michigan recognizes the need to make improvements to its existing water treatment and distribution system; and

**WHEREAS**, the City of Gladstone, Michigan authorized Coleman Engineering Company to prepare a Project Planning Document, which recommends the construction of water distribution system replacement and lead service line replacement in designated areas; and

**WHEREAS**, said Project Planning Document was presented at a Public Hearing held on May 22, 2023 at 6:00 P.M. and all public comments have been considered and addressed;

**NOW THEREFORE BE IT RESOLVED**, that the City of Gladstone, Michigan formally adopts said Project Planning Document and agrees to implement the selected alternative (Alternative 3).

**BE IT FURTHER RESOLVED**, that the City Manager, a position currently held by Eric Buckman, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Planning Document as the first step in applying to the State of Michigan for a Drinking Water State Revolving Fund Loan to assist in the implementation of the selected alternative.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the Gladstone City Council on May 22, 2023.

BY: Kimberly Berry, City Clerk

05-22-2023

\_\_\_\_\_  
Signature

PROJECT PLAN  
FOR  
THE CITY OF GLADSTONE

DRINKING WATER STATE REVOLVING FUND  
PROJECT PLAN  
WATER

DELTA COUNTY, MICHIGAN

MAY 2023



COLEMAN ENGINEERING COMPANY

CIVIL ENGINEERING • ENVIRONMENTAL ENGINEERING  
GEOTECHNICAL ENGINEERING • SURVEYING

PROJECT PLAN  
FOR  
THE CITY OF GLADSTONE

DRINKING WATER STATE REVOLVING FUND UTILITY  
PROJECT PLAN  
WATER

DELTA COUNTY, MICHIGAN

MAY 2023

COLEMAN ENGINEERING COMPANY  
635 Circle Drive  
Iron Mountain, MI 49801

CEC Project #EC-230071



TABLE OF CONTENTS

SECTION 1: EXECUTIVE SUMMARY ..... 1

SECTION 2: BACKGROUND ..... 3

- A. Study and Service Area ..... 3
- B. Population.....3
- C. Existing Environment Evaluation ..... 3
- D. Existing System..... 21
- E. Need for the Project..... 25
- F. Projected Future Needs ..... 28

SECTION 3: ANALYSIS OF ALTERNATIVES ..... 29

- A. Identification of Potential Alternatives..... 29
- B. Analysis of Principal Alternatives ..... 30
- C. Monetary Evaluation..... 31
- D. Partitioning the Project ..... 32
- E. Environmental Evaluation ..... 33
- F. Implementation and Public Participation ..... 33
- G. Technical and Other Considerations ..... 34

SECTION 4: SELECTED ALTERNATIVE ..... 35

- A. Relevant Design Parameters ..... 35
- B. Design Criteria ..... 35
- C. Project Maps ..... 35
- D. Controlling Factors ..... 36
- E. Special Assessment District Projects..... 36
- F. Sensitive Features ..... 36
- G. Schedule for Design and Construction..... 36
- H. Cost Summary ..... 37
- I. Authority to Implement the Selected Alternative ..... 37
- J. User Costs..... 37
- K. Overburdened Community Status ..... 38
- L. Useful Life..... 38

SECTION 5: EVALUATION OF ENVIRONMENTAL IMPACTS ..... 39

- A. Analysis of the Impacts ..... 39

SECTION 6: MITIGATION ..... 41

- A. Short-Term Construction Related Mitigation ..... 41
- B. Mitigation of Long-Term Impacts ..... 42
- C. Mitigation of Indirect Impacts ..... 43

SECTION 7: PUBLIC PARTICIPATION ..... 44

- A. Public Meeting on Project Alternatives ..... 44
- B. Adoption of the Project Plan..... 44

## FIGURES

Figure 1	Project Location Map
Figure 2	Proposed Project Area Map
Figure 3	Air Quality
Figure 4	Wetlands
Figure 5	Coastal Zones
Figure 6.1, 6.2	Gladstone FEMA Maps 1 & 2
Figure 7	Natural Rivers
Figure 8	Wild and Scenic Rivers
Figure 9	Major Surface Waters
Figure 10	Topography
Figure 11	Geology
Figure 12	Soils
Figure 13	Agricultural Resources
Figure 14	Fauna and Flora
Figure 15, 16, 17	Project Area Component Maps
Figure 18	Asset Inventory

## TABLES

Table 1	Population
Table 2	Present Worth Analysis
Table 3	Environmental Evaluation
Table 4	Proposed Schedule
Table 5	Total Project Costs Funded Through DWSRF
Table 6	Current Utility Rates
Table 7	Utility Rates After Project

## APPENDICES

Appendix A	Cost Estimates
Appendix B	Public Participation
Appendix C	Project Plan Resolutions
Appendix D	Project Plan Submittal Forms
Appendix E	Intent to Apply Form
Appendix F	Public Hearing Advertisement
Appendix G	Overburdened Community Status Worksheets

## SECTION 1: EXECUTIVE SUMMARY

---

This Project Plan has been prepared on behalf of the City of Gladstone (City) in an effort to evaluate their existing water distribution systems, determine deficiencies and propose corrective action. The report has been assembled in a format to meet the requirements of the Michigan Department of Environment, Great Lakes and Energy (EGLE). It is expected this document will be submitted to EGLE as part of an application for funding assistance through the Drinking Water State Revolving Fund (DWSRF) program. The need for this study and analysis was determined by the City of Gladstone.

The City of Gladstone is located in south central Delta County in the Upper Peninsula of Michigan. The City owns its water treatment and distribution systems. The water treatment plant is a 1.5 MGD plant which includes disinfection, coagulation, sedimentation, corrosion control, taste and odor control, fluoridation, filtration and storage. The City has approximately 215,000-feet of water main, a 500,000-gallon finished water storage tank, a 1,000,000-gallon underground elevated reservoir, a 250,000-gallon elevated storage tank, one booster station and 273 fire hydrants. The City's water source is Little Bay de Noc on Lake Michigan.

The goal of the proposed project is to maintain a sustainable water distribution and raw water intake system while protecting the health and safety of the public and natural environment. Due to the age of the existing water intake, the raw water intake piping and crib have considerable deterioration. The findings from an underwater inspection are detailed later in this project plan. Although it is operating properly, the intake pipe and crib have been cited as a deficiency in the system by Michigan Department of Environment Great Lakes and Energy (EGLE) and should be replaced no later than December 31, 2025.

Additional funding is also being sought to construct a second 12-inch transmission main connecting the upper and lower service pressure district. A small portion of the existing water main will be replaced when the second 12-inch distribution main is connected. If any lead service lines are found in that area, they will be replaced. Currently there is only one 12-inch distribution main connecting the two pressure districts.

Total project cost for the recommended alternative is \$7,927,050. A project of this magnitude is not easily funded by the City through normal rates considering the existing, primarily residential, user base in the City. In addition, most of the project cost is tied to construction of the water intake. Construction of the intake cannot be phased or split into multiple projects with cost spread out over multiple fiscal years. As such, the City is requesting assistance with project funding in the form of grants to limit the impact to user rates to the greatest extent possible.

None of the considered alternatives are expected to directly impact historical, archaeological, geological, cultural, or recreational resources in the study area. Both action alternatives would have construction related temporary direct adverse impacts to air quality, noise, traffic and material consumption. The action alternatives would have a temporary positive impact on

economics through construction related employment and materials purchased. They would also have positive long-term impacts on the area’s water quality due to a reliable water distribution system. It is expected that the project contract documents and required permits will mitigate any adverse short-term environmental impacts related to construction activities.

DRAFT

**SECTION 2: BACKGROUND**

---

This Project Plan has been prepared on behalf of the City of Gladstone (City) in an effort to evaluate their existing water distribution system, determine deficiencies and propose corrective action. The report has been assembled in a format to meet the requirements of the Michigan Department of Environment, Great Lakes, and Energy (EGLE). It is expected this document will be submitted to EGLE as part of an application for funding assistance through the Drinking Water State Revolving Fund program. The need for this study and analysis was determined by the City of Gladstone.

**A. Study and Service Area**

The City of Gladstone is located in south central Delta County in the Upper Peninsula of Michigan. The study area for this Project Plan is in the City of Gladstone, located primarily in Sections 16, 20, 21 and 22 of Township 40N Range 22W. The proposed project area is limited to Sections 21 and 22 of Township 40N Range 22W. The City is bound on the north by Brampton Township, the west by Escanaba Township and on the south and east by Little Bay de Noc on Lake Michigan. Refer to Figure 1 for a location map and Figure 2 for a proposed project area map.

**B. Population**

U.S. Census Bureau data shows the population for the City of Gladstone has been trending up and down since 1970 and has been very inconsistent. Using those trends would not be an accurate representation of the projected population in 20 years. The most recent data from the Census Bureau estimates a decrease in population of -0.2% from 2020 to 2021. Using the same declining trend as the census, the population has been projected through the 20-year planning period.

Area	1970	1980	1990	2000	2010	2020	2030	2040
City of Gladstone	5237	4533	4565	5032	4973	5257	5168	5081

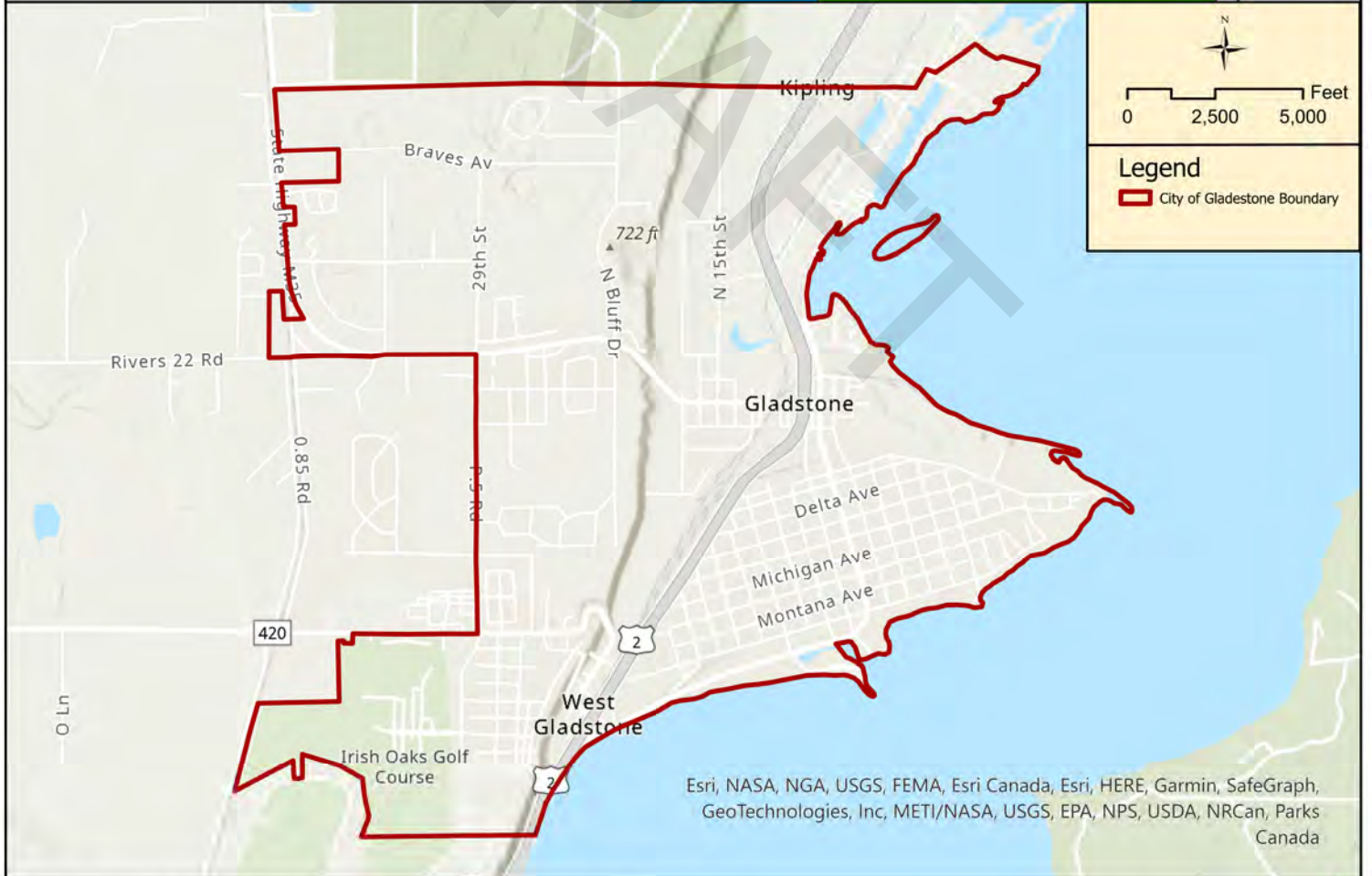
**Table 1: Population**

\*Data from U.S. Census Bureau for 1970-2020

**C. Existing Environment Evaluation**

Cultural and Historic Resources

As per the National Register of Historic Places, there are no historical and archaeological sites within the City of Gladstone. An expanded search may be required if the project is approved. All construction activities will be within the current right-of-way or under Lake Michigan.



**Figure 1 - Project Location Map**  
City of Gladstone

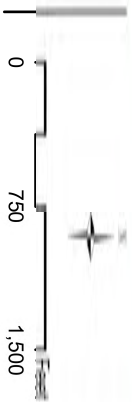
Project Number | 230071  
Date | 03/30/2023  
Drawn by | RHH



**Legend**

- Water Main and Water Intake

Esri, NASA, NOAA, USGS, FEMA, Esri Community Maps Contributors, Esri Canada, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, MapCan, Parks Canada



**Figure 2 - Proposed Project Area Map**  
City of Gladstone

### Air Quality

The air quality near the site is considered to be good but is site specific and has seasonal fluctuations. There are no indications in the scope of work for special air monitoring or air quality testing with the project site. Air quality impacts are not anticipated. Refer to Figure 3.

### Wetlands

Impacts to wetlands will be avoided through the use of directional drilling. Permits will likely be needed for the line access to the lake. The location of wetlands is to the north and east of the site towards Lake Michigan. Refer to Figure 4.

### Great Lakes Shorelands, Coastal Zones, and Coastal Management Areas

The project location does fall into parts of the Coastal Zone Management Boundary and is within the Coastal Zone Management area. Refer to Figure 5.

### Floodplains

Floodplains exist on the north and east side of the project location near the shoreline of Lake Michigan. No long-term impact to the floodplain of Lake Michigan is anticipated as part of this project. Refer to Figure 6.1 and Figure 6.2.

### Natural or Wild and Scenic Rivers

There are two major wild rivers in the Gladstone area. The Whitefish River is to the north and the Escanaba River is to the south. Neither river will be impacted by the construction phase of this project. Refer to Figure 7 and Figure 8.

### Major Surface Waters

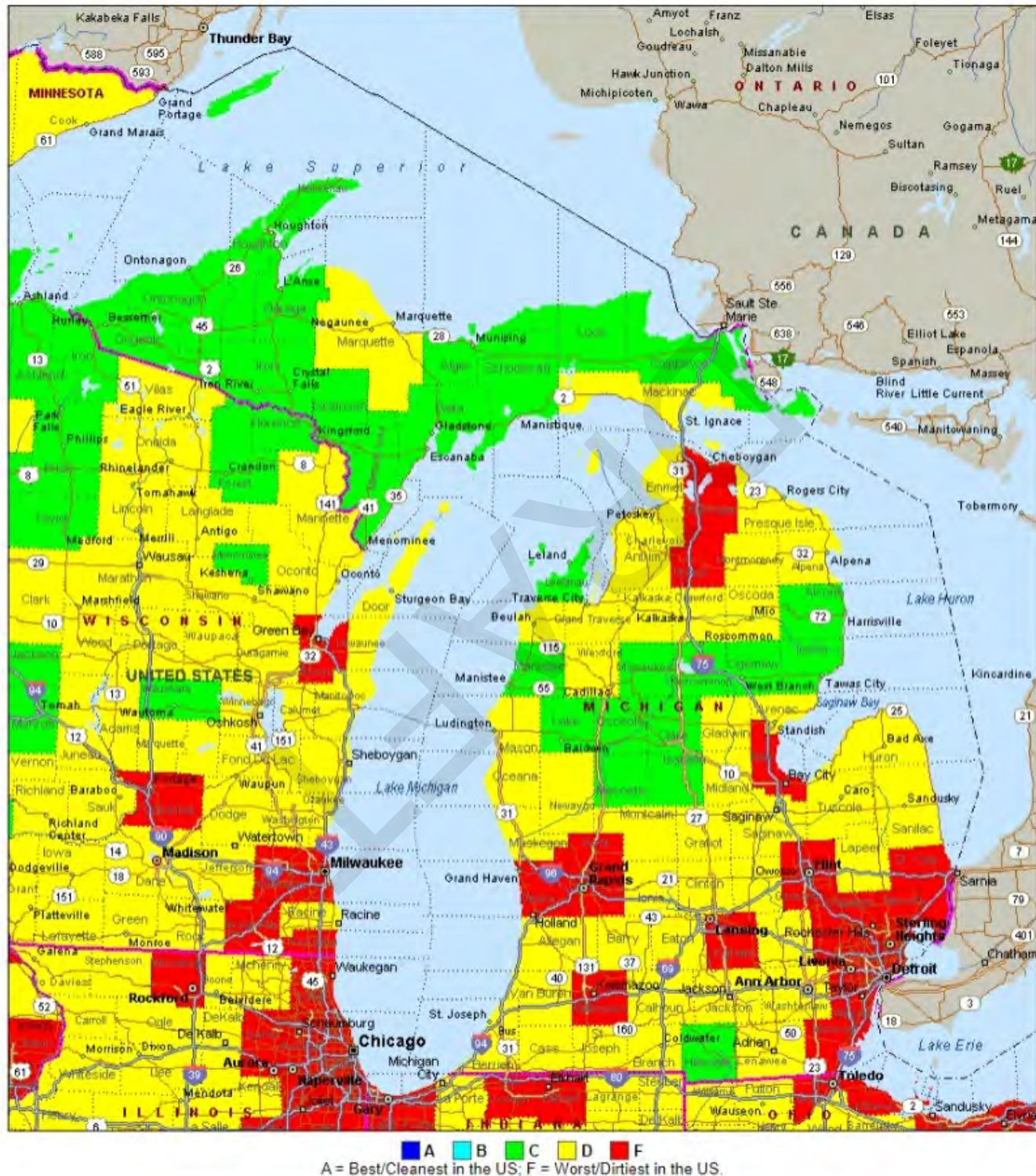
Major surface water is identified as Little Bay De Noc, a bay of Lake Michigan. Construction of the water intake will be completed under the bottom of the lake, with construction of the new water intake structure near the existing water intake. An EGLE/USACE (U.S. Army Corps of Engineers) Joint Permit is expected to be required as part of the intake's construction. Refer to Figure 9.

### Topography

The City is generally flat with slight elevational fluctuations moving toward the lake front. A major vertical elevation change in the form of the Gladstone Bluff (Bluff) divides the City north to south. Elevations west of the Bluff range from 700 to 720 feet above sea level. Elevations east of the Bluff range from 580 to 610 feet above sea level. Refer to Figure 10.



Figure 3 - Air Quality



Item 6.

Figure 4 - Wetlands



- February 14, 2023
- Sedimentary Basins
  - Structural Lineaments
  - Cross Section Lines
  - A-A'
  - A-B
  - A-C
  - A-D
  - A-E
  - A-F
  - A-G
  - A-H
  - A-I
  - A-J
  - A-K
  - A-L
  - A-M
  - A-N
  - A-O
  - Cross Section Wells
  - Part 303 Final Wetlands Inventory
  - Wetlands as Identified on NWI and MIRIS maps
  - Soil areas which include wetland soils
  - Wetlands as Identified on NWI and MIRIS maps and soil areas which include wetland soils

Figure 5 - Coastal Zones

Delta County  
Brampton Township, T40N R22W  
Gladstone, T40N R22W  
Escanaba Township, T40N R22W  
Wells Township, T39N R22W and T39N R23W  
Escanaba City, T38N R22W, T38N R23W and T39N R22W

The heavy red line is the **Coastal Zone Management Boundary**  
The red hatched area is the **Coastal Zone Management Area**

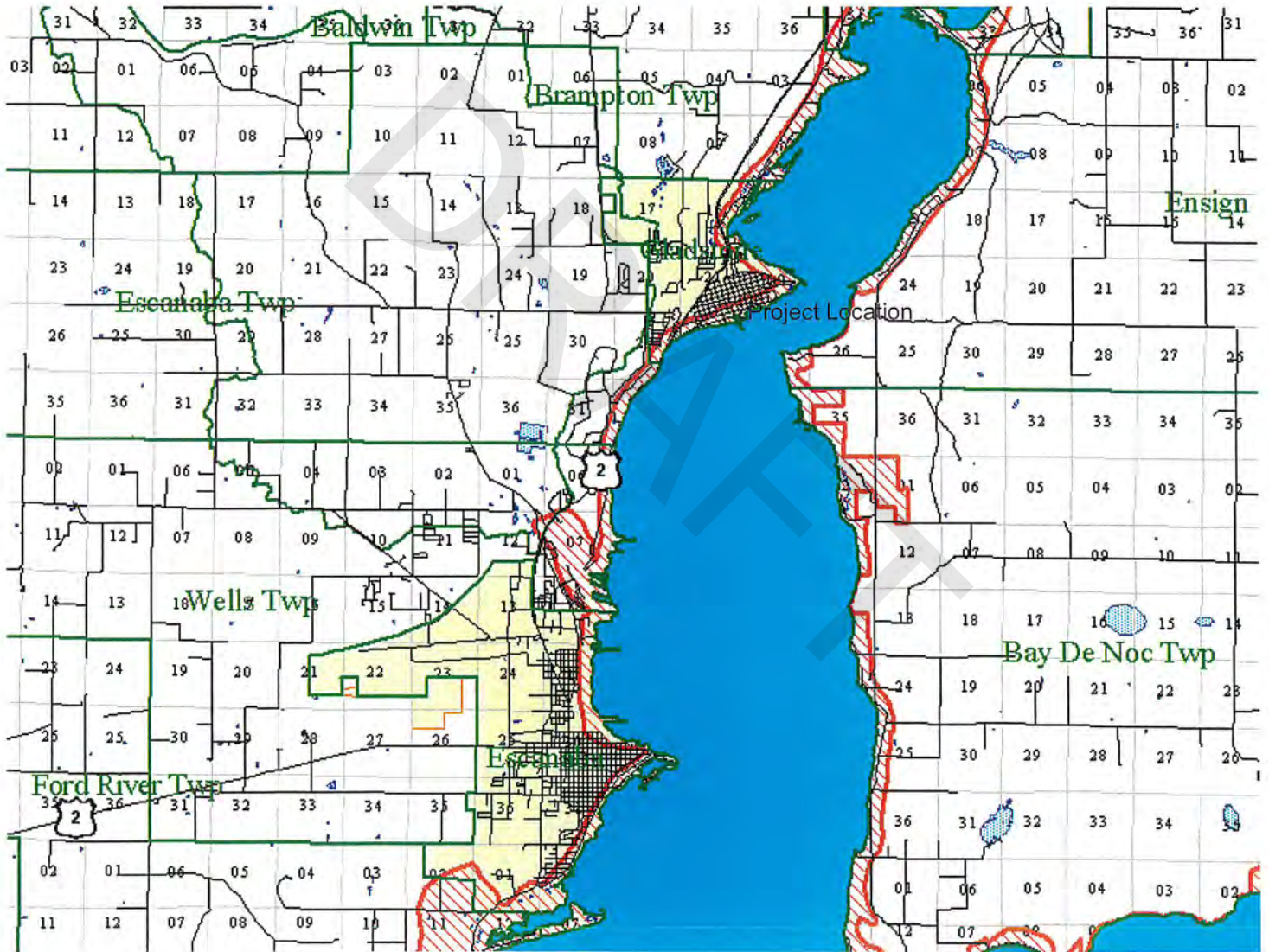
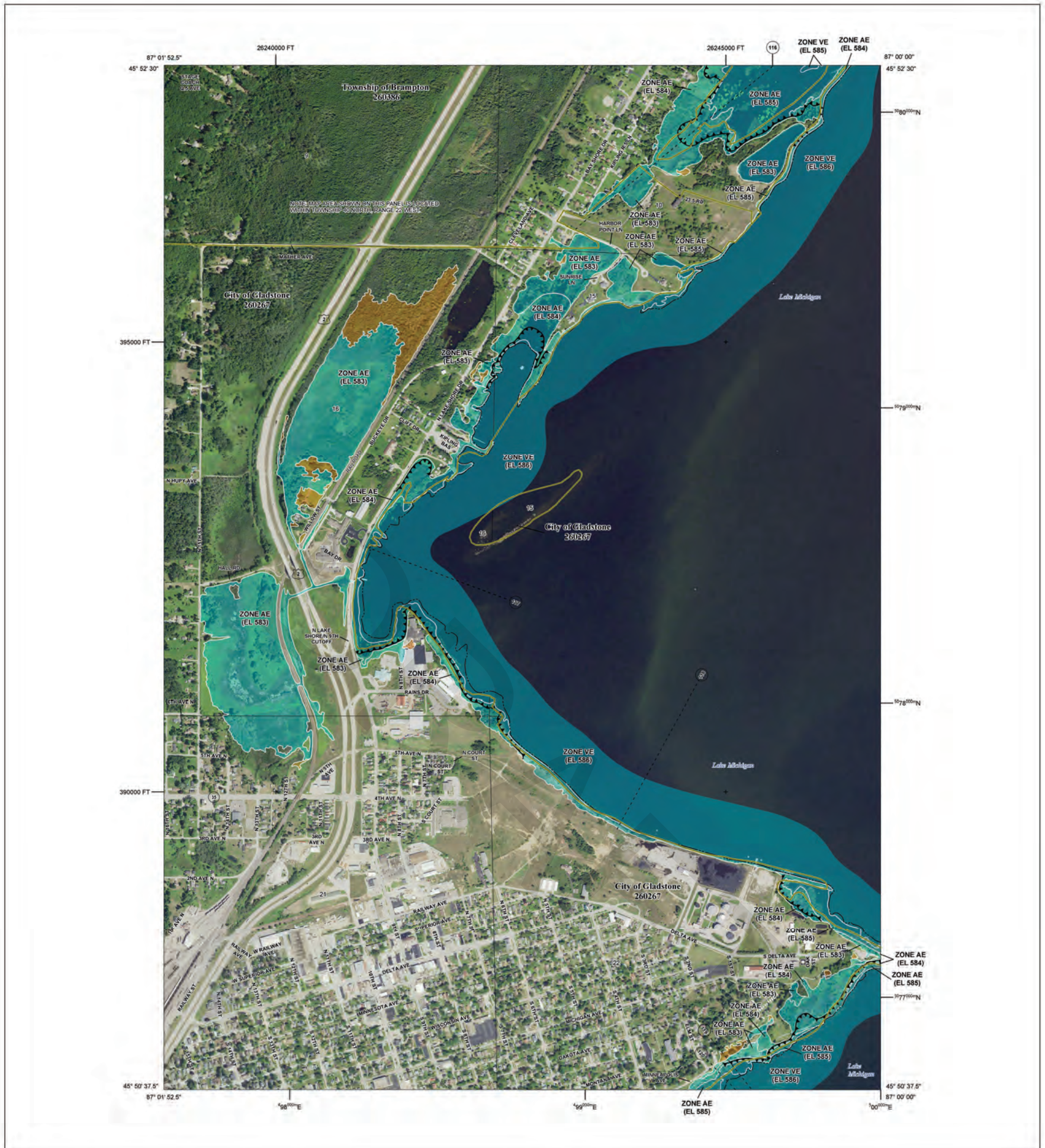


Figure 6.1 - Gladstone FEMA Map-1



**FLOOD HAZARD INFORMATION**

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT  
 THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING  
 DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT  
[HTTPS://MSC.FEMA.GOV](https://MSC.FEMA.GOV)

	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, A0, AH, VE, AR
	Regulatory Floodway
	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes. Zone X
	Area with Flood Risk due to Levee Zone D
	NO SCREEN Areas of Minimal Flood Hazard Zone X
	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall
	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary

**NOTES TO USERS**

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products or the National Flood Insurance Program (NFIP) in general, please call the FEMA Mapping Insurance Exchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at [flood.msc.fema.gov](http://flood.msc.fema.gov). Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be ordered directly from the Flood Map Service Center at the number listed above.

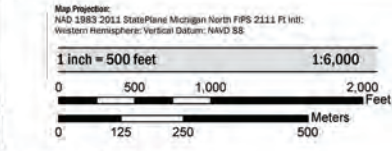
To determine if flood insurance is available in the community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on this FIRM was provided in digital format by the Bureau of Indian Affairs, Little Traverse Bay Band of the Odjibwa Indians, Michigan Center for Geographic Information, U.S. Census Bureau, U.S. Geological Survey, and the United States Department of Agriculture (USDA) - National Agriculture Imagery Program (NAIP). This information was derived from digital orthophotography at a 1-meter resolution from photography dated 2015.

LIMIT OF MODERATE WAVE ACTION: Zone AE has been divided by a Limit of Moderate Wave Action (LIMWA). The LIMWA represents the approximate landward limit of the 1.3-foot breaking wave. The effects of wave hazards between Zone VE and the LIMWA (or between the shoreline and the LIMWA for areas where Zone VE is not identified) will be similar to, but less severe than, those in the Zone VE.

Limit of Moderate Wave Action (LIMWA)

**SCALE**



**PANEL LOCATOR**



**FEMA**  
 National Flood Insurance Program

**NATIONAL FLOOD INSURANCE PROGRAM**  
 FLOOD INSURANCE RATE MAP

**DELTA COUNTY, MICHIGAN**  
 (All Jurisdictions)  
 PANEL 607 OF 1105



Panel Coordinates:

COMMUNITY	NUMBER	PANEL	SUFFIX
BRAMPTON, TOWNSHIP OF	260386	0607	D
GLADSTONE, CITY OF	260267	0607	D

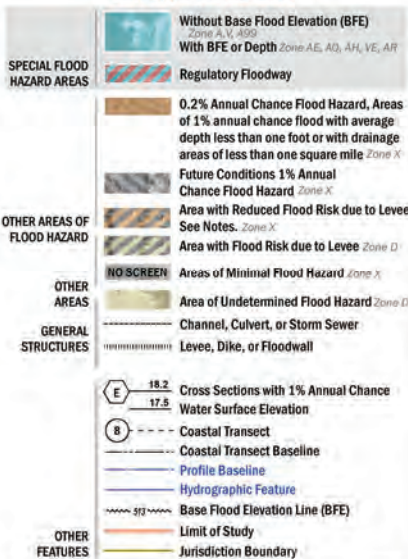
VERSION NUMBER  
 2.4.3.0  
 MAP NUMBER  
 26041C0607D  
 MAP REVISED  
 March 7, 2023

Figure 6.2 - Gladstone FEMA Map-2



**FLOOD HAZARD INFORMATION**

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT  
**THE INFORMATION DEPICTED ON THIS MAP AND SUPPORTING DOCUMENTATION ARE ALSO AVAILABLE IN DIGITAL FORMAT AT [HTTPS://MSC.FEMA.GOV](https://msc.fema.gov)**



**NOTES TO USERS**

For information and questions about this Flood Insurance Rate Map (FIRM), available products associated with this FIRM, including historic versions, the current map date for each FIRM panel, how to order products, or the National Flood Insurance Program (NFIP) in general, please call the FEMA Mapping Insurance Exchange at 1-877-FEMA-MAP (1-877-336-2627) or visit the FEMA Flood Map Service Center website at <https://msc.fema.gov>. Available products may include previously issued Letters of Map Change, a Flood Insurance Study Report, and/or digital versions of this map. Many of these products can be ordered or obtained directly from the website.

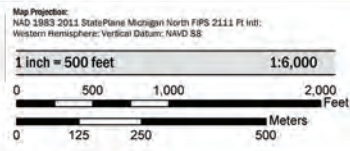
Communities annexing land on adjacent FIRM panels must obtain a current copy of the adjacent panel as well as the current FIRM index. These may be ordered directly from the Flood Map Service Center at the number listed above.

For community and countywide map dates refer to the Flood Insurance Study Report for this jurisdiction.

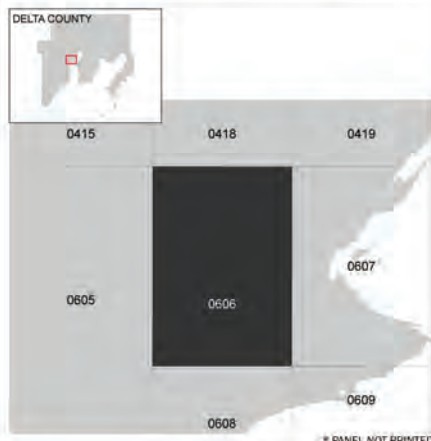
To determine if flood insurance is available in the community, contact your insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

Base map information shown on this FIRM was provided in digital format by the Bureau of Indian Affairs, Little Traverse Bay Band of the Ojibwa Indians, Michigan Center for Geographic Information, U.S. Census Bureau, U.S. Geological Survey, and the United States Department of Agriculture (USDA) - National Agriculture Imagery Program (NAIP). This information was derived from digital orthophotography at a 1-meter resolution from photography dated 2018.

**SCALE**



**PANEL LOCATOR**



**NATIONAL FLOOD INSURANCE PROGRAM  
 FLOOD INSURANCE RATE MAP**

DELTA COUNTY, MICHIGAN  
 (All Jurisdictions)  
 PANEL 606 OF 1105



Panel Contain(s):

COMMUNITY	NUMBER	PANEL	SUFFIX
BRAMPTON, TOWNSHIP OF	260386	0606	0
ESCANABA, TOWNSHIP OF	260387	0606	0
GLADSTONE, CITY OF	260267	0606	0

VERSION NUMBER  
**2.4.3.0**  
 MAP NUMBER  
**26041C0606D**  
 MAP REVISED  
**March 7, 2023**

# MICHIGAN'S DESIGNATED NATURAL RIVERS



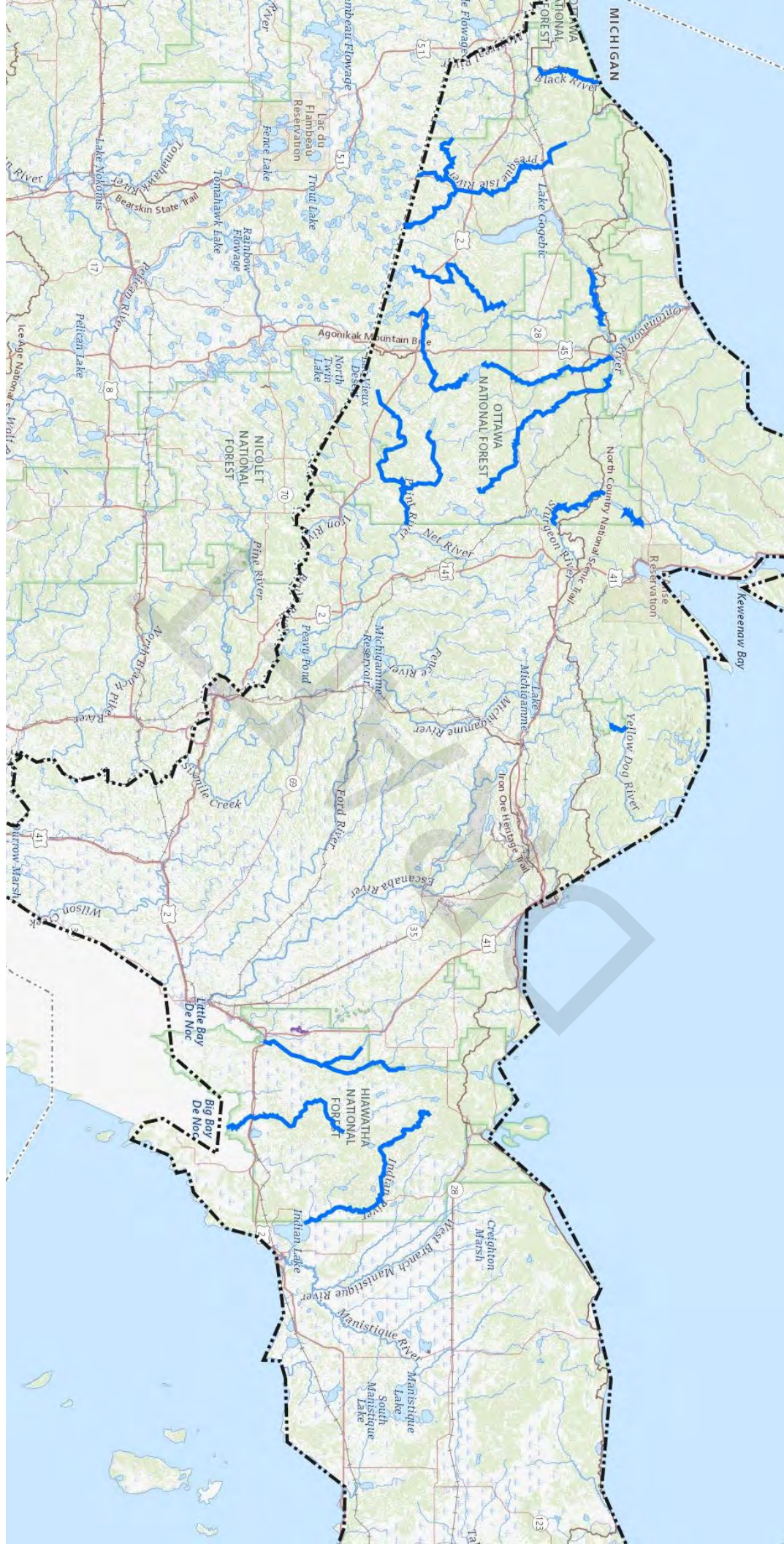


Figure 8 - Wild and Scenic Rivers

Figure 9 - Major Surface Waters





Figure 10 - Topography

Item 6.



Mercator Projection  
 WGS84  
 UTM Zone 16T  
 CALTOPO

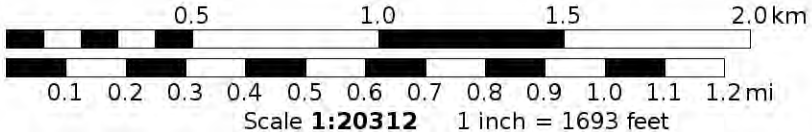


Figure 10

### Geology

Geologic information of the site location indicates a composition of glacial outwash, sand, gravel and post glacial alluvium. Refer to Figure 11.

### Soil Types

Soil types in the proposed project location consist of previously disturbed and developed lands. Soils include wetland soils, sand, muck, peat and marl. Refer to Figure 12.

### Agricultural Resources

Agricultural land is not anticipated to be impacted by the project. It does not appear there will be any long-term significant negative impact on these resources due to the project construction. Refer to Figure 13.

### Fauna and Flora

Fauna and flora mainly consist of white pine and white oak at, or close to, the areas of watermain construction. Wetland locations are also within the project areas near the location of the water intake. Impacts to existing wetlands will be minimized through the use of directional drilling techniques. Refer to Figure 14.

Figure 11 - Geology



April 21, 2023

- Quaternary Geology
- Peat and muck
- Postglacial alluvium
- Dune sand
- Lacustrine clay and silt
- Lacustrine sand and gravel
- Glacial outwash sand and gravel and postglacial alluvium
- Ice-contact outwash sand and gravel
- Fine-textured glacial till
- End moraines of fine-textured till
- Medium-textured glacial till
- End moraines of medium-textured till
- Coarse-textured glacial till
- End moraines of coarse-textured till
- Thin to discontinuous glacial till over bedrock
- Artificial fill
- Exposed bedrock surfaces
- Water

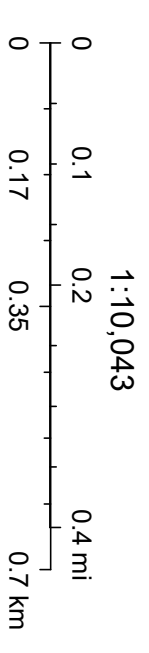
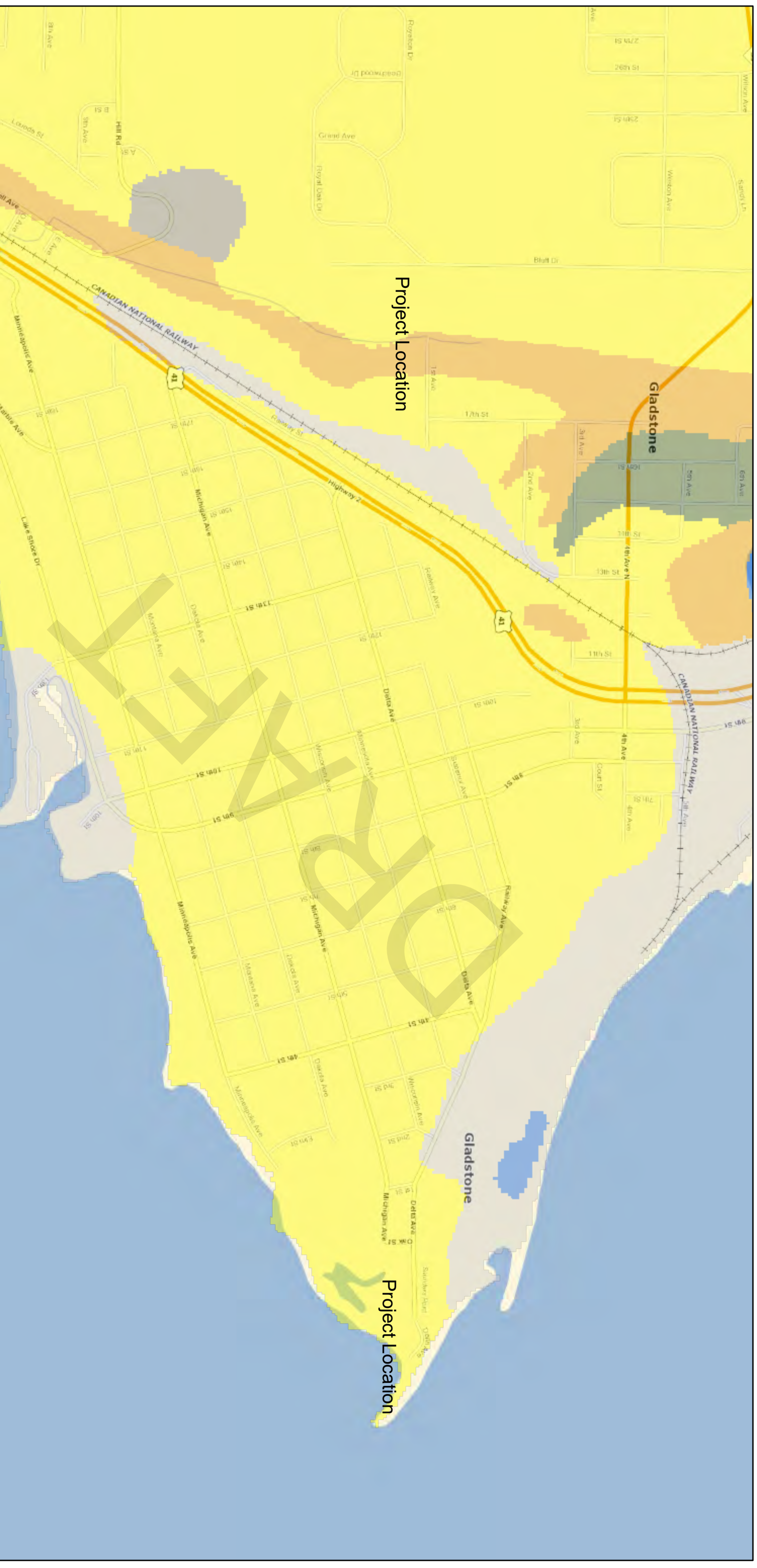




















Figure 12 - Soils



April 21, 2023

Soils SSURGO 10 Meter Grid

- |  |                                       |   |              |  |                 |   |                  |
|--|---------------------------------------|---|--------------|--|-----------------|---|------------------|
|  | Area Not Mapped                       |  | Water        |  | Sandy Loam      |  | Silty Clay Loam  |
|  | Pits, Quarries, Mines                 |  | Rock Outcrop |  | Loam            |  | Silt Clay        |
|  | Landfill, Made Land, Disturbed, Other |  | Other        |  | Silt Loam       |  | Muck, Peat, Marl |
|  | Urban Land                            |  | Sand         |  | Sandy Clay Loam |  |                  |
|  |                                       |  | Loamy Sand   |  | Clay Loam       |   |                  |

1:10,043

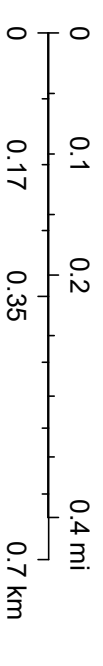


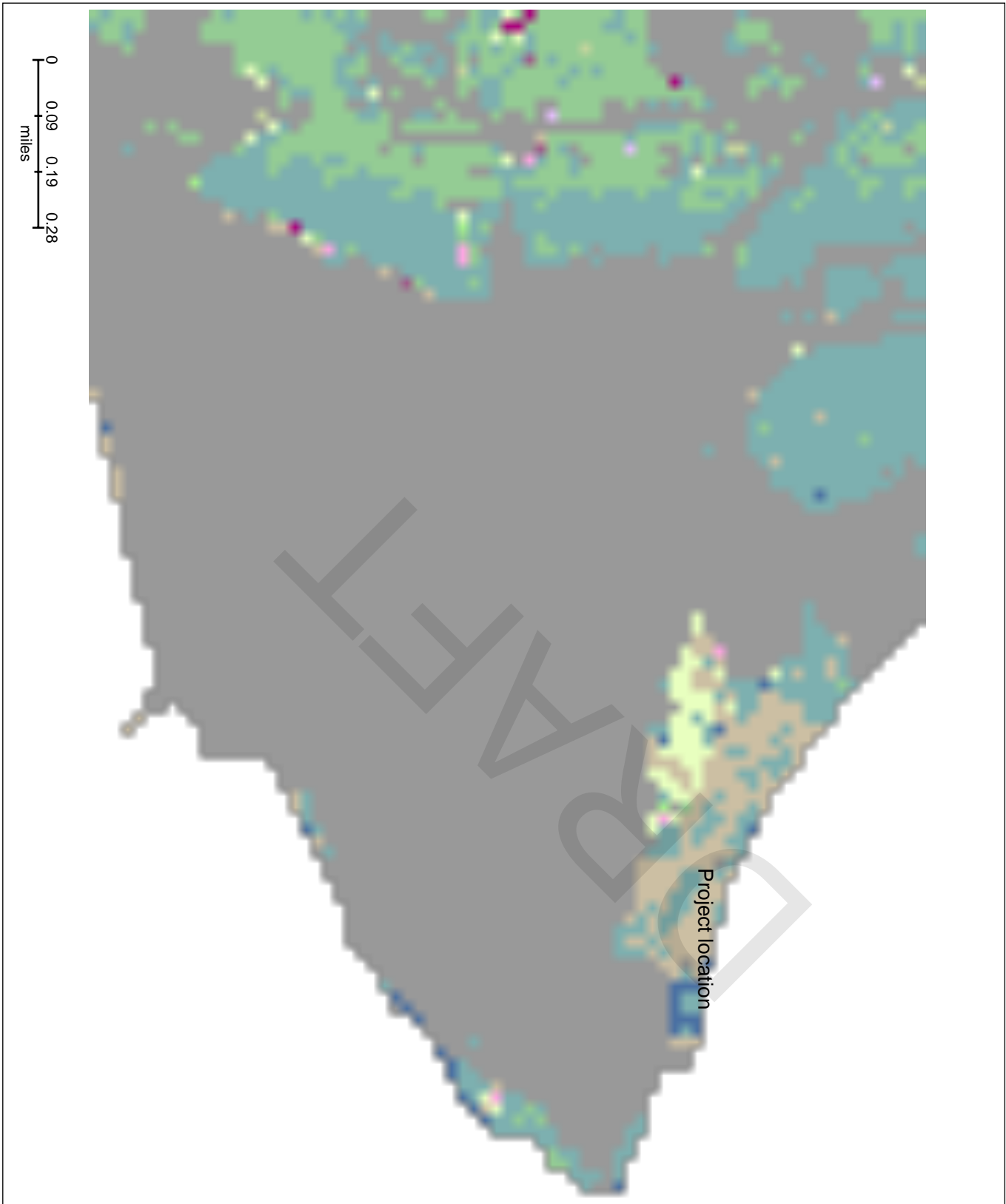


Figure 13 - Agricultural Resources

CDL2022 Area of Interest

Land Cover Categories  
(by decreasing acreage)

- AGRICULTURE
- Grass/Pasture
- Alfalfa
- Rye
- Oats
- Clover/Wildflowers
- Other Hay/Non Alfalfa
- NON-AGRICULTURE\*
- Developed/Medium Intensity
- Developed/Low Intensity
- Woody Wetlands
- Developed/Open Space
- Developed/High Intensity
- Deciduous Forest



0 0.09 0.19 0.28 miles

Figure 14 - Fauna and Flora



## D. Existing System

### Water System

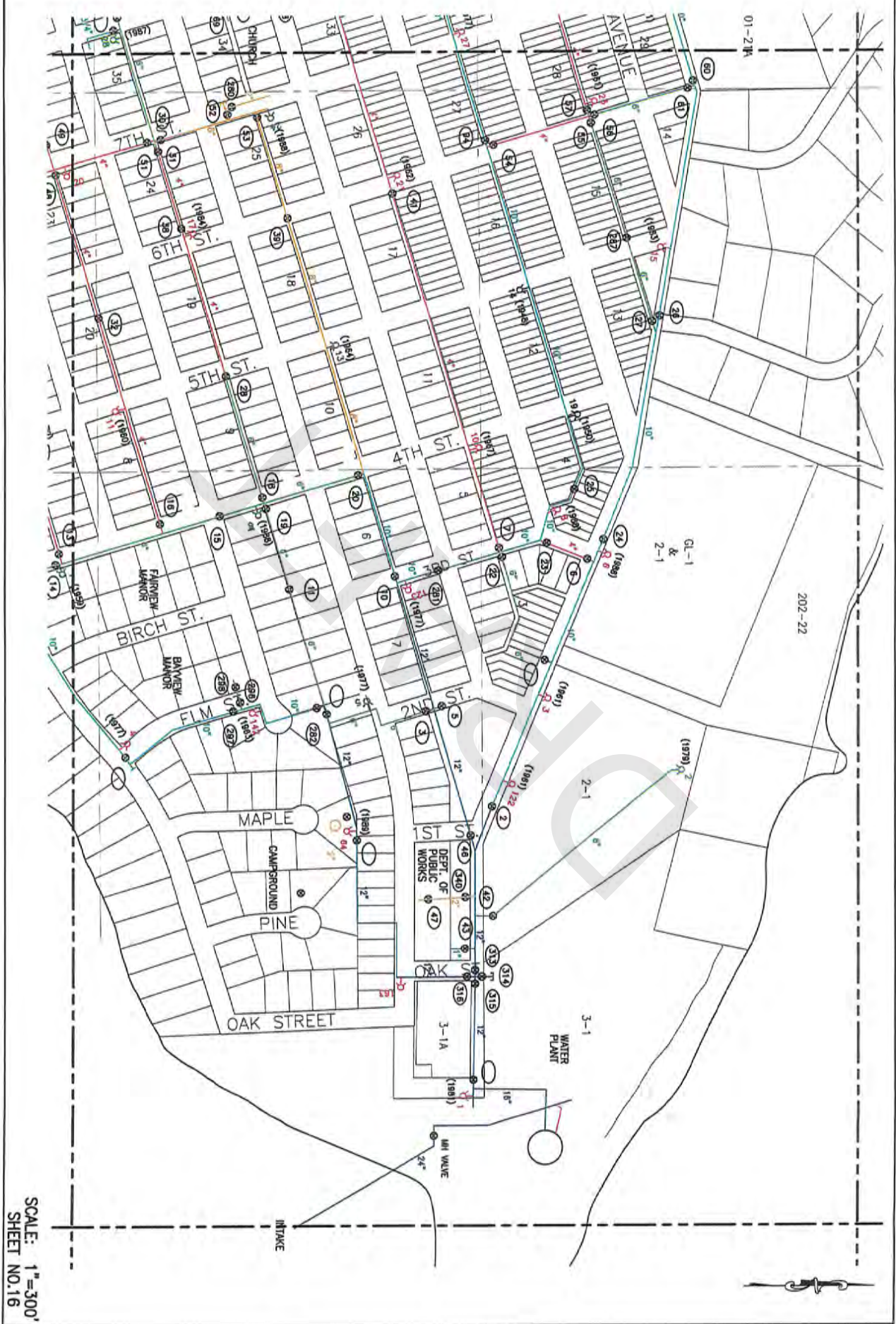
The City of Gladstone owns and operates a public water system which provides potable water to residents within the city limits. There are two (2) metered customers outside of the city limits supplied with water. The system draws raw water from Little Bay de Noc on Lake Michigan through a 24-inch intake pipe and built in crib arrangement. Surface water is treated in a 1.5 MGD conventional surface water treatment plant that utilizes coagulation, flocculation, sedimentation, filtration, disinfection and treated water storage.

The existing distribution system consists of approximately 215,000-feet of 4-inch to 12-inch water main, a 500,000-gallon finished water ground tank, a 1,000,000-gallon underground reservoir, a 250,000-gallon elevated tank and a booster station near the industrial park. Refer to Figure 15, 16 and 17 for project area components maps.

The Gladstone service area operates in two separate pressure districts. Water produced at the City treatment plant flows from the existing finished water storage tank to the 1,000,000-gallon underground storage tank which services the eastern portion of the City, built below the Gladstone Bluff (Bluff) and generally includes the easterly 50% of the City service area. The Bluff booster pump station draws suction from the ground storage reservoir and pumps to a 250,000-gallon elevated tank. This is the elevated storage for the upper pressure district. The Bluff booster pump station is a 1.5 MGD firm capacity pump station upgraded in 1997. The ground storage structure is approximately 85 years old, and the elevated tank is approximately 40 years old.

### Intake and Crib.

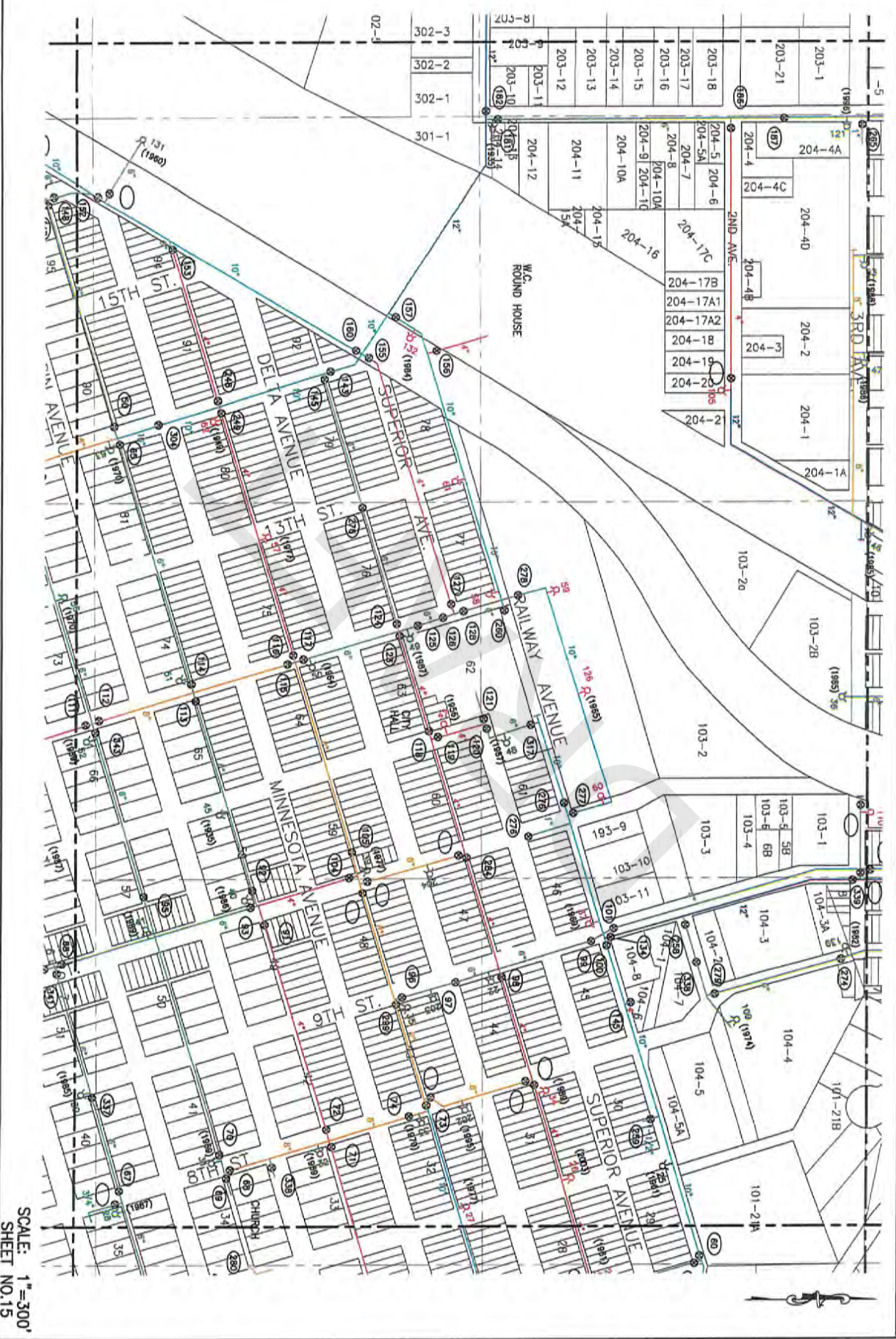
The original raw water intake is a 24-inch inner dimension wood stave pipe and was constructed in 1887. In 1924, a section of the shore portion was replaced with 24-inch steel pipe. The shore portion of the pipe is 14-inch in diameter, connecting the shore well to the 24-inch steel pipe. The condition of the stave pipe and crib structure are summarized in an inspection report from Underwater Construction Corporation dated July 22, 2019. The intake crib is still in service but in poor condition, with screens no longer in place. The crib is a 5-foot square and sits approximately 3 feet, 9 inches above the surrounding lake bottom at a depth of 45 feet. There are four (4) anchor cables on each corner, connected 18 inches below the top, running into the lake bottom. The side consists of horizontal 2-inch by 6-inch planks with 2 inches of spacing between them. The planks are thin and weak and could be moved easily. The top of the crib is made up of 2-inch by 10-inch planks with a 24-inch diameter hole cut out for the intake pipe. All planks are present and gaps up to 3/4-inch have developed. The intake pipe is open to the lake and has no protective screens or grating. There is 100% coverage of zebra mussels inside the pipe, reducing the inside diameter.



SCALE: 1"=300'  
SHEET NO.16

Figure 15 - Project Area Component Map





SCALE: 1"=300'  
SHEET NO.15

Figure 16 - Project Area Component Map

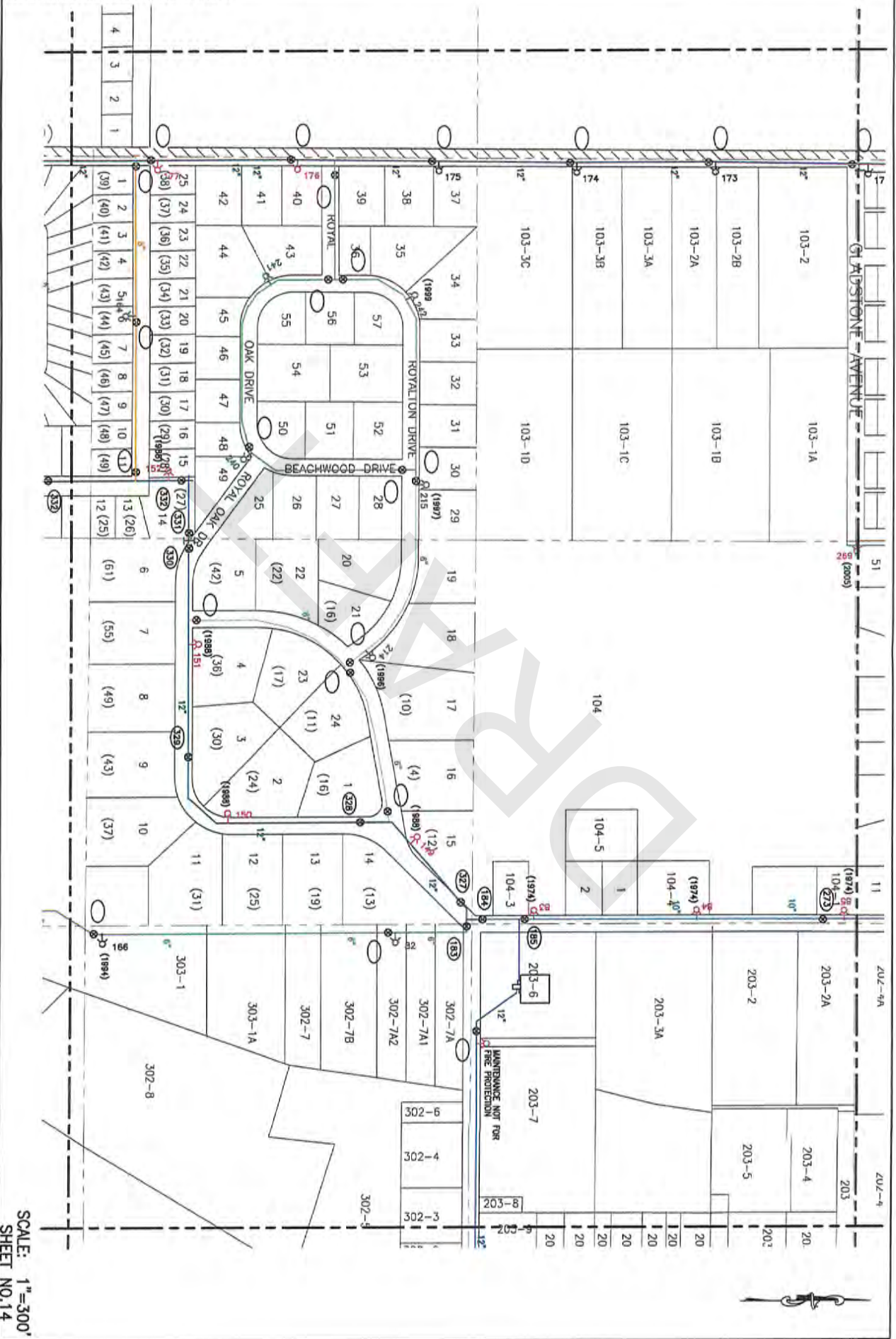


Figure 17 - Project Area Component Map

The intake pipeline is a 24-inch diameter wooden stave pipe and appears to be in fair condition for its age. The wooden stave pieces are in good condition and tightly jointed. There are steel hoop bands every 12 inches on the exposed pipeline. Of the 935 feet of exposed pipeline inspected, seven (7) openings were documented. The openings range in size from a 1-inch hole to a gap 14 inches long by 3 inches wide.

The intake is connected to a rectangular concrete shore well, which is 55 feet long by 15 feet wide and has a side water depth (SWD) between 6 and 10 feet. The shore well is constructed to accept baffling and the concrete is in fair condition.

Surface water is treated in a 1.5 MGD conventional surface water treatment plant that utilizes coagulation, flocculation, sedimentation, filtration, disinfection and treated water storage. Treated water is pumped to the distribution system through a single 12-inch ductile iron water main.

Pipe materials for the distribution lines consist of cast iron, ductile iron and HDPE. Sizing is as follows.

	<u>Ductile/Cast Iron</u>	<u>HDPE</u>
12-inch:	29,324 ft.	880 ft.
10-inch:	55,903 ft.	395 ft.
8-inch:	30,099 ft.	
6-inch:	80,536 ft.	245 ft.
4-inch:	17,664 ft.	

The condition of the distribution system piping has been summarized in the City of Gladstone Asset Management Plan (AMP). The City has summarized the condition, based on the installation year of the main and valve. Groups 1, 2, 3 and 4 (1880–1959) show moderate deterioration; groups 5, 6 and 7 (1960–1989) show minor deterioration; and groups 8, 9 and 10 (1990–present) are considered in excellent condition. Refer to Figure 18 for asset inventory.



## E. Need for the Project

### Compliance Status

The City's water treatment plant operates in accordance with water supply serial number WSSN: 02640.

EGLÉ conducted a Water System Sanitary Survey (Survey) on March 9, 2022. Based on that inspection, the City has received a letter from EGLÉ dated May 12, 2022, stating that the intake crib and pipeline must be replaced to resolve deficiency by December 31, 2025.

Deficiencies indicate non-compliance with Act 399. The following deficiencies were identified during the survey:

1. R 325.10907: Intake inlet and pipeline  
Rule 907(3) requires that the intake pipeline shall be constructed to reasonably protect against physical hazards associated with the surface water source. The most recent inspection report indicates the intake crib is in poor condition. Portions of the intake pipe are exposed on the lakebed and holes were observed in the exposed pipe. Zebra mussel colonization was observed on the intake crib and pipe. Replacement of the intake is identified as a fiscal year 2025 capital improvement project. To resolve this deficiency, complete replacement of the intake crib and pipeline must be completed no later than December 31, 2025.
2. R325.11112: Storage tanks generally; R325.11113: Gravity storage tanks  
Rule 1112 states storage tanks shall have no unprotected openings. Rule 1113 states gravity storage tanks shall have a vent of sufficient size. Per Ten States' Standards, section 7.0.7, overflow pipes shall be fitted with 24-mesh non-corrodible screen. Use of a solid flapper or duckbill valve should be considered to minimize air movement and ice formation. Per section 7.0.8, access hatches to the tank's wet interior shall be fitted with a watertight cover which overlaps the framed opening and extends down around the frame by at least two inches. Per section 7.09, vents shall be fitted with 24-mesh non-corrodible screen. Elevated tanks shall also be fitted with a pressure/vacuum-style vent.

29<sup>th</sup> Street elevated tank and the North Bluff Drive ground level tank were cited with having deficiencies. Those deficiencies are being corrected under a separate contract for repair and are not included in this Project Plan document. Construction on these repairs is planned for the summer of 2023.

Although not cited as a deficiency in the transmission/distribution system, there is only one (1) 12-inch transmission pipe connecting the storage tank located on the Bluff to the lower pressure district. This pipe also serves as the feed pipe to the storage tank from the water treatment plant. If this pipe fails, the City has contingency plans in place to provide water to the lower district. There is no contingency plan in place to service the upper

pressure district should a break in the existing transmission main occur. A break at this location will most likely result in a loss of water service to the upper pressure district until repairs can be made. The second 12-inch transmission pipe, included in the Project Plan, is to enhance water service and operational stability in the system.

#### Orders

There are currently no court orders, Federal or State enforcement orders, or administrative consent orders against the City of Gladstone's water treatment plant or distribution systems.

#### Water Quality Problems

The ultimate goal of the proposed project is to maintain a sustainable water intake, distribution and treatment system while protecting the health and safety of the public and natural environment. Due to the age of the intake pipe and crib structure there has been significant deterioration observed. The addition of a second 12-inch distribution pipe from the ground finished water storage tank would provide a more resilient distribution system providing potable water to Gladstone residents.

#### Projected Needs

Through the development of the Water Asset Management Plan and Capital Improvements Plan, the City has identified the areas of the water intake and distribution system that need upgrading. The current treatment plant system relies on a 24-inch wood stave pipe and intake crib installed in 1887, along with the shore portion of 24-inch steel pipe upgraded in 1924.

It has been determined that the addition of 3,200 feet of 12-inch water transmission main to the City's storage tank would provide a redundant water supply line to the city water tank.

#### Future Environment without the Proposed Project

The primary purpose of the proposed project is to replace failing water infrastructure. This will protect surface water quality and public health. Without the project, water intake could have debris issues, as there is currently no screening or grate protection on the crib structure. Corrective maintenance will consume City staff time and resources. Failure of the 12-inch transmission pipe feeding the storage tank will lead to service interruptions, as well as reduced fire protection flows. In the end, the proposed project will help provide a safe, reliable water treatment plant raw water supply and a more reliable distribution system to the City's customers.

## **F. Projected Future Needs**

The City of Gladstone has completed an Asset Management Plan (AMP) for inventoried assets in the water treatment, distribution and treated water storage systems. Listed in the Replacement and Capital Improvements Plans are various assets projected for

replacement. The Replacement Plan concentrates on assets to be replaced within 5 (five) years. The Capital Improvements Plan has a 5-year and a 20-year schedule. Lead service lines will also need to be replaced to meet State of Michigan mandates and the City has identified approximately 381 potential lead services that are not included as part of this project.

DRAFT

## SECTION 3: ANALYSIS OF ALTERNATIVES

---

### A. Identification of Potential Alternatives

#### No Action

The no action alternative would save the City a large amount of capital investment. However, this option would result in adverse impacts to the City and its water and customers. Those negative impacts include the following:

- decreased reliability in aging infrastructure, resulting in more water disruptions to customers;
- increased maintenance required on intake pipe and crib, resulting in higher pumping and treatment costs;
- increased intake water loss from obstructed piping and crib, resulting in higher pumping and treatment costs;
- reduced reliability due to only having one 12-inch transmission pipe to and from the finished water storage tank; and
- higher costs associated with dealing with repairs on an emergency basis.

It is due to these reasons that the City of Gladstone has deemed the No Action alternative not feasible, because it will not address long-term sustainability to the water distribution systems.

#### System Rehabilitation

This alternative involves relining the existing intake pipe. Any relining of the intake would require that the existing pipe be structurally sound enough to allow relining and that contractors would be able to access the end of pipe 40-feet below the lake surface. This alternative would do nothing to address the reliability of the existing 12-inch transmission main to and from the treated water storage tank.

#### System Replacement

This alternative would replace approximately 1,850-feet of 24-inch water intake pipe through directional drilling. A new Clear Well Structure would be constructed. An additional 12-inch transmission main would be installed supplying water to and from the treated water storage tank. A small portion of the existing water main will be replaced when the second 12-inch distribution main is connected. If any lead service lines are found in that area, they will be replaced.

#### Optimum Performance of Existing Systems

Optimization of existing facilities without capital improvements will not restore service life to the water distribution and treatment systems. There are no operational changes or additional training for operating personnel that would optimize the current intake and crib structures.



### Regional Alternatives

Regional alternatives have been considered in the past and would consist of a connection to the neighboring City of Escanaba, Michigan, located 3.5 miles to the southwest, or Rapid River, located 5 miles to the northeast. Connection to Escanaba has been eliminated as a regionalization alternative due to the as a lack of treatment capacity at the existing City of Escanaba water treatment plant and the long transmission distance between the two cities. Rapid River does not operate a municipal water system. Regional alternatives would not address the old water mains, some of which have been in service since before 1900, or the need for a new redundant transmission main.

## **B. Analysis of Principal Alternatives**

The three principal alternatives that were considered include:

1. **No Action:** This alternative would do nothing to put the City in compliance with the deficiency cited during the inspection conducted by EGLE on March 9, 2022. Based on that inspection, the City has received a letter from EGLE dated May 12, 2022, stating that the intake crib and pipeline must be replaced to resolve deficiency by December 31, 2025.
2. **System Rehabilitation:** This alternative involves relining of the existing intake pipe. Any relining of the intake would require that the existing pipe be structurally sound enough to allow relining and that contractors would be able to access the end of pipe 40-feet below the lake surface. This alternative would do nothing to address the reliability of the existing 12-inch transmission main to and from the treated water storage tank.
3. **System Replacement:** This alternative involves replacement of the existing 24-inch water intake, new crib structure, new clear well structure and the addition of a 12-inch transmission pipe to and from the treated water storage tank. A small portion of the existing water main will be replaced when the second 12-inch distribution main is connected. If any lead service lines are found in that area, they will be replaced.

### Alternative 1: No Action

The water intake system will continue to deteriorate as time passes. The crib structure currently does not have any screening mechanisms. The no action alternative would not put the City in compliance with the letter issued by EGLE dated May 12, 2022, stating that the intake must be replaced by December 31, 2025. Drinking water quality will suffer and available fire flows will continue to decrease as the system ages.

It was for these reasons that the no action alternative was deemed not feasible.

### Alternative 2: System Rehabilitation

This alternative involves relining of the existing intake pipe. Any relining of the intake would require that the existing pipe be structurally sound enough to allow relining and that contractors would be able to access the end of pipe 40-feet below the lake surface.

Relining will extend the life of a pipe, but it is quite possible the pipe will still fail within the life of the Drinking Water State Revolving Fund (DWSRF) loan. Overall, pipe relining is very expensive; the cost per foot is much greater than it would be for standard replacement. Another issue is when there are good and bad segments in a run of pipe; a run of pipe cannot be relined unless the entire pipe is still structurally sound. This alternative does not yield the same quality and useful life as pipe replacement would.

This alternative would do nothing to address the reliability of the existing 12-inch transmission main to and from the treated water storage tank.

See Appendix A for a cost estimate of this alternative.

It was for these reasons that the system rehabilitation alternative was not chosen.

#### Alternative 3: System Replacement

This alternative would replace approximately 1,850-feet of 24-inch water intake pipe through directional drilling. A new clear well structure would be constructed. An additional 12-inch transmission main would be installed, supplying water to and from the treated water storage tank. A small portion of the existing water main will be replaced when the second 12-inch distribution main is connected. If any lead service lines are found in that area, they will be replaced.

This alternative achieves all the goals of the project and does it in the most cost-effective way. Pipe replacement will give the City the longest useful life out of its pipes. This alternative is also the least expensive, so it will yield smaller user rate increases and will not be as much of a financial burden to the City's customers. Refer to user costs in the selected alternative section for user rate increases.

See Appendix A for a cost estimate of this alternative.

This is why the system replacement alternative was chosen as the preferred option.

### C. Monetary Evaluation

**Table 2: Present Worth Analysis**

Description	Alternative 2	Alternative 3
Capital Costs	\$10,212,450	\$7,927,050
Annual O & M	\$1,442,056	\$1,442,056
Future Salvage Value	\$0	\$0
Present Worth of O & M	\$22,480,445	\$22,480,445
Present Worth of Salvage Value	\$0	\$0
Total Present Worth	\$32,692,895	\$30,407,495

Note: Federal discount rate of 2.5% for water resources projects was used.

Sunk Costs

Financial commitments made before and during the project planning have not been included in the project cost or cost-effectiveness analysis. The existing facilities and land have been under City control for many years and existing bond indebtedness, if any, has not been included in the cost-effectiveness analysis for the various alternatives. The Project Plan preparation costs have also not been included in the cost-effectiveness analyses.

Present Worth

Present worth is the sum that if invested now at a given interest rate, would provide exactly the funds required to pay all present and future costs. A present worth analysis was used in the monetary evaluation of the alternatives. A planning period of 20 years and a real discount rate of 2.5% was used for this analysis.

Salvage Value

Salvage value is assumed to be \$0. Once a piece of pipe is put in the ground it no longer has a monetary value.

Escalation

Cost estimates for each alternative were done in 2025 dollars and no cost escalator was used.

Interest During Construction

Interest during construction was not applied in the present worth analysis.

Mitigation Costs

No significant structural or nonstructural mitigative measures are expected to be needed for long-term implementation of the project. Temporary construction control measures, such as limiting working hours and installation of soil erosion and sedimentation control measures, are planned to minimize short-term environmental impacts of the construction activities. Short-term mitigation measures have been accounted for in the cost estimates.

User Costs

Refer to user costs in the selected alternative section for details on what the proposed project will do to the City's utility rates.

Delivery Method

The proposed project is intended to be delivered using the design-bid-build delivery method.

**D. Partitioning the Project**

The City has identified that the project to replace the raw water intake and crib needs to be completed in its entirety to correct the deficiencies identified in the EGLE letter dated

May 12, 2022. The 12-inch transmission main would provide a more reliable distribution system and should be completed in this project. Disruption to the customers would be minimal.

## E. Environmental Evaluation

Table 3 summarizes the potential environmental impacts due to each alternative.

**Table 3: Environmental Evaluation**

Category	Alternative 1 No Action	Alternative 2 System Rehabilitation	Alternative 3 System Replacement
Historical/Archaeological	1	1	1
Air Quality	1	1	1
Wetlands	1	1	1
Coastal Zones	1	1	1
Floodplains	1	1	1
Natural or Wild and Scenic Rivers	1	1	1
Surface Waters	2	1	1
Recreational Facilities	1	1	1
Topography	1	1	1
Geology	1	1	1
Soils	2	1	1
Agricultural Resources	1	1	1
Sensitive Habitats	1	1	1
Threatened/Endangered Species	1	1	1
Unique Features	1	1	1
<b>Total</b>	<b>17</b>	<b>15</b>	<b>15</b>

1 = No Impact, 2 = Some Impact, 3 = Most Impact

None of the considered alternatives are expected to result in long-term impact to historical, archaeological, geological, cultural or recreational resources in the study area. Both action alternatives would have temporary construction related direct adverse impacts to air quality, noise, traffic and material consumption. The action alternatives would have a temporary positive impact on economics through construction related employment and materials purchased. They would also have positive long-term impacts on the area water quality due to a reliable water distribution system.

## F. Implementation and Public Participation

The City of Gladstone has completed construction projects over the past several decades. All projects are openly discussed at public council and board meetings. The Project Plan

will be advertised and displayed for citizen review ten (10) days prior to the public hearing.

**G. Technical and Other Considerations**

Reliability

Reliability is a big reason why the proposed project is needed. Reliability of the City's water systems will be improved by eliminating some of the structural deficiencies. This will mean less time and money spent on maintenance by the City and fewer service interruptions to the City's utility customers.

DRAFT

## SECTION 4: SELECTED ALTERNATIVE

---

### A. Relevant Design Parameters

The selected alternative is alternative 3: system replacement. This alternative will replace approximately 1,850 feet of raw water intake, crib structure, clear water tank and 3,200 feet of new 12-inch water transmission main providing a more reliable distribution system. Associated valves and lead water service lines will be replaced in conjunction with the water main. All work is expected to take place within existing public right-of-way with the exception of the private side lead water service line replacements. In accordance with current engineering standards, 12-inch piping will be installed. Construction will consist of open trench excavation and installation of water mains and associated valves. Any lead water service lines encountered will be replaced and restoration of surface features will be performed.

### B. Design Criteria

#### Water System

Design criteria will be in accordance with “Recommended Standards for Water Works – 2012” (Ten States Standards); Michigan’s requirements under the Clean Water Act, Act 399 P.A. 1976; and EGLE’s requirements of 100 gallons per inch diameter per mile per day allowable leakage. The following general criteria should also be observed for water distribution systems.

- A minimum pipe size diameter of six (6) inches is required on all municipal water lines (water lines which provide fire protection)
- Operating pressures: 35 psi minimum, 150 psi maximum, 20 psi minimum residual during fire flow
- Fire flow: residential 750 GPM, commercial/industrial 2,000 GPM, duration 2 hours
- Water mains shall be subjected to pressure and leakage testing in accordance with AWWA C600
- Minimum storage: Average daily demand.

### C. Project Maps

Refer to Figure 2.

### D. Controlling Factors

Access to construction sites is readily available and should not impact construction activities. Coordination will be required with residents and business owners to ensure access will be maintained to homes and businesses during construction. The high

groundwater table in the area may require dewatering during construction but is common in the area and can be handled by competent contractors.

Planning and design will be done in accordance with the following applicable industry standards:

- AWWA Standards,
- “Ten States” Standards,
- EGLE and USACE permitting requirements,
- SHPO and THPO requirements, and
- City utility and road standards.

#### E. Special Assessment District Projects

The special assessment district is not applicable to this project.

#### F. Sensitive Features

Landward construction will take place in areas that have been previously developed. This will prevent any environmentally sensitive features from being impacted. Where environmental risks are present, the construction contract documents will require detailed mitigation measures. Water and environmental permitting will provide coordination with the regulatory agencies during the design process.

#### G. Schedule for Design and Construction

The following table shows the proposed schedule.

**Table 4: Proposed Schedule**

Task	Date
Notice of Intent to Apply	October 2022
Disadvantaged Status Form	March 2023
Draft Project Plan Submittal	May 2023
Advertise for Public Hearing	May 2023
Hold Public Hearing	May 2023
Submit Final Project Plan	June 2023
Project Priority List Announcement	September 2023
Milestone Schedule	October 2023
EA and FONSI	April 2024
Rate Methodology	April 2024
Plans and Specs Draft to EGLE	April 2024
Part I Application	May 2024
Part II Application	May 2024
Advertise for Bids	May 2024

Bid Open	June 2024
Part III Application	July 2024
Loan Closing	August 2024
Construction Award	September 2024
Construction Completion	November 2025

## H. Cost Summary

**Table 5: Total Project Costs Funded Through DWSRF**

Total Water Related Costs	\$7,927,050
---------------------------	-------------

Refer to Appendix A for a detailed project cost estimate.

## I. Authority to Implement the Selected Alternative

The City of Gladstone has successfully implemented numerous public works projects and has proven it has the legal, institutional, financial, and managerial resources to accomplish completion of the proposed alternative.

## J. User Costs

The City plans to use water user charges to repay the debt for the proposed project. A summary of the water user costs before and after the project is presented in Table 6 and Table 7. These costs are based on the average usage of a residential customer. Average residential usage from City billing records was determined to be 2,774 gallons per month for water. The City has approximately 2,230 residential and commercial water users.

**Table 6: Current Utility Rates**

Description	Water
Fixed Charge	\$14.75
Commodity Charge per 1000 gal.	\$5.70
Total Monthly Charge	\$30.56

The City is requesting a 30-year loan term from EGLE. For the purpose of this report, assumed loan terms of 2.75% interest for 20 years was used in the user cost analysis.



The following table shows the estimated rate increases required to cover the loan payments.

**Table 7: Utility Rates After Project**

<b>Description</b>	<b>Water</b>
Project Cost Funded Through SRF	\$7,927,050
Annual Payment – 2.75% for 20 Years	\$520,583
Monthly Increase per Residential User	\$16.94
Total Monthly Charge Before Project	\$30.56
Total Monthly Charge After Project	\$47.50

**K. Overburdened Community Status**

The Overburdened Status and Significantly Overburdened Community Status Determination worksheets were submitted to EGLE in March of 2023. At the time of report writing, it is assumed that the City is considered overburdened. Refer to Appendix G.

**L. Useful Life**

The project will install ductile iron pipe for water main, copper pipe for the water services and HDPR pipe for the water intake. These materials all have a useful life of 100 years, which is much longer than the DWSRF loan terms.

## SECTION 5: EVALUATION OF ENVIRONMENTAL IMPACTS

---

### A. Analysis of the Impacts

#### Direct Impacts

1. Construction Impacts: There will not be any negative impacts to archaeological, historical, or cultural resources. Surface water and groundwater will not be negatively impacted by the project. Mitigation measures to control stormwater runoff during construction will be required by the contract documents. There will be short-term impacts to air quality due to fugitive dust from construction activities. This will be mitigated through watering. The project is not expected to have any adverse impacts to floodplains, wetlands, stream crossings, shorelands, prime or unique agricultural lands or threatened and endangered species. All work will be limited to previously developed areas.
2. Operational Impacts: Improvements to the water systems will reduce overall system operation and maintenance due to replacement of old failing infrastructure.
3. Social Impacts: There will be an increase to water user costs as a result of the project. The City will need to increase rates to pay for the water loan. Refer to the user cost section on pages 38 and 39 for rate increases. The project will create short-term economic benefits due to the needed construction workers and materials. The project will also cause short-term traffic delays during construction. Relocation of residents or businesses will not be required. Long-term social impacts will be positive, as this project will increase efficiency, reliability and capacity in the project area.

#### Indirect Impacts

1. Land Development: The areas of improvement are in areas of existing water service and will not change the rate, density, or type of land development. No changes will be made to any transportation routes.
2. Land Use: The project will not make changes to land use.
3. Air and Water Quality: The project will not negatively impact air and water quality.
4. Secondary Growth: The project is not expected to spur secondary growth.
5. Cultural, Human, Social and Economic: Impacts to cultural, human, social and economic resources will be positive, as a sustainable water distribution system will promote public health and safety.
6. Aesthetics: The project will not negatively impact area aesthetics. Minor destruction during construction will be offset by restoration.
7. Resource Consumption: The project will not increase resource consumption in any way. Construction activities will produce extra solid waste, but the extra waste will not be reoccurring over the useful life of the infrastructure.

Cumulative Impacts

The proposed project is not expected to create any adverse impacts to the environment that increase over time or that result from individually minor but collectively significant actions taking place over time.

DRAFT

## SECTION 6: MITIGATION

---

Where adverse impacts due to construction of the proposed project cannot be avoided, mitigation measures will be implemented. Costs for mitigation measures were considered and included, where applicable, in the engineer's opinion of cost. Mitigation measures needed during construction will be included in the construction contract documents.

### A. Short-Term Construction Related Mitigation

#### General Construction

Anticipated construction problems include high groundwater and areas of inferior pipe bedding and backfill soil material. These are normal occurrences with construction in the area. Planning and design will mitigate these issues and should not be a problem for qualified contractors.

#### Traffic

Short-term street closures and traffic rerouting is expected during construction. Any traffic disruptions that occur due to construction related activities will be organized and controlled to minimize disruption to local, transient, and emergency traffic. All needed barriers and signing or flagging will be in accordance with City, County and Michigan Department of Transportation (MDOT) standards.

#### Safety

All work shall comply with Federal, State and local laws governing activities, safeguards, devices and protective equipment. Minimum requirements are defined by the U.S. Department of Labor and the Michigan Occupational Safety and Health Act.

#### Dust and Noise

Construction dust and noise will be required to be kept to a minimum. No on-site burning will be allowed. Water will be used to control fugitive dust.

#### Erosion

A Soil Erosion and Sedimentation Control Permit will be required for the project. Site specific mitigation measures will be addressed during design and included in the construction contract documents.

#### Restoration

Damaged roadway, curbing, driveway, and sidewalk surfaces will be restored to equal or better condition, in accordance with modern construction standards. Undeveloped areas will be restored with topsoil, fertilizer, mulch and seed or sod as needed.

Utilities

Disruptions of utility services during construction will be kept to the minimum necessary to complete the project. In the event proposed utility upgrades will disrupt service for a long duration, temporary service lines will be required. It is expected there will be minor disruptions when water services going to individual residential houses and businesses are replaced.

Valuable Features

This project is not expected to significantly impact valuable existing features such as mature vegetation. Areas of proposed construction are already fully developed.

Construction Spoils

Disposal of construction spoils in wetlands, floodplains, shorelines, or other sensitive areas will not be allowed. Any disposal of material will need to be permitted and disposed of at an approved location.

Permitting

Water permits will be required from the EGLE, along with a Soil Erosion and Sedimentation Control Permit from Delta County.

Endangered/Threatened Species

The project is not anticipated to impact endangered or threatened species.

Stream Crossings

The proposed work does not involve any stream crossings.

Wetlands

The project is not anticipated to impact wetland areas due to the use of directional drilling.

**B. Mitigation of Long-Term Impacts**General Construction

No adverse long-term impacts are expected as a result of the proposed project.

Siting Decisions

All construction will take place in already developed street right-of-ways. Exact locations of utilities will be determined during project design.

Operational Impacts

The proposed project will not have an operational impact to the City's water distribution or water treatment systems. The project will be replacing old failing infrastructure.

## C. Mitigation of Indirect Impacts

### Master Plan and Zoning

Long range planning by the City identified the proposed project areas. These areas are all in previously developed areas and would have no effect on planning and zoning in the City. The work will not impact historical features, agricultural land or other natural features.

### Ordinances

Local ordinances are in place regarding minimum building construction, operation standards and site erosion control. Wetlands, floodplains and other sensitive habitats are protected by State laws and permits.

### Staging of Construction

Construction activities will be staged in a way to minimize disruption to local residences and businesses.

**SECTION 7: PUBLIC PARTICIPATION**

---

- A. Public Meeting on Project Alternatives. Refer to Appendix B for Draft minutes and comments.

A public meeting was held at 6:00 p.m. on May 22, 2023 at Gladstone City Hall. Refer to Appendix F for Advertisement.

- B. Adoption of the Project Plan

On May 22, 2023 the City of Gladstone passed a resolution for water which approves the Project Plan. Refer to Appendix C for the signed resolutions.

DRAFT

DRAFT



DRAFT

## ALTERNATIVE 2 Intake Relining

## Engineer's Opinion of Cost

## City of Gladstone Water Intake and Transmission Main

3/24/2023

Item	Description	Unit	Qty.	Unit	Total
<b>Water Intake Construction</b>					
1	Mobilization (15%)	Lump Sum	1	\$970,000.00	\$970,000.00
2	24-inch Intake (Reline)	Foot	1,850	\$2,500.00	\$4,625,000.00
3	24-inch Gate Valve	Each	1	\$30,000.00	\$30,000.00
4	Zebra Mussle Chemical Control	Lump Sum	1	\$45,000.00	\$45,000.00
5	Raw Water Sample Line	Lump Sum	1	\$25,000.00	\$25,000.00
6	Intake Crib	Lump Sum	1	\$135,000.00	\$135,000.00
7	Clear Well Concrete Structure	Lump Sum	1	\$240,000.00	\$240,000.00
8	Clear Well Storage Building/Roof	Lump Sum	1	\$65,000.00	\$65,000.00
9	On-site Piping Changes	Lump Sum	1	\$30,000.00	\$30,000.00
10	Clear Well Electrical	Lump Sum	1	\$15,000.00	\$15,000.00
11	Marine Barge and Crane	Lump Sum	1	\$1,200,000.00	\$1,200,000.00
12	Restoration	Square Yard	1,500	\$6.50	\$9,750.00
13	Erosion Control	Lump Sum	1	\$45,000.00	\$45,000.00
				<b>SUBTOTAL</b>	<b>\$7,434,750.00</b>
<b>Transmission Main Construction</b>					
14	Mobilization (10%)	Lump Sum	1	\$46,000.00	\$46,000.00
15	6-inch Ductile Iron Water Main	Foot	360	\$75.00	\$27,000.00
16	12-inch Ductile Iron Water Main	Foot	3,200	\$115.00	\$368,000.00
17	6-inch Gate Valve and Box	Each	2	\$1,850.00	\$3,700.00
18	12-inch Gate Valve and Box	Each	4	\$3,500.00	\$14,000.00
19	12-inch x 6-inch Reducer	Each	1	\$550.00	\$550.00
20	12-inch x 12-inch x 12-inch Tee	Each	1	\$1,750.00	\$1,750.00
21	6-inch x 6-inch x 6-inch Tee	Each	1	\$1,250.00	\$1,250.00
22	1-inch Corporation Stop	Each	11	\$475.00	\$5,225.00
23	1-inch Curb Stop and Box	Each	11	\$750.00	\$8,250.00
24	1-inch Type "K" Copper Water Service	Foot	385	\$55.00	\$21,175.00
25	12-inch Bend	Each	4	\$1,400.00	\$5,600.00
26	Connect to Existing 12-inch Water Main	Lump Sum	1	\$2,200.00	\$2,200.00
27	Connect to Existing Storage Tank	Lump Sum	1	\$6,500.00	\$6,500.00
28	Erosion Control Blanket	Square Yard	1,200	\$8.50	\$10,200.00
29	Special Backfill	Cubic Yard	500	\$12.00	\$6,000.00
30	Clearing and Grubbing	Acre	1.5	\$14,000.00	\$21,000.00
31	HMA Surface, Rem	Square Yard	6,100	\$5.00	\$30,500.00
32	HMA, 5EL	Ton	1,000	\$140.00	\$140,000.00
33	Aggregate Base, 8-inch	Square Yard	6,100	\$14.00	\$85,400.00
34	Restoration	Lump Sum	1	\$30,000.00	\$30,000.00
				<b>SUBTOTAL</b>	<b>\$834,300.00</b>

Total Construction	\$8,269,050.00
Contingency	\$827,000.00
Legal/Admin	\$124,100.00
Engineering	\$992,300.00
<b>TOTAL</b>	<b>\$10,212,450.00</b>

ALTERNATIVE 3 New Intake

Item 6.

Engineer's Opinion of Cost

City of Gladstone Water Intake and Transmission Main

3/21/2023

Item	Description	Unit	Qty.	Unit	Total
<b>Water Intake Construction</b>					
1	Mobilization (15%)	Lump Sum	1	\$729,000.00	\$729,000.00
2	24-inch HDPE Intake (Directionally Drilled)	Foot	1,850	\$1,630.00	\$3,015,500.00
3	24-inch Gate Valve	Each	1	\$30,000.00	\$30,000.00
4	Zebra Mussel Chemical Control	Lump Sum	1	\$45,000.00	\$45,000.00
5	Raw Water Sample Line	Lump Sum	1	\$25,000.00	\$25,000.00
6	Intake Crib	Lump Sum	1	\$135,000.00	\$135,000.00
7	Clear Well Concrete Structure	Lump Sum	1	\$240,000.00	\$240,000.00
8	Clear Well Storage Building/Roof	Lump Sum	1	\$65,000.00	\$65,000.00
9	On-site Piping Changes	Lump Sum	1	\$30,000.00	\$30,000.00
10	Clear Well Electrical	Lump Sum	1	\$15,000.00	\$15,000.00
11	Marine Barge and Crane	Lump Sum	1	\$1,200,000.00	\$1,200,000.00
12	Restoration	Square Yard	1,500	\$6.50	\$9,750.00
13	Erosion Control	Lump Sum	1	\$45,000.00	\$45,000.00
				<b>SUBTOTAL</b>	<b>\$5,584,250.00</b>
<b>Transmission Main Construction</b>					
14	Mobilization (10%)	Lump Sum	1	\$46,000.00	\$46,000.00
15	6-inch Ductile Iron Water Main	Foot	360	\$75.00	\$27,000.00
16	12-inch Ductile Iron Water Main	Foot	3,200	\$115.00	\$368,000.00
17	6-inch Gate Valve and Box	Each	2	\$1,850.00	\$3,700.00
18	12-inch Gate Valve and Box	Each	4	\$3,500.00	\$14,000.00
19	12-inch x 6-inch Reducer	Each	1	\$550.00	\$550.00
20	12-inch x 12-inch x 12-inch Tee	Each	1	\$1,750.00	\$1,750.00
21	6-inch x 6-inch x 6-inch Tee	Each	1	\$1,250.00	\$1,250.00
22	1-inch Corporation Stop	Each	11	\$475.00	\$5,225.00
23	1-inch Curb Stop and Box	Each	11	\$750.00	\$8,250.00
24	1-inch Type "K" Copper Water Service	Foot	385	\$55.00	\$21,175.00
25	12-inch Bend	Each	4	\$1,400.00	\$5,600.00
26	Connect to Existing 12-inch Water Main	Lump Sum	1	\$2,200.00	\$2,200.00
27	Connect to Existing Storage Tank	Lump Sum	1	\$6,500.00	\$6,500.00
28	Erosion Control Blanket	Square Yard	1,200	\$8.50	\$10,200.00
29	Special Backfill	Cubic Yard	500	\$12.00	\$6,000.00
30	Clearing and Grubbing	Acre	1.5	\$14,000.00	\$21,000.00
31	HMA Surface, Rem	Square Yard	6,100	\$5.00	\$30,500.00
32	HMA, 5EL	Ton	1,000	\$140.00	\$140,000.00
33	Aggregate Base, 8-inch	Square Yard	6,100	\$14.00	\$85,400.00
34	Restoration	Lump Sum	1	\$30,000.00	\$30,000.00
				<b>SUBTOTAL</b>	<b>\$834,300.00</b>

Total Construction	\$6,418,550.00
Contingency	\$641,900.00
Legal/Admin	\$96,300.00
Engineering	\$770,300.00
<b>TOTAL</b>	<b>\$7,927,050.00</b>

DRAFT

DRAFT

**A RESOLUTION ADOPTING A FINAL PROJECT PLANNING DOCUMENT  
FOR WATER SYSTEM IMPROVEMENTS  
AND DESIGNATING AN AUTHORIZED PROJECT REPRESENTATIVE**

**WHEREAS**, the City of Gladstone, Michigan recognizes the need to make improvements to its existing water treatment and distribution system; and

**WHEREAS**, the City of Gladstone, Michigan authorized Coleman Engineering Company to prepare a Project Planning Document, which recommends the construction of water distribution system replacement and lead service line replacement in designated areas; and

**WHEREAS**, said Project Planning Document was presented at a Public Hearing held on May 22, 2023 at 6:00 P.M. and all public comments have been considered and addressed;

**NOW THEREFORE BE IT RESOLVED**, that the City of Gladstone, Michigan formally adopts said Project Planning Document and agrees to implement the selected alternative (Alternative 3).

**BE IT FURTHER RESOLVED**, that the City Manager, a position currently held by Eric Buckman, is designated as the authorized representative for all activities associated with the project referenced above, including the submittal of said Project Planning Document as the first step in applying to the State of Michigan for a Drinking Water State Revolving Fund Loan to assist in the implementation of the selected alternative.

Yeas:

Nays:

Abstain:

Absent:

I certify that the above Resolution was adopted by the Gladstone City Council on May 22, 2023.

BY: \_\_\_\_\_  
Name and Title *(please print or type)*

\_\_\_\_\_  
Signature Date

DRAFT

DRAFT





**INTENT TO APPLY FORM**

This form should be submitted by all applicants seeking funding in the next five years. Applicants participating in the ITA process receive early indication of the funding outlook for their project(s).

**DATE:** October 27, 2022

**PROJECT(S) NAME (Brief Identifier):** City of Gladstone Water Intake Replacement Project

**PROJECT(S) PURPOSE (Including general location and public health or water quality issue being addressed):** Replacement of the City's existing 1924-24" wood stave water intake line and intake crib. Construction of 3,200 feet of 12-inch water transmission main to the City's storage tank to provide a redundant water supply line to the city water tank.

**Applicant Legal Name:** City of Gladstone

**Applicant Contact Name:** Eric Buckman **Title:** City Manager

**Mailing Address (street, city, state, zip+4):** 1100 Delta Avenue, Gladstone, MI 49837

**Phone No.:** 906-428-3181

**Email:** ebuckman@gladstonemi.org

**Consulting Engineer Name\* (if applicable):** Scott Nowack **Firm:** Coleman Engineering Company

**Mailing Address (street, city, state, zip+4):** 635 Circle Drive, Iron Mountain, MI 49801

**Phone No.:** 906-774-3440

**Email:** snowack@coleman-engineering.com

**PROJECT INFORMATION**

**Applicant Population:** 5,248 **Population Served by Project:** 5,248

**Treatment Facility Name (if applicable):**

**Estimated Total Project Cost: \$6,200,000**

**Year 1 Costs** \$6,200,000

**Estimated Year 1 Costs Financed Through SRF:** \$6,200,000

**Future Year Costs (if applicable):** \$0

**Estimated Future Costs Financed Through SRF:** \$0

**Other Funding Sources (check all that apply):** MDOT MEDC USDA Rural Development

Other Financing/Funding Agency: [Click here to enter text.](#)

**Proposed Construction Start Date (mm/yyyy):** 06/2024

**Completed Project-Related Planning Documents (check all that apply; do not need to submit at this time):**

- Capital Improvements Plan
- Asset Management Plan
- Preliminary Engineering Report
- Environmental Report
- Project Plan
- Infiltration & Inflow Study
- Sanitary Sewer Evaluation Study
- NASSCO Report
- Watershed Management Plan
- Master Plan
- Reliability Study
- Other:

## ADDITIONAL INFORMATION

Disadvantaged Community (as determined by EGLE)?  Yes  No  Unknown

For a preliminary determination from EGLE, complete and attach the [Disadvantaged Community Status Determination Worksheet](#).

Does the proposed project include any green infrastructure, water or energy efficiency improvements, or other environmentally innovative activities?  Yes  No  Unknown

If yes, please describe:

**Deadlines:** The ITA form may be submitted at any time, but is due on or before November 1, to allow for sufficient time for the pre-application meeting and to be placed on the DWSRF or CWSRF/SWQIF Project Priority List (PPL). **Please note:** Applicants for CWSRF funding must use a Qualifications-based Selection (QBS) process to select and hire an architectural and engineering firm in order for those costs to be eligible for CWSRF funding. This includes planning, design engineering and construction engineering services.

**Pre-Application Meeting:** The applicant will be contacted by an assigned Water Infrastructure Financing Section (WIFS) project manager within 14 days of receipt of this ITA form to schedule a pre-application discussion. This meeting can help to identify project funding opportunities and challenges earlier in the planning stage to better guide the efforts of the applicant and their consulting engineer. Suggested attendees would include the WIFS project manager, EGLE district engineer, applicant representative(s), and any other applicable attendees.

**Questions:** Please visit our website at [Michigan.gov/CWSRF](http://Michigan.gov/CWSRF) or [Michigan.gov/DWSRF](http://Michigan.gov/DWSRF) or call 517-284-5433.

Please submit this form by email to [EGLE-WIFS@Michigan.gov](mailto:EGLE-WIFS@Michigan.gov).

For information or assistance on this publication, please contact the (program), through EGLE Environmental Assistance Center at 800-662-9278. This publication is available in alternative formats upon request.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

DRAFT

## NOTICE OF PROJECT PLAN PUBLIC HEARING

The City of Gladstone will hold a public hearing on the proposed City of Gladstone Drinking Water State Revolving Fund Utility Project for the purpose of receiving comments from interested persons.

The hearing will be held at 6:00 p.m. on May 22, 2023 at the following location:

Gladstone City Hall  
1100 Delta Avenue  
Gladstone, MI 49837

The purpose of the proposed project is to replace the aged raw water intake, water main and water service lines. Project construction will involve the replacement of street surface, curbs, gutters, sidewalk, and water main within the project areas. A map of the project area is included as part of the Project Plan and is available for review.

Impacts of the proposed project include short-term roadway closures, water service interruptions and long-term improvement to the water quality in the City of Gladstone.

The estimated cost to users for the proposed project will come in the form of a water user rate increase with the exact amount of the increase determined by future funding arrangements.

Copies of the plan detailing the proposed project are available for inspection at the following location(s):

City of Gladstone  
1100 Delta Avenue  
Gladstone, MI 49837

Written comments received before the hearing record is closed on May 22, 2023 will receive responses in the final project plan. Written comments should be sent to:

Ms. Kim Berry, City Clerk  
City of Gladstone  
1100 Delta Avenue  
Gladstone, MI 49837

DRAFT

**APPENDIX G: OVERBURDENED COMMUNITY STATUS WORKSHEETS**



# MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY OVERBURDENED AND SIGNIFICANTLY OVERBURDENED COMMUNITY STATUS DETERMINATION WORKSHEET

The following data is required from each State Revolving Fund (SRF) applicant requesting a determination for overburdened and significantly overburdened community status.

The most recent census and tax data are available in a searchable table on EGLE's State Revolving Fund – Overburdened Community Definition and Scoring Criteria Development webpage along with an excel worksheet to help determine blended Median Annual Household Income (MAHI) and blended taxable value per capita for regional systems. The MAHI and taxable value per capita table will be used to make all FY24 determinations. Applicants are encouraged to visit this page prior to completing this form to see if they qualify based on MAHI (blended MAHI if applicable) or taxable value per capita (blended taxable value per capita if applicable) alone. If so, they only need to fill out lines 1 and 2 of this form, electronically sign it on page 2, and submit.

**Alternately, if the applicant's MAHI or blended MAHI is above the state average - \$63,498 for FY24 – they cannot be determined as being overburdened or significantly overburdened for FY24 funding and should not complete or turn in this form.**

For applicants whose MAHI or blended MAHI is below \$63,498 but do not automatically qualify based on MAHI or taxable value per capita alone, please complete the entire form and return to:

Mark Conradi  
[conradim@michigan.gov](mailto:conradim@michigan.gov)

Name of Applicant

City of Gladstone

Please check the box indicating which funding source this determination is for:

DWSRF

CWSRF

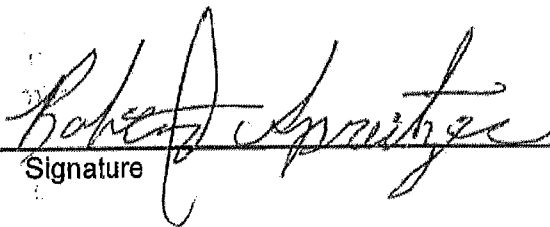
1. Is this a regional system? A regional system refers to any system that serves more than one municipality (cities, townships, and/or villages)

Yes   
No

If yes, refer to the instructions at the end of this form to complete calculations for a blended MAHI and blended taxable value per capita. Additionally, page 3 of this form will also need to be completed.

- 2. Median Annual Household Income from table on the overburdened webpage (blended if applicable)  
\$54,542
- 3. Taxable Value Per Capita from table on the overburdened webpage (blended if applicable)  
\$22,667
- 4. Total amount of anticipated debt for the proposed project (amount of loan requested for FY24 loan)
- 5. Annual payments on the existing debt for the system
- 6. Total operation, maintenance, and replacement expenses (OM&R) for the system on an annual basis
- 7. Number of residential equivalent users (REUs) in the system

\*I ( Rob Spreitzer ) hereby certify that the information in this form is complete, true, and correct to the best of my knowledge.

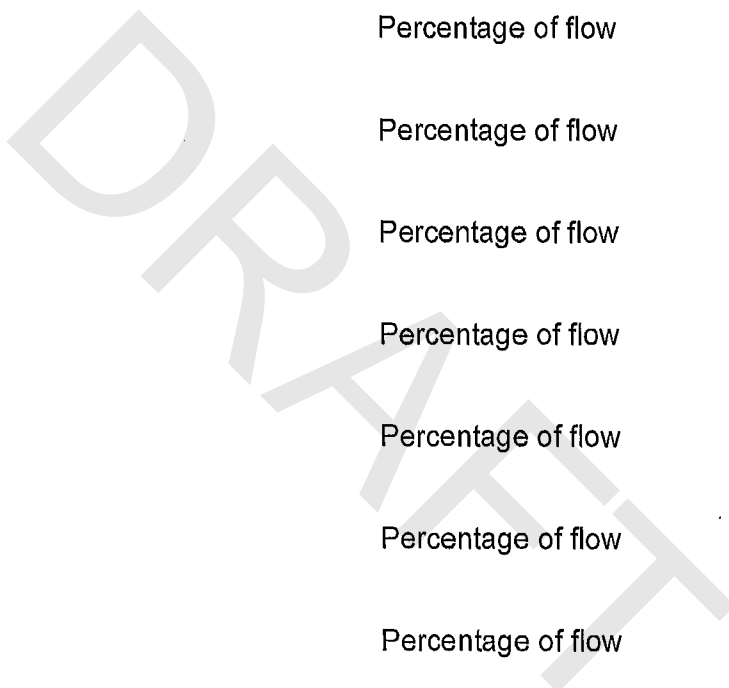
  
Signature

03-03-2023  
Date

**For determinations made using anticipated debt, a final determination will be made based upon the awarded loan amount and not the anticipated amount provided on this form.**

**Regional System Breakdown (If applicable)**

Name of municipality	Percentage of flow
City of Gladstone	99.86%
Name of municipality	Percentage of flow
Escanaba Township	0.14%
Name of municipality	Percentage of flow
Name of municipality	Percentage of flow
Name of municipality	Percentage of flow
Name of municipality	Percentage of flow
Name of municipality	Percentage of flow
Name of municipality	Percentage of flow
Name of municipality	Percentage of flow
Name of municipality	Percentage of flow
Name of municipality	Percentage of flow
Name of municipality	Percentage of flow
Name of municipality	Percentage of flow
Name of municipality	Percentage of flow
Name of municipality	Percentage of flow



If more spaces are needed, please include them in the email along with this submission. Percentages of flow must add up to 100%.



Regional Systems - Blended MAHI and TVPC Calculations						
Name of Municipality	Percentage of Flow (Total must = 100)	Taxable Value Per Capita (TVPC)	Median Annual Household Income (MAHI)	TVPC Percentage (automatically calculated)	MAHI Percentage (Automatically calculated)	
City of Gladstone	99.86%	\$22,635	\$54,528	\$22,603	\$54,452	\$90
Escanaba Township	0.14%	\$45,411	\$64,375	\$64	\$64	\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
						\$0
<b>Total</b>	<b>100%</b>			<b>\$22,667</b>	<b>\$54,542</b>	<b>\$0</b>

**Instructions for Regional Systems (single municipality systems skip this tab and click the "Overburdened calculations" tab at the bottom of this page)**

For blended taxable value per capita and blended MAHIs use the searchable chart on EGLE's [Overburdened Community Definition and Scoring Criteria](#) website. The chart is titled, "Fiscal Year 2024 Overburdened Median Annual Household Income (MAHI) and Taxable Values List For SRF Projects"; the State of Michigan MAHI is \$63,498 for FY24 Projects." Clicking the + sign next to the title will open the table and a search box will appear at the top right of the table.

- Fill in the municipalities that make up the regional system in Column A
- Enter the percentage of flow each municipality contributes to the system in column B. The total in cell B18 must equal 100%
- Use the search function to find the municipality's taxable value per capita on the Overburdened website listed above and enter it in column C
- Use the search function to find the municipality's MAHI on the Overburdened website listed above and enter it in column D

The sheet will calculate the blended TVPC for the regional system in cell E19 and blended MAHI in cell F19. Click the "Overburdened calculations" tab below to complete the calculations. The blended TVPC and blended MAHI numbers will be automatically filled in.

**Overburdened and Significantly Overburdened Calculation Worksheet**

**Instructions**

This calculation template is designed to be used in conjunction with the "Overburdened and Significantly Overburdened Community Status Determination Worksheet" which must be completed and submitted to [conradim@michigan.gov](mailto:conradim@michigan.gov) for any FY24 SRF project wanting an overburdened determination. Once that form has been completed this calculation template will allow the applicant to get a preliminary idea of whether they qualify for overburdened or significantly overburdened status. Unlike the status determination worksheet, this calculation template is not required to be completed but is recommended. The results of this preliminary calculation do not guarantee any final determinations. Final determinations will be made by EGLE.

Only fill in the cells that are highlighted in grey: cells B2, B4, B6, B11, B13, and B15. These cells are tiled and numbered to directly correlate to the questions and numbers in the completed Overburdened and Significantly Overburdened Community Status Determination worksheet.

There are three ways an applicant can automatically qualify as overburdened or significantly overburdened:

- if they have a MAHI or blended MAHI below 125% of the federal poverty MAHI (Row 23)
- if they have a TVPC in the lowest 10% of the state (Row 25)
- if they have a TVPC in the lowest 20% of the state (Row 27)

These calculations are completed once cells B2 and B4 are entered, and the results are shown as a red "no" or a green "yes" in cells E23, E25, and E27. If any of these results in a green "YES" the applicant is automatically qualified\* as overburdened or significantly overburdened and does not need to enter any cost data (\*provided the numbers entered into B2 and B4 are accurate and followed the rules outlined in the Status Determination Worksheet).

The final way an applicant can be determined overburdened is if their MAHI falls below the state average of \$63,498 AND their annual user costs are greater than 1% of their MAHI or blended MAHI. If the MAHI or blended MAHI is greater than \$63,498, an applicant cannot be eligible for overburdened status, should not complete or send in an application, and a red "Do Not Qualify" will show up in cell B20. For applicants under \$63,498 fill in cells B6, B11, B13, and B15 using the corresponding data from the completed Status Determination Worksheet. If the calculations turn out to be greater than 1% cell E29 will turn green and read "YES." If any of the results in E23, E25, E27, or E29 result in a "YES", the applicant preliminarily qualifies as overburdened or significantly overburdened.

\*Regional Systems

First complete the tab on the bottom left of this sheet titled, "Blended MAHI and TVPC calcs". Once completed, cells B2 and B4 will automatically populate with the completed calculations. If they do not, enter the blended MAHI in cell B2 and the blended TVPC in cell B4.

<b>2. Median Annual Household Income (blended if necessary)</b>	\$54,542	<b>City of Gladstone</b>		
<b>3. Taxable Value Per Capita (blended if necessary)</b>	\$22,667			
<b>4. Amount of anticipated debt - FY24 SRF loan only</b>	20			
Terms	2.75%			
Rate	\$0			
New Annual debt from SRF loan				
<b>5. Annual Payments on existing debt</b>				
<b>6. Total OM&amp;R</b>				
<b>7. Number of REUs</b>				
Total Annual Cost	\$0			
Annual User Cost	\$0			
<b>MAHI Threshold \$ amount</b>	<b>\$545</b>			
125% of Federal Poverty MAHI	\$37,500	<b>Significantly Overburdened</b>	<b>NO</b>	
Lowest 10% TVPC	\$15,170	<b>Significantly Overburdened</b>	<b>NO</b>	
Lowest 20% TVPC	\$22,920	<b>Overburdened without calculation needed</b>	<b>YES</b>	
Michigan MAHI	\$63,498	<b>Overburdened with calculation</b>	<b>NO</b>	

Municipality Name:		Gladstone			
	WATER				
Meter Size	Residential Meter Equivalents	Number of Meters	Calculated REU's	Escanaba Township Number of Meters	Escanaba Township Calculated REU's
5/8"	1.00	2089	2089	1	1
3/4"	1.00		0		
1"	2.50	115	288	1	2.5
1-1/2"	5.00	14	70		
2"	8.00	9	72		
3" Disp.	9.00	2	18		
3" CMPD	16.00		0		
4" CMPD	25.00	1	25		
4" Turb.	30.00		0		
6" CMPD	50.00		0		
6" Turb.	62.50		0		
8" CMPD	80.00		0		
10" CMPD	115.00		0		
		2230	2562	Meter Based	4
			2615	Flow Based	
			99.86%	City	
			0.14%	Township	



# GLADSTONE DDA REGULAR MEETING

City Hall Chambers – 1100 Delta Avenue  
 April 18, 2023  
 8:00 AM

## MINUTES

### CALL TO ORDER

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

#### 1. Roll Call

PRESENT	ABSENT
Daniel Becker	Joe Thompson
Jay Bostwick	Taylor Miller
Jason Lippens	
Kyle Closs	
Marcey Skwor	
Robert LeDuc	

**Staff Present:** Eric Buckman and Patricia West

**PUBLIC COMMENT:** *None*

### APPROVAL OF MINUTES

#### 2. Regular Meeting Minutes - March 21, 2023

*Motion made by Skwor, Seconded by Closs to approve the minutes.*

*Voting Yea: Becker, Bostwick, Lippens, Closs, Skwor, LeDuc - **Motion Carried.***

### FINANCIALS

#### 3. March Revenue & Expenditure Report (Unreconciled)

The unreconciled March budget was provided to the DDA Board for review. Very little financial activity took place in March outside of the DDA Coordinator's compensation. Since this was the final month of the fiscal year, the March budget report it has not yet been finalized. However, Vicki Schroeder was able to settle with the county, which will result in a small increase in the final revenue numbers for the year.

**CONFLICT OF INTEREST:** *None*

**AMENDMENTS TO THE AGENDA:** *None*

### UNFINISHED BUSINESS

#### 4. DDA Board Vacancy: Representative from Gladstone Area Schools

Gladstone Area School's Superintendent, Dr. Jay Kulbertis joined the discussion on how to best fill the Gladstone Area School's DDA Board Member representative.

*Motion made by Bostwick, Seconded by LeDuc to have Dr. Kulbertis open the application up internally to the Gladstone School Board with a deadline for submission of May 2, 2023.*

Voting Yea: Becker, Bostwick, Lippens, Closs, Skwor, LeDuc - **Motion Carried.**

Item 7.

**5. 2023/2024 DDA Budget Request**

*Motion made by Closs, Seconded by Skwor to accept the 2023/2024 DDA Budget Request.*

Voting Yea: Becker, Bostwick, Lippens, Closs, Skwor, LeDuc - **Motion Carried.**

**6. North Shore Development**

Eric Buckman updated the DDA Board that the investment group recently hired an architect. The DDA indicated interest in scheduling a tour of the property when the weather allows.

**NEW BUSINESS**

**7. Farmers Market SNAP Program**

The Farmers Market Subcommittee recently met to discuss the upcoming Farmers Market agenda items.

*Motion made by Bostwick, Seconded by LeDuc to discontinue the SNAP program at the Gladstone Farmers Market.*

Voting Yea: Becker, Bostwick, Lippens, Closs, Skwor, LeDuc - **Motion Carried.**

**8. Farmers Market Vendor Fee Schedule**

*Motion made by Skwor, Seconded by Closs to increase the one time vendor fee to \$25.00, and the seasonal vendor fee to \$75.00.*

Voting Yea: Becker, Bostwick, Lippens, Closs, Skwor, LeDuc - **Motion Carried.**

**9. Farmers Market Vendor Policies**

*Motion made by Closs, Seconded by Skwor to accept the suggested changes to the 2023 vendor policies as outlined, with the addition of requiring the application be submitted one week prior to the first market they hope to attend.*

Voting Yea: Becker, Bostwick, Lippens, Closs, Skwor, LeDuc- **Motion Carried.**

**10. Letter of Support for MML Foundation's Bridge Builders Microgrants**

*Motion made by Closs, Seconded by Becker for the DDA Board Chair, Jay Bostwick, to submit a letter of support to include the DDA's application for the Michigan Municipal League Foundation's Bridge Builders Main Street Microgrant.*

Voting Yea: Becker, Bostwick, Lippens, Closs, Skwor, LeDuc - **Motion Carried.**

**11. Rescheduling DDA's May Meeting**

*Motion made by Bostwick, Seconded by Closs to reschedule the DDA's regularly scheduled meeting of May 16, 2023 to take place on May 9, 2023 at 8:00 AM ET in the City Hall Chambers.*

Voting Yea: Becker, Bostwick, Lippens, Closs, Skwor, LeDuc- **Motion Carried.**

**COMMENTS**

**12. City Manager**

- a. The City of Gladstone was notified that they are the recipient of a pension grant.

- b. The Wastewater Plant received a change order to the project which affects the project positively. The project is coming in under budget.
- c. The tax tribunal was found in favor of the City of Gladstone. All five findings are being appealed.

Item 7.

### 13. Community Development

#### 14. DDA Coordinator

- a. Upcoming Items
  - i. DDA By-Law Updates (May)
  - ii. DDA Board Member Term Expirations - Kyle Closs (May)
  - iii. DDA Officer Elections (June)
  - iv. Information Meeting #1 (June)
- b. The Farmers Market is underway, and the vendor application will open the week of April 24<sup>th</sup>. We also have a three applications for the Farmers Market Coordinator position, and we'll begin coordination to set-up interviews next week.
- c. Taylor Miller is no longer able to make the regular meeting time. This agenda item will be added to the next meeting for discussion on how to move forward.

#### 15. DDA Members

**PUBLIC COMMENT:** *None*

### ADJOURNMENT

*Motion by LeDuc, Seconded by Skwor to adjourn at 8:54 AM ET.*

*Voting Yea: Becker, Bostwick, Lippens, Closs, Skwor, LeDuc - **Motion Carried.***



# GLADSTONE CITY COMMISSION REGULAR MEETING

City Hall Chambers – 1100 Delta Avenue  
May 08, 2023  
6:00 PM

## MINUTES

**PRESENT:** Mayor Joe Thompson, Commissioners Judy Akkala, Brad Mantela and Robert Pontius

**ABSENT:** Commissioner Greg Styczynski - Excused

Mayor Thompson called the meeting to order; gave the invocation and Clerk Berry called the roll.

Mayor Thompson opened the public hearing for Appropriation Ordinance No. 2023-628 at 6:04 PM. No public present so Mayor Thompson closed the public hearing.

Motion by Commissioner Mantela; seconded by Mayor Thompson to approve Appropriations Ordinance No. 2023-628:

### CITY OF GLADSTONE ORDINANCE NO. 2023-628

**AN ORDINANCE MAKING APPROPRIATIONS FOR THE CURRENT FISCAL YEAR FOR THE CITY OF GLADSTONE, MICHIGAN FROM APRIL 1, 2023 THRU MARCH 31, 2024 TO DEFRAY THE DEBTS, EXPENDITURES & LIABILITIES LEVYING THE AMOUNTS THEREOF NECESSARY TO BE RAISED BY TAXATION TO BE LEVIED ON THE NEXT CITY OF GLADSTONE JULY 2023 TAX ROLL, AND FURTHER AUTHORIZING AND REQUIRING THE LEVYING ON THE JULY 2023 CITY AND DECEMBER 2023 GENERAL TAX ROLLS OF ALL THE DELINQUENT AND UNPAID SPECIAL ASSESSMENTS, TOGETHER WITH PENALTIES THEREOF AS PROVIDED BY THE CITY TREASURER.**

**THE CITY OF GLADSTONE ORDAINS:**

**Section I.** That pursuant to the provisions of the Charter of the City of Gladstone, and the provisions of the budget as adopted by the City Commission, appropriations are hereby made for the current fiscal year from April 1, 2023 thru March 31, 2024 for the assessments and purposes hereinafter designated as follows:

General Government	\$1,121,489.00
Cemetery	\$96,511.00
Public Safety	\$1,852,662.00
General Public Works	\$545,859.00
Parks & Recreation	\$1,194,463.00

**Section II.** That of the amounts appropriated in Section I of this ordinance, there shall be raised by taxation upon all 2023 tax levy the tentative sum of \$1,691,887.00 for the purpose of defraying the debts, expenditures, and liabilities of said City of Gladstone for the current fiscal year from April 1, 2023 thru March 31, 2024.

**Section III.** The City Clerk shall certify to the City Assessor tentative sum of \$1,691,887.00 to be levied upon the assessed valuation of all taxable property within the City of Gladstone on the General City of Gladstone July 2023 tax roll for the said City of Gladstone and laws of the State of Michigan.

**Section IV.** The City Clerk of the City of Gladstone shall report by June 15, 2023 and November 15, 2023 to the City Assessor of said City of Gladstone the amounts of all the several delinquent Special Assessments returned unpaid by the City Treasurer on such dates for all public improvements heretofore levied and assessed, together with the description of such lots and the amount(s) of the assessment levied upon such, together with the names of the owners whom such assessments were made, as contained in the Special Assessment Roll(s) prepared therefore and on file in the office of the City Treasurer, and the City Assessor is hereby authorized and directed to levy and spread the sums so assessed together with penalties as fixed against the persons and property respectively charged therewith in such special Assessment Rolls, in accordance with provisions of the City Charter of the City of Gladstone.

**Section V.** This ordinance shall be published and take effect ten (10) days after its publication.

- Commissioner Mantela        Yes
- Commissioner Akkala        Yes
- Commissioner Pontius        Yes
- Commissioner Styczynski    Absent - Excused
- Mayor Thompson            Yes

MOTION CARRIED

PUBLIC COMMENT - None

Motion by Commissioner Akkala; seconded by Commissioner Mantela to approve the consent agenda as presented.

MOTION CARRIED

Motion by Commissioner Mantela; seconded by Mayor Joe Thompson to set a public hearing for 6:00 PM May 22, 2023 at Gladstone City Hall to receive input for the Water Department Drinking Water State Revolving Fund (DWSRF) project plan.

MOTION CARRIED

Motion by Mayor Thompson; seconded by Commissioner Akkala to approve the 2023 special events list.

MOTION CARRIED



City Manager Eric Buckman reported on the following:

- Vicki Schroeder and I met with Mr. Chris Katona representative from MMRMA the city's liability insurance
- Commissioner Styczynski and I met with POLC negotiations – tentative agreement forthcoming
- Commissioner Styczynski and I met with IBEW - Electric negotiations – tentative agreement forthcoming
- Met with City Attorney regarding the Radford property; lease should be long-term with perpetual easement to city or reverter clause property goes to the city
- Met with City Attorney regarding Irish Oaks Golf Course; new real estate attorney for city, need title insurance on splits, zoning on new split, access to city property a must and both parties were warned ahead of time

Clerk Berry noted that there was a delay in sound at the beginning of the meeting but is fixed.

Motion by Commissioner Akkala; seconded by Commissioner Mantela to table the City Manager and City Clerk evaluation until Monday, May 22, 2023 when a full commission is present.

MOTION CARRIED

There being no further business before the Commission, Mayor Thompson adjourned the meeting at 6:43 PM.

---

Joe Thompson, Mayor

---

Kimberly Berry, Clerk

**City Gladstone  
Payment of Bills  
May 22, 2023**

<b>Fund</b>	<b>Description</b>	<b>Amount</b>
Solid Waste	Cascade Engineering- Invoice #30587317 - carts	\$ 10,450.00
Wastewater	Northern Machineing & Repairs Invoice #0004690 - bearing work	\$ 6,427.50
<b>Total Bills Over \$5,000 for Commission Approval</b>		<b>\$ 16,877.50</b>

**\*\*Not Budgeted**

INVOICE

Item 9.



CASCADe engineering

5175 36th Street SE
Grand Rapids, MI 49512
Main Phone (616) 975-4800

INVOICE
Invoice: 30587317 Revision: 0
Invoice Date: 04/11/23 Page: 1
Print Date: 05/05/23

Bill To: MU53190
CITY OF GLADSTONE
PO BOX 32
GLADSTONE, MI 49837
United States

Ship To: MU53191
CITY OF GLADSTONE
30 MICHIGAN AVE
GLADSTONE, MI 49837
United States

Sales Order: C427533 Ship Date: 04/11/23
Order Date: 03/17/23 Purchase Order: BARRY EMAIL 3-17-23
Salesperson(s): 20 Ship To: MU53191
Ship Via:
Credit Terms: N45 BOL: 30587317
NET 45 DAYS FOB Point: GLADSTONE MI
Resale:
Remarks:

Table with 7 columns: Item Number, UM, Shipped, Qty B/O Tax, Price, Extended Price. Row 1: 9692389, EA, 200.0, 0.0 Yes, 53.50, 10,700.00. Description: CART 96 BLK/GLADSTONE/LID BLK/HS/RFID

Invoice Terms & Cond: http://www.cascadeng.com/terms-warranties

Non-Taxable: 0.00 Currency: USD Line Total: 10,700.00
Taxable: 11,450.00 0.00% Discount: 0.00
Tax Date: 04/11/23 : 0.00
Containers: 0.00 Taxable Shipping 24 : 750.00
Line Charges: 0.00 Taxable Handling Charge 94 : 0.00
Total Tax: 0.00
Total: 11,450.00



**NORTHERN MACHINING & REPAIR, INC.**  
 1701 N 26th Street - Escanaba, MI 49829

DATE	INVOICE #
5/2/2023	0004690

SOLD TO:
GLADSTONE WWTP 1100 DELTA AVE GLADSTONE, MI 49837

SHIP TO:
GLADSTONE WASTE WATER TREATMENT PLANT 413 MINNEAPOLIS AVE GLADSTONE MI 49837

P.O. NO.	TERMS	ACCOUNT #	Sales Tax Exemption #	Job#
ONSITE BEARING	Net 30	NMRG0009	38-6004686	

QUANTITY	DESCRIPTION	RATE	AMOUNT
1	BEARING WORK PN: ONSITE RBC REPAIR SO: 14764 Ship Code: 00005013	6,427.50	6,427.50

Phone (906) 786-0526 or 1-800-397-6632  
 email - melisaj@northernmachine.us

**Total** \$6,427.50

This purchase is subject to the terms of the issuer's Condition of Sale.

GLADSTONE



**City of Gladstone, MI**

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

**MEETING TYPE  
STAFF REPORT**

**Agenda Date:** 05-22-2023

**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:**

Gladstone Robotics Special Event Application for UP Color Run

**BACKGROUND:**

The Gladstone Robotics are seeking approval for a Color Run to be held September 10, 2023 from 7:00 AM - 4:00 PM. A map is attached along with a save the date flyer and waiver that will be signed by each participant. The request for Public Safety is only if they are available during race time.

This was reviewed by all departments with a recommendation for approval.

**FISCAL EFFECT:**

None

**SUPPORTING DOCUMENTATION:**

Special Event application, race route map, participant waiver

**RECOMMENDATION:**

Motion to approve the Gladstone Robotics UP Color Run on Sunday, September 10, 2023



# SPECIAL EVENT PERMIT APPLICATION

APPLICATION | Gladstone High School / Gladstone Robotics  
Name of Sponsor Non Profit ID #

2100 M-35 Gladstone  
Address City/ Zip

Business Fax Number

Email

PERSON IN CHARGE OF ACTIVITY | Jamie Lippens  
Name  
23 Tipperary Gladstone 49837  
Address City/ Zip

280-3061  
Business Phone Home Phone

EVENT TYPE & LOCATION | 5K Run  
City of Gladstone  
(will provide map)

EST. # OF PARTICIPANTS | 300

DATES | From 9-10 20223 To 9-10 20223

HOURS OF OPERATION | Set Up 7:00 am to 10:00 am  
Event 10:00 am to 2:00 pm  
Clean Up 2:00 pm to 4:00 pm

SPECIAL REQUEST | May need Public Safety  
to help with traffic control

FOR INTERNAL USE

Date Received 5/17/23  Approved  Denied Signature \_\_\_\_\_ Date \_\_\_\_\_

# WAIVER OF LIABILITY

NAME OF EVENT U.P. Color Run DATE OF EVENT 9-10-23

\_\_\_\_\_ Shall indemnify, and hold harmless the City of Gladstone, it's officers, employees and agents from and against any and all claims, demands, liability, costs and expenses of whatever nature, including court cost and counsel fees arising out of injury to or death of any person or persons or loss of or physical damage to any property resulting in any manner from the willful misconduct acts, or negligence of the applicant, it's sub-consultants, agents, employees, volunteers, licensees, or guest in the making or performance of this Special Event Permit.

It is understood the City of Gladstone issues the permit in order to review and approve all plans for events which will affect public facilities or the public right of way.

*Note: General Liability Coverage with a minimum limit of liability of \$1,000,000.00 is required*

NAME JAG KUUBERTIS  
TITLE SUPERINTENDENT  
SIGNATURE [Signature]  
DATE 5/15/23

## WAIVER OF SUBROGATION

The lessor waives all rights of recovery against the lessee, lessee's employees, agents and invites for any loss or damage to property of the lessor located at the premises covered by the Special Events Permit, including property insured under valid and collectible insurance policies, to the extent of any recovery collectible under such insurance.

PLEASE SUBMIT COMPLETED FORM VIA  
MAIL | FAX | EMAIL | @ CITY HALL

CITY OF GLADSTONE  
1100 Delta Avenue  
Gladstone, Michigan 49837  
Fax | 906-428-3122  
hberry@gladstonemich.org

# U.P. COLOR RUN



*save the date*

SUNDAY, SEPTEMBER 10TH

PLACE: GLADSTONE, MI

TIME: TBD



Dakota Ave Gladstone MI Parcels

Mich Ave 4th St



23, 9:44:22 PM  
Parcel Layers - Tax Parcels

X-Color Stations

Item 10.

## Waiver

I know that running the U.P. Color Run 5k, a road race, is a potentially hazardous activity, which could cause injury. I will not enter and participate unless I am medically able and properly trained, and by my check, I certify that I am medically able to perform this event, and am in good health, and I am properly trained. I agree to abide by any decision of the race officials to deny or suspend my participation for any reason whatsoever. I attest that I have read the rules of the race and agree to abide by them. I assume all risks associated with running in this event, including but not limited to: falls, physical contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators. I assume all risks including: the effects of the weather, high heat and/or humidity; freezing cold temperatures; traffic and the conditions of the road including surrounding terrain. I assume all such risks being known, appreciated, and accepted by me.

I grant permission to all of the foregoing to use my photographs, motion pictures, recording or any other record of this event for any legitimate purposes. I understand that this event does not provide for refunds in the event of cancellation, and by signing this waiver, I consent that I am not entitled to a refund if the event is cancelled before or during the event.

By checking this box, I agree to the waiver above \*

Option 1

[Back](#)

[Submit](#)

[Clear form](#)

Always submit answers to Google Forms



# City of Gladstone, MI

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

## Staff Report

---

**Agenda Date:** May 22, 2023                      **Eric Buckman, City Manager:** \_\_\_\_\_  
**Department:** DDA                                      **Department Head Name:** \_\_\_\_\_  
**Presenter:** Patricia West                      **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:**

DDA Board Appointment: Gladstone Area Schools

**BACKGROUND:**

With Linda Howlett’s resignation from the DDA, we now have a vacancy for the Gladstone Area Schools representative on the DDA Board with the term ending May 2025.

The representative needs to be a member from Gladstone Area Schools.

The Gladstone School Board has recommended Nathan Neumeier as the Gladstone Downtown Development Authority representative. The DDA has also motioned to recommend Nathan to the City Commission for appointment.

**FISCAL EFFECT:**

None

**SUPPORTING DOCUMENTATION:**

DDA By-Laws & Rules of Procedure (See page 3 for membership criteria)  
Nathan Neumeier’s DDA Board Application

**RECOMMENDATION:**

Motion to appoint Nathan Neumeier to the Gladstone Downtown Development Authority, with a term expiration date of May 2025.

**CITY OF GLADSTONE, MICHIGAN  
DDA**

**BY-LAWS AND RULES OF PROCEDURE**

**ADOPTED: 10/8/13  
Reviewed: 7/14/15  
Amendment:  
Amendment:**

## Table of Contents

<b>I.</b>	<b>AUTHORITY</b>	<b>3</b>
<b>II.</b>	<b>MEMBERSHIP</b>	<b>3</b>
<b>III.</b>	<b>OFFICERS</b>	<b>3</b>
	<b>A. Selection</b>	<b>3</b>
	<b>B. Resignation of the Officers</b>	<b>4</b>
	<b>C. Duties of the Officers</b>	<b>4</b>
<b>IV.</b>	<b>MEETINGS</b>	<b>5</b>
	<b>A. Meeting Notices</b>	<b>5</b>
	<b>B. Regular Meeting &amp; Special Meetings</b>	<b>6</b>
	<b>C. Quorum</b>	<b>6</b>
	<b>D. Motions</b>	<b>6</b>
	<b>E. Voting</b>	<b>6</b>
	<b>F. Order of Business</b>	<b>8</b>
	<b>G. Public Comment on Items Not Scheduled for Public Hearing</b>	<b>9</b>
	<b>H. Rules of Order</b>	<b>9</b>
	<b>I. Beginning and Ending Time</b>	<b>9</b>
<b>V.</b>	<b>MINUTES</b>	<b>9</b>
<b>VI.</b>	<b>OPEN MEETINGS AND FREEDOM OF INFORMATION PROVISIONS</b>	<b>10</b>
<b>VII.</b>	<b>AMENDMENTS</b>	<b>10</b>

I. AUTHORITY

These By-laws and Rules of Procedure are adopted by the City of Gladstone Downtown Development Authority (hereinafter called DDA) pursuant to Public Act 197 of 1975.

## II. MEMBERSHIP

- A. The DDA shall consist of the mayor and ten members selected by the mayor, who shall be appointed by the mayor, subject to the approval by a majority vote of the members elect of the City Commission.
- B. The majority of the members shall be persons having an interest in property in the downtown district. A minimum of one member shall be a resident of the downtown district and one member shall be a representative of Gladstone Area Schools.
- C. The term of each DDA member shall be four years. All members shall hold office until their successors are appointed. Members may be removed from office by the City Commission for misfeasance, malfeasance or nonfeasance upon written charges and after a public hearing.
- D. Vacancies occurring in office other than through the expiration of term shall be filled through appointment by the mayor for the un-expired term.
- E. Members of the DDA shall serve without compensation for their services, unless otherwise provided by the City Commission.
- F. Members of the DDA and staff shall be entitled to receive reimbursement for expenses incurred for travel in the performance of activities authorized by the City Commission, including but not limited to, attendance at conferences, workshops, educational and training programs and meetings. Such reimbursement for expenses shall be at the rates provided by the city for travel by City Staff. However, the following types of travel shall not be eligible for reimbursement:
  1. Travel to and from DDA meetings.
  2. Local travel for the purpose of viewing sites, which will be the subject of DDA action.
  3. Attendance at conferences, workshops, education and training programs and meetings, which are held within a radius of ten (10) miles from Gladstone City Hall.
  4. Travel for which there is no funds available in the DDA budget.
  5. Travel which the chairperson of the DDA, in his or her sole discretion, determines to be not eligible for reimbursement under these provisions.

## III. OFFICERS

### A. Selection

1. The officers of the DDA shall consist of Chairperson and Vice-Chairperson/Secretary selected from the general membership of the DDA.
2. The election of all officers shall occur at the DDA's first regular meeting after May 10<sup>th</sup> each year.
3. Nominations of members for an office shall be by a current member of the DDA during the meeting when elections are held.
4. All nominations shall be seconded by another member of the DDA to be considered a valid nomination.
5. All elections shall be conducted by a roll call vote. If there is only one nominee for an office, that nominee shall be assumed to be unanimously elected.
6. To be elected to an office, a nominee must receive a majority of the votes of the full DDA.
7. All terms of office shall be for two years with eligibility for reelection.

#### B. Resignation of the Officers

1. An officer may resign his/her office by submitting a letter to the DDA Chairperson.
2. The resignation from office will not become effective until acted upon and accepted by the DDA at its next regularly scheduled meeting.

#### C. Duties of the Officers

1. The Chairperson shall:
  - (a) Preside at all meetings and shall conduct all meetings in accordance with the Open Meetings Act, (Public Act 267 of 1976, as amended), and the rules provided herein.
  - (b) As appropriate, act as liaison between the DDA and the City staff, consultants and all other pertinent agencies or agents of the City of Gladstone.
  - (c) Appoint such committees and subcommittees as the Chairperson deems desirable.
  - (d) In cooperation with the City Manager, prepare the agendas for all meetings.
  - (e) Be responsible for enforcing these Rules of Procedures and for enforcing orderly conduct at meetings.
  - (f) Have the powers and duties set forth in Roberts Rules of Order to the extent that they do not conflict with these Rules of Procedure.

- (g) Have the authority to cancel a scheduled meeting in advance of the meeting date where the Chairperson has determined that quorum will not be available and shall reschedule the meeting as may be required.
  - (h) Appoint the recording secretary to record the official record of the meeting.
  - (i) The Chairperson shall have the duty to vote in the same manner as members of the DDA.
2. The Vice-Chairperson/Secretary shall:
- (a) Assume the duties of the Chairperson in the absence of the Chairperson, or when specifically authorized to do so.
  - (b) Succeed to the office of Chairperson in the event of a vacancy in that office, in which case the DDA shall select a successor to the office of Vice-Chairperson/Secretary at the earliest practical time.
  - (c) Perform such other duties as the Chairperson may assign.
  - (d) As Secretary of the DDA shall:
    - (1) Execute documents in the name of the DDA.
    - (2) Review and sign the draft of the minutes.
    - (3) Receive all communications addressed to the Secretary.
    - (4) Delegate to the recording secretary the keeping of attendance records, providing of all required notices, and preparation of a meeting agenda.
    - (5) Perform such other duties as may be ordered by the Chairperson or DDA
3. The recording secretary shall take notes for minutes and prepare a first draft of minutes for review and signature by the Secretary, perform the duties delegated to the recording secretary by the Secretary, and perform other duties as may be ordered by the Chairperson or DDA.

#### IV. MEETINGS

##### A. Meeting Notices

1. All meeting notices shall be posted at the City Hall according to the Open Meetings Act.
2. The notice shall include the date, time and place of the meeting.
3. Notice of any change in the date or time of a meeting shall be posted in the manner required by the Open Meetings Act.



## B. Regular Meetings and Special Meetings

1. The DDA shall hold a regular meeting each month for which there is business to be conducted but shall hold at least four regular meetings each year. It shall keep a record of its; transactions, findings and determinations, and such record shall be a public record.
2. At the first meeting of the DDA in each calendar year a schedule of the meeting dates, times and places shall be set and within ten days after a Public Notice of the dates, time and place shall be posted in compliance with the Open Meetings Act.

If there is a change in the schedule of the regular meetings of the DDA there shall be posted within three days after the meeting at which the change is made, a Public Notice stating the dates, times and place.

3. Special meetings of the DDA shall be held at the call of the Chairperson or upon written request to the secretary by at least three DDA members and shall be scheduled in compliance with the Open Meetings Act. Each member of the DDA shall receive notice (written, email or voicemail) of a special meeting at least 24 hours prior to the meeting. Special meeting notices shall state the purpose of the meeting. No official action shall be transacted at any special meeting of the DDA unless the item has been stated in the notice of such meeting.
4. Closed sessions may be scheduled in accordance with the Open Meetings Act.

## C. Quorum

1. The presence of a majority of membership of the DDA shall constitute a quorum of the DDA.
2. If a quorum is not present, the members of the DDA may discuss matters of interest, but can take no action until the next regular or special meeting.

## D. Motions

1. All motions shall be restated or summarized by the Chairperson before a vote is taken.
2. The name of the maker and supporters of the motions shall be recorded.

## E. Voting

1. All DDA members shall have the duty to vote on matters before the DDA and shall not abstain on any matter except where there is a conflict of interest.
2. The affirmative vote of six members of the DDA is required to make any determination upon any matter, except as otherwise provided in these Rules of Procedure or ordinance or City Code or state law.

3. A simple majority of a quorum is required for procedural motions or resolutions, such as:
  - (a) Motion to approve or amend the minutes.
  - (b) Motion to table.
  - (c) Motion to postpone.
  - (d) Motion to recess.
  - (e) Motion to adjourn.
  - (f) Motion to recognize achievement or contribution.
  - (g) Motion to add matters to the agenda.
  - (h) Motion to approve consent agenda.
  - (i) Motion to Set Public Hearings.
  
4. Voting on procedural motions or resolutions described in 3 above may be voice vote. In all matters other than procedural, the presiding officer shall call for a voice vote, and if no member states opposition to the motion, it shall be deemed to have passed unanimously and shall be so recorded. In the event any member votes “no”, a roll call shall be conducted and recorded.
  
5. Before participating in a decision or hearing or casting a vote on a matter on which a member may reasonably be considered to have a conflict of interest, the member SHALL disclose the potential conflict of interest to the DDA. The member is disqualified from participating in the discussion or hearing and from voting on the matter as provided here in or as may be provided by a majority vote of the remaining members of the DDA. Failure of a member to disclose a potential conflict of interest as required in these bylaws constitutes malfeasance in office.
  - (a) A conflict of interest for a member of the DDA shall include, but not necessarily be limited to, a matter pending before the DDA which:
    - (1) Concerns the member himself or herself
    - (2) Concerns work on land owned by the member or which is adjacent to land owned by the member.
    - (3) Involves a corporation, company, partnership, or other entity in which the member is a part owner, or any other relationship where the member may stand to have a financial gain or loss.
    - (4) Concerns the member’s spouse, children, stepchildren, grandchildren, parents, brothers, sisters, grandparents, parents in-law, or members of the member’s household.

- (5) The member's employee or employer is:
    - An applicant or agent for an applicant, or
    - Has a direct interest in the outcome.
  - (6) The member has a close business or family relationship with an applicant, the applicant's attorney or other representative, or any expert witness.
- (b) A conflict of interest shall not include an interest the member may have in common with the general public interest.
  - (c) If such a conflict of interest is identified, the member shall disqualify himself or herself at the outset of the hearing or discussion and shall not participate in the discussion or decision, and if so requested by the chairperson shall leave the meeting room until the issue is concluded.
  - (d) In the event a member is unsure whether he or she is in a conflict of interest position, the remaining members of the DDA by a majority vote shall decide whether or not a conflict of interest exists and such decision shall be binding and final.
7. On all other issues each member shall have an obligation to vote, unless excused for good cause by the unanimous vote of the remaining members present.

#### F. Order of Business

1. A written agenda for all members shall be prepared and followed. The general order of business shall be the following:
  - (a) CALL TO ORDER
  - (b) ROLL CALL
  - (c) PUBLIC PARTICIPATION
  - (d) APPROVAL OF MINUTES
  - (e) FINANCIALS
  - (f) ADDITIONS TO THE AGENDA
  - (g) UNFINISHED BUSINESS
  - (h) NEW BUSINESS
  - (i) PUBLIC COMMENT
  - (j) ADJOURNMENT

2. A written agenda for special meetings shall be prepared and followed, however the form as enumerated above shall not be necessary.

G. Public Comment on Items Not Scheduled for Agenda

1. During this portion of the agenda, a member of the audience may address the DDA on any issue that is not scheduled on that agenda.
2. A member of the audience speaking during this portion of the agenda shall limit his/her remarks to three minutes unless such time limit is extended by the Chairperson.
3. No matters for consideration shall be accepted after the agenda packets have been delivered unless the DDA, by separate action, accepts the matter for discussion/action.

H. Rules of Order

1. DDA meetings shall be informal. However, if required to keep order, meetings shall be governed by "Roberts Rules of Order", latest published edition, for issues not specifically covered by these Bylaws. Where these Bylaws conflict or are different than "Roberts Rules of Order", then these Bylaws control.

I. Beginning and Ending Time

1. All DDA meetings shall begin promptly at the time set in the meeting schedule.
2. Every effort should be made to complete the agenda items.
3. At the discretion of the Chairperson a motion to adjourn may be entertained even though all business on the agenda has not been completed.

V. MINUTES

- A. The DDA minutes shall be prepared by the recording secretary.
- B. The minutes shall contain the following:
  - (1) A synopsis of the discussion of the DDA and comments by the public.
  - (2) A complete restatement of all motions, and a record of all transactions, finding and determinations.
  - (3) A record of the outcome of DDA voice votes and a recording of roll call votes.
  - (4) A summary of the conditions or recommendations made on any action, and
  - (5) A record of member's attendance.

- C. The minutes of the DDA including all attached communications, actions and resolutions shall be deposited with the City Clerk. Minutes shall be available for public inspection after the meeting to which the minutes refer. Corrections in the minutes shall be made not later than the next meeting after the meeting to which they refer and shall be made available not later than the next meeting after correction.

**VI. OPEN MEETINGS AND FREEDOM OF INFORMATION PROVISIONS**

- A. All meetings of the DDA shall be open to the public and held in a place available to the general public, except for closed sessions authorized under the Open Meetings Act.
- B. All deliberations and decisions of the DDA shall be made at a meeting open to the public, except decisions made at a closed session as noted in section “VI A”.
- C. A person shall not be excluded from a meeting of the DDA except for breach of the peace committed at the meeting or a closed session as provided in the Open Meetings Act.
- D. All records, files, publication, correspondences and other materials are available to the public for reading, copying and other purposes as governed by the Freedom of Information Act, except for the records of closed sessions.

**VII. AMENDMENTS**

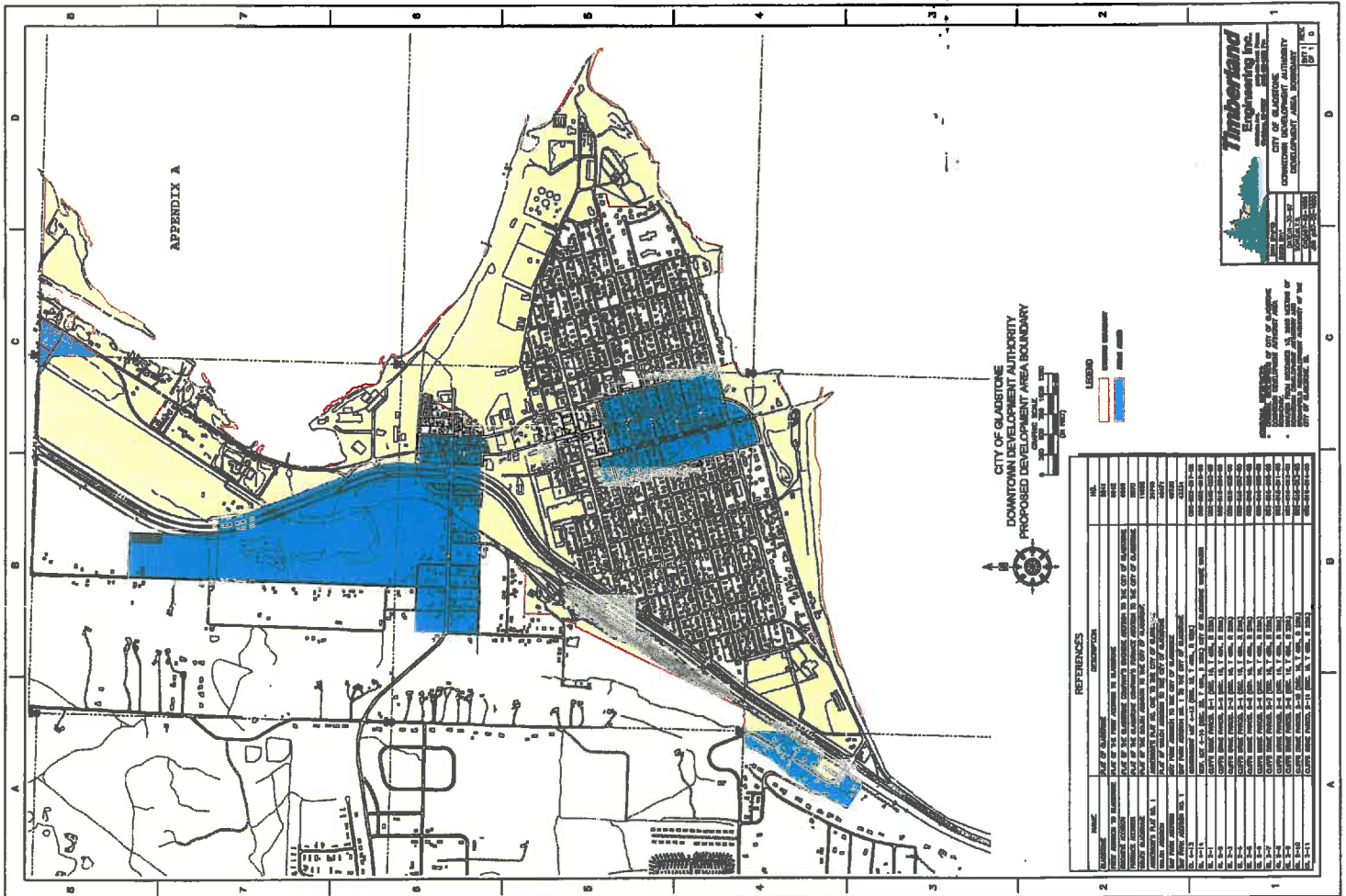
- A. These By-laws and Rules of Procedure may be amended by the DDA by a concurring vote of six members during any regular meeting or special meeting, provided that all members have received an advance copy of the proposed amendments prior to the meeting at which such amendments are to be considered.

THESE BY-LAWS AND RULES OF PROCEDURE ARE ADOPTED ON THIS:  
10/8/2013

DDA

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Vice-Chairperson/Secretary



**REFERENCES**

NAME	DESCRIPTION
CHARTER OF THE CITY OF GARBERVILLE	1984
GENERAL PLAN OF THE CITY OF GARBERVILLE	2008
LOCAL ORDINANCE NO. 1	2008
LOCAL ORDINANCE NO. 2	2008
LOCAL ORDINANCE NO. 3	2008
LOCAL ORDINANCE NO. 4	2008
LOCAL ORDINANCE NO. 5	2008
LOCAL ORDINANCE NO. 6	2008
LOCAL ORDINANCE NO. 7	2008
LOCAL ORDINANCE NO. 8	2008
LOCAL ORDINANCE NO. 9	2008
LOCAL ORDINANCE NO. 10	2008
LOCAL ORDINANCE NO. 11	2008
LOCAL ORDINANCE NO. 12	2008
LOCAL ORDINANCE NO. 13	2008
LOCAL ORDINANCE NO. 14	2008
LOCAL ORDINANCE NO. 15	2008
LOCAL ORDINANCE NO. 16	2008
LOCAL ORDINANCE NO. 17	2008
LOCAL ORDINANCE NO. 18	2008
LOCAL ORDINANCE NO. 19	2008
LOCAL ORDINANCE NO. 20	2008
LOCAL ORDINANCE NO. 21	2008
LOCAL ORDINANCE NO. 22	2008
LOCAL ORDINANCE NO. 23	2008
LOCAL ORDINANCE NO. 24	2008
LOCAL ORDINANCE NO. 25	2008
LOCAL ORDINANCE NO. 26	2008
LOCAL ORDINANCE NO. 27	2008
LOCAL ORDINANCE NO. 28	2008
LOCAL ORDINANCE NO. 29	2008
LOCAL ORDINANCE NO. 30	2008
LOCAL ORDINANCE NO. 31	2008
LOCAL ORDINANCE NO. 32	2008
LOCAL ORDINANCE NO. 33	2008
LOCAL ORDINANCE NO. 34	2008
LOCAL ORDINANCE NO. 35	2008
LOCAL ORDINANCE NO. 36	2008
LOCAL ORDINANCE NO. 37	2008
LOCAL ORDINANCE NO. 38	2008
LOCAL ORDINANCE NO. 39	2008
LOCAL ORDINANCE NO. 40	2008
LOCAL ORDINANCE NO. 41	2008
LOCAL ORDINANCE NO. 42	2008
LOCAL ORDINANCE NO. 43	2008
LOCAL ORDINANCE NO. 44	2008
LOCAL ORDINANCE NO. 45	2008
LOCAL ORDINANCE NO. 46	2008
LOCAL ORDINANCE NO. 47	2008
LOCAL ORDINANCE NO. 48	2008
LOCAL ORDINANCE NO. 49	2008
LOCAL ORDINANCE NO. 50	2008
LOCAL ORDINANCE NO. 51	2008
LOCAL ORDINANCE NO. 52	2008
LOCAL ORDINANCE NO. 53	2008
LOCAL ORDINANCE NO. 54	2008
LOCAL ORDINANCE NO. 55	2008
LOCAL ORDINANCE NO. 56	2008
LOCAL ORDINANCE NO. 57	2008
LOCAL ORDINANCE NO. 58	2008
LOCAL ORDINANCE NO. 59	2008
LOCAL ORDINANCE NO. 60	2008
LOCAL ORDINANCE NO. 61	2008
LOCAL ORDINANCE NO. 62	2008
LOCAL ORDINANCE NO. 63	2008
LOCAL ORDINANCE NO. 64	2008
LOCAL ORDINANCE NO. 65	2008
LOCAL ORDINANCE NO. 66	2008
LOCAL ORDINANCE NO. 67	2008
LOCAL ORDINANCE NO. 68	2008
LOCAL ORDINANCE NO. 69	2008
LOCAL ORDINANCE NO. 70	2008
LOCAL ORDINANCE NO. 71	2008
LOCAL ORDINANCE NO. 72	2008
LOCAL ORDINANCE NO. 73	2008
LOCAL ORDINANCE NO. 74	2008
LOCAL ORDINANCE NO. 75	2008
LOCAL ORDINANCE NO. 76	2008
LOCAL ORDINANCE NO. 77	2008
LOCAL ORDINANCE NO. 78	2008
LOCAL ORDINANCE NO. 79	2008
LOCAL ORDINANCE NO. 80	2008
LOCAL ORDINANCE NO. 81	2008
LOCAL ORDINANCE NO. 82	2008
LOCAL ORDINANCE NO. 83	2008
LOCAL ORDINANCE NO. 84	2008
LOCAL ORDINANCE NO. 85	2008
LOCAL ORDINANCE NO. 86	2008
LOCAL ORDINANCE NO. 87	2008
LOCAL ORDINANCE NO. 88	2008
LOCAL ORDINANCE NO. 89	2008
LOCAL ORDINANCE NO. 90	2008
LOCAL ORDINANCE NO. 91	2008
LOCAL ORDINANCE NO. 92	2008
LOCAL ORDINANCE NO. 93	2008
LOCAL ORDINANCE NO. 94	2008
LOCAL ORDINANCE NO. 95	2008
LOCAL ORDINANCE NO. 96	2008
LOCAL ORDINANCE NO. 97	2008
LOCAL ORDINANCE NO. 98	2008
LOCAL ORDINANCE NO. 99	2008
LOCAL ORDINANCE NO. 100	2008

**Timberland**  
Engineering & Architecture

CITY OF GARBERVILLE  
DOWNTOWN DEVELOPMENT AUTHORITY  
PROPOSED DEVELOPMENT AREA BOUNDARY

DATE: 10/15/2008  
DRAWN BY: J. [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN



**APPLICATION FORM  
GLADSTONE CITY BOARDS AND COMMITTEES**

Please use this form to express your interest in serving on a particular board/committee or commission. You may attach additional material if you wish. For information on vacancies and board/committee bylaws, please visit [www.gladstonemi.org](http://www.gladstonemi.org), call 906-428-2311 or e-mail [kberry@gladstonemi.org](mailto:kberry@gladstonemi.org). Please note that applications are kept on file for six months. The Gladstone City Commission makes appointments to City Boards at their regular meetings as vacancies occur. Completed applications are public documents and are subject to the Michigan Freedom of Information Act.

**Eligibility Requirements:**

Are you a registered voter in the City of Gladstone?*	Yes	No	<input checked="" type="checkbox"/>
Have you been a City resident for at least 12 months?	Yes	No	<input checked="" type="checkbox"/>
Are you currently in default to the City of Gladstone?	Yes	No	<input checked="" type="checkbox"/>
Are you related to any elected City Commissioner (including by marriage)?	Yes	No	<input checked="" type="checkbox"/>

\*According to the City Charter, each member appointed by the City Commission shall be a qualified and registered elector of the city on such day and throughout the member's tenure of office.

Name of City Board or Committee: If applying for more than one board/committee, please list order of preference:

- 1) Downtown Development Authority (DDA)
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

Applicant Name as it Appears on License: Nathan Paul Neumeier

Driver's License Number: \_\_\_\_\_

Home Address: 7427 County 426 M.5 Road Phone: 906-280-0627

Occupation: Roofer Business: Independent Roofing & Siding Co

Business Address: 700 Stephenson Avenue, Escanaba, MI 49829 Phone: 906-786-5242

E-Mail Address: Nate.IndyRoof@gmail.com

Are you currently serving or have you served on any City board or committee? If so, please list and give approximate dates.

No

(over)

Education/Credentials: Gladstone Schools K-12, Bay 1 year

Professional activities that relate to this board/committee: Treasure Gladstone Area Schools Board, Vice Chair Escanaba Township

Community activities that relate to this board/committee: Gladstone Little league

Why are you interested in serving on this board/committee? Feel I can provide a verity of experience and try to better our community.

What talents or experience would you bring to the board/committee? A vast knowldge of construction and life experience of working all over the United States.

Any other comments or information you wish to provide to the Mayor and City Commissioners?

Are you involved in any personal, professional or business pursuit that would affect your ability to make fair and impartial recommendations as a member of a City advisory board or committee? Yes  No

**Appointed members are expected to attend all meetings of the board/committee. A member who misses more than 3 consecutive meetings or 1/3 of all meetings will tender their resignation to the board/committee chair.** Are you aware of the meeting schedule and are you available to attend regularly scheduled meetings? Yes  No

*[Handwritten Signature]*  
Signature

2/22/2023  
Date

I certify that there are no misrepresentations, omissions or falsifications on this application and by signing this application I give consent to the City to conduct a background check to verify the information I have provided.

Please return this form with any attachments to:  
kberry@gladstonemi.org; fax to: 906-428-3122; or mail to: City Clerk's Office, Gladstone City Hall, Gladstone, MI 49837.  
**Thank you for your interest in serving as a volunteer board or committee member. Your willingness to serve is greatly appreciated.**





# City of Gladstone, MI

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

## Staff Report

---

**Agenda Date:** May 22, 2023      **Eric Buckman, City Manager:** \_\_\_\_\_  
**Department:** DDA      **Department Head Name:** \_\_\_\_\_  
**Presenter:** Patricia West      **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:**

DDA Board Reappointment

**BACKGROUND:**

According to the City of Gladstone’s DDA By-Laws, each member’s term lasts four years. Kyle Closs’ term expiration is May 2023 and he is seeking reappointment to the DDA Board.

**FISCAL EFFECT:**

None

**SUPPORTING DOCUMENTATION:**

None

**RECOMMENDATION:**

Motion to reappoint Kyle Closs for reappointment to the Downtown Development Authority, with a new term expiration of May 2027.

GLADSTONE



City of Gladstone, MI

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

MEETING TYPE  
STAFF REPORT

<b>Agenda Date:</b> May 22, 2023	<b>Eric Buckman, City Manager:</b>
<b>Department:</b> All Funds	<b>Department Head Name:</b> Vicki Schroeder
<b>Presenter:</b> Eric Buckman	<b>Kim Berry, City Clerk:</b>

**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:**

Protecting MI Pension Grant Resolution

**BACKGROUND:**

It was already approved at a previous meeting to give City Manager Eric Buckman authority to apply and sign for the MI Pension Grant. Since then, Treasury has come out with a resolution which is one of the requirements for the grant.

**FISCAL EFFECT:**

**SUPPORTING DOCUMENTATION:**

Resolution

**RECOMMENDATION:**

Approve resolution to allow City Manager Eric Buckman to sign the necessary documents for the Protecting MI Pension Grant

**City of Gladstone  
County of Delta  
Resolution No. 2023-07**

**RESOLUTION AUTHORIZING A CLAIM FOR THE PROTECTING MI PENSION GRANT**

WHEREAS, Public Act 166 of 2022, Section 979a(1) appropriated funds to the Michigan Department of Treasury (Treasury) for Protecting MI Pension: Michigan Local Pension Grant Program (Protecting MI Pension) for qualified units that operate a qualified retirement system, and

WHEREAS, a “qualified unit” means a city, county, township, village or road commission that operates a qualified retirement system as defined in Public Act 166 of 2022, section 979a(7)c, and

WHEREAS, a “qualified retirement system”, as defined in Public Act 166 of 2022, section 979a(7)(b), means a retirement pension benefit within a retirement system, as defined in section 3 of the protecting local government retirement and benefits act, Public Act 202 of 2017, MCL 38.2803, of a qualified unit, with a funded ratio below 60 percent based on the last report filed as required by section 5 of the protecting local government retirement and benefits act, Public Act 202 of 2017, MCL 38.28035, as of December 31, 2021, and

WHEREAS, qualified units with a qualified retirement system are eligible to submit a claim for a grant award for an amount to increase the funding of the qualified retirement system liabilities to 60 percent funded or to a cap of \$170,000,000, whichever amount is less, and

WHEREAS, qualified units with qualified retirement systems shall comply with “grant award requirements”, and

WHEREAS, “grant award requirements” are defined in Section 979a (2)(a)-(f) of Public Act 166 of 2022, and further detailed as part of the Protecting MI Pension grant application (Treasury Forms 5886 and 5887), and

WHEREAS, Treasury requires each qualified unit’s governing body to adopt a resolution authorizing the Chief Administrative Officer to file a claim for an award for the Protecting MI Pension Grant Program, and

WHEREAS, City of Gladstone acknowledges that it: (i) is a “qualified unit”; (ii) operates a “qualified retirement system”; (iii) agrees to comply with “grant award requirements”; (iv) authorizes the Chief Administrative Officer to file a claim for a grant award on behalf of the local government;

And thus, is eligible to participate in a Protecting MI Pension Grant Program;

NOW, THEREFORE, BE IT RESOLVED THAT the City of Gladstone Commission hereby authorize participation in the Protecting MI Pension grant program (and on behalf of the City of Gladstone) authorizes Eric Buckman, City Manager to provide this resolution indicating

its approval to Treasury, and to submit and execute documents requested by Treasury relating to the Protecting MI Pension grant program requirements.

YEAS:

NAYS:

RESOLUTION DECLARED ADOPTED.

I hereby certify that the foregoing is true and complete copy of the resolution adopted by the City Commission of the City of Gladstone, County of Delta, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being 1976 Public Act 267, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

---

Kimberly Berry City of Gladstone, Clerk  
County of Delta

GLADSTONE



# City of Gladstone, MI

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

## Staff Report

Agenda Date: May 22, 2023

Eric Buckman, City Manager: EB

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 #10.

**BACKGROUND:** According to the procedures required by Michigan Finance Authority State Revolving Loan Fund documents, requests for reimbursement of funds requires Commission approval before sending to the State. Draw #10 includes C2AE invoice # 74744 totaling \$23,470.93 and Staab Construction payment #11 totaling \$922,483.80.

**FISCAL EFFECT:** \$945,955.00

**SUPPORTING DOCUMENTATION:** Request for Disbursement of Funds Draw #10 packet.

**RECOMMENDATION:** Approve Request for Disbursement of Funds Draw #10 totaling \$945,955.00.

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 # <b>5727-01</b>	B. Request # <b>10</b>	C. Period Covered by Request 3/23/2023 to 04/27/2023 (M/D/Y) (M/D/Y)	D. Request Type <input checked="" type="checkbox"/> partial <input type="checkbox"/> final	E. Recipient's EIN <b>38-6004686</b>	F. Loan Amount <b>\$21,305,000</b>
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					
<b>I. Budget Items (round amounts to the nearest dollar)</b>				<b>Approved Amount Incurred this Period</b>	<b>Approved Amount Incurred to Date</b>
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				\$23,471.00	\$467,235.00
14. CONSTRUCTION COSTS (bid contracts)				\$922,484.00	\$5,434,450.00
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				\$945,955.00	
20. TOTAL CUMULATIVE AMOUNT INCURRED TO DATE					\$7,398,667.00
21. AMOUNT PREVIOUSLY DISBURSED					\$6,452,933.00
22. AMOUNT REQUESTED FOR DISBURSEMENT					\$945,954.00
<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;"><b>EMAIL THIS COMPLETED REQUEST TO YOUR EGLE PROJECT MANAGER              OR MAIL TO THE ADDRESS SHOWN ON THE NEXT PAGE</b></p>					

**FOR EGLE USE ONLY:**

Approved by EGLE Project Manager: \_\_\_\_\_ Date: \_\_\_\_\_

(EQP 3522 REV 3-31-22)



**Please Remit Payment To:**  
**106 West Allegan Street Suite 500**  
**Lansing, MI 48933**  
**1-866-454-3923**

April 30, 2023  
 Project No: 21-0210  
 Invoice No: 74744

Eric Buckman  
 City of Gladstone  
 1100 Delta Avenue  
 Gladstone, MI 49837-0032

Project 21-0210 Gladstone 2021 WWTP Improvements

**Professional Services for the period ending April 16, 2023**

Phase 02 General Engineering

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
0023 Basis of Design	357,000.00	100.00	357,000.00	357,000.00	0.00
0030 Preliminary Engineering	715,000.00	100.00	715,000.00	715,000.00	0.00
0031 Final Engineering	171,000.00	100.00	171,000.00	171,000.00	0.00
0032 Bidding and Negotiating	35,000.00	100.00	35,000.00	35,000.00	0.00
0040 General Engineering	323,000.00	87.00	281,010.00	271,320.00	9,690.00
0060 Post Construction Engineering	17,000.00	0.00	0.00	0.00	0.00
<b>Total Fee</b>	<b>1,618,000.00</b>		<b>1,559,010.00</b>	<b>1,549,320.00</b>	<b>9,690.00</b>
<b>Total Fee</b>					<b>9,690.00</b>
<b>Total this Phase</b>					<b>\$9,690.00</b>

Phase 04 Additional Engineering

**Fee**

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
0052 Part I and Part II	20,000.00	100.00	20,000.00	20,000.00	0.00
Construction Survey	9,000.00	3.1167	280.50	280.50	0.00
0061 Construction Compaction Testing	13,000.00	21.5931	2,807.10	2,807.10	0.00
0070 Soil Bores	16,500.00	70.6667	11,660.00	11,660.00	0.00
<b>Total Fee</b>	<b>58,500.00</b>		<b>34,747.60</b>	<b>34,747.60</b>	<b>0.00</b>
<b>Total Fee</b>					<b>0.00</b>
<b>Total this Phase</b>					<b>0.00</b>

Phase 06 Resident Project Representative

Invoices are due upon receipt.

---

Project      21-0210                      Gladstone 2021 WWTP Improvements                      Invoice      74744

Haapapuro, Jacob	3/26/2023	28.50
Haapapuro, Jacob	4/2/2023	30.00
Haapapuro, Jacob	4/9/2023	21.50
Haapapuro, Jacob	4/16/2023	35.00
		115.00

<b>Total Labor</b>		<b>13,780.93</b>
<b>Line 13 Construction Engineering</b>	<b>Total this Phase</b>	<b>\$13,780.93</b>
	<b>Total this Invoice</b>	<b><u>\$23,470.93</u></b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
74617	3/31/2023	37,629.20
<b>Total</b>		<b>37,629.20</b>



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

**Contractor's Application for Payment No. 11**

Application Period: <b>03/23/23 to 4/27/2023</b>		Application Date: <b>04/27/23</b>
To (Owner): <b>CITY OF GLADSTONE</b>	From (Contractor): <b>Staab Construction Corporation</b>	Via (Engineer): <b>C2AE</b>
Project: <b>4632- GLADSTONE, MI WWTF</b>	Contract:	
Owner's Contract No:	Contractor's Project No: <b>4632-</b>	Engineer's Project No: <b>ENG PROJ NO. 21-0120</b>

**Application for Payment  
Change Order Summary**

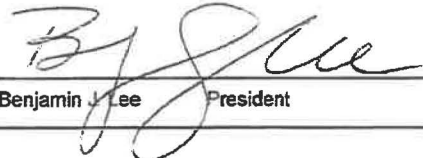
Change Orders approved in Previous months by Owner	\$190,269.00	-\$68,722.00
Number	Additions	Deductions
2	0.00	0.00
4	0.00	-47,909.00
TOTALS	\$190,269.00	-\$116,631.00
Net Change by Change Orders		\$73,638.00

<b>1. ORIGINAL CONTRACT PRICE</b> .....	\$17,743,000.00
<b>2. Net Change By Change Orders</b> .....	\$73,638.00
<b>3. Current Contract Price (Line 1+2)</b> .....	\$17,816,638.00
<b>4. TOTAL COMPLETED AND STORED TO DATE</b> (Column G on Progress Estimate) .....	\$6,038,278.00
<b>5. RETAINAGE:</b>	
10.00% of Completed Work	
c. Total Retainage (Line 5a = 5b) .....	\$603,827.80
<b>6. AMOUNT ELEGIBLE TO DATE (Line 4 - Line 5c) . . . .</b>	\$5,434,450.20
<b>7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) . . . . .</b>	\$4,511,966.40
<b>8. AMOUNT DUE THIS APPLICATION. ....</b>	\$922,483.80
<b>9. BALANCE TO FINISH, PLUS RETAINAGE</b> .....	
(Column H on Progress Estimate + Line 5 above) .....	\$12,382,187.80

**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:  Date: 5-11-23  
 Benjamin J. Lee President

Payment of: \$ 922,483.80  
 Line 8 or other - attach explanation of other amount)

is recommended by:  5-11-23  
 (Engineer) (Date)

Payment of: \$ 922,483.80  
 Line 8 or other - attach explanation of other amount)

is approved by: \_\_\_\_\_ (Date)  
 (Owner)

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

# CONTINUATION SHEET

Item 15.

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.

Application No. : 11  
 Application Date : 4/27/2023  
 To: 4/27/2023  
 Architect's Project No.: ENG PROJ NO. 21-0120

Invoice #: 11 Contract: 4632- GLADSTONE, MI WWTF

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date  (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
010010-00	PM/Supervision	420,000.00	198,000.00	18,000.00	0.00	216,000.00	51.43%	204,000.00	
012200-00	Bonds & Insurance	205,000.00	205,000.00	0.00	0.00	205,000.00	100.00%	0.00	
013100-00	Misc Job Expenses	420,000.00	180,000.00	20,000.00	0.00	200,000.00	47.62%	220,000.00	
015000-00	Temporary Facilities	130,000.00	54,000.00	6,000.00	0.00	60,000.00	46.15%	70,000.00	
016000-00	Yard & Equipment	545,000.00	240,000.00	20,000.00	0.00	260,000.00	47.71%	285,000.00	
024100-00	Demolition	145,000.00	20,000.00	0.00	0.00	20,000.00	13.79%	125,000.00	
024135-00	Equipment Demo	55,000.00	30,000.00	0.00	0.00	30,000.00	54.55%	25,000.00	
030000-00	Sitework Concrete	130,000.00	5,000.00	0.00	0.00	5,000.00	3.85%	125,000.00	
030000-10	Service Concrete	140,000.00	0.00	0.00	0.00	0.00	0.00%	140,000.00	
030000-20	Administration Concrete	255,000.00	253,000.00	0.00	0.00	253,000.00	99.22%	2,000.00	
030000-30	Primary Settling Tank Concrete	510,000.00	510,000.00	0.00	0.00	510,000.00	100.00%	0.00	
030000-40	MBBR Concrete	495,000.00	400,000.00	50,000.00	0.00	450,000.00	90.91%	45,000.00	
030000-50	Final Settling Tank No 1 & 2 Concr	63,000.00	0.00	0.00	0.00	0.00	0.00%	63,000.00	
030000-54	Final Settling Tank No 3 Concrete	305,000.00	0.00	0.00	0.00	0.00	0.00%	305,000.00	
030000-56	Splitter Box Concrete	55,000.00	0.00	0.00	0.00	0.00	0.00%	55,000.00	
030000-60	Chlorine Contact Concrete	50,000.00	0.00	0.00	0.00	0.00	0.00%	50,000.00	
030000-70	Primary Digester Concrete	3,000.00	0.00	0.00	0.00	0.00	0.00%	3,000.00	
034000-00	Precast Concrete	46,000.00	46,000.00	0.00	0.00	46,000.00	100.00%	0.00	
036200-00	Concrete Repairs	26,000.00	0.00	0.00	0.00	0.00	0.00%	26,000.00	
042000-00	Masonry	393,000.00	170,000.00	0.00	0.00	170,000.00	43.26%	223,000.00	
055000-00	Metal Fabrications	320,000.00	0.00	2,908.00	36,642.00	39,550.00	12.36%	280,450.00	
066000-00	FRP Fabrications	110,000.00	0.00	110,000.00	0.00	110,000.00	100.00%	0.00	
068160-00	FRP Weirs & Baffles	114,000.00	0.00	0.00	3,534.00	3,534.00	3.10%	110,466.00	
072113-00	Foundation Insulation	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00%	0.00	
074213-00	Insulated Wall Panels	100,000.00	0.00	0.00	0.00	0.00	0.00%	100,000.00	
075300-00	Single Ply Roof	300,000.00	99,000.00	0.00	75,000.00	174,000.00	58.00%	126,000.00	
081000-00	Metal & FRP Doors	180,000.00	9,000.00	45,000.00	0.00	54,000.00	30.00%	126,000.00	
084000-00	Alum Doors & Windows	32,000.00	3,000.00	29,000.00	0.00	32,000.00	100.00%	0.00	
092116-00	Metal Stud & Drywall	38,000.00	10,000.00	8,000.00	0.00	18,000.00	47.37%	20,000.00	
093000-00	Ceramic Tile	9,000.00	0.00	0.00	0.00	0.00	0.00%	9,000.00	

# 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.

Application No. : 11  
 Application Date : 4/27/2023  
 To: 4/27/2023  
 Architect's Project No.: ENG PROJ NO. 21-0120

Invoice # : 11 Contract : 4632- GLADSTONE, MI WWTF

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
095100-00	Ceiling Tile	10,000.00	0.00	0.00	0.00	0.00	0.00%	10,000.00	
096500-00	Resilient Flooring	26,000.00	0.00	0.00	11,759.00	11,759.00	45.23%	14,241.00	
099100-00	Painting	480,000.00	0.00	0.00	0.00	0.00	0.00%	480,000.00	
101000-00	Misc Specialties	15,000.00	0.00	0.00	0.00	0.00	0.00%	15,000.00	
107313-00	Metal Awnings	2,000.00	0.00	0.00	0.00	0.00	0.00%	2,000.00	
123000-00	Casework & Cabinets	95,000.00	0.00	0.00	0.00	0.00	0.00%	95,000.00	
124000-00	Furnishings ALLOWANCE	40,000.00	0.00	0.00	0.00	0.00	0.00%	40,000.00	
133400-00	Primary Tank Cover	245,000.00	0.00	0.00	0.00	0.00	0.00%	245,000.00	
220500-00	Plumbing	405,000.00	98,719.00	0.00	55,281.00	154,000.00	38.02%	251,000.00	
230500-00	HVAC	1,400,000.00	148,000.00	0.00	0.00	148,000.00	10.57%	1,252,000.00	
260500-00	Electrical Construction	2,300,000.00	420,000.00	85,000.00	0.00	505,000.00	21.96%	1,795,000.00	
260500-01	Electrical ALLOWANCE	17,000.00	0.00	0.00	0.00	0.00	0.00%	17,000.00	
312000-00	Earthwork	590,000.00	282,000.00	40,000.00	0.00	322,000.00	54.58%	268,000.00	
312343-00	Dewatering	320,000.00	230,000.00	20,000.00	0.00	250,000.00	78.13%	70,000.00	
314116-00	Permanent Sheeting	60,000.00	0.00	0.00	13,543.00	13,543.00	22.57%	46,457.00	
321216-00	Asphalt Paving	64,000.00	0.00	0.00	0.00	0.00	0.00%	64,000.00	
323100-00	Fencing	75,000.00	12,000.00	0.00	0.00	12,000.00	16.00%	63,000.00	
329219-00	Site Restoration	17,000.00	0.00	0.00	0.00	0.00	0.00%	17,000.00	
333000-01	Underground Piping Materials	360,000.00	0.00	0.00	205,848.00	205,848.00	57.18%	154,152.00	
333000-02	Underground Piping Install	570,000.00	92,000.00	20,000.00	0.00	112,000.00	19.65%	458,000.00	
400519-01	Interior Piping Materials	1,100,000.00	0.00	0.00	430,581.00	430,581.00	39.14%	669,419.00	
400519-02	Interior Piping Install	390,000.00	20,000.00	10,000.00	0.00	30,000.00	7.69%	360,000.00	
400557-00	Stop & Slide Gates	240,000.00	0.00	0.00	0.00	0.00	0.00%	240,000.00	
400562-00	Valve Material	650,000.00	0.00	0.00	306,845.00	306,845.00	47.21%	343,155.00	
412214-00	Trolley & Hoist	49,000.00	0.00	0.00	16,956.00	16,956.00	34.60%	32,044.00	
431133-00	Rotary Screw Blower	4,000.00	0.00	0.00	0.00	0.00	0.00%	4,000.00	
432313-00	Centrifugal Slurry Pumps	78,000.00	0.00	0.00	0.00	0.00	0.00%	78,000.00	
432331-00	Drypit Summersible Pumps	370,000.00	0.00	0.00	242,054.00	242,054.00	65.42%	127,946.00	
432331-01	Vertical Non Clog Sewage Pumps	62,000.00	0.00	0.00	0.00	0.00	0.00%	62,000.00	
462133-00	Rotary Drum Screen	145,000.00	0.00	0.00	0.00	0.00	0.00%	145,000.00	

# 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.

Application No. : 11  
 Application Date : 4/27/2023  
 To: 4/27/2023  
 Architect's Project No.: ENG PROJ NO. 21-0120

Invoice #: 11 Contract: 4632-GLADSTONE, MI WWTF

A Item No.	B Description of Work	C Scheduled Value	D E Work Completed		F Materials Presently Stored  (Not in D or E)	G Total Completed and Stored To Date (D+E+F)	H % (G / C)	I Balance To Finish (C-G)	Retainage
			From Previous Application (D+E)	This Period In Place					
462324-00	Vortex Grit Removal and Classifier	380,000.00	0.00	0.00	0.00	0.00	0.00%	380,000.00	
464350-00	Chain and Flight Sludge Collector	355,000.00	0.00	0.00	0.00	0.00	0.00%	355,000.00	
465326-00	MBBR Equipment	610,000.00	0.00	0.00	0.00	0.00	0.00%	610,000.00	
467318-00	Digester Floating Cover	280,000.00	0.00	0.00	162,825.00	162,825.00	58.15%	117,175.00	
467330-00	Mechanical Sludge Mixing Equip	80,000.00	0.00	0.00	79,510.00	79,510.00	99.39%	490.00	
467333-00	Digester Gas Handling	130,000.00	0.00	0.00	98,262.00	98,262.00	75.59%	31,738.00	
467341-00	Spiral Heat Exchanger	80,000.00	0.00	0.00	74,011.00	74,011.00	92.51%	5,989.00	
468000-00	Samplers	48,000.00	0.00	0.00	0.00	0.00	0.00%	48,000.00	
C.O. # 01	Change Order #1	-68,722.00	0.00	0.00	0.00	0.00	0.00%	-68,722.00	
C.O. # 02	Change Order #2	69,561.00	0.00	0.00	0.00	0.00	0.00%	69,561.00	
C.O. # 03	Change Order #3	120,708.00	0.00	0.00	0.00	0.00	0.00%	120,708.00	
C.O. # 04	Change Order #4	-47,909.00	0.00	0.00	0.00	0.00	0.00%	-47,909.00	
<b>Grand Totals</b>		<b>17,816,638.00</b>	<b>3,741,719.00</b>	<b>483,908.00</b>	<b>1,812,651.00</b>	<b>6,038,278.00</b>	<b>33.89%</b>	<b>11,778,360.00</b>	<b>603,827.80</b>

GLADSTONE



**City of Gladstone, MI**

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

**MEETING TYPE  
STAFF REPORT**

**Agenda Date:** May 22, 2023

**Eric Buckman, City  
Manager:**

**Department:** City Manager

**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:**

Funding Options Committee (FOC)

**BACKGROUND:**

City representatives spoke with Miller Canfield regarding options for the City to seek additional funding sources for the general fund. Steve Mann reviewed our charter and millage rates and discussed what other communities are doing. He provided the city with a summary of options available to us and encouraged us to consider these options for our community. We would like to form a committee (FOC) to review and discuss the various funding options that may benefit the City. The FOC would serve in an advisory capacity only, any decisions made to pursue funding would come through the City Commission and would require the support of the Commission.

**FISCAL EFFECT:**

**SUPPORTING DOCUMENTATION:**

Summary of funding options from Miller Canfield.

**RECOMMENDATION:**

Appoint two Commissioners to the FOC to work with staff to review funding options available for the City.

**CITY OF GLADSTONE  
SUMMARY OF FUNDING OPTIONS**

<u>Authority</u>	<u>Uses</u>	<u>Maximum Millage Rate</u>	<u>Voter approval required?</u>	<u>Subject to rollback?</u>
City Charter	General operating	15.00 mills / 13.6567 mills	Approved	Yes
Headlee Restoration	Restores millage to prior City Charter maximum rate	15.00 mills	Yes	Yes
Garbage millage Act 298 of 1917	Collection and disposal of garbage	3.00 mills	No	Yes
Fire and Police Retirement Act 345 of 1937	Fund pensions for police officers and fire fighters	Amount necessary to fund pension	Yes	No
Library millage Act 164 of 1877	Library operating	1 mill Additional 1 mill	No Yes	Yes Yes
Advertising millage Act 359 of 1925	Advertising and marketing city information	1 mill, not to exceed \$50,000/yr	No	Yes
Activities or Services for Older Persons Act 39 of 1976	Social, legal, housing, education, emotional, nutritional, recreational or mobility for those 60 years or older	1 mill	Yes	Yes
Police and Fire Protection, Act 33 of 1951	Police and/or Fire operations, equipment and housing	<u>Special assessment</u> levied city-wide	No, unless petitioned	No
Voter approved bonds	Determined by authorizing statute and ballot language	Amount necessary to retire debt	Yes	No

GLADSTONE



**City of Gladstone, MI**

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

**MEETING TYPE  
STAFF REPORT**

**Agenda Date:** March 22, 2023

**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:**

Saunders Point Brewing Company

**BACKGROUND:**

Jake Mills, Owner/Operator of Saunders Point Brewing Company was recently approved for a brewery at 1000 Delta Avenue (Rialto Center). As part of the brewery's activities, they will serve craft beers, wines and root beer produced on site. They will have approximately 7 part-time employees. In order to offer these services, they need to secure a permit through liquor control, which requires local governmental approval for an on-premises tasting room.

**FISCAL EFFECT:**

**SUPPORTING DOCUMENTATION:** Resolution 2023-08

**RECOMMENDATION:** Approve/deny resolution to allow on-premises tasting room permit for Saunders Point Brewing Company at 1000 Delta Avenue.



**Local Government Approval For On-Premises Tasting Room Permit**  
(Authorized by MCL 436.1536)

**Instructions for Applicants:**

- You must obtain a recommendation from the local legislative body for a new On-Premises Tasting Room Permit application.

**Instructions for Local Legislative Body:** City of Gladstone Resolution No. 2023-08

- Complete this resolution or provide a resolution, along with certification from the clerk or adopted minutes from the meeting at which this request was considered.

At a regular meeting of the City of Gladstone council/board  
(regular or special) (township, city, village)  
called to order by Mayor Joe Thompson on 05-22-2023 at 6:00 PM  
(date) (time)

the following resolution was offered:

Moved by \_\_\_\_\_ and supported by \_\_\_\_\_

that the application from Saunders Point Brewing, LLC  
(name of applicant - if a corporation or limited liability company, please state the company name)

for a **NEW ON-PREMISES TASTING ROOM PERMIT**

to be located at: 1000 Delta Avenue, Gladstone, MI 49837

It is the consensus of this body that it \_\_\_\_\_ this application be considered for  
(recommends/does not recommend)  
approval by the Michigan Liquor Control Commission.

If disapproved, the reasons for disapproval are \_\_\_\_\_

**Vote**

Yeas: \_\_\_\_\_  
Nays: \_\_\_\_\_  
Absent: \_\_\_\_\_

I hereby certify that the foregoing is true and is a complete copy of the resolution offered and adopted by the City of Gladstone  
council/board at a regular meeting held on 05-22-2023  
(regular or special) (date) (township, city, village)

Kimberly Berry

Print Name of Clerk

Signature of Clerk

05-22-2023

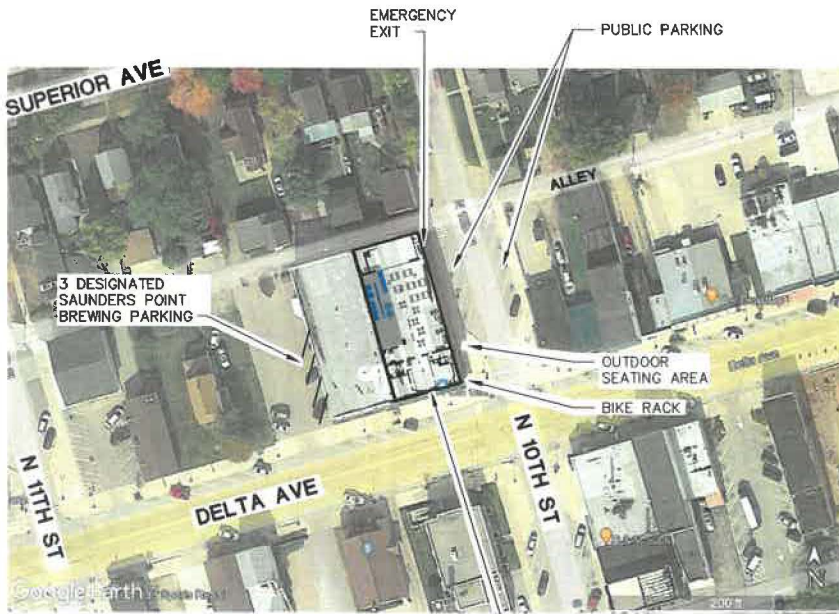
Date

Under Article IV, Section 40, of the Constitution of Michigan (1963), the Commission shall exercise complete control of the alcoholic beverage traffic within this state, including the retail sales thereof, subject to statutory limitations. Further, the Commission shall have the sole right, power, and duty to control the alcoholic beverage traffic and traffic in other alcoholic liquor within this state, including the licensure of businesses and individuals.

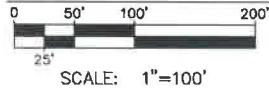
Please return this completed form along with any corresponding documents to:  
Michigan Liquor Control Commission  
Mailing address: P.O. Box 30005, Lansing, MI 48909  
Hand deliveries: Constitution Hall - 525 W. Allegan Street, Lansing, MI 48933  
Overnight deliveries: 2407 N. Grand River Avenue, Lansing, MI 48906  
Fax to: 517-763-0059



**SAUNDERS POINT BREWING LLC**  
 FORMERLY "OLD GLORY FIREARMS"  
 PROPERTY OWNER - TLAPA MANAGEMENT  
 NEW BUSINESS OWNER - JAKE MILLS - (LEASEE)  
 (BUILDING REMODEL and REUSE)  
 305 NORTH 8TH STREET  
 GLADSTONE, MICHIGAN



**SITE LOCATION MAP**



WORK DESIGNED PER MICHIGAN 2012 BUILDING CODE DESIGN CRITERIA:			
USE GROUP	CONSTRUCTION TYPE	AREA USE	SQUARE FOOTAGE
A-2	TYPE 2B NON SPRINKLERED	ASSEMBLY CRAFT BREWERY/BAR	4,635 SQ. FT.
			OFFICE 200 SQ FT LESS THAN 10% - INCIDENTAL
6,992 TOTAL SQ. FT.			
OCCUPANCY PER TABLE 1004.1.2	ASSEMBLY UNCONCENTRATED TABLES/CHAIRS TOTAL OF 93 POSSIBLE SEATS AVAILABLE OFFICE = 100 SQ FT PER OCCUPANT 200 SQ FT/100 = 2 BREW AREA = 2 EMPLOYEES TOTAL COMBINED OCCUPANCY = 97 SIGNAGE POSTING MAXIMUM OF 100 OCCUPANTS AT ENTRY		
SPRIKLER SYSTEM	A-2 LESS THAT 5,000 SQ FT LESS AND THAN 100 PERSONS AUTOMATIC SPRIKLER NOT REQUIRED (903.2.10)		
EXIT TRAVEL DISTANCE TABLE 1016.1	WITH OUT SPRINKLER 200' - ACTUAL MAX. DISTANCE 80'		

PARKING PER CITY OF GLADSTONE REQUIREMENTS:	
CITY PARKING REQUIREMENTS	1.2 PER 100 SQ FT. 32 PARKING SPACES REQUIRED. 3 PRIVATE PROPERTY DESIGNATED PARKING SPACES PROVIDED PUBLIC PARKING ANTICIPATED TO BE OFF BUSINESS HOURS
BICYCLE PARKING	2 PER 16 SEATS. 8 STALL BICYCLE RACK REQUIRED.

**ZONING**  
 ZONED DISTRICT "B"  
 CHANGE OF USE REQUIRED: WAS GROUP M - MERCHANTILE (RETAIL SALES)  
 CHANGE TO GROUP A-2 ASSEMBLY (CRAFT BREWERY / TAVERN)

SITE: NO CHANGE  
 OUTSIDE SEATING: FUTURE  
 BUILDING AREA SHOWN = NO CHANGE IN FOOTPRINT  
 PARKING: 3 PRIVATE STALLS PLUS PUBLIC PARKING  
 FENCING: OUTSIDE SEATING AREA FUTURE/SEASONAL (FENCING TO BE APPLIED FOR)

MICHIGAN CODES CURRENTLY ENFORCED  
 MICHIGAN 2015 BUILDING CODE - COMMERCIAL  
 2014 MICHIGAN PART 8, ELECTRICAL CODE - effective 6-18-15  
 2012 MICHIGAN MECHANICAL CODE - COMMERCIAL  
 2012 MICHIGAN PLUMBING CODE - COMMERCIAL  
 2012 MICHIGAN UNIFORM ENERGY CODE  
 2007 ANSI/ASHRAE/IESNA Standard 90.1

INDEX TO DRAWINGS		
SHEET	DWG	DESCRIPTION
1	G-1	COVER SHEET
2	C-1	PROPOSED FLOOR PLAN

**CITY OF GLADSTONE  
 ZONING - REVIEW  
 MAY 11, 2023**

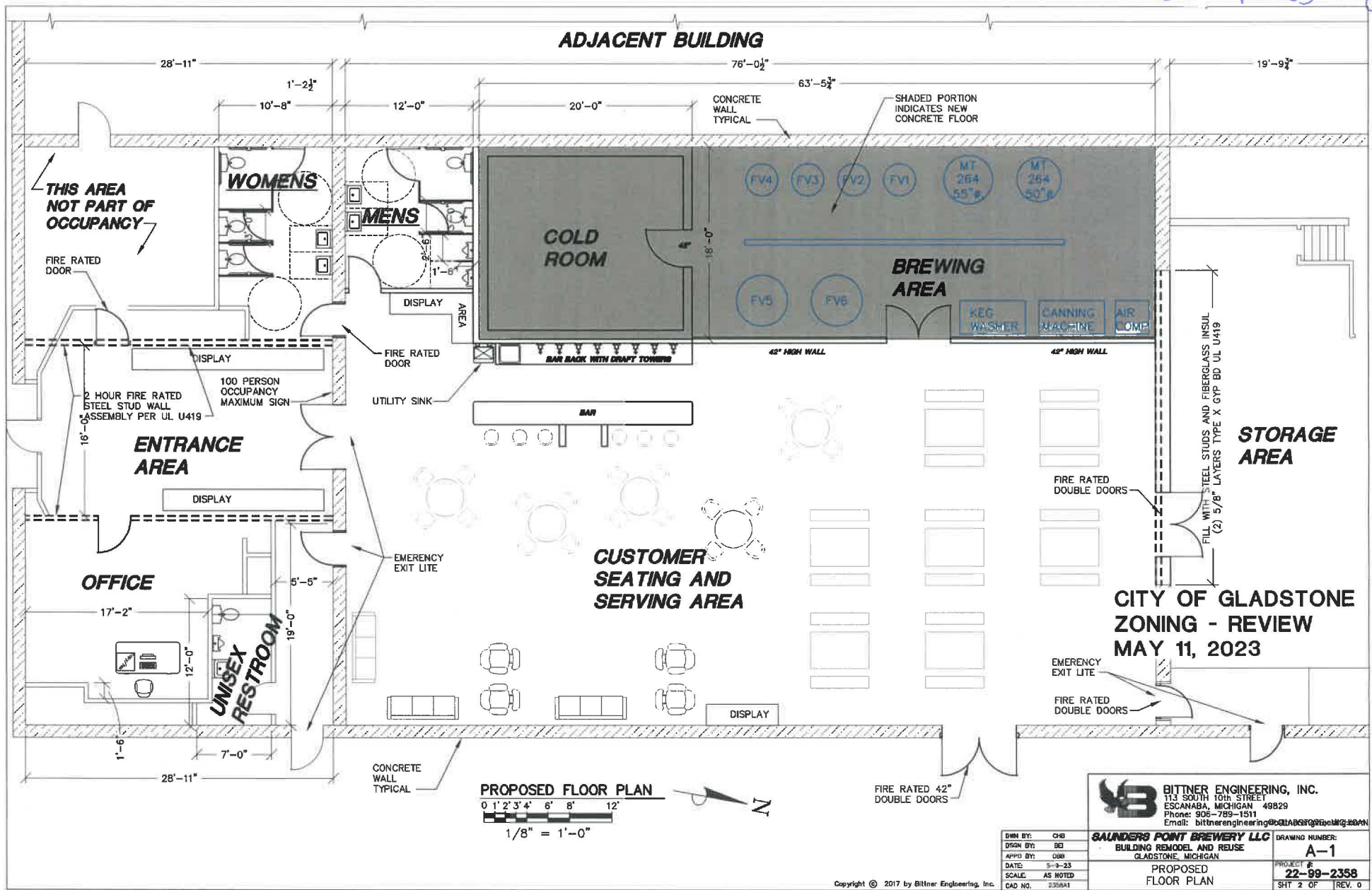
**BITTNER ENGINEERING, INC.**  
 113 SOUTH 10th STREET  
 ESCAMABA, MICHIGAN 49829  
 Phone: 906-789-1511  
 Email: bittnerengineering@bittnerengineering.com

<b>SAUNDERS POINT BREWING LLC</b>	DRAWING NUMBER: <b>G-1</b>
BUILDING REMODEL AND REUSE GLADSTONE, MICHIGAN	PROJECT #: <b>22-89-2358</b>
COVER SHEET	SHT 1 OF 6 REV. 0

DWN BY:	CHB
CSGN BY:	BEI
APPR BY:	COB
DATE:	3-11-23
SCALE:	AS NOTED
CAD NO.:	230601

Seating area  
 76' x 35 = 2660 SF  
 31 spaces Required

Item 17.



31 Spots on 10th + Delta - Existing Block

GLADSTONE



**City of Gladstone, MI**

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

**MEETING TYPE  
STAFF REPORT**

<b>Agenda Date:</b> 05-22-2023	<b>Eric Buckman, City Manager:</b>
<b>Department:</b> Parks	<b>Department Head Name:</b> Jason Davis
<b>Presenter:</b> Jason Davis	<b>Kim Berry, City Clerk:</b>

**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:**

Ski Hill Subcommittee

**BACKGROUND:**

The city is working on forming a subcommittee to discuss options regarding the ski hill building

**FISCAL EFFECT:** n/a

**SUPPORTING DOCUMENTATION:** n/a

**RECOMMENDATION:**

Motion to appoint two Commissioners to the Ski Hill Subcommittee.

GLADSTONE



**City of Gladstone, MI**

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

**MEETING TYPE  
STAFF REPORT**

**Agenda Date:** 05-22-2023

**Eric Buckman, City  
Manager:**

**Department:** Electric

**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:**

IBEW Local Union No. 876 Tentative Agreement

**BACKGROUND:**

The Electric Department has joined the new union to enhance recruitment and achieve competitive wages within the industry. Majority of this contract mirrors their former Teamster Union contract.

**FISCAL EFFECT:**

**SUPPORTING DOCUMENTATION:**

Tentative Agreement

**RECOMMENDATION:**

Motion to approve the City of Gladstone and IBEW Local Union No. 876 contract effective April 1, 2023 – March 31, 2026.

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF GLADSTONE**  
**AND**  
**IBEW**  
**LOCAL UNION NO. 876**  
**EFFECTIVE**  
**April 1<sup>st</sup> ,2023**  
**THROUGH**  
**March 31<sup>st</sup> , 2026**

**THE CITY OF GLADSTONE**  
**INDEX**

<b>ARTICLE</b>	<b>SUBJECT</b>	<b>PAGE</b>
1	RECOGNITION, UNION SHOP AND DUES	1
2	RIGHT TO MANAGE	2
3	SICK LEAVE, LEAVE OF ABSENCE, EMERGENCY LEAVE, MILITARY LEAVE	3
4	SENIORITY	5
5	GRIEVANCE AND ARBITRATION	7
6	DISCIPLINARY ACTION	8
7	DEPARTMENTS, WAGE RATES, AND CLASSIFICATIONS	8
8	HOLIDAYS	8
9	VACATIONS	9
10	HOURS OF WORK, OVERTIME, AND PREMIUM PAY	10
11	HOSPITALIZATION-MAJOR MEDICAL, DENTAL INSURANCE & LIFE INSURANCE	11
12	WORKERS' COMPENSATION	12
13	LONGEVITY PAY	13
14	RETIREMENT	13
15	WORKING SUPERVISORS	14
16	UNIFORMS AND PROTECTIVE CLOTHING	14
17	GENERAL	14
18	SEPARABILITY AND SAVINGS CLAUSE	15
19	TERM OF THIS AGREEMENT	15
	SCHEDULE "A" – CLASSIFICATIONS AND PAY SCALE	17
	SCHEDULE "B" – FAMILY MEDICAL (FMLA) AND MILITARY LEAVE POLICY	19

**AGREEMENT**

**THIS AGREEMENT**, made and entered into effective April 1<sup>st</sup>, 2023 by and between the **CITY OF GLADSTONE**, hereinafter termed the "Employer" and **IBEW LOCAL UNION NO. 876**, affiliated with the International Brotherhood of Electrical Workers, located at Mt. Pleasant , Michigan, party of the second part, hereinafter called the "Union."

**PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees, and the Union.

**ARTICLE 1**  
**RECOGNITION, UNION SHOP AND DUES**

**SECTION 1.** The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in Schedule "A", under ~~Public Works~~, Electrical Department.

Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, (known as the Hutchinson Act), as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all permanent employees of the Employer included in the bargaining units as described and set forth in Schedule "A".

Michigan's PA 349 of 2012 has invalidated the provisions set forth below at Article 1, Section 2, A. The clauses set forth below regarding Union Security and other matters rendered illegal by PA 349 of 2012 shall not be deemed contractually required only so long as PA 349 of 2012 remains the law of the State of Michigan.

**SECTION 2.** Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

- A. Any permanent employee who is not a Union member and who does not make application for membership, shall as a condition of employment, pay to the Union a monthly service charge in an amount equal to the monthly dues and assessments uniformly applied to the members as a contribution toward the administration of this Agreement. Permanent employees who fail to comply with this requirement on the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, or on the thirty-first (31<sup>st</sup>) day following the beginning of their permanent employment, whichever occurs first, thereby indicate that they no longer desire employment with the City and will henceforth be separated for the City service.

- B. **SEASONAL EMPLOYEES:** It is understood and agreed that the Employer employs a number of seasonal employees from time to time to work on a temporary basis. The parties agree that these seasonal employees shall not be covered by the terms of this Agreement and shall not be obligated to pay Union dues or fees during the time of their employment by the Employer. To be considered seasonal employees, the said employees must work no more than eight hundred (800) hours for the City during any one calendar year. This Section shall in no way have the effect of displacing regular employees, nor shall seasonal help be employed when regular employees are on layoff.
- C. New permanent employees shall be considered probationary employees for a period of not less than six (6) months from their date of permanent employment. Such an employee may be terminated at any time during the trial period by the City without the right of appeal or hearing.

**SECTION 3.** If any provision of this Article is invalid under Federal Law or the laws of the State of Michigan, such provision shall be renegotiated to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

876

**SECTION 4.** During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee, all dues and/or initiation fees of Union No. ~~406~~, and pay such amount deducted to said Union Local No. ~~406~~, provided, however, that the Union presents to the Employer authorizations signed by such employee, allowing such deductions and payment to the Local Union, which shall have been furnished to the Employer and not revoked in accordance with the terms of the applicable authorization furnished to the Employer or in accordance with federal labor law on the subject.

876

- A. The Union shall indemnify the Employer and Co-Employers and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Employer and Co-Employers for the purpose of complying with the foregoing provisions of this Article, or in reliance on any list notice or assignment which shall have been furnished to the Employer and Co-Employers under any such provisions.
- B. However, notwithstanding PA 349 of 2012, the Employer will continue to deduct Union dues and forward them to the Union from each employee as they have done in the past, if and so long as it has valid, written wage deduction instructions from each such employee, unless and until they are revoked or modified.

**ARTICLE 2**  
**RIGHT TO MANAGE**

The City, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and area exercised by employers, except such as are specifically relinquished herein, are reserves to and remain vested in the City, including but without limiting the generality of the foregoing, the right:

- A. To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used, and the discontinuance of any services, material, or methods



of operation:

- B. To introduce new equipment, methods, machinery, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies, equipment, and tools to be purchased;
- C. To subcontract or purchase any or all work, process or services, or the construction of new facilities or the improvement of existing facilities:
- D. To determine the number, location and type of facilities and installations;
- E. To determine the size of the work force and increase or decrease its size.
- F. To hire, assign and layoff employees, to reduce the workweek, or the workday or effect reduction in hours worked by combining layoffs and reductions in workweek or workday, to set hours of employment and to set times during the workday, to set hours of employment and to set times during the workday of all shifts.
- G. To direct the workforce, assign work, and determine the number of employees assigned to operations;
- H. To establish, change, combine or discontinue job classifications and prescribe and assign new job duties, content, and classification; provided that, in the exercise of all of these prerogatives the City shall not violate the provisions of this Agreement.

**ARTICLE 3**  
**SICK LEAVE, LEAVE OF ABSENCE,**  
**EMERGENCY LEAVE, MILITARY LEAVE**

**SECTION 1. SICK LEAVE:**

- A. Sick leave will be earned at the rate of 8 hours per month. Sick leave may be accrued to a maximum accumulation of nine hundred sixty (960) hours. Pay for sick leave shall include license pay.
- B. Employees who terminate City employment through Defined Contribution retirement (defined as years of service + age + 65) shall be paid twenty-five percent (25%) of their accumulated sick leave in cash on their final paycheck or through contribution to the employees Health Savings Account at the employees option. This will be as per MERS Health Savings Account Rules.
- C. It shall be the responsibility of the Employer to maintain the sick leave records and it shall be the responsibility of the employee to verify their records and notify the City if a discrepancy is noted. All employees shall be required to fill out sick leave forms supplied by the Employer, after they have returned to work.
- D. An employee who has not served a full year between the time of entering the City service and the employee's anniversary date for sick leave, shall be entitled to sick leave for the portion of the year worked, but may not take such leave until after he has served six (6) months (may take only earned time). Time earned shall be prorated if an employee runs short weekly/biweekly at the rate of eight (8) hours per month, at the discretion of the City Manager.

- E. Each department head will be responsible for approving sick leave, and he/she may do so only for valid reasons, and after an employee informs him/her of his/her intention not to report for work. Unless the employee is hospitalized, he/she will be responsible for notifying the department head of his/her intended absence each day of his absence, even when such absences are consecutive. All sick leave requests must state the reason of sickness. Sick leave may be used by an employee tending to medical needs of an immediate family member or a member of the employee's household.
- F. The department head responsible for approving sick leave may require a doctor's examination for the employee(s) requesting the sick leave, and if the illness is verified by the City doctor, the City will assume the cost of the physical. If the City doctor judges the employee to be fit for duty, the employee will report for duty or be taken off sick leave. If an employee refuses to undergo examination as provided for in this subsection, the employee will report for duty or be taken off sick leave.
- G. The City will provide shots for all water born diseases as recommended by the State Health Department at the expense of the City and the voluntary acceptance of the employee. Any employee refusing immunization as recommended by the State Health Department shall acknowledge so, in writing, to the City on a form provided by the Employer.
- H. Employees covered by this Agreement, who have accumulated the maximum amount of sick leave possible (under the terms of this Agreement – 960 hours), as of March 31<sup>st</sup> of each year, shall be eligible to receive forty (40) hours of leave with pay, or in the alternative, to work and to receive forty (40) hours of extra pay (at the employee's normal, regular hourly rate). If an employee chooses to take the time off, he may do so only at a time designated by the City Manager during the following fiscal year of the City. Such additional time off or pay shall be deducted from the employee's accumulated sick leave.
- I. In the event of an off-duty or non-work related illness, the employee shall utilize any accumulated sick leave consecutively during the employee's absence from duty until all accumulated sick leave shall be exhausted. Thereafter, the employee shall be deemed absent from work with permission consistent with this Agreement and past practice, but such absence shall not be deemed an excused absence under the Holiday section.
- J. Under no circumstances may an employee have a negative balance in sick leave. Any time off in such regard would have to be taken without pay and approved by the employee's supervisor.

**SECTION 2. FUNERAL LEAVE:** Emergency leave will be granted in the event of a death in the immediate family for days which fall within the scheduled workweek as follows:

- A. Five (5) consecutive working days emergency leave will be granted in the case of death of the spouse, mother, father, or children of the employee, or in the case of the death of mother-in-law, father-in-law, sister, brother, daughter-in-law, son-in-law, grandmother, grandfather or grandchild of the employee. Funeral leave will begin the next day after death and will include weekends and holidays.
- B. The five (5) consecutive working days shall begin with the day after of death and shall end on the date of the funeral. The employee must attend the funeral to receive this benefit. In the discretion of the City, appropriate adjustments in individual cases may

be made to fulfill the intent of this provision.

**SECTION 3. LEAVE OF ABSENCE:** Leave of absence without pay may be obtained with the written permission of the City Manager for a period not to exceed one (1) year. The City Manager shall be the sole determiner for the necessity of the request for a leave of absence.

#### **ARTICLE 4** **SENIORITY**

**SECTION 1.** Seniority shall be defined for the purpose of this Agreement as the net credited service of the employee. Net credited service shall mean continuous employment with the Employer beginning with the date and hour on which the employee began to work after last being hired, including paid sick time, time off compensable by Worker's Compensation, time off due to service in the Armed Forces of the United States, and other authorized paid time off.

**SECTION 2.** New permanent employees will be considered probationary employees for a period of not less than six (6) months from the date of initial, continuous, full-time employment. An employee may be terminated at any time during the trial service period by the appointing authority without the right of appeal or a hearing.

**SECTION 3.** Seniority shall be on a departmental and bargaining unit basis for the purpose of departmental advancement and the Employer will post departmental seniority lists annually.

**SECTION 4.** In the event of layoff in any department, employees shall be laid off in inverse order of seniority, the employee in the department with the least seniority being the first laid off. Recall shall be on the basis of seniority, the last man laid off to be the first recalled.

Laid off employees may displace a less senior employee in accordance with Section 6 of this Agreement.

Employees desiring to transfer to a job opening in another City department must indicate a desire to do so within five (5) working days from the time the layoff occurs. Notification in writing must be presented to the City Manager.

**SECTION 5.** Laid off employees will remain on the seniority lists for a period of two (2) years or length of their employment, whichever is less, and shall be given a written notice of recall to their last registered address with the City.

#### **SECTION 6.**

- A. City employees with minimum of one year of service desiring to transfer from one City department to another shall be allowed to do so, but only after the employees in the department in which the vacancy occurs have had the opportunity, in order of seniority, to fill the position; and that the employee desiring such transfer applies to the City Manager within five (5) working days from the time the position is posted by the City Manager as being

open. Vacancies will be filled within fifteen (15) days of such posting.

- B. Laid off employees may displace a less senior employee when the conditions listed below are met.

Employees seeking such inter-departmental transfers or seeking to displace less senior employees must:

1. Possess a license, permit, or certificate necessary to perform the job which he/she is seeking; or evidence sufficient skill, training and aptitude to qualify for such licenses, permits or certificates within a reasonable period of time.
  2. Must display by experience, prior training or testing results an aptitude for the position for which he/she is applying.
  3. An employee seeking an inter-departmental transfer or seeking to displace less senior employees must also pass a physical examination by the City physician if such exam is requested by the City.
- C. Employees who successfully complete the requirements for inter-departmental transfers or displace a less senior employee shall be placed on a thirty (30) day probationary period in their new position, and, if the City determines the employee, after the thirty (30) day trial period, is unqualified to hold that position, the employee shall be returned to his/her formal position with no loss of seniority. Unqualified employees that have displaced less senior employees will then be laid off and the displaced worker will be given a written recall notice.

**SECTION 7.** Employees shall lose their seniority for the following reasons:

1. He/she voluntarily quits;
2. He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement;
3. He/she is absent for two (2) working days without notifying the Employer. The Employer shall send written notice to the employee at his last known address that he has lost his seniority, and that his employment has been terminated.
4. He/she does not return to work within ten (10) days of the mailing of written notice of recall by the Employer to the employee's last known address by Certified Mail.

**SECTION 8.** An employee who is injured while on duty shall continue to accumulate seniority during his absence due to such injury, and shall be reinstated upon recovery to his former position with full seniority rights, provided he is physically qualified to return to work.

**SECTION 9.** In selecting employees for promotions three (3) factors shall be considered with percentage weight being as follows:

Test	-	33 – 1/3%
Seniority	-	33 – 1/3%
Performance	-	33 – 1/3%

Employees shall be given a three (3) month trial period on such new job, and shall reserve the right to return to their former position at the end, or during such three (3) months.

**SECTION 10.** If the promoted employee elects to return to the unit, or if the employee is required to return to the former position by a reduction in force within one hundred twenty (120) days of the promotion, the employee shall return to the unit position without loss of seniority and with seniority accumulated during the one hundred twenty (120) day period. Thereafter, an employee promoted to a supervisory position outside the unit may return to the unit by reason of a reduction in force, for reasons of health or for other non-voluntary reason, but the employee shall not accumulate seniority during the time the employee occupied the supervisory non-unit position. The employee will retain all seniority accumulated at the time of promotion.

**SECTION 11.** The competitive testing process as described in "Section 9", above, may be waived if only one employee/operator is interested in the position and the following conditions are met; (1) The department supervisor agrees that the only employee interested possess the requisite skill and ability and; (2) All other eligible employees waive the testing requirement.

## **ARTICLE 5** **GRIEVANCE AND ARBITRATION**

**SECTION 1.** In the event a dispute arises during the term of this Agreement, it shall be handled under the following procedure:

**STEP 1:** Between the employee and his or her immediate supervisor, and/or the employee's steward if such employee so elects, within five (5) working days, excluding Saturday and Sunday, of the alleged dispute.

**STEP 2:** Between the Business Agent and City Manager within five (5) working days, excluding Saturday and Sunday, of the Step 1 meeting.

### **SECTION 2.**

- A. In the event that satisfactory adjustment cannot be reached within ten (10) days of the Step 2 deadline between the parties to this Agreement, the matter in dispute shall be submitted to a mediator, if desired by either party. If a satisfactory adjustment cannot be reached within forty-five (45) days of mediation, the matter shall be submitted to arbitration as follows:

A request for arbitration will be filed with the Michigan Employment Relations Commission. Each party shall bear the expense of its representative. The expense of arbitration shall be equally divided between the Union and the City. There shall be no suspension or refusal to handle work during negotiations or arbitration. The decision of the arbitrator shall be final and binding.

- B. The Board of Arbitration shall have no power to add to or subtract from or modify any of the terms of this Agreement.
- C. Grievances with respect to matter of transfer, promotion, demotion, discipline, layoffs, or discharges shall be presented to the City in writing within ten (10) working days, excluding Saturday and Sunday, from the date of such transfer, promotion, demotion, discipline, layoff, or discharge.

- D. The Employer may bring issues before the Board of Arbitration, assuming that the same restrictions as to adjustable issues are applied to the Employer as to the employees.
- E. Under no circumstances will services be stopped, slowed, or otherwise impaired while the above procedures are underway.
- F. All grievances must be submitted in writing within five (5) working days, excluding Saturday and Sunday, from the date it becomes reasonably evident a dispute exists.
- G. A grievance must be related to a dispute about actual terms of this Agreement.
- H. Time limits set forth in Article 5 may be extended by mutual agreement.

## **ARTICLE 6** **DISCIPLINARY ACTION**

**SECTION 1.** It is agreed that nothing herein shall in any way prohibit the Employer from discharging or otherwise disciplining any employee, regardless of seniority, for just cause. Grounds for summary discharge shall include, but not be limited to drunkenness or drinking on the job, dishonesty, unreported absence from work of two (2) days, careless use or abuse of City property, failure to report for a physical exam when so ordered by the Employer during claimed sick leave, willful or wanton or grossly negligent misperformance of duties, incompetence, or insubordination.

**SECTION 2.** In the event the discharged employee feels that he has been unjustly dealt with, said employee or the Union, shall have the right to file a complaint with the Employer, which must be in writing, and which must be submitted to the Employer as required by the grievance procedures of this Agreement. Said complaint will be treated as a grievance and shall be subject to the grievance procedure herein provided. If no complaint is filed within the time limit specified in the grievance procedure, then said discharge shall be deemed to be final in all events.

## **ARTICLE 7** **DEPARTMENTS, WAGE RATES, AND CLASSIFICATIONS**

Schedule "A" attached hereto and made a part of this Agreement, is a schedule showing the departments, wage rates, and classifications.

## **ARTICLE 8** **HOLIDAYS**

**SECTION 1. HOLIDAYS DEFINED:** Full holiday when used herein, shall mean a full twenty-four (24) hours commencing at 12:00 midnight on the eve of the holiday and ending at 12:00 midnight on the night of the holiday.

**SECTION 2. CONDITIONS FOR GRANTING PAY ON HOLIDAYS:** Employees shall receive no pay for holidays unless they work their scheduled workdays preceding and succeeding such holiday; providing, however, that if either of these two days is vacation time, sick leave or an excused absence, it shall be accepted.

All employees shall be entitled to pay for holidays, subject to the conditions contained

herein.

**SECTION 3. THE FOLLOWING HOLIDAYS WILL BE RECOGNIZED:**

- A. Day before New Year's Day (December 31<sup>st</sup>); New Year's Day; Good Friday; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; day after Thanksgiving, day of December 24<sup>th</sup> and Christmas Day; Employee's Birthday: For the Birthday Holiday, eight (8) hours will be given off within the fiscal year.
- B. If a holiday falls on a non-working day, the employees shall celebrate the holiday on the day which falls on the closest working day to the holiday.
- C. Employees working holidays will be compensated as follows:
  - 1. **WORK DURING REGULAR SHIFTS:**  
Base rate x 1 ½ for hours worked, plus eight (8) hours holiday pay for full holiday.
  - 2. **WORK OTHER THAN DURING REGULAR SHIFT HOURS:**  
Rate – Base rate x 1 ½ x hours worked.

**ARTICLE 9  
VACATIONS**

**SECTION 1.** Vacation leave with pay of forty (40) hours will be granted to all permanent full-time employees at date of hire.

**SECTION 2.** Part years of service shall be pro-rated for the first year.

**SECTION 3.** Vacation schedules are subject to the approval of the department head who is charged with the responsibility of insuring that vacation time granted will not seriously impair the operation of his department.

**SECTION 4.** The following formula will be used with the anniversary date being the Employee's date of hire

ANNIVERSARY DATE	VACATION ACCRUAL	
	PER PAY PERIOD	ANNUAL
Upon hire: 40 hours + Pay Period Accrual	0	40.00 Hours+
Upon hire to 1 <sup>st</sup> Anniversary Date	1.54 Hours	40.04 Hours
1 <sup>st</sup> to 5 <sup>th</sup> Anniversary Dates	3.08 Hours	80.08 Hours
6 <sup>th</sup> to 10 <sup>th</sup> Anniversary Dates	5.00 Hours	130.00 Hours
11 <sup>th</sup> to 15 <sup>th</sup> Anniversary Dates	7.00 Hours	182.00 Hours
16 <sup>th</sup> + Anniversary Dates	8.00 Hours	208.00 Hours

**SECTION 5.** Any employee requesting vacation leave will apply at least forty-eight (48) hours in advance, except for particular periods of time when the department head may deem it necessary to prepare schedules covering particular periods of time; said schedules to be prominently posted within the department for at least two (2) weeks.

**SECTION 6.** Seniority along with departmental personnel needs will be the determining factors in apportioning vacation.

**SECTION 7.** Pre-approved vacation schedules (See Section 5) will be declared closed on specific dates as advertised by the department head and will no longer be subject to change because of seniority; however, such permission may be revoked by the department head when departmental needs dictate such action.

**SECTION 8.** With the single exception enumerated, below, employees terminating their City employment will be entitled to pay of the unused and accrued portion of their vacation leave to the last date of their employment. The last date of City employment is declared to be the last date on which an employee worked a full shift. Employees who terminated employment with the employer prior to having one (1) full year of service credit shall not be paid out any vacation time upon separation.

**SECTION 9.** All employees are required to take their allotted vacations each year, unless permission to the contrary is granted by the City Manager.

**SECTION 10.** Employees are allowed to accrue up to a maximum of two hundred seventy five (275) hours of vacation at any one time. Upon obtaining two hundred seventy five (275) hours, the employee would be required to use vacation and not accrue any further vacation until their total was below two hundred seventy five (275) hours.

**SECTION 11.** Under no circumstances can there be a negative balance in vacation. Any time off in such regard would have to be taken without pay and approved by the employee's supervisor.

**ARTICLE 10**  
**HOURS OF WORK, OVERTIME, AND PREMIUM PAY**

**SECTION 1.** The provisions of this Article are intended to provide a base for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work, either per day or per week, or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or per week for such employee.

**SECTION 2.** Time and one-half (1.5) x the regular hourly rate shall be paid for all hours worked beyond eight (8) hours for employees scheduled for five (5) eight (8) hour days or beyond ten (10) hours for employees scheduled for four (4) ten (10) hour days in any twenty four (24) hour period from 7:00 A.M. to 7:00 A.M. the following day, and for all work beyond forty (40) hours in any one week period, or eighty (80) hours in a two week period. If employees run into the next scheduled day, employees will receive overtime pay.

**SECTION 3.** The hours of work and specific shift assignments will be determined by the department head, except the part-time or seasonal help shall not be assigned to work when regular employees are not working.

**SECTION 4.** Electric Department employees shall maintain a two (2) hour minimum call-in at one and one-half times (1.5X) hourly rate, including weekends and holidays.

If the most senior employee cannot be reached for call out, the next most senior qualified employee will be contacted. Once an employee is placed on standby or called out, that employee will then be the one to get the work.



Call back to duty will be by the City Manager or the employee's department head.

For purpose of Call-Outs, vacation goes midnight to midnight.

Once an employee reaches the age of 60, he will have the option of being on call or not.

**SECTION 5. INCLEMENT WEATHER:** Employees who work on days that weather conditions cause City Hall to be closed for the full day will be paid time and one-half (1- 1/2X) for their shift.

**SECTION 6.** Employees shall receive two fifteen (15) minute breaks each workday, which shall be allowed at the direction of the City Manager.

**SECTION 7.**The normal workweek and workday for Electric department employees shall be five (5) eight (8) hour days, Monday through Friday, between the hours of 7:00 A.M. and 3:30 P.M., allowing for a one-half hour lunch period. The Electrical Department will consider ten (10) hour, four (4) day shifts upon mutual agreement between the Union and Management.

**SECTION 8** The City will pay twenty dollars (\$20.00) per day for each half day and forty dollars (\$40.00) for each full day that an employee acts in the capacity of a relief supervisor. This is subject to prior approval by the City Manager.

**SECTION 9.** Compensatory time will be earned at one and one half (1-1/2) time. The maximum accrual will be eighty (80) hours. Any hours exceeding the limit of eighty (80) hours will be paid according to contract. Once annually, at the employee's discretion, they may "cash out" forty (40) hours of banked compensatory time, to be paid at their current hourly rate.

**SECTION 10.** An employee temporarily transferred to a higher paid position within his/her classification in an emergency such as sickness, vacations, cover lunch hours, etc. shall receive the higher rate of pay and if transferred to a lower rate position shall receive his/her regular pay.

**ARTICLE 11**  
**HOSPITALIZATION – MAJOR MEDICAL,**  
**DENTAL INSURANCE & LIFE INSURANCE**

**SECTION 1.** The Employer will make available to eligible employees and their dependents health and welfare benefits as provided by Michigan Conference of Teamsters Health and Welfare Fund (MCTWF). The Employer agrees to the terms and conditions of the Participation Agreement with MCTWF and shall contribute the following amounts for each eligible employee within the Bargaining Unit.

<b>Plan 993</b>	
<b>DATE</b>	<b>WEEKLY PREMIUM</b>
Effective 04/01/23	\$422.15 per week
Effective 04/02/23 to 03/30/24	\$440.35 per week
Effective 3/31/24 to 03/29/25	\$465.30 per week
Effective 03/30/25 to 03/28/26	\$484.35 per week
Effective 03/26/26 to 03/31/26	Maintenance of Benefit

For each plan year during the term of this Agreement, the Employer's contribution toward the cost of Michigan Conference of Teamsters Welfare Fund Base Medical Benefits

and Prescription Drug Benefits will use the annually adjusted hard caps as set forth in PA 152 of 2011. The annual hard cap adjustment based on the change in the medical care component of the C.P.I. will occur in the first pay period in April of each year of the Agreement. All premium costs above those remitted by the Employer will be paid through an IRS 125 Plan through weekly payroll deduction.

The hard cap aggregate and employee premium share will be calculated as per longstanding past practice that complies with State Law.

Employee premium share will be paid through an IRS 125 Plan.

**SECTION 2.** The Employer will contribute the weekly amounts in the following schedule to a Retiree Health Savings Account for all employees.

<u>4/01/23-3/31/24</u>	<u>4/01/24-3/31/25</u>	<u>4/01/25-3/31/26</u>
\$50.00 per week	\$50.00 per week	\$50.00 per week

**SECTION 3.** The Employer agrees to furnish at no cost to the employee, a term life 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 dollars (\$4,000.00). Dependent children of the employee are covered for one hundred dollars (\$100.00) (birth to six months) and two thousand dollars (\$2,000.00) (six months but less than nineteen years to twenty-one years if a full-time student).

**SECTION 4.** The City will pay three (3) months health insurance premiums while employees are on layoff.

**SECTION 5.** Current employees opting out of the health insurance will receive the opt out payment they currently receive. New opt outs will receive one half of the premium less the cost of the dental and optical benefit in the plan package at the time of their opt out. Opt out payments will be capped at that amount for all future opt out periods for the employee. Employees opting out will also receive Michigan Conference of Teamsters Dental and Optical Plan 122.

**SECTION 6.** During the term of this Agreement, should the State of Michigan substantially modify, repeal, PA 152 of 2011 (Publicly Funded Health Insurance Contribution Act), both the Employer and Union agree to revisit the terms and conditions of this Article and collectively bargain over suitable replacement language.

**ARTICLE 12**  
**WORKERS’ COMPENSATION**

**SECTION 1.** All employees injured or incapacitated in the actual discharge of duty shall receive compensation and medical care, subject to the provisions of the Michigan Workers’ Compensation Act, subject to the limitations in sub-section (b). If an employee wants a full paycheck, they can use their sick leave, vacation time, or comp time.

**SECTION 2.** Such additional payment shall be known as Supplementary Workers’ Compensation.

It shall not apply:

1. In partial incapacity cases when an employee refuses to accept limited duties after

- certification for such duties by a physician.
- 2. When an employee terminates, through death, retirement or other reason.
- 3. When injury results from misconduct or negligence.
- 4. When the employee's injury claim is disputed by the City through lack of visual evidence or other reasonable proof.

**SECTION 3.** The provisions of Section (a) and Section (b) are subject to the legal limitations as provided for in the Michigan Workers' Compensation Act as well as the City's authority to continue as a self-insured employer under Michigan Law.

**SECTION 4.** In order to qualify for the additional payment provided above, the employee shall give notice to the City of the injury within forty-eight (48) hours of the occurrence.

**SECTION 5.** The City will pay the health insurance premium while an employee is on Workers' Compensation for up to six (6) months.

**SECTION 6.** All employees will be paid for all time spent and remain on clock while undergoing medical attention due to injuries that occurred at work.

**ARTICLE 13**  
**LONGEVITY PAY**

After completing one (1) full year of service as of November 1<sup>st</sup>, each employee shall receive annually on the pay day closest to December 1<sup>st</sup>, longevity pay equivalent to the continuous years of service chart below.

<b>CONTINUOUS YEARS OF SERVICE</b>	<b>LONGEVITY PAYMENT</b>
1-5 YEARS	\$500.00
6-10 YEARS	\$750.00
11-15 YEARS	\$1,000.00
16-20 YEARS	\$1,250.00
21-24+ YEARS	\$1,500.00

**ARTICLE 14**  
**RETIREMENT**

New hired employees after December 31, 1997, will be provided with Defined Contribution Retirement System (currently offered through the Municipal Employees' Retirement System). For this benefit, the City will contribute eight percent (8%) of the employees wage to the defined benefit program. The City will also match an additional three percent (3%) employee contribution, if the employee elects to make the additional three percent (3%) contribution.

For employees hired after March 31, 2014 the City will contribute eight percent (8%) of the employee's base wage to the Defined Contribution Retirement System. The employee may contribute up to an additional three percent (3%) and the City will match up to ~~two~~

percent (3%) of the additional contribution. Employee contributions are pre-taxed.

### **ARTICLE 15** **WORKING SUPERVISORS**

It is not the intention of the Employer to deprive any employee of work by assigning extra additional work or duties to a foreman or supervisors. However, it is understood and agreed by the Employer and the Union that certain supervisors and foreman of the Employer have been performing all of the regular duties that are currently performed by their subordinates. Such a performance of these duties is necessitated by the size of the Employer and by the nature and extent of the duties and departments of the Employer. It is understood and agreed that the following supervisors and foreman can continue to perform all of the duties that they are now performing and that are performed by their subordinates; Supervisor of the Electrical Department; and the ~~Foreman~~ **Lead Lineman**

### **ARTICLE 16** **UNIFORMS AND PROTECTIVE CLOTHING**

The Employer agrees to provide all safety equipment and protective clothing as it determines are necessary to carry out the job or as required by law. The Department Head of each department will order all safety equipment and protective clothing. The reimbursement for work boots will be capped at two hundred fifty dollars (\$250.00) per contract year.

### **ARTICLE 17** **GENERAL**

**SECTION 1.** Employees leaving work for personal reasons, such as for a doctor or dental appointment, shall not be paid for any time absent from his job duties with the City; and said employee must secure written permission from the department head a minimum of twenty-four (24) hours preceding any such appointment. If an employee's department head grants permission for the employee to make such an appointment, the employee may be paid if he/she deducts the time absent from his/her job duties from the amount of the employee's accrued sick leave.

**SECTION 2. VOLUNTEER FIREMEN:** This Agreement specifically does not cover volunteer firemen, whether they be regular employees of the City or not. If any regular employee of the City is working as a volunteer fireman, he shall be considered solely a volunteer fireman, and shall not be entitled to benefits in his regular capacity with the City while he is working as a volunteer fireman.

**SECTION 3. OTHER WORK BY CITY EMPLOYEES:** Any employee seeking part-time work with another department of the Employer shall apply therefore to the City Manager.

**SECTION 4.** There shall be no strike or lock-out during the term of this Agreement.

**SECTION 5.** Employees called on to perform temporary work in a higher classification shall receive the higher rate of pay for all time so worked. An employee performing temporary work in a lower classification shall continue to receive his regular rate of pay. This clause shall not apply to job demotions.

**SECTION 6.** The workweek and workdays in Schedule "A" are subject to the provisions of ARTICLE 2 of this Agreement.

**SECTION 7. RESIDENCY REQUIREMENT:** Pursuant to Public Act No. 212 1999

effective March 10, 2000, each employee under the terms and provisions of this Agreement shall, as a condition of employment, reside within twenty (20) miles of the City of Gladstone city limits.

Newly hired individuals need not immediately reside within the allotted twenty (20) miles of the city limits, but shall within a ninety (90) day period from date of hire.

Failure of an employee to maintain his/her residency within twenty (20) miles of the city limits within ninety (90) days of hire and the failure of a newly hired employee to reside within the twenty (20) miles of the limits within ninety (90) days as herein provided shall be the grounds for discharge of such person from city employment.

The term and provisions of the City of Gladstone Ordinance No. 368, adopted September 27, 1971, effective October 5, 1971, were superseded by Public Act 212, 1999, effective March 10, 2000.

## **ARTICLE 18** **SEPARABILITY AND SAVINGS CLAUSE**

If any Article or Section of this Contract, or of any rider thereto, shall be held invalid by operation of law, or by any tribunal or competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Contract and of any rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of such Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal recourse in support of its demands, notwithstanding any provision in this Contract to the contrary.

## **ARTICLE 19** **TERM OF THIS AGREEMENT**

April 1, 2023 / March 31, 2026

**SECTION 1.** This Agreement shall be in full force and effect from ~~May 1<sup>st</sup>~~, 2023 and shall continue in full force and effect until midnight ~~April 30<sup>th</sup>~~, 2026 and for successive annual periods thereafter, unless not more than one hundred twenty (120), but at least ninety (90) days prior to the end of its original term or of any annual period thereafter, either party shall serve upon the other, written notice that it desires termination, revision, modification, alteration, renegotiation, change or amendment, or any combination thereof, shall have the effect of terminating this Agreement in its entirety on the expiration date in the same manner as a notice of desire to terminate unless, before such date of termination, all subjects of agreement proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment.

**SECTION 2.** The Union shall, at the time it notified the Employer by written notice, that it desires termination, revision, modification, alternation, negotiation, change or amendment or any combination thereof of this Agreement, submit in writing to the Employer, any and all of its suggested revisions, modifications, alternations, changes or amendments

to this Agreement. In the event that the Union shall fail to submit in writing the items enumerated above when it shall be required to do so under this Article, then the parties covenant and agree that the notice of termination, revision, modification, alteration, renegotiation, change or amendment served by the Union upon the Employer shall be null and void and of no force and effect whatsoever, and the present contract shall continue for a like term.

In the event of any notice above referred to, the parties shall begin to hold negotiation meetings no later than ten (10) workdays following the receipt of such notice.

**IN WITNESS WHEREOF**, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF GLADSTONE,  
MICHIGAN**

**IBEW LOCAL UNION  
NO. 876**

BY: \_\_\_\_\_  
Eric Buckman  
City Manager

BY: \_\_\_\_\_  
Melvin Crawford  
Business Manager

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SCHEDULE "A" - CLASSIFICATIONS AND PAY SCALES**

CLASSIFICATIONS	HOURLY EFFECTIVE RATES										
	4/1/2023 - 3/31/2024	4/1/2024 - 3/31/2025	4/1/2025 - 3/31/2026								
<b><u>ELECTRICAL DEPARTMENT:</u></b> The workweek and workday of the Electrical Department shall be the same as the Public Works Department.											
<b><u>UTILITY TECHNICIAN:</u></b>	<b>\$39.00</b>	<b>\$42.23</b>	Wage Re-opener								
<b><u>JOURNEYMAN LINEMAN:</u></b>	<b>\$39.00</b>	<b>\$42.23</b>	Wage Re-opener								
<b><u>LEAD LINEMAN:</u></b>	<b>\$42.00</b>	<b>\$45.23</b>	Wage Re-opener								
<b><u>*APPRENTICE LINEMAN:</u></b>	<table border="0" style="width: 100%;"> <tr> <td style="width: 30%; text-align: right;">1<sup>st</sup> Year</td> <td>85% of Journeyman Lineman Rate</td> </tr> <tr> <td style="text-align: right;">2<sup>nd</sup> Year</td> <td>90% of Journeyman Lineman Rate</td> </tr> <tr> <td style="text-align: right;">3<sup>rd</sup> Year</td> <td>95% of Journeyman Lineman Rate</td> </tr> <tr> <td style="text-align: right;">4<sup>th</sup> Year and Thereafter</td> <td>Journeyman Lineman Rate</td> </tr> </table>			1 <sup>st</sup> Year	85% of Journeyman Lineman Rate	2 <sup>nd</sup> Year	90% of Journeyman Lineman Rate	3 <sup>rd</sup> Year	95% of Journeyman Lineman Rate	4 <sup>th</sup> Year and Thereafter	Journeyman Lineman Rate
1 <sup>st</sup> Year	85% of Journeyman Lineman Rate										
2 <sup>nd</sup> Year	90% of Journeyman Lineman Rate										
3 <sup>rd</sup> Year	95% of Journeyman Lineman Rate										
4 <sup>th</sup> Year and Thereafter	Journeyman Lineman Rate										

**\*3<sup>rd</sup> year of contract wage re-opener to negotiate 3<sup>rd</sup> year wages.**

**STANDBY PAY:**

The City of Gladstone is offering the following to the IBEW 876 members of the Electrical Department for standby pay:

1. On-call duty shall be equally divided between the employees who are qualified. If two workers mutually agree, standby hours may be traded between the two workers.
2. On-call rate for the normal workweek will be equivalent to one and one-half times (1.5X) the Lead Lineman regular hourly rate for one (1) hour per day. Hours for a normal on-call workday are 3:30 P.M. until 7:00 A.M. Monday through Friday. Employees are not expected to be on standby during the normal on-call workday except under the following conditions: (1) on holidays or (2) if requested by management. Management understands that giving a short notice to those required to be on standby during the week can be a burden; therefore, management will try to give at least twenty-four (24) hours notice.
3. Standby rate for weekends and holidays will be equivalent to three times (3X) the Lead Lineman regular hourly rate for one (1) hour per day. Hours will encompass all 48-weekend hours starting at 7:00 A.M. Saturday and ending at 7:00 A.M. Monday. Holidays will be the same hours as any other standby day. For example, if a holiday is on Thursday, then the employee is required to be on standby from midnight Wednesday to midnight Thursday.
4. Candidates for standby are journey level linemen, apprentice linemen, and the Electrical Superintendent. Journey level linemen are automatically qualified. Apprentices have been permitted to be on standby in the past; however, apprentices are only allowed to be on standby based on mutual agreement between the journeymen and the Electrical Superintendent. Both the journeymen (who train the apprentices) and the superintendent must feel comfortable with the apprentice's experience and present line-worker capabilities

## SCHEDULE "B"

**INTRODUCTION:** In compliance with the Federal Family and Medical Leave Act (FMLA), the City of Gladstone (City) will provide eligible employees up to twelve (12) weeks of unpaid family/medical leave within a twelve (12) month period. The FMLA allows "eligible" employees to take job-protected, unpaid leave or paid leave if the employee has earned or accrued it, for up to a total of twelve (12) workweeks in any twelve (12) months because of the birth of a child and to care for the newborn child, because of the placement of a child with the employee for adoption or foster care, because the employee is needed to care for a family member (child, spouse, or parent) with a serious health condition, or because the employee's own serious health condition makes the employee unable to perform the functions of his or her job. The FMLA also allows an employee to take leave due to that employee's family members being called to active military duty or being injured in the course of active duty. In certain cases, this leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule.

To be eligible for coverage under the FMLA, an employee must have worked for the City for at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period, which averages out to a little less than twenty-five (25) hours a week. The FMLA does not cover many part-time employees because employees who work less than this amount of hours for the City are not entitled to leave under the FMLA.

A "serious health condition" is a condition or illness affecting one's health to the extent that in-patient care is needed, or that absences are necessary on a recurring basis or for more than a few days for treatment or recovery. If in-patient care is not needed, an absence from work or school for more than three (3) days must occur along with the continuous treatment of a health care provider. However, a visit to a health care provider is not necessary for such absence where any leave is required because of any of the following: (1) pregnancy or prenatal care; (2) a chronic serious health condition which continues over an extended period of time, requires periodic visits to a health care provider, and may involve occasional episodes of incapacity; or (3) a permanent or long-term condition (such as Alzheimer's, stroke, terminal cancer) for which treatment may not be effective, where only supervision and not active treatment is required.

**GENERAL LEAVE PROVISIONS:** Eligible employees are entitled to a total of twelve (12) work weeks of leave during the twelve (12) month period measured backward from the date an employee uses FMLA leave, when leave is taken for one (1) or more of the following circumstances:

- (1) Due to the birth of a son or daughter of the employee, if the leave is taken within twelve (12) months of the birth,
- (2) Due to the adoption or foster care placement of the child of the employee, if the leave is taken within twelve (12) months of the placement,
- (3) To care for the spouse, son, daughter, or parent of the employee if such spouse, son, daughter or parent has a serious health condition,
- (4) Due to a serious health condition that makes the employee unable to perform the functions of his or her position.

### FAMILY MEDICAL AND MILITARY LEAVE POLICY

**MILITARY FAMILY LEAVE PROVISIONS:** Eligible employees with a spouse, son, daughter, or parent in the National Guard or Reserves on active duty or called to active duty in support of a contingency operation may take up to twelve (12) weeks of FMLA leave for certain "qualifying exigencies." A "qualifying exigency" includes: (1) the service member being called to short-notice deployment (seven (7) days or less); (2) military events and related activities; (3) child care and related activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7)



post-deployment activities; (8) any other event the employee and employer agree is a qualifying exigency.

In addition, eligible employees are entitled to up to twenty-six (26) weeks of leave to care for a parent, child spouse, or next of kin who is a member of the Armed Forces and has suffered an injury or illness incurred in the line of duty on active military duty that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. This type of leave is available in a single twelve (12) month period. If an employee has taken FMLA due to one of the qualifying events listed above, the total combined amount of FMLA leave may not exceed twenty-six (26) weeks.

Any FMLA leave taken will be counted against the employee's annual FMLA leave entitlement.

**DEFINITIONS:** A "Child" does not have to be a biological child. A "parent" does not need to be a biological parent as long as the person stood "in loco parentis" (in the place of the parent) to the employee when the employee was a "son" or "daughter." FMLA leave may be taken to care for adopted children, foster children, legal wards, or a niece, nephew or grandchild whom the employee is actively raising. A "son or daughter" includes a child 18 years or over who is "incapable of self-care because of a mental or physical disability." An individual with a disability is a person who has a physical or mental impairment that substantially limits one or more major life activities.

The City is not required by the FMLA to grant leave for any other relatives or individuals in the employee's household. For FMLA purposes, a "spouse" is defined in accordance with applicable state law and may include common-law spouses in states where common-law marriages are recognized. Unmarried domestic partners generally do not qualify as spouses under the FMLA.

**BOTH SPOUSES WORKING FOR THE CITY:** When both spouses work for the City the total leave in any twelve (12) month period for both spouses will be limited to twelve (12) weeks if the leave is taken for the birth or adoption of a child or to care for a sick parent.

**EMPLOYEE NOTICE REQUIREMENT:** Employees are required in the case of foreseeable events (expected birth or placement of a child or planned medical treatment) to provide thirty (30) days' notice to the City Manager or his or her nominee. However, if the need for a leave was not foreseeable and must begin in less than thirty (30) days, the notice shall be provided as soon as practicable. "As soon as practicable" means as soon as both possible and practical, taking into account all of the facts and circumstances in the individual case. The ordinarily would mean at least verbal notification to the City within one (1) or two (2) business days of when the need for leave becomes known to the employee.

**CERTIFICATIONS AND REPORTING:** A certification issued by a health care provider is required to support an employee's request for leave due to a serious health condition. Certification of Health Care Provider forms are available from the City Manager or his or her nominee.

The City may require the employee to obtain the opinion of a second health care provider designated and paid for by the City. In the event of a conflict between the first and second opinions, the City may, again at its own expense, obtain a third opinion from a health care provider approved jointly by the City and the Employee. This third opinion will be final and binding.

Employees who take leave for their own serious health condition or to care for a covered family member will be required to report to the City on a regular basis. A reporting schedule will be worked out with the City Manager or his or her nominee.

Employees are expected to provide the City with notice as soon as possible (within two (2) business days if practicable) if the dates of leave change or are extended.

Failure to comply with these requirements may result in a delay in the start of FMLA leave.

The City may also require that an employee present a certification of fitness to return to work when the absence was caused by the employee's serious health condition. The City may delay restoring the employee to employment if such certificate relating to the health condition which caused the employee's absence is not provided.

**KEY EMPLOYEES:** The FMLA provides a significant exemption for "key employees." The City is not required to offer key employees reinstatements to a similar position following the end of their leave. Key employees are those salaried employees who are among the highest paid ten percent (10%) of the employees paid by the City within seventy-five (75) miles of the facility at which the employee is employed and must be the highest paid ten percent (10%) of all salaried and non salaried, eligible and ineligible employees. Year-to-date earnings as of the date leave is requested are used to determine who are the highest paid.

An eligible key employee may be denied reinstatement of employment after leave has been taken if:

- (1) Such denial is necessary to avoid substantial and grievous economic injury to the operations of the City,
- (2) The City notified the key employee of its intent to deny restoration on such basis when the City determined that such injury would occur, and
- (3) If the leave has commenced, the employee elects not to return to employment after receiving such notice.

The employee will be notified by the City of his status as a key employee upon requesting leave if a chance exists that the City may deny reinstatement after the leave.

An employee may also be regarded as a key employee if the employee is the most highly compensated employee at a facility even if the employee is not among the highest paid ten percent (10%) of the employees in the City. If the employee is among the highest paid ten percent (10%) of employees at a remote facility, the employee could be denied reinstatement of employment and benefits even if the employee's salary fell within the middle range of overall employee salaried.

**INTERMITTENT OR REDUCED SCHEDULED LEAVE:** Under certain circumstances, when leave is taken for a serious health condition, it may be taken intermittently (in small blocks of time such as days or hours) or on a reduced work schedule if medically necessary. When such leave is unpaid, the City will make salary deductions based on the amount of time actually worked. Employees who are on an intermittent or reduced schedule leave may be temporarily transferred to an available alternative position to better accommodate the leave requirements.

Employees seeking intermittent or reduced schedule leave based on planned medical treatment will be required to produce a medical certification outlining the dates on which treatment is expected and the duration of the treatment.

**PAID LEAVE:** All employees taking FMLA leave will first be required to use all accrued and unused paid sick leave and vacation time. Unpaid leave will then commence for the period remaining.

**BENEFITS DURING FMLA LEAVE:** Employees on FMLA leave are entitled to have health benefits maintained while on leave as if they had continued working. If the health plan or benefits are changed by the City while the employee is on FMLA leave, the employee is entitled to the changed benefits to the same extent as if he or she were not on leave. Employees will be provided with any notices of changes in benefits and accorded any options to change coverage that would be provided if the individual were not on leave.

Except as required by COBRA, the City's obligation to maintain health benefits during leave (and to restore the employee to the same or equivalent employment) under FMLA ceases if and when:

- (1) The employment relationship would have terminated if the employee had not taken FMLA leave;
- (2) An employee informs the City of his or her intent not to return from leave (including before starting the leave if the City is so informed before the leave starts); or
- (3) The employee fails to return from leave or continues on leave after exhausting his or her FMLA leave entitlement in the twelve (12) month period.

If a "key employee" does not return from leave when notified by the City that substantial or grievous economic injury will result from his or her reinstatement, the employee's entitlement to group health plan benefits continues unless and until the employee advises the City that the employee does not desire restoration to employment at the end of the leave period, or FMLA leave entitlement is exhausted, or reinstatement is actually denied. The key employee may then have rights under COBRA.

If employees were required to pay a portion of the health coverage cost, this requirement will continue during FMLA leave. The City will provide the employee with advance written notice of the terms and conditions under which these payments must be made.

Usually when the employee on leave does not return to work and the reason is not due to serious health reasons recognized under FMLA and is not due to circumstances beyond the employee's control, the City is entitled to recover from the employee any City paid costs with respect to the entire leave period. In addition, the City may elect to maintain other benefits for the employee, such as life or disability insurance, for which the employee would normally pay the premiums and the City will also be entitled to recover the cost of these premiums, based on the same criteria as recovery of the employee's share (paid by the City) of medical premiums.

While the taking of FMLA leave does not result in the loss of any employment benefits accrued prior to the date on which the leave commences, the FMLA does not require that an employee be allowed to accrue any additional benefits while on family or medical leave. These benefits include pensions, sick leave, disability benefits, annual leave, group life insurance, and paid vacation time.

**RETURN TO WORK AND REINSTATEMENT:** Employees generally have rights to return to the same position or an equivalent position with equivalent pay, benefits, and working conditions at the end of the FMLA leave.

It is the City's desire to have employees return to work as soon as possible within their medical restrictions. The City may have available some temporary light duty assignments to enable employees to return to full duty. Employees interested in performing temporary light duty assignments when medically able to do so should contact the Administration Office. An employee's refusal to accept light duty does not affect FMLA leave rights.

Employees who return to work but who may still have a medical problem will be reasonably accommodated to enable them to do their original job. Such accommodations must be practicable, medically necessary, and not an undue hardship upon the City. Employees who cannot be accommodated to perform their original position if it is available will be placed in a vacant position for which they are qualified if such position is available. Such reassignments may be at the current rate of pay for the employee or at a lower rate of pay if an equivalent position for which the employee is qualified is not available. Employees should meet with the Administration Office to discuss possible accommodations. An employee's refusal to accept an accommodation does not affect the employee's FMLA leave entitlement.

Employees on FMLA leave may still be eligible for short-term or long-term disability insurance or worker's compensation benefits. An employee's decision regarding FMLA leave can affect these benefits.

**ANTI-RETALIATION:** No employee shall be retaliated against for exercising his or her FMLA rights. Any employee who feels he or she has been in any way discriminated or retaliated against should report that to the Commission and/or City Manager for investigation and appropriate action.



# City of Gladstone, MI

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

## Staff Report

---

Agenda Date: 05-22-2023                      Eric Buckman, City Manager: \_\_\_\_\_  
 Department: City Commission              Department Head Name: \_\_\_\_\_  
 Presenter: Mayor Thompson                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:** Closed Session: Manager & Clerk Evaluations

**BACKGROUND:**

It is the employee’s option to go into closed session not the Commission.

Please confirm the employee requests open or closed evaluation.

**FISCAL EFFECT:**

To be determined by terms of contract

**SUPPORTING DOCUMENTATION:**

Existing Contracts

**RECOMMENDATION:**

Manager Buckman and Clerk Berry request closed session the motion is as follows:

Motion to enter closed session to consider personnel evaluations as allowable under the Open Meetings Act 267 of 1976 (15.268) Section 8 item a.

Requires simple majority vote (3).